



‘Under Jurisdiction of Bilaspur Court only’
साउथ ईस्टर्न कोलफील्ड्स लिमिटेड
South Eastern Coalfields Limited
(A Mini-Ratna PSU) (CIN: U10102CT1985GOI003161)
पंजि. कार्यालय : सीपतराड, बिलासपुर (छ.ग.) 495006
Regd. Office: Seepat Road, Bilaspur-495 006 (C.G.)
Office of the General Manager (Civil)/HoD.

NIT No : GM(C)/SECL/BSP/e-T_TK/NI&NT/2022 /299

Date: 30.11.2022

e-TENDER NOTICE

1. Digitally signed and encrypted e-Tenders are invited under **Two Parts (Two Covers)** system on the e-Procurement portal of Coal India Limited (<https://coalindiatenders.nic.in>) from the reputed and experienced contractors for the following work on Turnkey basis :

Description of work	Location	Estimated Value / (Updated Cost) (i/c GST) [In INR/₹.]	Earnest Money [In INR/₹.]	Period of Completion (in Days)
Design, engineering, manufacturing, supply, storage, civil works, erection, testing, commissioning, ensuring net metering as per Policies, Quality Control of total 4000 kWp Grid Connected Solar Rooftop Projects at 14 different locations of SECL including Operation and Maintenance (O&M) of the Project for a period of 5 (Five) years.	All Areas of SECL, MP & CG	19,55,72,128.00	24,44,700.00	Total Contract Period : -2005 days (180 days + 1825 days) a. Period for Construction : 180 days b. Period for Operation & Maintenance during DLP : 1825 days
Note : DLP denotes Defect Liability Period after Trial Run, Performance Guarantee Test (PGT) & Commissioning and for a period of 05 (Five) Years.				

i) Details of GST Registration of SECL:

GSTIN of SECL	Chhattisgarh (CG)	Madhya Pradesh (MP)	West Bengal (WB)
	22AADCS2066E9ZL	23AADCS2066E1ZR	19AADCS2066E1ZG

Note: NIT and Bid documents will be available on the website <https://www.coalindiatenders.nic.in> and can be downloaded by the bidder up to the bid submission end date. The details of the tender will be mirrored on the Central Public Procurement (CPP) Portal of Govt. of India (<https://eprocure.gov.in>)

ii) Salient Details of Tender:

Goods & Services Tax (GST)	Applicable 12% on 70% of the project cost and 18% on 30% of the project cost.
Input Tax Credit (ITC) to SECL	Available for 150 kWp/ Not Available for 100 Kwp

Price Variation Clause (Escalation)	Not Applicable
Participation of Joint Venture	Allowed
<i>Note : Joint Venture shall not be allowed for participation in the bid with estimated cost of work put to tender up to Rs. 2.00 (two) crores.</i>	

iii) For Tender related details, the prospective bidder(s) may contact the following officers;

Tender inviting authority	Contact Person(s)/Tender Dealing Officer(s)	
General Manager (Civil)/HoD SECL (e-mail Ids : gmcivilhod.secl@gmail.com , gmcivil.secl@coalindia.in)	1. Mr. M. K. Sahu, Chief Manager (Civil)	09437539692
	2. Mr. K. S. Chellam Naidu Boni, Sr. Manager(Civil)	09434795212
	3. Mr. Mrityunjay Mishra, Manager (E&M),NI/NT	09425531918
	4. Mr. D. Mandhata, Dy. Manager (Civil)	09425531210

2. Time Schedule of Tender

SL. No.	Particulars	Date	Time
a.	Tender e-Publication date	03-12-2022	17.00 hour
b.	Document download start date	03-12-2022	17.00 hour
c.	Document download end date	31-12-2022	17.00 hour
d.	Bid Submission start date	10-12-2022	10.00 hour
e.	Bid submission end date	31-12-2022	17.00 hour
f.	Start date for seeking Clarification on-line	03-12-2022	17.00 hour
g.	Last date for seeking Clarification on-line	24-12-2022	17.00 hour
h.	Date of Pre-bid Meeting	08-12-2022	11.00 hour
i.	Date of Bid Opening [Cover-I (Technical-bid)]	02-01-2023	11.00 hour
j.	Date of Bid Opening [Cover-II (Price-bid)] <i>Note :- The date shall be preferably within 45 (Forty Five) days from the Date of Bid Opening [Cover-I (Technical Bid)]</i>	To be notified later on	

3. Deposit of EMD (Earnest Money Deposit) :

The bidder will have to make the payment of EMD through ONLINE mode only. In Online mode the bidder can make payment of EMD either through NET-BANKING from designated Bank(s) or through NEFT/RTGS from any scheduled Bank(s).

NET-BANKING: In case of payment through net-banking the money will be immediately transferred to South Eastern Coalfields Limited's designated Account.

NEFT/RTGS: In case of payment through NEFT/RTGS from any scheduled bank(s), the bidder will have to make payment as per the Challan(s) generated by system on e-Procurement portal.

The Bidder will be allowed to submit his/her/their bid only when the EMD is successfully received in SECL's designated account and the information flows from Bank to e-Procurement system.

4. Pre-bid Meeting:

The pre-bid meeting shall be held in the office of Tender Inviting Authority on the scheduled date & time, if specified online. Non-attendance of pre-bid meeting will not be a cause for disqualification of the bidder and it shall be presumed that the bidder does not require any clarification. **The purpose of Pre-bid meeting is to clarify the issues raised by bidders during the meeting.** In case the Pre-Bid Meeting is held, the Minutes of Pre-Bid Meeting will be uploaded on the e-Procurement Portal.

5. Seeking Online Clarification by bidder:

The bidder may seek clarification online within the specified period. The identity of the Bidder will not be disclosed by the system. **The department will clarify as far as possible the relevant queries of bidders.** The clarifications given by department will be visible to all the bidders intending to participate in that tender.

6. Eligibility Criteria:

A. Work Experience: (Please refer Annexure-A of Special Terms and Conditions, while submitting Bid Online)

The intending tenderer must have in its name 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. e-publication date on procurement portal should be any of the following.

- i) Three similar completed works each costing not less than the amount equal to 20% of the estimated cost put to tender.
Or
- ii) Two similar completed works each costing not less than the amount equal to 25% of the estimated cost put to tender.
Or
- iii) One similar completed work costing not less than the amount equal to 40% of the estimated cost put to tender.

The definition of similar works shall be

“Design, Supply, Installation and Commissioning including all allied Civil/Structural works with or without Operation and Maintenance of Grid Connected Solar PV Power Systems”

Or,

Work identical in name and nature of the tendered work.

For work experience, bidders are required to submit satisfactory Work Completion Certificate issued by the employer against the experience of similar work containing all the information as sought online. In case of Sub-contractor, suitable document as per provision of eligibility, if applicable, shall be submitted.

Work order, BOQ, TDS etc. may be sought during clarification or along with deficient documents.

Note:

- 1). The experience towards overseas jobs, if submitted, should be vetted/endorsed by the relevant* embassy/high commission concerned, towards authenticity of document in English or translated in English language.

(*Relevant embassy/High Commission means the embassy/High Commission in India of the country where the bidder has executed the said work or country of origin of the bidder OR the Indian embassy in the country where bidder has executed the work or country of origin of the bidder.)

- 2). **Joint Venture (JV) shall be allowed for participation in the bid with Estimated Cost above Rs. 5.0 (Five) Crores.**
- 3). **The Bidder(s) participating in the Name & Style of a Joint Venture, must have to get themselves registered online so that the 'Bidder Name' in the Bid Information of Bid Submission Confirmation (BSC) appears the same as the name & style of Joint Venture.**
- 4). **If a Bidder participates as a Joint Venture (JV), the benefits as per Public Procurement Policy for MSEs (Micro and Small Enterprises) Order -2012 shall not be applicable for them.**

The above qualification criteria shall be fulfilled by JV in the following manner.

The qualifying criteria parameter e.g. experience of the individual partners of the J.V will be added together as deliberated hereinafter towards fulfillment of qualification criteria related to experience.

However, the participating share of JV Partners shall be as below;

- i) **Lead Partner shall have at least 50% participating share in JV.**
- ii) **Other partner(s) shall have at least 20% participating share in JV.**

- a) In case of completion of single work of similar nature costing, not less than the amount equal to 40% of the estimated cost put to tender:-

- i) Any of the JV partner shall have the experience of having completed successfully a single work of similar nature equal to 40% of the estimated cost put to tender.

OR

- b) In case of completion of two works of similar nature each costing not less than the amount equal to 25% of the estimated cost put to tender :-

- i) Any one partner can match the above requirement.

Or

- ii) At least two partners should each have completed at least one work of similar nature each costing not less than the amount equal to 25% of the estimated cost put to tender.

OR

- c) In case of completion of three works of similar nature, each costing not less than the amount equal 20% of the estimated cost put to tender: -

- i) Any one partner can match the above requirement.

Or

- ii) Any two partners shall match the above requirement through completion of at least two work by one partner and one work by other partner of similar nature each costing not less than the amount equal 20% of the estimated cost put to tender.

Or

- iii) All the three partners shall match the above requirement through completion of at least one work of similar nature each costing not less than the amount equal 20% of the estimated cost put to tender.

Experience for those works only shall be considered for evaluation purposes, which match eligibility requirement stipulated above, on or before the last day of month previous to one in which tender has been invited (publication date of NIT). The experience of **incomplete/ongoing works** as on last date of eligibility period will **not be considered** for evaluation. If the referred work includes construction as well as maintenance after construction, the experience of such work may be considered as 'acceptable' if the construction 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.

Completion of works means completion of works by undertaking entire responsibility from design, Supply, Installation, Construction and Commissioning.

In all the above cases, while considering the value of completed works, the full value of completed work be considered whether or not the date of commencement is within the said **07 (seven)** years period.

Cost of previous completed work(s) shall be given a simple weightage of **5% (Five Percent)** 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. The year can be considered as suitable consecutive **365 days** till the last day of month previous to one in which bid has been invited. 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.

Data to be furnished by the Bidders:

- i) Start date & end date of each qualifying experience (similar nature)
- ii) Work order Number / Agreement Number of each experience
- iii) Name & address of Employer/Work Order Issuing authority of each experience
- iv) Percentage share of each experience (In case the experience has been earned by the bidder as a partner in a joint venture firm/partnership firm then the proportionate value of experience in proportion to actual share of bidder in that joint venture firm/partnership firm will be considered against eligibility else it shall be taken as 100%.)
- v) Executed Value of work against each experience
- vi) In case the bidder is a Joint Venture, work experience as above may be furnished as the work experience of the bidder.

B. Financial Turnover :

Average annual financial turnover during the last **3(three) years**, ending 31st March of the previous financial year should be at least **30% (Thirty Percent)** of the estimated cost put to tender.

(The "Previous financial year" shall be computed with respect to the e-Publication date of NIT)

The intending bidders must submit the Financial Turnover certificate (with UDIN No.) issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India, containing the information as furnished by bidder online.

The bidder has to upload, the Financial Turnover certificate having a Unique Document Identification Number (UDIN) with Institute of Chartered Accountants of India for last 3

(three) financial years issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India.

The foreign partner(s) should submit Financial Turnover certificate based on IFRS (International Financial Reporting Standards) accounting standard certified by a local practicing public accountant/audit firm duly vetted/endorsed by the relevant *Embassy/High Commission concerned, towards authenticity of document.

(*Relevant embassy/High Commission means the embassy/High Commission in India of the country where the bidder has obtained Turnover certificate or country of origin of the bidder OR the Indian embassy in the country where the bidder has obtained Turnover certificate or country of origin of the bidder.)

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

- i) Annual turnover of each of the last 3 (three) years ending 31st March of the previous financial year.
- ii) Name of the Chartered Accountant issuing the Profit and Loss A/c or the Turnover certificate.
- iii) Membership Number of the Chartered Accountant.
- iv) Date of certificate issued by Chartered Accountant.

Special Note :

- i) Confirmation regarding possessing of Financial Turnover issued by Practicing Chartered Accountant in the form of Yes / No.

Scanned copy of documents to be uploaded by bidders: Financial Turnover certificate having a Unique Document Identification Number (UDIN) with Institute of Chartered Accountants of India.

Note:

- i) Financial turnover shall be given a simple weightage of **5% (Five Percent)** per year to bring them at current price level, while evaluating the qualification requirement of the bidder. Such weightage shall be considered from the end date of financial year. 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.
- ii) Joint Ventures shall meet the above eligibility requirement, in the following manner:
The qualifying criteria parameter e.g. financial resources of the individual partners of the J.V. will be added together, for the relevant financial year, and the total should not be less than as spelt out above.
- iii) In case of JV, if financial turnover of all the partners is not submitted the system will not disqualify the JV and instead shall consider assuming a value of zero for partner/partners who has/have not submitted the financial turnover certificate.
- iv) If the bidder does not submit turnover value and certificate for any year out of the three years, system will not disqualify him and instead shall consider all three years for computing the average by assuming a value of "zero" for the year(s) for which no information is given by the bidder.

C. Working Capital :

The bidder must submit the certificate of possessing adequate working capital atleast **20%** of the "Annualized Value or Estimated Value which ever is less" of this work) 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 **3 (Three) months** prior to date of Opening of Tender.

In case, access to lines of credit constitute the availability of Working Capital, Banker's Certificate (Scheduled Commercial Bank) shall also be submitted regarding availability of access to credit [issued within **3 (Three) months** prior to date of Opening of Tender] to meet the above eligibility criteria.

For foreign Partner(s), Banker's Certificate regarding availability of access to credit [issued within **3 (Three) months** prior to the date of opening of tender, should be duly vetted/endorsed by the relevant Embassy/High Commission concerned, towards authenticity of document. Relevant Embassy/High Commission means the Embassy/High Commission in India of the Country where the bidder has obtained Banker's certificate or country of origin of the bidder].

Note :

- a) In case the bidder is a **Joint Venture (JV)**, the Working Capital of the individual partners of the JV will be added together and the total value will be considered as the Working Capital of the bidder.
- b) In case the bidder is a Joint Venture (JV), the requirement of Working Capital under this clause shall be met as per following proportion;**
 - i) The Lead Member shall have to possess at least 50% share in the required Working Capital in order to qualify in this tender (i.e., 50% of 20% of Annualised Value or Estimated Value put to tender, whichever is less).**
 - ii) All other members shall have to possess at least 25% share in the required Working Capital, in order to qualify in this tender (i.e., 25% of 20% of Annualised Value or Estimated Value put to tender, whichever is less).**
- c) In case of Tender more than One-Year period of construction of plant including Trial Run and Performance Guarantee Test, the annualized value to be worked out as under;
Annualized value = [Estimated Cost of the work (including GST) put to tender X 365 days] ÷ [Period of Construction of Plant including Trial Run & Performance Guarantee (PG) Test in Days]

Scanned copy of documents to be uploaded by bidders (CONFIRMATORY DOCUMENT):

Certificate of Working Capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by bidder online.

D. Permanent Account Number:

The bidder should possess a 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 in the form of YES/NO regarding possessing PAN

Scanned copy of documents to be uploaded by bidders (BIDDER SPACE/ MY DOCUMENT/ Other Important Document (OID): PAN CARD of the bidder

Note :

In case of Joint Venture (JV), each INDIAN Partner of JV should possess PAN Card issued by Income Tax Department, Govt. of India and each FOREIGN Partner of JV should possess Verifiable Tax Residency Certificate of respective Country OR JV itself should possess PAN card issued by Income Tax Department, Govt. of India.

[In case the work is awarded to JV, the PAN, in the name of JV, is to be submitted before execution of Agreement]

E. Goods & Services Tax (GST) Registration :

The bidder should be either GST Registered Bidder under regular scheme
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.

Scanned copy of documents to be uploaded by bidders (BIDDER SPACE/ MY DOCUMENT): GST Registration Certificate of the bidder

Note:

- i) In case of JV a Certificate with UDIN from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV w.r.to GST in compliance with relevant GST rules or GST Registration Certificate of JV.
- ii) In case the work/service is awarded to a Joint Venture participating in the tender they have to submit PAN, GST registration (as applicable in the tender and for the bidder status) etc. in the name of the Joint Venture after Award of Work/Service before the payment of first running on account bill.
- iii) If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST registration as per GST Act and rules.
- iv) 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.

F. Purchase Preference under 'Make in India' Policy for "Local supplier".

Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall be applicable.

In terms of the above said policy, purchase preference shall be given to Class-I local supplier.

In terms with the above said policy, Class-I local suppliers and Class-II local suppliers shall be eligible to bid.

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 equal to or 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 20% as defined 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. 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 in undertaking as per format at Annexure - XIII.
- II. If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate (with UDIN) 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.

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 under the head of undertaking.

Special Note:-

If a Bidder participates as a Joint Venture (JV), the benefits as per Public Procurement Policy for MSEs (Micro and Small Enterprises) Order -2012 shall not be applicable for them. This shall be applicable in all the sub head of Eligibility Criteria.

7. Confirmatory Documents

a. General Technical Evaluation (GTE) and Bidder's space/ My Document/ Other Important Document (OID):

The bidders have to accept unconditionally in GTE (General Technical Evaluation) the Undertaking at **Annexure II** regarding Genuineness of the information furnished by him on-line & authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility criteria, **Annexure I** (Letter of Bid) and **Annexure IX** (Integrity Pact). No recycling will be done for this document i.e. no further clarification will be sought from bidder.

Moreover, the following documents shall be considered from the Bidder's space/ My Document / Other Important Document (OID), and no recycling will be done for these documents i.e. no further clarification will be sought from bidder -

Sl. No.	Submission of Documents related to Eligibility Criteria	Scanned copy of document(s) uploaded by bidder in Bidder's space/ My Document/ Other Important Document (OID)
1	2	3
1.	Permanent Account Number (PAN) [Ref.Cl.No.6(D) of e-Tender Notice]	Copy of PAN card issued by Income Tax department, Govt. of India. Note : In case of Joint Venture (JV), each INDIAN Partner of JV should possess PAN Card issued by Income Tax Department, Govt. of India and each FOREIGN Partner of JV should possess Verifiable Tax Residency Certificate of respective Country OR JV itself should possess PAN card issued by Income Tax Department, Govt. of India. <i>[In case the work is awarded to JV, the PAN, in the name of JV, is to be submitted before execution of Agreement]</i>
2.	Goods & Services Tax (GST) Registration [Ref.Cl.No.6(E) of e-Tender Notice]	The following documents depending upon the status w.r.to GST as declared by Bidder in the BOQ sheet: 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: <u>GST unregistered bidder:</u> Document: A Certificate (with UDIN) 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. [In case of JV a Certificate (with UDIN) from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV w.r.t GST in compliance with relevant GST rules or GST Registration Certificate of JV] Note: <i>i) If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST registration as per GST Act and rules.</i>

3.	Legal Status of the bidder	<p><u>Any one of the following document :</u></p> <p>i. Affidavit or any other document to prove Proprietorship/Individual status of the bidder.</p> <p>ii. Partnership deed containing name of partners</p> <p>iii. Memorandum & Article of Association with certificate of incorporation containing name of bidder</p> <p>Note : In case of JV :</p> <p>a. Details of all partners as at (i), (ii) & (iii) above (as applicable)</p> <p>b. JV agreement as per NIT Format (<i>Annexure-VIII</i>) and Power of Attorney to the Lead Partner of JV</p>
<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>		

- b. All the bidders have to submit the information in objective manner confirmed by the uploaded documents. The documents related to the information furnished online by bidder, based on which the auto evaluation takes place, will only be considered. If the bidder uploads any other document, it will be given no cognizance.

The scanned copy of following documents (valid on the end date of bid submission) will be uploaded by the bidder while submitting bid online:

PART-I (Cover-I)

Sl. No.	Submission of Documents related to Eligibility Criteria	Scanned copy of documents (valid on the end date of bid submission) to be uploaded by bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENTS)
1	2	3
1.	Work Experience [Ref.Cl.No.6(A) of e-Tender Notice]	<p>Bidders are required to submit satisfactory Work Completion Certificate issued by the employer against the experience of similar work containing all the information as sought online. In case of Sub-contractor, suitable document as per provision of eligibility, if applicable, shall be submitted.</p> <p>Work order, BOQ, TDS etc. may be sought during clarification or along with deficient documents.</p> <p><i>Note : The experience towards overseas jobs, if submitted, should be vetted/endorsed by the relevant* Embassy/High Commission concerned, towards authenticity of document. (Relevant embassy/High Commission means the embassy/High Commission in India of the country where the bidder has executed the said work or country of origin of the bidder OR the Indian embassy in the country where bidder has executed the work or country of origin of the bidder)</i></p>
2.	Financial Turnover [Ref.Cl.No.6(B) of e-Tender Notice]	Financial Turnover certificate (with UDIN No.) for last 3 (three) financial years, issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India, containing the information as furnished

		<p>by bidder online.</p> <p><i>Note : In case of foreign bidders : Financial Turnover certificate for last 3 (three) financial years, based on IFRS (International Financial Reporting Standards) accounting standard certified by a local practicing public accountant/audit firm duly vetted/endorsed by the relevant* Embassy/ High Commission concerned, towards authenticity of document. (*.Relevant Embassy/High Commission means the Embassy/High Commission in INDIA of the Country where the bidder has obtained Turnover certificate or Country of origin of the bidder OR the Indian embassy in the country where the bidder has obtained Turnover certificate or country of origin of the bidder)</i></p>
3.	<p>Working Capital [Ref.Cl.No.6(C) of e-Tender Notice]</p>	<p>Certificate of possessing adequate working capital atleast 20% of the "Annualized Value or Estimated Value which ever is less" of this work inclusive of access to lines of credit and availability of other financial resources, issued by a Practicing Chartered Accountant having a Membership Number with Institute of Chartered Accountants of India, containing the Unique Document Identification Number (UDIN), issued within 3 (Three) months prior to date of Opening of Tender.</p> <p>In case, access to lines of credit constitute the availability of Working Capital, Banker's Certificate (Scheduled Commercial Bank) regarding availability of access to credit [issued within 3 (Three) months prior to date of Opening of Tender].</p> <p>For foreign Partner(s), Banker's Certificate regarding availability of access to credit [issued within 3 (Three) months prior to the date of opening of tender, duly vetted/endorsed by the relevant Embassy/High Commission concerned, towards authenticity of document. Relevant Embassy/High Commission means the Embassy/High Commission in India of the Country where the bidder has obtained Banker's certificate or country of origin of the bidder].</p> <p>In case the bidder is a Joint Venture (JV), the requirement of Working Capital under this clause shall be met as per following proportion;</p> <p>i) The Lead Member shall have to possess at least 50% share in the required Working Capital in order to qualify in this tender (i.e., 50% of 20% of Annualised Value or Estimated Value put to tender, whichever is less).</p> <p>ii) All other members shall have to possess at least 25% share in the required Working Capital, in order to qualify in this tender (i.e., 25% of 20% of Annualised Value or Estimated Value put to tender, whichever is less).</p>
4.	<p>Authorization for Digital Signature Certificate [Ref.Cl.No.8(b) of e-Tender Notice]</p>	<p>a). If the bidder himself is the DSC holder bidding on-line then self declaration of the bidder to this effect.</p> <p style="text-align: center;">OR</p> <p>b). 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 authorization to submit bid on behalf of the bidder.</p>

5.	Undertaking	<p>Undertaking regarding relatives as employees of company, Registration with CMPF /EPF authorities, Banning/ Delisting of Bidder, Arbitration clause (in case of partnership/Joint Venture firm), Local supplier status of the Bidder as per clause 6F of NIT etc as per the format given in the bid document at Annexure XIII.</p> <p>Note: If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with its bid a certificate (with UDIN) 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.</p>
<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>		
<p>Special Note:- If a Bidder participates as a Joint Venture (JV), the benefits as per Public Procurement Policy for MSEs (Micro and Small Enterprises) Order -2012 shall not be applicable for them. This shall be applicable in all the sub head of Eligibility Criteria.</p>		

8. Submission of Bid:

All the bids are to be submitted online and on the website <https://coalindiatenders.nic.in>. No bid shall be accepted offline.

The bidder should strictly comply with following instructions :

a.) The bidders are required to submit offers online in Two Parts (Two Covers) in the links Cover-I and Cover-II.

i) Two Parts (Two Covers) of the bid should contain the details as follows:

Part-I/Cover-I:

- Authorization for DSC
- Undertaking
- Documents related to Eligibility Criteria as detailed at Clause No.6 & 7

Part II/ Cover-II:

- Prices only in the Excel format as indicated in the Bid document.

b.) **Bidder Online Registration :**

In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL/Subsidiary (<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.

NOTE : The Bidder(s) participating in the Name & Style of a Joint Venture, must have to get themselves registered online so that the 'Bidder Name' in the Bid Information of Bid Submission Confirmation (BSC) appears the same as the name & style of Joint Venture.

c.) **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 Bid document, undertakings and the e-Tendering system through e-Procurement Portal of CIL (<https://coalindiatenders.nic.in>) in order to become an eligible bidder. This will be a part of the agreement.

d.) **Letter of Bid :**

The format of Letter of Bid is given at Annexure I of Tender document. This will be the covering letter of the bidder for his submitted bid. The bidders have to accept unconditionally the Letter of Bid in GTE (General Technical Evaluation) at the time of bid submission. No recycling will be done for this document i.e. no further clarification will be sought from bidder(s).

e.) **Confirmatory Documents :**

All the confirmatory documents (valid on the end date of bid submission) as enlisted in the e-Tender Notice (Clause No.7) in support of online information furnished by the bidder are to be uploaded in Cover-I by the bidder while submitting the bid online.

f.) **Price Bid (Part-II/Cover-II):**

The Price bid containing the Bill of Quantity will be in .xls format (password protected) and will be uploaded during tender creation. This will be downloaded by the bidder and he will quote the rates for all items on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in Cover-II. The Price-bid will be in Item Rate or Percentage Rate BOQ format and the bidder will have to quote for all the tendered items and the L-1 will be decided on overall quoted value (i.e. Cost to Company). 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. Any alteration/modification in the Excel format may lead to rejection of bid.

The rates to be quoted by bidder shall be in INDIAN RUPEE only.

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST (Compensation to State) Cess, if applicable.

The system will compute the amount of GST and GST (Compensation to State) Cess, as per predefined logic in the BOQ sheet.

The Price bid file will be digitally signed and uploaded by the bidder in Part-II/Cover-III.

Decision about L-1:

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 and GST (Compensation to State) Cess.

(ii). If Input Tax Credit is Not Available:

COST TO COMPANY = Quoted Price of Bidder excluding GST and GST (Compensation to State) Cess (+) Amount of GST (+) GST (Compensation to State) Cess.

The payment of GST and GST (Compensation to State) Cess by service availer (i.e. SECL) to contractor/supplier 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 to State) Cess is responsibility of the contractor/supplier.

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

If SECL 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 contractor/supplier of goods and services in incorporating the tax invoice issued to SECL 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 contractor/supplier along with interest, if any.

g.) Eligible Bidders:

The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm, company, Joint Venture having eligibility to participate as per eligibility criteria stipulated in **clause No. 6** 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.

Note:

- i) Joint Venture shall not be allowed for participation in the bid with estimated cost of work put to tender up to Rs. 5.00 (Five) crores.*
- ii) The Bidder(s) participating in the Name & Style of a Joint Venture, must have to get themselves registered online so that the 'Bidder Name' in the Bid Information of Bid Submission Confirmation (BSC) appears the same as the name & style of Joint Venture.*

9. 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 portal. Under no circumstances, CIL/Subsidiary shall be liable to the bidders for any direct/indirect loss or damage incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

10. Extension of Time Schedule of Tender :

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 initially for a period of **04(Four) days** ending at 17.00 hrs:

- Last date of submission of Bid.
- Last date of receipt of EMD.
- 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.

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.

11. Opening of Bid:

- 11.1. Opening of Technical bid: The Technical bid (Cover-I) will be opened one day after the Bid submission end date or next working day whichever is later. Technical bid (Cover-I) will be decrypted and opened online by the "Bid Openers" with their Digital Signature Certificates on the prescheduled date & time of Tender Opening.
- 11.2. The e-Procurement System will evaluate the Technical bids automatically on the basis of relevant data provided by bidder through a form in an objective and structured manner while submitting bid. If the parameter given by bidder in objective and structured manner does not confirm to required eligibility criteria as specified in the tender document then the bid will be rejected.
- 11.3. All the documents uploaded by bidder(s) including the Evaluation sheets generated by the system online shall be downloaded after opening of Technical bid (Cover-I). After decryption and opening of Technical bid (Cover-I) the "Technical Bid Opening Summary" will be uploaded on the same day.

12. Evaluation of Tender :

- A. After opening of Technical bid, the documents submitted by bidder(s) 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 bidder(s) 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 bidder(s) then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing **7 (Seven) days (7 x 24 hours)** time for online re-submission by bidder(s). The bidder(s) will get this information on their personalized dashboard under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized 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 within the specified period of 7 (Seven) days. No further clarification shall be sought from Bidder.

- C. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.
- D. 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.
- E. In case the bidder(s) submit(s) requisite documents online as per NIT, then the bidder(s) will be considered eligible for opening of Price Bid.
- F. Seeking clarification shall be restricted to confirmation of submitted document/online information only and it should be only for one time for a period of up to 7 (Seven) days. The clarification shall be taken in online mode in the e Procurement portal of CIL only.
- G. Deleted.
- H. In case bidder(s) fails to confirm the online submitted information(s)/ declaration(s) by the submitted documents as (B) above, their/his bid shall be rejected; however, if the confirmatory documents do not change eligibility status of the bidder in connection his submitted online information(s)/declaration(s), then his/their bid will be accepted for opening of Price Bid.
- I. After Technical evaluation of tender, "Technical Evaluation Summary" will be uploaded by the evaluator and price bid shall be opened on preschedule date and time mentioned in the NIT online in the e Procurement portal of CIL. However, in case there is any extension of date and time of price bid opening, it shall be notified online and price bid shall be opened online on e-Procurement portal of CIL at rescheduled date and time.
- J. 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).
- K. **If L1 bidder backs out (i.e. Techno commercially established L1 bidder), the EMD will be forfeited and the bidder will be debarred for minimum one (1) year from participating in tenders in South Eastern Coalfields Limited. This banning shall be done under the provisions of the NIT and online blocking of the bidder shall be done in CIL e-Procurement portal.**

Note: In case *If the defaulter L1 bidder is a Joint Venture(JV) firm, penal action against the JV will also be applicable to all the partners of JV.*

- L. **Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall be applicable.**

In terms of the above said policy, purchase preference shall be given to 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. If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items under the sub-head of undertaking.
- 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.

- III. CIL/ Subsidiary 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.
- IV. 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.
- V. 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 SERVICE 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, in case the L-1 is other than MSE. If MSE is a L1 Bidder, full work will be awarded to such Bidder. If the MSE who have quoted lowest rate among the MSEs in the price band of L-1 + 15% do not agree to match the rate of L-1 of the tender, then the MSE with next higher quoted rate in the price band of L-1 + 15% shall be given chance to match the rate of L-1 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 CIL/ Subsidiary 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.
- 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.
- 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.

13. **Bid Validity:**

The Bid Validity Period will be **180 (One Hundred Eighty) days** from the end date of bid submission. The validity period of tender shall be decided based on the final end date of submission of bids, after extension, if any.

14. **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 and their EMD will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender. For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

- a. If the request of withdrawal is received before online notification for opening of price bid, the EMD will be forfeited and the bidder will be debarred for one (1) year from participating in tenders in SECL **with intimation to all concerned and online**

blocking of bidder shall be done on receipt of written communication from the Tender Inviting Authority by application admin of CIL e-Procurement Portal. The Price-bid of remaining bidders will be opened and the tender process shall go on.

- b. If the request of withdrawal is received after online notification for opening of price bid, the EMD will be forfeited and the bidder will be debarred for minimum one (1) year from participating in tenders in SECL **with intimation to all concerned and online blocking of bidder shall be done on receipt of written communication from the Tender Inviting Authority by application admin of CIL e-Procurement Portal.** 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 : Penal action against clause (a) & (b) above will be enforced from the date of issue of such order. The standard operating procedure to handle withdrawal of bid after end date of submission shall be as Clause no 15.

15. 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 JV and 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 (Joint Venture or 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 JV or 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.
- e. 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.

16. Tender Status:

It will be the bidder's responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract. Additionally, information shall also be sent by system generated e-mail and SMS at nodal points (Date of bid opening, Requisition for Clarification on Confirmatory document from L-1 bidder, award of work etc.). No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of Confirmatory documents within prescribed time. The Tender Status will be in public domain and anyone visiting the site can view it by identifying the tender.

17. Refund of EMD to Unsuccessful Bidders :

- a. If EMD is paid by the Bidder in online mode (Direct Debit/NEFT/RTGS) then the EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the cases where EMD is to be forfeited).
- b. No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.
- c. If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason then it will be paid through conventional system of e-payment. For this purpose, if required, Tender Inviting Authority will obtain the Mandate Form (as per format enclosed at Annexure-III) from the Bidder.
- d. In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.
- e. If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.
- f. The EMD of successful bidder (on Award of Contract) will be retained by SECL and will be adjusted to Performance Security Deposit at the option of the Bidder.

18. One Bid per Bidder:

- 17.1 Each Bidder shall submit only one Bid, either individually, or as a proprietor, or as a partner in a partnership firm or a partner in a Joint Venture or as a Company registered under Company's 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.

17.2 Conflict of Interest.

A bidder may be considered to have 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 i.e. 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. Bidder's must proactively declare such sister/ common business/ management in same/ similar line of business;

All such bidders having Conflict of Interest shall be disqualified.

19. Site Visit:

- 18.1 The bidder, at the Bidder's own responsibilities, cost and risk, is encouraged to visit and examine the Site of Works and it's 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.
- 18.2 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.
- 18.3 The Bidder is expected, before quoting his rate, to go through the requirement of materials/workmanship, specification, requirements and conditions of contract.
- 18.4 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.

20. 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. CIL/Subsidiary) 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 CIL/Subsidiary directly to concerned authorities in terms with GST provisions.

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

If CIL/Subsidiary 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 CIL/Subsidiary 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.

21. **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.
22. **Technical Specifications:**
The tenderer shall closely study all specifications in detail, which govern the rates for which he is tendering.
23. **Currencies of Bid and Payment:**
The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees only.
24. **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.
25. **Deployment of Manpower and Machineries:**
The tenderer(s) will deploy sufficient number and size of equipments/machineries/vehicles and the technical/ supervisory personnel required for execution of the work.
26. **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.
27. **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.
28. **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 **and forfeiture of the Earnest Money. In addition, the department may debar the bidder from participating in future bids for at least 12 months as per Guidelines of Banning of Business with intimation to all concerned and online blocking of bidder shall be done on receipt of written communication from the Tender Inviting Authority by application admin of CIL e-Procurement Portal.**
29. **Public Enterprises preference:**
The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
30. **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 General Terms and Conditions.

31. 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.

32. This e-Tender Notice shall be deemed to be part of the Contract Agreement.

33. Splitting up of the work

The Company does not bind itself to accept the lowest bid and reserves the right to reject any or all the bid without assigning any reasons whatsoever and also to split up the work between two or more tenderers or accept the tender in part and not in its entirety, at its sole discretion.

34. Addendum/Corrigendum/Date Extension:

Any addendum/corrigendum/date extension etc. in respect of this tender shall be issued on our website (<https://coalindiatenders.nic.in>) only. No separate notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.

35. Restrictions on Procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries:

The guidelines as per order no.F.No.6/18/2019-PPD dt 23/7/2020 of Ministry of Finance, GoI as amended from time to time shall be applicable.

- 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 context) means any person or firm or company, including any member of a 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 herein before, 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 order F.No. 6/18/2019-PPD dated 23.07.2020 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 joint venture where any member of the 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(s), 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 the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders 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 percent of capital or profits of the partnership;
 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 or entitlement to more than fifteen percent 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 percent 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.

Note:

1. (a) The intending bidders must accept online, the clauses of Annexure-II in compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 and as amended from time to time of Ministry of Finance, GoI.

AND

- (b) Valid registration from competent authority (if applicable). Registration should be valid at the time of submission of bid and at the time of acceptance of bids.
2. Guidelines issued by GoI regarding registration with Competent Authority and regarding exclusion from restriction may please be referred.

36. 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.

37. Pre-Contract Integrity Pact :

The format of the Pre-Contract Integrity Pact is given at **Annexure-IX** of the Tender document. The bidders have to accept unconditionally the Pre-Contract Integrity Pact in GTE (General Technical Evaluation) at the time of bid submission.

Name, address and contact No. of the Independent External Monitors (IEM) nominated for this tender:

Name	Address	email Id
Sri Ram Tirath IRS (Retd.)	U-16, Third Floor, Green Park Extension, New Delhi-110016	rtfinmin@gmail.com
Sri Sanjeev Behari IRS (Retd.)	A-81, Sector - 50, Noida, Gautam Budh Nagar, UP - 201301	saloni.behari@yahoo.co.in

Sd/-
General Manager (Civil)/HoD