

'Under Jurisdiction of Bilaspur Court only'

साउथ ईस्टर्न कोलफील्ड्स लिमिटेड



**South Eastern Coalfields Limited**

(A Mini-Ratna PSU) (CIN: U10102CT1985GOI003161)

पंजि. क्रमांक : सीपत रोड, बिलासपुर (छ.ग.) 495006

Regd. Office: Seepat Road, Bilaspur-495 006 (C.G.)

Email: gmcivil.secl@coalindia.in , gmcivilhod.secl@gmail.com

**Office of the General Manager (Civil)/HoD.**



NIT No: GM(C)/SECL/BSP/e-T\_TK/E&M-Solar/2024-25/24

Date: 12.07.2024

**NOTICE INVITING TENDER (For Turnkey Tenders)**

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

Description of work	Estimated Cost of Work (Without GST) (In Rs.)	GST on the Estimated Cost of Work (In Rs.)	Total Cost of the Work including GST (In Rs.)	Earnest Money (In Rs.)	Period of Completion (In Days)
Design, Engineering, Construction, Fabrication, Erection, Supply, Installation, Testing and Commissioning of grid connected floating solar PV power plant of capacity of 1.5 MW (AC) with minimum 30 percentage DC overload capacity which includes of all Civil, Structural, Electrical Works, Power Evacuation arrangement, all other accessories and facilities required to make it complete in all respects including Operation & Comprehensive Maintenance of plant during Defect Liability Period (DLP) period of 10 years on Turnkey basis , at Sharda OC, Sohagpur Area, SECL	₹11,73,61,000.00	₹1,66,27,000.00	₹13,39,88,000.00	₹16,74,900.00	Total contract period- 4015 days (11years) (a)Period of Construction, trial run and commissioning of Solar plant- 365 days (01year) (b)Operation and Maintainence during DLP- 3650 days (10years)

Note: DLP denotes Defect Liability Period after Trial Run, Performance Guarantee Test (PGT) & Commissioning and for a period of 10 (Ten) Years.

The details of the tender will be mirrored in the Central Public Procurement Portal <http://eprocure.gov.in> of Govt. of India.

i) Details of GST Registration of SECL:

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

ii) For Site visit of location of work, the prospective bidder(s) may contact General Manager(E&M), SECL HQ, Contact - 9425530476, SO(E&M), Sohagpur Area, Contact - 9425533402.

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 : <a href="mailto:gmcivilhod.secl@gmail.com">gmcivilhod.secl@gmail.com</a> , <a href="mailto:gmcivil.secl@coalindia.in">gmcivil.secl@coalindia.in</a> )	1. Mr. K. S. Chellam Naidu Boni, Sr. Manager (Civil)	6232015388
	2. Mr. Mrityunjay Mishra, Manager (E&M), CE&NI	9425531918
	3. Mr. Akash Kumar Srivastava, Dy. Mgr. (Civil)	7880128817

## 2. Time Schedule of Tender:

Sl. No.	Particulars	Date	Time
1	Tender e-Publication date	16-07-2024	17.00 hour
2	Document download start date	16-07-2024	17.00 hour
3	Document download end date	10-08-2024	17.00 hour
4	Bid Submission start date	23-07-2024	17.00 hour
5	Bid submission end date	10-08-2024	17.00 hour
6	Start date for seeking Clarification on-line	16-07-2024	17.00 hour
7	Last date for seeking Clarification on-line	03-08-2024	17.00 hour
8	Date of Pre-bid Meeting	19-07-2024	<b>11.00 hour</b>
9	Part-I/Technical Bid Opening date	12-08-2024	<b>11.00 hour</b>
10	Part-II/ Price Bid Opening date	To be notified later on	

\*Note:

- i. If number of bids received online is found to be less than three, then last date of submission of Bid and Technical Bid Opening date will be automatically extended for a period of Four days. The auto extension shall work on the basis of number of bids received only. In case of holiday, the due date of opening will be extended to next working day.
- ii. This extension will be also applicable in case of receipt of zero bid.
- iii. Bidders will have right to modify / withdraw their bids during extended period of submission of bids.
- iv. After extension, as stated above the tender shall be opened irrespective of available No. of bids on the extended date of opening of tender.
- v. If the above extended date falls on Holiday i.e. a non-working day as defined in the e-procurement portal, then the same is to be re-scheduled to the next working day.
- vi. The validity period of the tender should be decided based on the final end date of submission of bids.
- vii. The Employer reserves the right to issue corrigendum/addendum and it shall be binding on part of the Bidders.

### **3. Earnest Money Deposit (EMD):**

3.1 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.

**Net-Banking:** In case of payment through net-banking the money will be immediately transferred to designated Account.

**NEFT/ RTGS:** In case of payment through NEFT/ RTGS the Bidder will have to make payment as per the Challans generated by system on e-Procurement portal before submission of bid. The EMD payment through NEFT/ RTGS mode should be made well ahead of time to ensure that the EMD amount is transferred to account before bid submission.

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

3.3 In case of exemption of EMD, the scanned copy of document (attested by notary public) in support of exemption will have to be uploaded by the bidder during bid submission. However, this option is to be enabled only in those cases where the exemption of EMD to some bidders is allowed as per NIT.

In online payment of EMD, if the payment is made by the Bidder within the last date & time of bid submission but not received by the Company within the specified period due to any reason then the bid will not be accepted. However, the EMD will be refunded back to the Bidder.

### **4. Pre-bid Meeting:**

Pre-bid meeting will be held on scheduled date & time in the office of Tender Inviting Authority, if specified under Instructions to Bidders. 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, before start date of bid submission 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 the relevant queries.

### **6. On-line 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:**

7.1 The Invitation for Bid(s) is open to all Bidders including an individual, proprietorship firm, partnership firm, company registered under Companies Act, any legal entity or JV/Consortium. The bidders shall be eligible to participate only if they fulfill the qualifying criteria laid down separately hereinafter.

- 7.2 A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works shall not be eligible to Bid.
- 7.3 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. 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.
- 7.4 Joint Venture(JV)/Consortium: Two or three companies/ contractors may jointly undertake contract/contracts. Each entity will be jointly and severally responsible for completing the task as per the contract **(applicable for bids with estimated cost above Rs. 5 crores).**

JV/Consortium Details: -

Name of all partners of a JV/Consortium (Not more than 3)

1. Lead partner
2. Partner
3. Partner

NOTES: JV/Consortium must comply the following requirements:

- i) Following are the minimum qualification requirements for JV/Consortium:
- a) The qualifying criteria parameter e.g. experience of the individual partners of the JV/CONSORTIUM with be as deliberated under cl.3.4 (A) of ITB towards fulfillment of qualification criteria related to experience.
  - b) The qualifying criteria parameter e.g. financial resources (turnover and working capital) of the individual partners of the JV/CONSORTIUM. will be added together, for the relevant period, and the total criteria should not be less than as deliberated under cl.3.4(B) & 3.4(C) of ITB towards fulfillment of qualification criteria related to financial turnover. However, the required Working Capital shall be met by individual JV/CONSORTIUM partners as spelt out in the relevant clause.
- ii) The formation of JV/Consortium or change in the JV/Consortium character/ partners after submission of the bid and any change in the bidding regarding JV/Consortium /will not be permitted.
- iii) The bid, and in case of a successful bid- the agreement, shall be signed so as to legally bind all partners jointly and severally and any bid shall be submitted with a copy of the JV/Consortium Agreement providing the joint and several liabilities with respect to the contract.
- iv) The pre-qualification of a JV/Consortium does not necessarily pre-qualify any of its partners individually or as a partner in any other JV/Consortium or association. In case of dissolution of a JV/Consortium, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
- v) The bid submission must include documentary evidence to the relationship between JV/Consortium partners in the form of JV/CONSORTIUM Agreement to

legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the JV/Consortium. Such JV/CONSORTIUM Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.

vi) One of the partners shall be nominated for being In-Charge of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners.

vii) The JV/CONSORTIUM Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the JV/Consortium and the entire execution of the contract shall be done with active participation of the Lead Partner.

viii) The contract agreement should be signed by each JV/Consortium Partners. Subsequent declarations/letters/documents shall be signed by lead partner authorized to sign on behalf of the JV/CONSORTIUM or authorized signatory on behalf of JV/CONSORTIUM.

ix) The bid should be signed by the DSC holder submitting the bid.

x) An entity can be a partner in only one JV/Consortium. Bid submitted by JV/Consortium including the same entity as partner will be rejected.

xi) The JV/CONSORTIUM agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required to fulfill eligibility criteria and also for the purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.

xii) The earnest money / bids security bank guarantee can be submitted by the JV/Consortium or one or more partners of the JV/Consortium.

xiii) The JV/CONSORTIUM agreement must specifically state that it is valid for the project for which bidding is done. If JV/CONSORTIUM breaks up midway before award of work and during bid validity period bid will be rejected.

If JV/CONSORTIUM breaks up midway before award of work and during bid validity/after award of work/during pendency of contract, in addition to normal penalties as per provision of bid document, all the partners of the JV/CONSORTIUM shall be debarred from participating in future bids for a minimum period of 12 months.

xiv) JV/CONSORTIUM agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.

xv) JV/CONSORTIUM shall open a bank account in the name of JV/CONSORTIUM and all payments due to the JV/CONSORTIUM shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like

PAN/GSTIN, etc. in the name of the JV/Consortium shall be submitted by JV/CONSORTIUM before making any payment.

7.5 Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) issued by Govt. of India as amended from time to time shall be applicable. The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.

7.6 No sub-letting of the work as a whole by the contractor is permissible. Prior permission is required to be taken from the principle employer for engagement of sub-contractors.

## 8. Eligibility Criteria to qualify for the award of contract and data/supporting documents to be uploaded online.

8.1 Eligibility criteria to qualify for award of the contract –

### **A. Work Experience: (Please refer Annexure-B 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.

### **Definition of Similar Nature of Work:**

**“Design, supply, installation, commissioning and testing of Solar Photo Voltaic (SPV) grid connected power plant(s). The SPV plant shall be any or all of the following installations:**

- a. Ground Mounted SPV**
- b. Roof-top SPV**
- c. Floating SPV “**

Or,

**Execution of Solar Photo Voltaic (SPV) grid connected power plant(s) on Turnkey Basis for any of the following installations:**

- a. Ground Mounted SPV**
- b. Roof-top SPV**
- c. Floating SPV**

Or,

**Work identical in name and nature of the tendered work.**

The intending tenderer must submit documentary evidence in support of above in the form of (i) certified copy of work order, (ii) completion certificate indicating value and period of work, The TDS certificate be submitted during clarification, if any.

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) JV/Consortium, shall be allowed for participation in the bid with estimated cost Above Rs. 5.0 Crores.

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

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

- 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/CONSORTIUM 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.  
However, the participating share of JV/CONSORTIUM partners shall be as below:
      - i) Lead Partner shall have at least 50% participating share in JV/CONSORTIUM
      - ii) Other partner(s) shall have at least 20% participating share in JV/CONSORTIUM.

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 seven years' period.

Cost of previous completed work(s) shall be given a simple weightage of 5% per year to bring them at current price level, while evaluating the qualification requirement of the bidder. Such weightage shall be considered after end date of completion. 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. Description of qualifying experience (similar nature)
- ii. Start date & end date of each qualifying experience (similar nature)
- iii. Work order Number / Agreement Number of each experience
- iv. Name & address of Employer/ Work Order Issuing authority of each experience
- v. Percentage (%) share of each experience (In case the experience has been earned by the bidder as a partner in a JV/Consortium firm/partnership firm then the proportionate value of experience in proportion to actual share of bidder in that JV/Consortium firm/partnership firm will be considered against eligibility else it shall be taken as 100%).
- vi. Executed Value of work against each experience
- vii. In case the bidder is a JV/Consortium, work experience as above may be furnished as the work experience of the bidder.

**Note:** Work experience criteria is not required for tender value below Rs.50 Lakh unless otherwise specified in the NIT.

**Supporting Documents to be uploaded online:**

For work experience Bidders are required to submit Work Experience (includes completed / ongoing) Certificate issued by the employer against the Experience of similar work containing all the information as sought on-line.

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

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

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 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.

Note:

- i) Financial turnover shall be given a simple weightage of 5% per year to bring them at current price level, while evaluating the qualification requirement of the bidder. Such weightage shall be considered 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.

JV/Consortiums shall meet the above eligibility requirement, in the following manner:  
The qualifying criteria parameter e.g. financial resources of the individual partners of the JV/Consortium will be added together, for the relevant financial year, and the total should not be less than as spelt out above. this is applicable for 8.1(C) also.

**Supporting Documents to be uploaded online:**

Financial Turnover certificate having a Unique Document Identification Number (UDIN) with Institute of Chartered Accountants of India

**C. 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) 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.

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) 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: In case of tender of more than one-year period of construction of plant including trial run and performance guarantee test, the annualised value to be worked out as under:

$$\text{Annualised value} = \frac{\text{Estimated cost of the work (including GST) put to tender.}}{\text{Period of construction of plant including trial run and performance guarantee test in days.}} \times 365$$

**Note:**

- a) In case of the bidder is a Joint venture/ CONSORTIUM, the Working Capital of the individual partners of the JV will be added together and is to be furnished as the Working Capital of the bidder.

**In case of JV/CONSORTIUM, the requirement of Working Capital under this clause shall be met as per following proportion:**

- a. 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 annualized value or estimated value put to tender, whichever is less).
- b. 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. 50% of 20% of annualized value or estimated value put to tender, whichever is less).

**Supporting Documents to be uploaded online:**

Certificate of Working Capital issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India with Unique Document Identification Number (UDIN).

**D. Permanent Account Number:** The bidder should submit a Permanent Account Number (PAN) issued by Income tax Department.

**In respect of the above eligibility criteria the bidder is required to furnish the following information online:**

- i) Confirmation regarding possessing of Permanent Account Number(PAN) issued by Income Tax department, Govt. of India in the form of Yes / No

**Scanned copy of documents to be uploaded by bidder(s) in Bidder space/ My Document.**

PAN CARD of the bidder

**Note:**

In case of JV/CONSORTIUM, PAN card for each Indian partner of JV/CONSORTIUM and Verifiable Tax Residency Certificate of respective country for each foreign partner or JV/CONSORTIUM itself.

**E. 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

**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 bidder(s) in Bidder space/ My Document.**

GST Registration Certificate of the bidder.

**Note:**

i). In case of JV/CONSORTIUM, In case of JV/CONSORTIUM, Bidder should submit scanned copy of GST status of Lead Partner only or GST Registration Certificate of JV/CONSORTIUM itself.

ii). In case the work/service is awarded to a JV/Consortium 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 JV/Consortium 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.

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

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

Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 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:**

Confirmation in the form of Yes/No regarding possessing of required document indicating percentage of local content as enlisted in NIT.

**Note:-**

- a) 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.
- b) 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.

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.

**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. (NOT APPLICABLE WHERE ESTIMATED COST PUT TO TENDER IS LESS THAN 5 LAKHS.)**

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

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

- I. In the procurement of works which are divisible in nature, the following procedure shall be followed :-
- i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract for full quantity will be awarded to L-1 at L-1 price by the Purchaser.
- ii) If L-1 is not a Class-I local supplier, 50% of the order quantity shall be awarded to L-1. Thereafter, the lowest bidder among the Class-I local suppliers will be

invited to match the L-1 price for the remaining 50% quantity subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such local supplier subject to his matching the L-1 price. In case such lowest eligible Class-I supplier fails to match the L-1 price or accept less than the offer quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L-1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on L-1 bidder.

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

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

**Verification of local content :**

- i) All the Bidders at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items.
- ii) 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.
- iii) False declarations will attract **Guidelines on Debarment of firms from Bidding** for a period up to two year and with process in line with clause 19 of GTC.
- iv) A local supplier who has been debarred by any procuring entity for violation of above order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

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

8.6 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- b) The 'contract' shall mean the notice inviting tender, the tender as accepted by the company and the formal agreement executed between the company and the contractor together with the documents referred to therein including conditions of contract, special conditions, if any, specifications, designs & drawings including those to be submitted during progress of work, scope of work, billing schedule/schedule of quantities with rates and amounts. Until the formal agreement is signed between the Owner and Contractor, LOA/Work Order together with Contract Document, shall constitute the Contract.

## 9. General Instructions for Submission of Bid

- a. All the bids are to be submitted online on e-procurement portal of CIL. No bid shall be accepted offline.
- b. In order to submit the Bid, the Bidders have to get themselves registered online on the e-Procurement portal of CIL (<https://coalindiatenders.nic.in>) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one-time activity only. The registration should be in the name of Bidder, whereas DSC holder may be either Bidder himself or his duly authorized person. The Bidder is one whose name will appear as Bidder in the e-Procurement Portal.
- c. The Bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions 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 accepted.
- d. **Letter of Bid:** The Letter of Bid addressed to the Tender Inviting Authority (TIA) will be given in Tender document containing name of the work, NIT No., Tender ID. This will be the covering letter of the Bidder for his submitted bid. The Bidders have to accept unconditionally the Letter of Bid at **Annexure-VI** and Undertaking at **Annexure-VII** in GTE (General Technical Evaluation) at the time of bid submission. This online acceptance during bidding through GTE shall be construed as submission of LOB by bidder.

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

S No	Document	Scanned copy of documents uploaded by bidder in Bidder's space/ My Document
1	2	3

1	Permanent Account Number (Ref. Clause No.8(D) of NIT)	<p>PAN card issued by Income Tax department, Govt. of India.</p> <p>In case of JV, PAN card for each Indian partner of JV and Verifiable Tax Residency Certificate of respective country for each foreign partner or JV itself.</p>
2	Goods and Services Tax (GST) Status of Bidder (Ref. Clause No.8(E) 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: <u>GST Registered Bidder under regular scheme</u></p> <p>Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</p> <p>b) Status: <u>GST Registered Bidder under composition scheme</u></p> <p>Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</p> <p>c) Status: GST unregistered bidder:</p> <p>Document: A Certificate having 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.</p> <p>[In case of JV, Bidder should submit scanned copy of GST status of Lead Partner only or GST Certificate of JV itself]</p> <p><b>Note:</b></p> <p><i>i) If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST registration as per GST Act and rules.</i></p>
3	Legal Status of the bidder	<p><u>Document(s) covered under any one of the following sub-head(s):</u></p> <ol style="list-style-type: none"> <li>1. Affidavit or any other document to prove proprietorship/Individual status of the bidder.</li> <li>2. Partnership deed containing name of partners.</li> <li>3. Memorandum &amp; Article of Association with certificate of incorporation containing name of bidder.</li> </ol> <p>1. The following documents in respect of Legal Status of a JV/CONSORTIUM Bidder shall be uploaded in Bidder's Space by the JV Bidder:</p> <ol style="list-style-type: none"> <li>i. Scanned copy of JV/CONSORTIUM Agreement containing name of partners and lead partner, Power of Attorney to the lead partner and share of each partner as per Annexure-II.</li> </ol>

		<p>ii. Power of attorney of the respective partners from the Board of Directors of the concerned Company, or from the partners of the entity, or from the proprietor, authorizing the signatory of JV agreement on behalf of them.</p> <p>iii. The document(s) (any of them as applicable) regarding legal status of all the individual partners of JV/CONSORTIUM mentioned below:</p> <p>a) Affidavit or any other document to prove Proprietorship/Individual status of the Bidder. OR</p> <p>b) Partnership deed containing name of partners.  OR</p> <p>c) Memorandum &amp; Article of Association with certificate of incorporation containing name of Bidder.</p> <p><b>Special Note:</b> The bidder has to upload the JV documents as per the format of Annexure-II pertaining to subject tender with reference to NIT No. and Tender ID.</p>
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**e. Confirmatory Documents:**

All the Confirmatory documents as enlisted in the NIT in support of online information furnished by the Bidder are to be uploaded in Cover-I by the Bidder while submitting the bid online.

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 <i>[Ref.Cl.No.8(A) of e-Tender Notice]</i>	<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.</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	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



	[Ref.Cl.No.8(B) of e-Tender Notice]	<p>Accountants of India, containing the information as furnished 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</p> <p>[Ref.Cl.No.8(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 <b>(Three) months</b> 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 <b>(Three) months</b> 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><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;</b></p> <p><b>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).</b></p> <p><b>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).</b></p>
4.	<p>Authorization for Digital Signature Certificate</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>

		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.
5.	Undertaking	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 <b>Annexure VIII</b> .  <b>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.</b>
<p><b>Note:</b> 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><b>Special Note:-</b></p> <p><b>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.</b></p>		

#### 10. Price Bid (in Cover-II):

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

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

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

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

### **System for decision of L1 bidder**

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

#### **Case - 1: Works for which INPUT TAX CREDIT (ITC) is not available to the Company.**

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

Then share of GST to be deposited by CIL/ Subsidiary, if any will be deducted from overall bid value to arrive at the Contract value. The Price-bids of the tenderers shall have no condition. The Price Bid which is incomplete and not submitted as per instruction given above is liable for rejection.

#### **Case - 2: Works for which INPUT TAX CREDIT (ITC) is available to the Company.**

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

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

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

#### **11. 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.

#### **12. 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, CIL/ Subsidiary 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.

#### **13. Validity Period of Offer**

The rates offered in Part II (Price Bid) should be valid for 180 days after the last date of submission of Bid.

#### **14. Opening of Technical Bid:**

**14.1** 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 after the prescheduled date & time of Tender Opening.

**14.2** 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 evaluated by system as non-complied/ auto rejected.

**14.3** All the documents uploaded by bidder(s) including EMD exemption documents (if any) and 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.

## **15. Technical 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 opening of price bid.
- b. In case the Tender Committee finds that there is some deficiency in uploaded documents (i.e. w.r.t confirmatory 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 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 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 days. The clarification shall be taken in online mode in the e- Procurement portal of CIL only.
- g. 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.
- h. After Technical evaluation of tender, "Technical Evaluation Summary" will be uploaded by the evaluator and price bid shall be opened on/after 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 after rescheduled date and time.
- i. 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).
- j. 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 CIL/SECL.

**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.*

NOTE: 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.

**k. 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 L1 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 L1 + 15% do not agree to match the rate of L1 of the tender, then the MSE with next higher quoted rate in the price band of L1 + 15% shall be given chance to match the rate of L1 for award of the complete job. This process to be repeated in till work is awarded to MSE or MSE bidders are exhausted.

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

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

v) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority must be submitted by the bidder in addition to certificate of registration with anyone of the agencies mentioned in paragraph (I) above. The bidder shall be responsible to furnish necessary documentary evidence for enabling 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.
- In case of Public Limited Companies, at least 51% share shall be held by SC/ST entrepreneurs at any given point of time.

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

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

vii) Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy.

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.

ix) If MSE Bidder withdraws his offers after last date of bid submission or fails to sign the Agreement or commence the work as per Conditions of Contract then such Bidder shall be

debarred for a minimum period of 1(One) year in line with provisions of Guidelines on Debarment of firms from Bidding.

x) If a bidder participates as a joint Venture (JV), the benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable to them (Note: Applicable for Tenders for Services).

#### **16. ONE BID PER BIDDER**

Each Bidder shall submit only one Bid, either individually, or as a proprietor, or as a partner in a partnership firm or as a partner in a JV/Consortium/Consortium 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.

#### **17. Refund of EMD:**

- 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 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) At the option of bidder, the EMD of successful bidder (on Award of Contract) will be retained by SECL and will be adjusted to Performance Security Deposit.

#### **18. Site Visit:**

18.1 The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of Works and its surroundings, 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 construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

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

18.3 Site Investigation Reports: The Contractor, in preparing the bid, shall rely on the Site Investigation Report referred to in the contract data, supplemented by any information available to the Bidder

18.4 The bidder is expected, before quoting his rate, to go through the requirement of materials, workmanship, specification and conditions of contract.

## **19. Taxes and Duties:**

All duties, taxes excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable) only and other levies 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 be computed by system in BOQ sheet as per pre-defined logic.

All investments, operating expenses, incidentals, overheads, leads, lifts, carriages 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 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 thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of Bidder/Contractor.

However, in case 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 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, if any.

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

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 indicated in the bidding document.



**20. 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.

**21. Technical Specifications:**

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

**22. Currencies of Bid and Payment:**

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

**23. 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.

**24. 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.

**25. Change in Constitution of the Contracting Agency:**

Previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the Firm. If previous approval is not obtained the same will be treated as a breach of contract and shall have same consequences due to such breach of contract.

**26. 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.

**27. Notification of Award and Signing of Agreement :**

27.1 The Bidder, whose Bid has been accepted, will be notified of the award by the Employer prior to expiration of the Bid validity period through e-Procurement portal and confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").

The offline communication of LOA shall not be mandatory.

27.2 The notification of award will constitute the formation of the Contract.

The works should be completed within the period specified in the NIT from expiry of \*30 (Thirty) days from the issue of letter of acceptance issued by department or within 7 days of handing over of the site, whichever is later.

27.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder, work programme etc. within 60(sixty) days following the notification of award along with the letter of Acceptance and / or Work Order issued by department.

In case of failure to submit performance security and enter in to agreement in

specified period or extended period, on written request of contractor, if any, the department in addition to other penal measures as per clause 14.5 of ITB shall debar the selected bidder from participating in re-tender. In addition, the department may debar the bidder from participating in future bids in accordance with Guidelines for Debarment of firms from Bidding.

27.4 In the bidding process, the cause of rejection of Bid of any bidder should be intimated to non-qualified bidder after the award of the work to the successful one. The Security / Earnest Money shall be refunded to unsuccessful bidders as per provision of Cl. 14.3.

27.5 The contractor shall enter into and execute contract agreement in the prescribed form. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties. One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the company. For any additional copy, additional cost to be charged.

All additional copies should be certified by the Engineer-in-Charge.

The contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Engineer-in-charge, his representatives or any other officials authorized by the company for the purpose.

The contract document shall not be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

## **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 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:

The penal actions are-

1. If the request of withdrawal is received before online notification for opening of price bid, the EMD will be forfeited and Bidder will be debarred for a minimum period of one year from participating in tenders in CIL/Subsidiary. The Price-bid of remaining Bidders will be opened, and the tender process shall go on.
2. 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 a minimum period of one year from participating in tenders in CIL/Subsidiary. The Price-bids 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.

## **29. 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.

**30. Postponement of scheduled date(s):**

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

**31. Public Enterprises preference:**

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

**32. Contract Agreement Document(s):**

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

**33. Prohibition of Child Labour engagement:**

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

**34. Implementation of CMPE/EPF:**

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

**35. Settlement of Disputes:**

Matters relating to any dispute or difference arising out of this tender and subsequent contract Awarded based on this tender, shall be dealt as per Clause No. 42- title-' Settlement of Disputes with the Contractor' of the 'General Terms and Conditions' of 'Conditions of Contract' of the tender document.

**36. Restriction on Procurement from a bidder of a country which share a land border with India and on sub-contracting to Contractors from such countries:**

- 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 JV/Consortium (that is an association of several persons, or firms

or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means. -

- a. An entity incorporated, established or registered in such a country; or
- b. A Subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entry substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or JV/Consortium where any member of the consortium or JV/Consortium 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 persons, who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means

Explanation--

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the Company
  - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their 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 persons, 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 (d) 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.

**37. Code of Integrity for Public Procurement (CIPP)**

The bidders/ contractors are required to abide the Code of Integrity for Public Procurement (CIPP) as given in the tender document at **Annexure IA**.

**38.** Any corrigendum/ date extension etc. in respect of above tender shall be issued in 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.

**39. Integrity Pact (applicable for tenders with estimated cost more than Rs. 500 lakhs/ as decided by CIL/ Subsidiary).**

Bidders are required to accept unconditionally the Pre-Contract Integrity Pact in GTE as per enclosed format, **Annexure I**.

Name	Address	email Id
<b>Shri Vinayaka Rao Turaga, IOFS(Retd.)</b>	Turaga House, Anne Baburao Colony, Penamaluru Vijayawada, Andhra Pradesh - 521139	<a href="mailto:tvrao56@gmail.com">tvrao56@gmail.com</a>
<b>Sri Sanjeev Behari IRS (Retd.)</b>	A-81, Sector – 50, Noida, Gautam Budh Nagar, UP – 201301	<a href="mailto:saloni.behari@yahoo.co.in">saloni.behari@yahoo.co.in</a>

**40.** The Company is not under any obligation to accept the lowest Bid/Bids and reserves the right to reject any or all the Bids without assigning any reason whatsoever, and also to distribute the work and allot the work/ works to more than one Bidder or accept the tender in part and not in its entirety, at its sole discretion.

**41.** The Company reserves the right to extend the date of submission and opening of bid or to cancel the bid without assigning any reason whatsoever.

Any addendum/corrigendum/ date extension etc. in respect of above tender shall be issued on our website only. No separate notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.

**42.** The provisions regarding notification of award, formation of agreement, acceptance/rejection of Bid, cancellation/award with respect to the Tender etc shall be the Part of NIT.

**(Digitally Signed with DSC)  
General Manager (Civil)/HoD,  
SECL, Bilaspur**