

नॉर्दर्न कोलफील्ड्स लिमिटेड
(मिनिरातन कंपनी)
(कोल इण्डिया लिमिटेड की अनुषंगी कंपनी)



Northern Coalfields Limited
(A Miniratna Company)
(A subsidiary of Coal India Limited)

प्रणाली विभाग/ System Department



CIN- U10102MP1985GOI003160

An ISO: 9001, ISO: 14001 & OHSAS: 18001 Certified Company

पोस्ट- सिंगरौली कोलियरी, जिला- सिंगरौली, म.प्र., पिन 486889/ Post- Singrauli Colliery, Distt- Singrauli, M.P. PIN-486889

Phone: 07805- 266496, (FAX) 266640 website : www.nclcil.in

NIT No: NCL/SGR/SYS/AMC-PC/2019/3248

Dated: 13/07/2019

e-TENDER NOTICE

1. Digitally signed and encrypted e-Tenders are invited under Two Part system on the website <https://coalindiatenders.gov.in> from the reputed and experienced contractors for the following work:

Description of Work	Location	Estimated Value (₹)	Earnest Money (₹)	Period of Completion
Annual Maintenance Contract of PCs and its peripherals.	NCL HQ and Projects / Units & NCL Desk Office Kolkata	2,24,44,884.00	2,80,600.00	1080 Days (36 months)

2. The bid documents will be available on the website(s) <https://coalindiatenders.nic.in>, <https://eprocure.gov.in> & <https://nclcil.in> and can be downloaded by the bidder up to the bid submission end date. There is no Application Fee.

3. Time Schedule of Tender:

S No.	Particulars	Date	Time
1	Tender e-Publication date	13/07/2019	05:00 PM
2	Document download start date	14/07/2019	09:30 AM
3	Document download end date	13/08/2019	11:00 AM
4	Bid Submission start date	14/07/2019	09:30 AM
5	Bid submission end date	13/08/2019	11:00 AM
6	Start date for seeking Clarification on-line	14/07/2019	09:30 AM
7	Last date for seeking Clarification on-line	06/08/2019	11:00 AM
8	Bid Opening date (Part I & Part II)	14/08/2019	11:00 AM
9	Start date of Reverse Auction (Applicable for estimated cost of Rs. 1.00 Crore and above only)	As specified online	

4. ONLINE MODE FOR DEPOSITION OF EMD:

4.1 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. In case of payment through net-banking the money will be immediately transferred to CIL/Subsidiary's designated Account. 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 <https://coalindiatenders.nic.in> and will have to furnish online the Unique Transaction Reference (UTR) Numbers before submission of bid. **Bidder will be allowed to submit his/her bid by the system only when the EMD is successfully received in CIL/Subsidiary account and the information flows from Bank to e-Procurement system.**

4.2 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 shall be enabled only in those cases where the exemption of EMD to some bidders is allowed as per NIT.

The qualification in the bid will also be subject to the receipt and acceptance of EMD within the scheduled date and time as mentioned in the NIT. NCL shall not be responsible for any delay in receipt of EMD.

5. ~~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 the pre-bid meeting will be to clarify issues.~~

6. 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 <https://coalindiatenders.nic.in> in order to become an eligible bidder. This will be a part of the agreement.

7. Eligibility Criteria:

A. Work experience:

The intending bidder must have in its name as a prime contractor experience of having successfully completed similar works during the last 7 (seven) years ending last day of month previous to the one in which tenders are invited (i.e. eligibility period) should be either of the following:

Three similar completed works each costing not less than an amount equal to 40% of the estimated cost put to tender,

OR

Two similar completed works each costing not less than an amount equal to 50% of the estimated cost put to tender,

OR

One similar completed works costing not less than an amount equal to 80% of the estimated cost put to tender.

The definition of similar work shall be as follows: Maintenance of Desktop PCs along with UPS, DOT Matrix Printers/LaserJet Mono Printers/LaserJet Color Printers and other related accessories/peripherals at Coal India Limited or any of its subsidiaries or any other PSU / Govt. / Quasi-Govt. establishment in India.

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.~~

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 7(seven) years period.

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

In case the bidder is not a prime contractor, but a sub-contractor, the bidder's experience as sub-contractor will be taken into account, against suitable document that the contract in support of qualification is a sub-contract in compliance with the provision of such sub-contracts in the original contract awarded to prime contractor. The document may be issued by owner/Govt. department on behalf of the owner.

Joint Venture shall be allowed for participation in the bid with estimated cost above Rs. 2.0 Crores.

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 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 80% of the estimated cost put to tender:-

Any of the JV partner shall have the experience of having completed successfully a single work of similar nature equal to 80% 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 50% 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 50% 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 to 40% 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 one work of similar nature each costing not less than the amount equal to 40% 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 to 40% of the estimated cost put to tender.

However, during fulfillment of any of the above criteria one of the partners, who are the lead partners, shall have:-

i) More than 50 (fifty) % share in J.V.

And

ii) Experience of having completed successfully a single work of similar nature equal to at least 40% of estimated cost put to tender.

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

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 (100% in case of an Individual/ proprietorship firm or a partner in a partnership firm and the actual % of share in case of a Joint Venture/Consortium).
- 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.

Technical evaluation by the System:

- i. The system shall calculate the period of 7 years backwards starting from the last day of month previous to the e-Publication date of NIT.
- ii. The system shall check the End date of each experience (The system shall not allow more than 3 entries for experience) and accept it as a qualifying experience if the end date of experience falls within the 7 years computed by the system.
- iii. The system shall calculate the value of each qualifying experience by multiplying the value with the % share of experience and adding 5% for each completed year (total no. of days/365) after the end date of experience of work till the last date of month previous to one in which the NIT has been published on e-Procurement portal.
- iv. The system shall check the experience with highest value whether it exceeds 80% of ECV. In case it does not, it shall check the top 2 experiences whether each of them is greater than 50% of ECV. In case, it still does not, the system shall check all 3 qualifying experiences whether each of them exceeds 40% of ECV. The system shall regard the bidder as 'Eligible' if it meets any of the afore mentioned criteria or else it shall consider the bidder as 'Ineligible'.

- v. The weightage of 5% every year will be on simple rate and will not be compounded on yearly basis for the purpose of calculating the value of each qualifying experience.
- vi. The work experience of the bidder for those works only shall be considered for evaluation purposes, which are completed before the last date of month previous to one in which NIT has been published on e-Procurement portal. Hence, the works which are incomplete/ongoing, as on the last date of month previous to one in which NIT has been published on e-Procurement portal, shall not be considered against eligibility.
- vii. In case the work is started prior to the eligibility period of 7 years (counted backwards starting from the last day of month previous to the e-Publication date of NIT) and completed within the said eligibility period of 7 years, then the full value of work shall be considered against eligibility.
- viii. In case the experience has been earned by the bidder as an individual or proprietor of a proprietorship firm or partner of a partnership firm, then 100% value of the experience will be considered against eligibility. But if the experience has been earned by the bidder as a partner in a Joint Venture firm then the proportionate value of experience in proportion to the actual share of bidder in that Joint Venture will be considered against eligibility.

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

For work experience bidders required to submit Satisfactory Work Completion Certificate issued by the employer against the Experience of similar work containing all the information as sought on-line.

In case of Sub-contractor suitable document as per provision of eligibility, if applicable.

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

B. Financial Turnover:

Average annual financial turnover of the bidder during the last 3 (three) years ending 31st March of the previous financial year, should be at least 30% of the estimated cost of the tender for which the bid is submitted. (The Previous Financial Year shall be computed with respect to the date of publication of NIT).

The qualifying criteria parameter e.g. financial resources (Turnover) 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.

Data to be furnished by Bidders:

- i. Annual turnover of each of the last 3 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. In case the bidder is a Joint Venture, the turnover of the individual partners of the JV will be added together for each financial year and is to be furnished as the turnover of the bidder for that particular financial year.

Technical evaluation by the System:

- i. The system will calculate the 30% of the estimated value (ECV) as the required average turnover of the bidder.
- ii. The system shall calculate the average of the financial turnover of 3 years furnished by the bidder by adding 5% for each completed year (total number of days/365) after the end of respective Financial Year (i.e. 31st March) till the last day of month previous to one in which e-Tender has been invited.
- iii. The average shall be compared with the minimum requirement to ascertain the eligibility status of the bidder.

- iv. If any bidder does not submit the Turnover value for any of the 3 years, the system will not disqualify him and instead shall consider all 3 years for computing the average by assuming a value of 'zero' for the year for which no information is given by bidder.

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

Turnover certificate issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India containing the information as furnished by bidder on-line.

C. Permanent Account Number:-

The bidder should possess a valid Permanent Account Number (PAN) issued by Income tax Department.

Data to be furnished by Bidder on-line:

Confirmation in the form of YES/NO regarding possessing of PAN.

Technical evaluation by the System:

The system will evaluate "Yes" as eligible and "No" as not eligible.

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

Valid PAN Card of the bidder.

(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)

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

The bidder should be either GST Registered Bidder (but not 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 in support of information/ declaration furnished online by the bidder against Eligibility Criteria (Confirmatory Document).

The following documents depending upon the status with respect to GST as declared by Bidder in the BOQ sheet:

- a) **Status:** GST Registered Bidder (but not under Composition Scheme):
Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.
- b) **Status:** GST unregistered Bidder:

Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered Bidder in compliance with the relevant GST rules of India.

[In case of JV a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV w.r.to GSTIN compliance with relevant GST rules or GST Registration Certificate of JV]

Note:

1. 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 at the time of execution of agreement/ before the payment of first running on account bill.
2. If turnover of bidder exceeds exemption limit, the bidder must have GST registration as per GST Act and rules.

E. LEGAL STATUS OF THE BIDDER

Data to be furnished by Bidder on-line:

Confirmation in the form of **Yes/NO** for possessing the supporting documents.

Technical evaluation by the System:

The system will evaluate “**Yes**” as eligible and “**No**” as not eligible.

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

Any one of the following document depending upon the legal status of the bidder

- i. Affidavit or any other document to prove proprietorship/Individual status of the bidder.
- ii. Partnership deed containing name of partners.
- iii. Memorandum& Article of Association with certificate of incorporation containing name of bidder.
- iv. Joint Venture agreement containing name of partners and lead partner, Power of Attorney to the Lead Partner and share of each partner and individual legal status of the JV Partners.

F. Bidder must be authorized service partner of respective OEM for all the items with back to back support from respective OEM. However same is not mandatory for UPS.

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

Bidder must be authorized service partner of respective OEM for all the items with back to back support from respective OEM. However same is not mandatory for UPS.

8. General Essential Requirements for qualification :

In order to qualify in the tender the bidders have to accept the following conditions:

- i. All the Terms and Condition of the NIT and Tender Document Unconditionally on line in the form of User Portal Agreement.
- ii. Expected values of each of the General Technical Evaluation(GTE) items.

- iii. To upload online the scanned copy of documents, as specified in the NIT for evaluation by Tender Committee as per the checklist given in the clause no. 9 of NIT.

Data to be furnished by Bidder on-line:

- i. Confirmation in the form of **Agree/Disagree** for accepting user portal agreement.
- ii. Confirmation in the form of **Yes/No** for each GTE item.

Technical evaluation by the System:

System will capture data in the **Agree/Disagree OR Yes/No** format from the bidder and will decide the eligibility for (i) & (ii) above.

For (iii), the confirmatory documents will be downloaded and evaluated by Tender Committee. The outcome is to be uploaded on line in Confirmatory Document page by Evaluator.

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

To be taken as per Checklist as per clause no. 9.

- 9. All the bidders are to submit the information in objective manner confirmed by the uploaded documents. The documents related to the furnished online information, 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.

Scanned copy of the following documents to be submitted by the bidder on-line (Confirmatory Document) while submitting bid under cover-I (Part – I):

CHECK LIST OF DOCUMENTS TO BE UPLOADED BY THE BIDDERS:

S. No.	Submission of Documents related to Eligibility Criteria	Scanned copy of documents to be uploaded by bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)
1	Letter of Bid	Copy of "Letter of Bid" as per Performa on bidder's letter head (As enrolled on the e-procurement portal of CIL) In case of JV, the above document is to be signed by all the partners.
2	Work Experience	Satisfactory Work Completion Certificate issued by the employer against the Experience of similar work containing all the information as sought on-line. In case of Sub-contractor suitable document as per provision of eligibility, if applicable. In case of JV, above documents of JV Partners. Work order, BOQ and/or TDS may be sought during clarification or along with deficient documents as asked.

3	Financial Turnover	Financial Turnover certificate 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 by the bidders on-line or audited balance sheet. (In case of JV, turnover certificate for each individual partner of JV be given)
4	Integrity pact (If applicable)- for works of estimated cost Rs.2.00 crores and above.	Duly signed and witnessed integrity pact as per Performa of bid document. (Annexure E) In case of JV, Integrity pact shall be signed by all the partners.
5	VALID DIGITAL SIGNATURE CERTIFICATE	If the bidder himself is the DSC holder bidding on-line then no document is required. However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder.
6	Undertaking in support of the authenticity of submitted information and documents and other commitments	A commitment is to be uploaded in the form of undertaking on company's letter head as per the format given in the bid document. Undertaking is about the genuineness of information furnished online, authenticity of scanned copy of documents uploaded and about other commitments. In case of JV, undertaking shall be signed by all the partners.
7	Mandate Form for Electronic Fund Transfer	Copy of Mandate form duly filled in as per Performa (NOT CONFIRMATORY).
8	OEM Authorization Letter	Bidder must be authorized service partner of respective OEM for all the items with back to back support from respective OEM. However same is not mandatory for UPS.
9	Annexures	Duly filled and authenticated as directed & applicable.
<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>		

Cover-I - Other Important Documents (OID):

S. No	Submission Documents related to Eligibility Criteria	Scanned copy of documents to be uploaded by bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)
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1	Legal Status of the bidder	<p>Any one of the following document depending upon the legal status of the bidder:</p> <p>Affidavit or any other document to prove proprietorship/Individual status of the bidder.</p> <p>Partnership deed containing name of partners.</p> <p>Memorandum & Article of Association with certificate of incorporation containing name of bidder.</p> <p>Joint Venture agreement containing name of partners and lead partner, Power of Attorney to the Lead Partner and share of each partner.</p>
2	Valid Permanent Account Number(PAN)	<p>PAN card issued by Income Tax department, Government of India.</p> <p>(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).</p>

3	Goods and Services Tax (Not Applicable for Exempted Goods/ Services)	<p>Goods and Services Tax(Not Applicable for Exempted Services)</p> <p>The bidder should be either GST Registered Bidder (but not under Composition Scheme).</p> <p style="text-align: center;">OR</p> <p>GST unregistered Bidder.</p> <p>Information to be furnished by bidder online:</p> <p>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.</p> <p>ii) Status of the bidder in the BOQ excel sheet being uploaded by the bidder during bid submission as per pervious column.</p> <p>Scanned copy of documents to be uploaded by bidders in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document:</p> <p>The following documents depending upon the status with respect to GST as declared by Bidder in the BOQ sheet:</p> <p>a) Status: GST Registered Bidder (but not under Composition Scheme).</p> <p style="padding-left: 40px;">Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.</p> <p>b) Status: GST unregistered Bidder:</p> <p style="padding-left: 40px;">Document:A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered Bidder in compliance with the relevant GST rules of India.</p> <p><i>[In case of JV a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV w.r.to GSTIN compliance with relevant GST rules or GST Registration Certificate of JV].</i></p> <p>Note: If turnover of bidder exceeds exemption limit, the bidder must have GST registration as per GST Act and rules.</p>
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10. Submission of Bid:

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.

- 10.1 The bidder will submit their bid online on the website <https://coalindiatenders.nic.in>. No off-line bid shall be accepted.
- 10.2 The bidders will have to accept unconditionally the online **User Portal Agreement** which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions, Integrity Pact and other conditions, if any, along with online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible bidder. No conditional bid shall be allowed/accepted. This **User Portal Agreement** will be a part of NIT/Contract Document.
- 10.3 In the undertaking given by bidder online, there will be provision for penal action, if any information/declaration furnished online by the bidder against eligibility criteria is found to be wrong at any stage which changes the eligibility status of the bidder.
- 10.4 The qualification in bid will also be subject to the receipt and acceptance of EMD within schedule date and time as mentioned in the NIT. CIL/Subsidiary shall not be responsible for any delay in receipt of EMD.
- a. The bidder will have to make the payment of EMD through ONLINE mode only.
 - b. 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. In case of payment through net-banking the money will be immediately transferred to CIL/Subsidiary's designated Account. 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 and will have to furnish online the UTR Numbers before submission of bid. Bidder will be allowed to submit his/her bid only when the EMD is successfully received in CIL/Subsidiary account and the information flows from Bank to e-Procurement system.
- 10.5 The information will be provided by the bidder by filling up relevant data through a form in an objective and structured manner. The software will use the information provided by the bidders to evaluate the technical bid automatically.
- 10.6 For online submission of tender the bidders will have to upload "Letter of Bid", all the confirmatory documents as prescribed in the NIT/GTE at the appropriate place in Cover-I and only "Price-bid" in Cover-II.
- i) **Letter of Bid:** The format of Letter of Bid (as given in the NIT) will be downloaded by the bidder and will be printed on Bidder's letter head and the scanned copy of the same will be uploaded during bid submission in cover-I. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information. If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid will be rejected.
- The Letter of bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Letter of Bid (LoB) bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the Letter of Bid.
- ii) **General Technical Evaluation (GTE):**-The bidder will have to provide the required information in the GTE template while submitting the bid.

iii) **Confirmatory Documents:** All the confirmatory documents as enlisted in the NIT in support of online information submitted by the bidder are to be uploaded in cover-I by the bidder while submitting his/her bid.

iv) **Price bid**

10.7 If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid will be rejected. However inclusion of any additional redundant information by the Bidder in the submitted Letter of Bid (LOB), which does not contradict the content and spirit of original format of LOB uploaded by department will not be a cause of rejection of his/her bid.

a. The bidder should strictly comply with following instructions

i. The bidders are requested to submit offers online giving reference to this tender notice number and date containing offers in two parts in the links cover-I/Part-I, OID and cover-II.

ii. Two parts of the bid should contain the details as follows:

Part-I/cover-I and OID:

Letter of bid.

Details of Earnest Money.

Information on Eligibility/Qualifying criteria as detailed at Cl. 7, 8 & 9 including necessary scanned documents as elaborated there. The technical bid containing technical datasheet (TDS) will be in excel format and will be downloaded by the bidder from the 'work item documents'. They will fill all the cells of excel file as per instruction given there in complying with the required 'Agreed' value therefore making it 'COMPLIED'. Thereafter bidder will upload the same file during bid submission in cover-II.

Part II/cover-II: Prices only in the Excel format as indicated in the Bid document.

b. Information on eligibility criteria:

All necessary information as detailed under at 7, 8 & 9 above will be required to be uploaded in the links Cover-I.

c. Price Bid (Part-II):The Price bid in Excel format under different heads and/ subheads will be downloaded by the bidder and they will quote for all items/heads/subheads on this excel file. Thereafter, the bidder will upload the same Excel file during bid submission in cover II. The price bid of bidder will have no condition. The price bid which is incomplete and not submitted as per Instruction given above (and also online) will be rejected. Any alteration/modification in the Excel format may lead to rejection of bid.

The rates quoted by bidder shall be inclusive of all Taxes but excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable).

The excel sheet will compute the Goods and Services Tax (GST)& GST Compensation Cess (if applicable), as per predefined logic. The L-1 will be decided based on cost to the company.

Prior to quoting the rates in the BOQ file, the bidder will select the appropriate bidder status w.r.to GST from the following list given in the BOQ:-

- a) Status: GST registered Bidder/Dealer (but not under Composition scheme).
- b) Status: GST unregistered bidder/Dealer.

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

The L-1 will be decided based on cost to the Company.

11. 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, Northern Coalfields Ltd. 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.
12. **Modification and withdrawal of Bid** :Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online 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:

1. The EMD will be forfeited and
2. The bidder will be debarred for 1(One) year from participating in tenders in CIL/Subsidiary.

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.

Penal action against clauses above will be enforced from the date of issue of such order.

13. **Opening of Bid** :

13.1 Tenders (Cover- I and Cover- II) will be decrypted and opened online by "Bid Openers" with their digital signature certificates on the prescheduled date & time of Tender Opening.

Tenders: In case of tenders, after opening of the bids, comparative statement showing the bidders will be generated.

Tender- cum- Auction: In this case, after opening of the bids, the system will display the lowest rate quoted by bidder (L-1). The auction (reverse) will be created for the tender after opening of the bid.

13.2 If the number of bids received online is less than three on the end date of bid submission then the bid submission end date, bid opening date will be automatically extended by the System, initially for a period of two days and if the number of bids still remains less than three then for another five days.

13.3 If any of the above extended dates falls on holiday i.e. on non-working days as defined in the e-procurement portal then the same to be re-scheduled to next working day. This extension will be also applicable in case of receipt of zero bid.

Tenders [Cover-I (Technical-bid) and Cover-II (Price-bid)] will be decrypted and opened online by the Bid Openers with their Digital Signature Certificate (DSC) on the pre-scheduled date & time of tender opening. The bidder can view bid opening remotely on their personalized dash board under "Bid Opening (Live)" link.

14. Reverse Auction (APPLICABLE FOR ESTIMATED COST Rs. 1.00 crore and above) :

After decryption and opening of bids, the system will show the lowest price (cost to Company) quoted by L-1 bidder without disclosing the identity of any bidder and the total number of bids received/opened.

- a) H1 bid will be eliminated during price bid opening; if more than three techno-commercially acceptable bids are available as per the evaluation done by system and such bidder will not be allowed to participate in reverse auction. If two or three bidders have quoted same H1 land cost (i.e. Cost to company), the bidder(s) who submitted /frozen the bid later, shall be rejected and will not be allowed to participate in reverse auction.
- b) No indication will be available in the portal to anybody regarding number of bids and names of the bidders.
- c) Initial period of Reverse Auction will be two hours. There will be auto extensions of time by ten minutes, every time if any reduction in rate is recorded in the last ten minutes. The Reverse Auction will come to a close only when there is no further reduction in rate recorded in the last ten minutes slot.
- d) System displays L1 cost to company price automatically in auction creation form and allows TIA to edit the value as 'start bid' price. For the time being L1 Price **or [approved estimated/justified price excluding GST (only estimated price in case of mining tenders) + applicable GST including GST Compensation Cess, if any, taking into consideration Input tax credit, if applicable] + 10% whichever is lower** will be the start bid price for tenders for works and services. The estimated price should be based on SOR (Schedule of Rates) and market analyzed rates in case of items/services for which SOR is not available. Wherever SOR is not available, preparation of SOR should be made in a scientific manner based on proper justification on priority. **If the L-1 price is higher than the Start Bid Price (as above) and the RAP is not triggered within the scheduled time, the cases will be retendered.**
- e) The L1 price / start bid price is cost to the company price on which the auction will be initiated.
- f) The bidder(s) who have participated in the reverse auction has to upload the Break-up of cost to company Prices in the confirmatory documents. The detailed Break-up of offered cost to company price, uploaded by the bidder shall be considered and order, if placed, shall be with the same break-up of prices. The bidder(s) after reverse auction will be responsible to ensure that the cost to company rate as per the breakup of prices provided by him after the reverse auction and the cost to company rate offered by him in the reverse auction is exactly same. **The bidder will not be allowed to increase the initial quoted rate of any item while submitting the breakup of price after reverse auction.** While giving the break up, the bidder will have to consider same rate of taxes and duties as quoted while submitting the e-price bid. **In case the bidder(s) fails to submit the break-up of cost to company price within stipulated period or the break-up given by bidder does not match with total offered price, the Company will be at liberty to place order by proportionately reducing item rates on basis of the breakup of the e-price bid submitted by the bidder along with the initial offer and the same will be binding on the bidder. In case of works and services tenders, the reverse auction will be conducted on the composite cost to company price.**
- g) The decrement value for quoting of Rates in the Reverse Auction will be 0.50% of the Start Bid Price. The reduction shall have to be made as per decrement value or in multiple thereof. **The maximum seal percentage in one go shall be fixed as 2% over and above existing normal decrement of 0.5% i.e. total 2.5% of Start bid price/ last quoted price during reverse auction, whichever is lower.**
- h) The System will not disclose the bidder's identity till Reverse Auction process gets over. The system will only display the latest L-1 Price to all the bidders participating in the auction process.
- i) The System will provide bidder details along with bid documents at the end of Reverse Auction process. The log details of the entire Reverse Auction process will be generated by the System, once the process of Reverse auction is completed.

- j) Only the chronologically last bid submitted by the bidder till the end of the reverse auction shall be considered as the valid price bid of that bidder. Any bid submitted earlier by the bidder prior to submission of his last bid will not be considered as the valid price bid.
- k) All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid Price-bid offered by that bidder and acceptance of the same by NCL will form a binding contract between NCL and the bidder for entering into a contract.
- l) If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the price bid shall be considered as the valid price of that bidder. The status of the bidder (L-1, L-2 etc.) shall be evaluated considering either the bid price submitted in Reverse auction or the Price quoted in the Price-bid, whichever is lower.
- m) Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned.
- n) On expiry of the closing of the auction, the bid history showing all the last valid bids offered along with name of the bidders shall be published. All bidders shall have the facility to see and get a print of the same for their record.
- o) Conditional discounts shall not be considered. If a bidder offers a discount unilaterally after submission of bid, the discount shall not be considered for evaluation of offers but shall be availed if order is placed on such tenderer.
- p) In case of disruption of service at the service provider's end while the Reverse Auction Process (RAP) is online, due to any technical snag or otherwise attributable to the system failure at the Server end, the Reverse Auction Process will start all over again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be the "Start Bid Price" for the restarted RAP. The prices quoted in the prematurely ended RAP will be binding on all the bidders for consideration, if the restarted RAP does not trigger within the stipulated time.
- q) If the lowest price received during reverse auction is unreasonable or it is unacceptable on ground of being too high or too low compared with estimated price, the management reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable, management may not accept such bid and go for another tender process.

15. Evaluation of Tender for works:

15.1 The e-Procurement system will evaluate the Technical bids automatically on the basis of relevant data provided by the bidder while submitting the bid online. If the parameters furnished by bidder online in an objective and structured manner does not confirm to the required eligibility criteria as specified in the NIT, the bid will be automatically rejected by the system and the Price-bid of such bidders shall not be opened by the system.

15.2 After decryption and opening of bids, the Comparative Statement showing the status of bidders will be generated by the System.

15.3

- i) After Opening of Price-bid, the documents submitted by L-1 bidder in Cover-I 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 L-1 bidder online. If it confirms to all of the information/ declarations furnished by the bidder online and do not change the eligibility status of the bidder then the bidder will be considered eligible for award of Contract.

In the case of Reverse auction: After completion of Reverse Auction process, the documents submitted by L-1 bidder in Cover-I 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 L-1 bidder online. If it confirms to all of the information/declarations furnished by the bidder online and do not change the eligibility status of the bidder then the bidder will be considered eligible for award of Contract.

- ii) In case the Tender Committee finds that there is some deficiency in uploaded documents by L-1 bidder 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 L-1 bidder. The L-1 bidder will get this information on their personalized dash board under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be made 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 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. If the L1 bidder fails to submit the specified document/s in 7 (seven) days time or the uploaded documents still contain some deficiency, additional time of 5 (five) days (5 x 24 hours) shall be given to the L-1 bidder for re-submission, indicating start date and end date for re-submission of such document/s.
- iii) The tender will be evaluated on the basis of documents uploaded by L-1 bidder online. The L-1 bidder is 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.
- iv) In case the L-1 bidder submits requisite documents online as per NIT, then the bidder will be considered eligible for award of Contract.
- v) In case the L-1 bidder fails to submit requisite documents online as per NIT or if any of the information/declaration furnished by L-1 bidder online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder, then his bid shall be rejected and **EMD of L-1 bidder will be forfeited.**
- vi) In case the L-1 bidder is found technically eligible but rejection is due to high rate quoted by him then the tender shall be cancelled and retendered.
- vii) In case the L-1 bidder is rejected due to non-compliance of confirmatory documents then the L-2 bidder will become L-1 bidder and confirmatory documents of L-2 bidder shall be evaluated by Tender Committee and the process shall be followed as mentioned in clause No. (i) to (v) above.
- viii) The process as mentioned at Clause No. (vii) Shall be repeated till the work is either awarded or all the eligible bidders are exhausted.
- ix) In case none of the bidders complies the technical requirement, then re-tender will be done (with the same or different quantity, as per the instant requirement).
- x) It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.

- xii) The Tender Committee will recommend for award of work to the successful bidder after evaluating their technical eligibility based on the computer generated evaluation sheets followed by evaluation of the scanned documents uploaded by L-1 bidder in support of the information furnished by them online and after evaluation of the reasonableness of L-1 rates. The reasonableness of rates will be evaluated as per the provisions of Manual of CIL and other guidelines issued from time to time.
- xiii) The approval for award of work to L-1 bidder will be accorded by the competent authority as per Delegation of Power based on the TC recommendation.
- xiiii) After competent approval and financial concurrence of TCR, the LOA/work order to the L-1 bidder will be issued and the scanned copy of the LOA/Work Order will be uploaded on the e-Procurement portal and simultaneously the original copy will be sent to the bidder through registered/speed post.
- xv) The following penalties shall be imposed on the defaulting bidders :
 - i) L-1 bidder is a defaulter: 100% of EMD is forfeited.

NOTE: The penal provisions will be squarely applicable to all those firms whose documents are examined on account of treating them as L-1 successively.

16. Bid Validity: The validity of bids shall be not less than 120 (one hundred twenty) days from the Last/end date of submission of bid.

17. Standard Operative Procedure (SOP) for managing the cases of Withdrawal of Bids in e-Procurement System of CIL/Subsidiary.

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.

18. Refund of EMD to Unsuccessful Bidders:

EMD of rejected bidders will be refunded at any stage directly to the Account from where it had been received (except the bidders whose EMD is to be forfeited). Refund of EMD will be made by an automatic process triggered by the online rejection of bids by the system/evaluator.

EMD Refund:

- 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. The EMD of successful bidder (on Award of Contract) will be retained by CIL/Subsidiary and will be adjusted to Performance Security Deposit.
- 19. 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.

20. The processes for entering into the agreement with the successful bidder will be done offline as per the prevailing manual system. However, the documents required to be submitted by contractor for executing the agreement will be specified in the Tender document.
21. 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.
22. This Tender Notice shall be deemed to be part of the Contract Agreement.
23. 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.
24. Any addendum/corrigendum/date extension etc. in respect of this tender will be issued on our website only (<https://coalindiatenders.nic.in>). No separate notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.
25. NCL reserves the right to seek any document for physical verification uploaded by the bidder.
26. **Integrity Pact:** Applicable for estimated bid value Rs 2.00 Crores and above.

Bidders are required to sign the Integrity Pact with NCL as per given format otherwise they will be treated as ineligible/ disqualified to participate in the tender process. The bidder is required to go through the integrity pact which is the part of bid document. The bidder, submitting the bid shall accept the integrity pact as given in the bid document.

Name, address and contact Number of the Independent External Monitor nominated for this tender:-

S. No.	Name	Address
1.	Shri V. Venkatchalam, IAS (Retd)	No. 92, Ram Nagar North Extn. 6th Main Road Velachery, Chennai- 600042. Contact: 8939663600. Email ID: vvenkat1952@yahoo.co.in
2.	Shri Narendra Kothari, CMD, NMDC (Retd.)	12-C, Madhuvan, Udaipur, Rajasthan-313001. Contact No: 7702856444. Email ID: nkothari55@gmail.com

Dy General Manager (System)
Northern Coalfields Limited, HQ
(Tender Inviting Authority)

(A) Cover I: Various documents to be submitted is as below mentioned particular-

1.a	Annexure -A	Letter of Bid	To be submitted in "LETTER OF BID" in cover I as .pdf file.
		Authorization to DSC holder bidding online on behalf of bidder (if required)	
1.b	Annexure-B	Undertaking	To be submitted in "ANNEXURES" attached in single .pdf file in Cover I.
1.c	Annexure-C	Bill of Quantity	
1.d	Annexure-D	Technical Specification	
1.e	Annexure-E	Integrity Pact (Applicable for Tender Value \geq 2.0 Crores)	
1.f	Annexure-F	Proforma for Joint Venture Agreement (for Joint Ventures)	
1.g	Annexure-G	Mandate form (NOT CONFIRMATORY)	
1.h	Annexure-J	Vendor Registration Form(If Required)	
2.	Documents related to Work experience		To be submitted in "ELIGIBILITY DOCUMENTS" in cover I as .pdf file.
3.	Financial Turnover		To be submitted in "ELIGIBILITY DOCUMENTS" or bidder turnover details as .pdf file.
4.	Conditions of Contract		To be downloaded, filled & uploaded in "CONDITIONS OF CONTRACT" as .pdf file in Cover I.
5.	OEM Authorization letter		To be submitted in "AUTHORIZATION LETTER" in cover I as .pdf file.
	Any other document/certificate as per requirement of NIT.		

(B) Cover II: Documents to be submitted is as below in mentioned particular-

1.	Price bid/ Bill of Quantity	To be submitted, filled and uploaded in "BILL OF QUANTITY" as in .xls file.
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INSTRUCTIONS TO BIDDERS

1. SCOPE OF BIDDER

- 1.1 The NORTHERN COALFIELDS LIMITED (referred to as Employer in these documents) invites bids for the works as mentioned in the Bid Notice. The Bidders should submit Bids for all the works mentioned in the Notice.
- 1.2 The successful Bidder will be expected to complete the Work(s) by the Intended Completion period specified in the Bid document/Notice.

2. ELIGIBLE BIDDERS

- 2.1 The Invitation for Bid is open to all Bidders including an individual, proprietorship firm, partnership firm, company registered under Companies Act, any legal entity or joint ventures. The bidders shall be eligible to participate only if they fulfill the qualifying/eligibility criteria specified in e-tender Notice and at Clause 6, 7 & 8.
- 2.2 Joint Venture: - 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.2.0 crores).

Joint Venture details:

Name of all partners of a joint venture(not more than 3):

1. Lead partner
2. Partner
3. Partner

Joint Venture must comply the following requirements:

i) Minimum qualification requirements for Joint Venture

a) The qualifying criteria parameter e.g. experience of the individual partners of the J.V will be as deliberated under cl.7 of e-tender notice towards fulfillment of qualification criteria related to experience.

b) The qualifying criteria parameter e.g. financial resources (Turnover and net worth) of the individual partners of the J.V. will be added together, for the relevant period, and the total criteria should not be less than as deliberated under cl. 7 of e-tender notice towards fulfillment of qualification criteria related to financial turnover and net worth.

ii) The formation of joint venture or change in the Joint Venture character/ partners after submission of the bid and any change in the bidding regarding Joint Venture 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 Joint Venture Agreement providing the joint and several liabilities with respect to the contract.

iv) The pre-qualification of a Joint Venture does not necessarily pre-qualify any of its partners individually or as a partner in any other Joint Venture or association. In case of dissolution of a Joint Venture, 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 Joint Venture partners in the form of JV 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 Joint Venture. Such JV 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 as '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 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 Joint Venture 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 Joint Venture Partners. Subsequent declarations/letters/documents shall be signed by lead partner authorized to sign on behalf of the JV or authorized signatory on behalf of JV.
- ix) The bid should be signed by all the partners of the Joint Venture.
- x) An entity can be a partner in only one Joint Venture. Bid submitted by Joint Venture including the same entity as partner will be rejected.
- xi) The JV agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required to fulfill eligibility 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 can be submitted by the Joint Venture or one or more partners of the Joint Venture.
- xiii) The JV agreement must specifically state that it is valid for the project for which bidding is done. If JV breaks up midway before award of work and during bid validity period bid will be rejected.
If JV 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 shall be debarred from participating in future bids for a minimum period of 12 months.
- xiv) JV 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 shall open a bank account in the name of JV and all payments due to the JV shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN/GSTIN etc.in the name of Joint Venture shall be submitted by JV before making any payment.

2.3 The bidders shall have 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.

- 2.4 The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and ITB, including General and Special Terms & Conditions, technical specifications, 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.
- 2.5 The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
- 2.6 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 in part work/piece rated work.

The Contract Agreement will specify major items of supply or services for which the contractor proposes to engage sub-contractor/sub-vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit proposals in this regard to the Engineer-in-Charge / Designated Officer in charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-Charge / Designated Officer in Charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

3. QUALIFICATION OF THE BIDDER

- 3.1 In the event that pre-qualification of potential bidders has been undertaken, only bids from pre-qualified bidders will be considered for award of contract.
- 3.2 If the employer has not undertaken pre-qualification of potential bidders, all bidders shall fulfill the eligibility / qualifying criteria as detailed at point.7, 8 & 9 of e-tender Notice. Such details shall be submitted as deliberated at e-tender Notice.
- 3.3 If the bidder is 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.
- 3.4 Even though the bidders meet the above eligibility/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. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failures etc.

4. ONE BID PER BIDDER

- 4.1 Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a partner in a Joint Venture or a Public Ltd. /Private Ltd. company or any legal entity. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

5. COST OF BIDDING

5.1 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.

6. SITE VISIT

6.1 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 execution of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

6.2 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 actually visits the site/area or not and has taken all the factors into account while quoting his rates.

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

6.4 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.

7. CONTENT OF BIDDING DOCUMENTS

7.1 The set of bidding documents comprises the documents (all or as available/applicable) listed in below:
i) e-Tender Notice, ii) Instructions to Bidders, Letter of bid iii) Conditions of Contract (General Terms & Conditions, Special Terms and conditions, Commercial Terms and conditions, Special notes and & additional terms & conditions, safety norms etc.), iv) Integrity Pact, if applicable; v) Various Forms of Securities, undertaking, form of Article of Agreement, vi) Bill of Quantities and technical specifications.
vii) e-tender user portal agreement.

8. CLARIFICATION OF BIDDING DOCUMENTS

8.1 A prospective bidder requiring any interpretation or clarification of bidding document may seek clarification online or during pre-bid meeting (if any). The clarifications may be asked from the next day of e-Publication of NIT. The last date for seeking clarification will be as specified online. The department will clarify as far as possible only relevant queries. The clarifications given by department will be visible to all the bidders intending to participate in bid.

9. AMENDMENT OF BIDDING DOCUMENTS (BE DELETED FOR NORMAL WORKS, APPLICABLE FOR SPECIALISED WORK)

9.1 Before the deadline for submission of Bids, the Employer may modify the bidding documents by issuing addenda.

9.2 Any addendum thus issued shall be a part of the bidding document and shall be displayed in the website. The bidder shall upload the same during bid submission.

9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with Sub-clause 15.2 below.

10. LANGUAGE OF BID

10.1 All documents relating to the Bid shall be in the English language.

11. BID PRICES

11.1 The bidder shall closely study specification in detail and scope of work which govern the rates for which he is quoting. The Bidders shall offer for the whole Works as described in Sub-Clause 1.1, based on the Bill of Quantities. Based on priced bill of quantities submitted by the Bidder, the Employer reserves the right to allot whole or part of the work at their discretion and no claims, whatsoever, shall be entertained in this regard.

11.2 The price bid containing the bill of quantity will be in excel file and will be downloaded by the bidder and he will quote the rates for all items/heads/sub-heads on this excel file as detailed at clause 8(e) e-tender notice.

11.3 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 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.

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

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.

11.4 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.

12. CURRENCIES OF BID AND PAYMENT

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

13. BID VALIDITY

13.1 Bid shall remain valid for a period not less than 120 days after the deadline for bid submission specified in Clause 16. A bid valid for a shorter period shall be rejected by the Employer.

13.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidder(s) extend the period of validity for a specified additional period. The request and the bidder's response shall be in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for the period of extension, and in compliance with Clause 15 in all respects.

14. BID SECURITY/EARNEST MONEY DEPOSIT

14.1 The bidder shall furnish, as part of his bid, a Bid Security/Earnest Money of the amount as shown in e-tender Notice and in the form as deliberated at Clause 4 of e-tender Notice.

14.2. Any Bid not accompanied by an acceptable Bid Security/EMD shall be summarily rejected by the employer as non-responsive.

14.3 The Bid Security/EMD of the unsuccessful bidder shall become refundable. The unsuccessful bidder for this purpose means the bidders who have not emerged as L-1 Bidder after opening of price bid.

14.4 The Bid Security/EMD, of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security (1st part of Security Deposit).

The bid security/EMD, of successful bidder may be retained and adjusted with performance security / security deposit, at bidder's option.

14.5 The Bid Security/Earnest Money may be forfeited:

- a. If the Bidder withdraws the Bid after Bid opening during the period of Bid validity / extended validity with mutual consent; OR
- b. In the case of a successful Bidder, if the Bidder fails within the specified time limit to: (i) sign the Agreement; OR (ii) Furnish the required Performance Security/ Security Deposit.

Additionally the bidder will not be allowed to participate in the re-tender. The company reserves the right to debar such defaulting contractor from participating in future bids for a minimum period of 12 months.

14.6 The Bid Security/ EMD deposited with the Employer will not carry any interest.

15. DEADLINE FOR SUBMISSION OF BIDS

15.1. Bids shall be submitted on line on the web site (<https://coalindiatenders.nic.in>) within the date and time specified in the e-tender notice.

15.2. The employer may extend the deadline for submission of bids by issuing a corrigendum in accordance with provisions of e-tender notice/ITB, in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

16. SIGNING AND SUBMISSION OF BID

16.1 The contractor's bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Letter of bid bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the bid.

16.2 Submission of bid shall be as detailed at clause 7, 8 and 9 of e-tender notice.

17. MODIFICATION AND WITHDRAWAL OF BIDS

17.1 Modification and withdrawal of bid shall be guided by clause 12 of e-tender Notice. Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as he may wish.

17.2 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.

17.3 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:

1. The EMD will be forfeited; and
2. The bidder will be debarred for 1(One) year from participating in tenders in CIL/Subsidiary.

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.

Penal action against clauses above will be enforced from the date of issue of such order.

18. BID OPENING

18.1 All bids are to be submitted on line only at the web-site www.coalindiatenders.nic.in.

18.2 Tenders (Cover- I and Cover- II) will be decrypted and opened online by "Bid Openers" with their digital signature certificates on the prescheduled date & time of Tender Opening.

- i) Tenders: In case of tenders, after opening of the bids, comparative statement showing the bidders will be generated.
- ii) Tender- cum- Auction: In this case, after opening of the bids, the system will display the lowest rate quoted by bidder (L-1). The auction (reverse) will be created for the tender after opening of the bid.

19. TENDER/ TENDER –CUM- AUCTION EVALUATION

- A. After opening of price- bid (after finishing reverse auction in case of Tender- cum- Auction), the documents submitted by the bidders in cover- I as enlisted in the NIT will be downloaded by the Evaluator and shall be put up to Tender Committee. The Tender Committee will examine the uploaded documents against the information/ declarations furnished by the L-1 bidder online. If it confirms to all the information/ declarations furnished by the bidder online and do not change the eligibility status of the bidder, then bidder will be considered eligible for award of work.
- B. In case the Tender Committee finds that there is some deficiency in the uploaded documents by the bidder then the same will be specified online by the Evaluator clearly indicating the omissions/ shortcomings in the uploaded documents and indicating start date and end date allowing 7 (seven) days (24 X 7 hours) time for online re- submission by the bidder. The L-1 bidder will get this information on their personalized dashboard under “Upload confirmatory document” link. Additionally, information shall also be sent by the system generated e- mail and SMS, but it will be the bidder’s responsibility to check the updated status/ information on their personalized dashboard regularly after opening of bid. No separate communication will be required in this regard. Non- receipt of the e- mail and SMS will not be accepted as a reason for non- submission of documents within the prescribed time. The bidder 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. If the bidder fails to submit the specified document/s in the 7 (seven) days, 5 (five) more days (24 X 5 hours) of time will be given by the Evaluator clearly indicating the omissions/ shortcomings in the uploaded documents indicating start date and end date for online submission of such document/s.
- C. The tender will be evaluated on the basis of documents uploaded by the L-1 bidder online. The L-1 bidder is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in evaluation of tender.
- D. In case the L-1 bidder submits requisite documents online as per NIT, the bidder will be considered eligible for award of Contract.
- E. In case the L-1 bidder fails to submit requisite documents online as per NIT or if any of the information/ declarations furnished by the L-1 bidder is found to be wrong by the Tender Committee during evaluation of scanned documents uploaded by the bidder, which changes the eligibility status of the bidder (for the first time), then the bid shall be rejected and EMD of the L-1 will be forfeited.
- F. In case the L-1 bidder is found technically eligible but rejection is due to high rate quoted by him/ her, then the tender shall be cancelled and retendered.
- G. In case the L-1 bidder is rejected due to non- compliance of confirmatory documents then the L-2 bidder will become L-1 bidder and confirmatory documents of this bidder shall be evaluated by the Tender Committee and the process shall be followed as mentioned in clause numbers A to F above.
- H. The process as mentioned at clause number G shall be repeated till the work is either awarded or all the eligible bidders are exhausted.
- I. In case none of the bidders comply the technical requirements, then re- tender will be done (with the same or different quantity, as per instant requirement).

- J. It is the responsibility of Bidders to upload legible/ clearly readable scanned copy of all the required documents mentioned above.
- K. No document uploaded by the bidder after closing date and time of submission of Bid will be considered unless otherwise called for during scrutiny /evaluation and shall be against online request only.

20. EVALUATION AND COMPARISON OF BIDS.

- 20.1 Evaluation and comparison of Bids will be done by System on-line. This online evaluation will be validated by CIL/ Subsidiary at each stage as deliberated at clause 15 of e-tender notice. The bidder shall also comply with system requirement as at clause 7 of e-tender notice. Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and effect of Goods and Services tax (GST), GST Compensation Cess etc. as applicable. L1 will be decided based on cost to the company.
- 20.2 If the Bid of the L-1 bidder (either L-1 or subsequently declared L -1) is seriously unbalanced in relation to the Company's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the methods and schedule proposed.

After evaluation of the price analysis, the company may require that the amount of the performance security/security deposit is increased at the expense of the successful bidder to a level sufficient to protect the company against financial loss in the event of default on the part of the successful bidder under the contract.

Additional performance security shall be applicable if the bid price is below 15% of the justified price, finalized by the owner. The amount of such additional performance security shall be the difference between 85% of the owner's justified price and quoted price.

Justified price shall be finalized by the owner on the basis of prevalent market rate of materials and labor analyzed as per standard analysis of rate of CPWD/ NBO, and shall be binding on the bidder.

Such additional performance security shall be applicable for Item-rate and Percentage Tenders.

Such additional performance security shall be furnished by bidder along with normal performance security as per Cl. No. 4 of GTC. Failure to submit such additional performance security may result into termination of the contract.

~~21. ABNORMALLY HIGH RATE & ABNORMALLY LOW RATE ITEMS.~~

~~PROVISIONS FOR DEALING WITH VARIATIONS IN RESPECT OF ABNORMALLY HIGH RATE AND ABNORMALLY LOW RATE ITEMS.~~

~~The abnormally high rate items are those whose quoted rates are more than 20% of the justified rates decided by the owner.~~

~~The abnormally low rate items are those whose quoted rates are less than 20% of the justified rates decided by the owner.~~

~~In case of Item Rate Tenders, the revision of rates for (i) abnormally high rate items and (ii) abnormally low rate items, shall become operative under the following circumstances:-~~

~~For increase in quantity of more than 25% in respect of works executed below plinth level and 10% in respect of works executed above plinth level.~~

~~Quantity variation beyond the limit mentioned above shall be dealt by arriving at new rate based on prevalent market rate of materials and labor analyzed as per standard analysis of rate of CPWD/NBO. Payment of extra quantity over the permitted quantity as explained above would be made on the basis of the new analyzed rate.~~

~~The variation in quantity of abnormally low rate items for item rate tenders shall not be permitted below 25% for the items below plinth level and below 10% for the items above plinth level of the agreement schedule quantity, but in exceptional cases with written consent of Engineer in Charge arising out of technical necessity.~~

~~The above provisions shall be applicable for item rate tenders only and not applicable for percentage rate tenders for works based on standard schedule of rates of the company.~~

~~For the purpose of operation, the following works shall be treated as works related to foundation, unless otherwise defined in the contract.~~

- ~~a) For Buildings: All works up to 1.2 meters above ground level or up to floor 1 level whichever is lower.~~
 - ~~b) For abutments, piers and well steining : All works up to 1.2m above the bed level.~~
 - ~~c) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs / tanks and other elevated structures: all works up to 1.2 meters above the ground level.~~
 - ~~d) For reservoirs / tanks (other than overhead reservoirs / tanks): All works up to 1.2 meters above the ground level.~~
 - ~~e) For basement : all works up to 1.2m above ground level or up to floor 1 level whichever is lower.~~
- ~~For Roads, all items of excavation and filling including treatment of sub base.~~

22. AWARD CRITERIA

22.1 Subject to Clause 23, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated acceptable Bid Price, provided that such Bidder has been determined to be:

- a) Eligible in accordance with the provisions of Clause 2; and
- b) Qualified in accordance with the provisions of Clause 3.

23. EMPLOYER'S RIGHT TO ACCEPT ANY BID, NEGOTIATE AND TO REJECT ANY OR ALL BIDS

23.1 Notwithstanding Clause 22, the Employer reserves the right to accept, negotiate or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

24. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

24.1 The Bidder, whose Bid has been accepted, will be notified of the award by the Employer prior to expiration of the Bid validity period by e-mail 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 and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called "the Contract Price").

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

The works should be completed as per period specified in the NIT from expiry of *10(ten) days from the issue of letter of acceptance issued by department or within 7 days of handing over of the site or handing over of reasonable number of working drawings to the contractor or the period of mobilization allowed in the work order for starting the work in special circumstances whichever is latest.

* For Specialized Works/ High Value Works above Rs.5 Crores, the period shall be 30 days.

24.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder, work programme etc. within 30(thirty) days following the notification of award along with the letter of Acceptance and / or Work Order issued by department.

In case of failure to enter in to agreement within specified period or extended period on the written-request of the bidder, if any, the department in addition to other penal measures as per clause 17.3 of ITB debar the selected bidder from participating in re-tender. In addition, the department may debar the bidder from participating in future bids for at least 12 months.

24.4 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 and the Security / Earnest Money shall be refunded to unsuccessful bidders as per provision of Cl. 14.3.

24.5 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 additional copy, 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.

25. PERFORMANCE SECURITY/SECURITY DEPOSIT

25.1 Security Deposit shall consist of two parts;

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

The security deposit shall bear no interest.

For details refer Cl. 4 of Conditions of Contract (General terms and Conditions).

Note: In case the Performance Security/Security Deposit is in the form of Bank Guarantee, the following shall be ensured:

1. The Bank Guarantees should be issued through Structured Financial Messaging System (SFMS) Platform.
2. Beneficiary bank/ Branch IFSC Code: ICIC0003529 should be mentioned.
3. Beneficiary Bank / Branch Name & address should be mentioned as ICICI Bank Ltd., Singrauli Branch, Plot No. 86 Opp.-Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889.
4. If the Bank Guarantee is issued by ICICI Bank branches the following may please be incorporated:
5. “We shall be liable to pay the guarantee amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before.....at ICICI Bank Ltd., Plot No. 86 Opp.- Office, Ward No. 3, Morwa, Tehsil Singrauli, Madhya Pradesh – 486889.
6. The applicant's bank transmitting the Bank Guarantee through SFMS needs to mentioned the following details for Beneficiary Bank under fields of SFMS - IFN760COV / IFN767COV

SFMS Field No.	Details
7035	IFSC Code: ICIC0003529
7036	ICICI BANK LTD - A/c No. 352905000016
7037	NCL540172593

26. SAFETY ISSUES

Contractor will be responsible for safety. They will provide all safety appliances and gadgets to their workers and ensure that their workers give top priority to safe working practices. Safety is not to be compromised under any circumstances as this is a statutory requirement.

27. GATE PASS TO TRUCKS SUPPLYING CONSTRUCTION MATERIAL AT SITE:

Proper entry shall be made in the register on mine entry gate VTC trained authorized person of the contractor shall guide the truck from the gate to site and back.
CGMs/GMs of the projects will facilitate timely issue of gate passes for the vehicles carrying constructions materials to the worksite.

28. CMPF/EPF:

EPF/CMPF (employer’s contribution) and its administrative charges will be deemed to be included in the rates quoted by the tenderers. It will be deposited by the contractor through NCL. Proper record shall be maintained by the contractors for the worker wise CMPF/EPF deposited and monthly computerized statement shall be submitted to NCL. Deposit of CMPF/EPF statement shall be checked with reference to wages sheet by concerned officials of Personnel Department and duly signed by him.

- 29.** Payment of Contractors Workers through Bank: For all regular nature work of duration one year or more and for other contractors having value of Rs 50 Lakh or more payment of workers' wages should be done through bank account only. The contractor should facilitate opening of Bank account for his workers.
- 30.** VTC Training: VTC Training is a statutory requirement concerning the safety of contractor's laborers and for any work within mine Mines Area, only VTC trained labor shall be deployed by the contractor. The contractor shall follow extant law/guidelines in this regard and arrange for VTC training in respect of his workers who are not VTC Trained.

31. EMPLOYMENT OF LABOUR

- 31.1 Contractors are to employ, to the extent possible (as per policy decision of the company valid from time to time), local project affected people and pay wages not less than the minimum wages as per minimum Wages Act or such other legislations or award of the minimum wage fixed by respective State Govt. or Central Govt. as may be in force.

Payment of Provident Fund for the workmen employed by him for the work as per the Laws prevailing under provision of CMPF / EPF and allied scheme valid from time to time shall be the responsibility of bidder. Bidder shall also submit statutory returns.

- 31.2 The bidder shall comply with statutory requirements of various acts including CL(R&A) Act.
- 31.3 The bidder shall also follow other guidelines as incorporated at Clause 13 of GTC covered under additional responsibilities of the contractor.

NOTE: In case company decides/ circulates separate wages for underground works / for works within mine premises, the same may be allowed based on appropriate circular. Clause 34.1 shall stand amended to this extent before notification of bid.

32. LEGAL JURISDICTION

- 32.1 Matter relating to any dispute or difference arising out of this bid and subsequent contract awarded based on the bid shall be subject to the jurisdiction of local court only where the subject work is to be executed.

33. E-PAYMENT

- 33.1 The bidders have to furnish the details of their bank A/c Nos. Name and Address of the Bank and Branch Code along with the Bid. Successful bidders/ Bidders are required to submit an Authorization form duly signed for e-payment to them. Enclosed Annexure be filled in and submitted along with the Bid.

34. INTEGRITY PACT (APPLICABLE FOR BIDS WITH ESTIMATED COST EXCEEDING RS. 2.00 CRORES).

- 34.1 Bidders are required to submit the pre-contract integrity pact duly signed & witnessed as per enclosed format along with the bid Part-I/cover-I. This will be signed by the authorized signatory of the bidder (s) with name, designation and seal of the company. Bidder(s) who do not sign the pact shall be disqualified from participation in the bid process.

35. CHANGE IN THE CONSTITUTION OF CONTRACTING AGENCY.

- 35.1 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.

- 36.** If at any time it is found that any firm is indulged in “willful suppression of the facts or furnishing or wrong information or manipulated or forged documents or using any other illegal/ unfair means” the firm will be banned from doing any business dealings with Northern Coalfields Limited, for a minimum period of three years and should be decided based on the gravity of the offence and the quantum of loss suffered by NCL.
- 37.** The company shall have full rights to forfeit the EMD/SD or stop balance payment of the work as the case may be, and also to terminate the work if at any time it is found that the firm has willfully suppressed the facts or submitted any false or invalid or manipulated or forged document along with tender or used any other illegal/unfair means to participate in any tender or to receive any payment against the awarded work.
- 38.** In the event of recovery of any claim towards LD Charges, Penalty, fee, fine or any other charges (Except EMD) from the supplier/vendor, the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the supplier/vendor against their bill/invoice or any other dues.
- 39.** Provisions of Modified MCEW-I, Modified MCEW-II will be followed for tendering and execution of work. All the manuals are available on www.coalindia.in.

40. MISCELLANEOUS.

- 40.1 The bidders should fill the bid document properly and carefully. They should avoid quoting absurd rates.
- 40.2 Throughout the bidding documents, the terms ‘bid’ and ‘tender’ and their derivatives are synonymous.

SPECIAL TERMS AND CONDITIONS

1. Scope of Work

- (a) The successful bidder will provide On Site Annual Maintenance for 36 months for 947 Desktop PCs (along with Keyboard, Mouse and other related accessories), 947 UPS, 209 Dot Matrix Printers, 425 LaserJet Mono Printers and 125 LaserJet Color Printers as per items given in this document (at Annexure-C) with technical specification (at Annexure-D) presently installed in NCL HQ & NCL Command Areas/Projects/ Units and at NCL Desk Office, Kolkata. The Projects/Areas of NCL are in both Singrauli District of Madhya Pradesh & Sonbhadra District of Uttar Pradesh. (The PC and its peripherals' locations may change during the contract period if NCL management decides so within the NCL command areas/NCL Kolkata Office). The successful bidder will post adequate number of technical support personnel (minimum 4) to provide on-site support as per the scope of this contract during the period of contract i.e. 36 months.
- (b) The Annual Maintenance Contract includes replacement of Defective/unserviceable parts of PCs/ Desktops including Print Heads of DMPs, Batteries of UPSs etc. The Defective parts will be replaced with parts having equivalent quality in performance or higher as per instructions of EIC (Engineer-In-Charge).
- (c) In the event of breakdown the successful bidder shall ensure that the fault will be attended within 2 hours of intimation by Engineer-In-Charge or officer deputed for the purpose. In case of any hardware failure, the same shall be rectified within 24 hours for which sufficient quantity of spares is to be maintained by the Vendor.
- (d) The virus free system shall be responsibility of the successful bidder only. Each PC set should have licensed anti-virus for the full period of contract. It will be responsibility of the successful bidder to keep track of license number of such anti- virus software, their installation and up gradation through ON line/OFF line. He shall upgrade the anti-virus software as and when required.
- (e) The successful bidder will maintain adequate stock of spare parts at all times. Accommodation & storage of materials shall be the responsibility of the contractor. The successful bidder should have local office in Singrauli or they will have to establish their local office in Singrauli within 30 days from the date of issue of work order.
- (f) The successful bidder will provide contact telephone No. to the concerned Areas/locations of NCL as well as to the System Department-NCL HQ.
- (g) The contract may be terminated by the NCL anytime during the contract period in case of failure to maintain the equipment properly by the successful bidder.

2. Period of Contract.

The Annual Maintenance Contract will be for a period of 36 months starting from the date of acceptance of work order or after 30 days from the date of issue of work order whichever is earlier.

3. Annual Maintenance charges

Annual Maintenance charges should be firm and quoted **for 36 months** for each of items (as detailed in Bill of Quantity). Price escalation shall not be applicable.

4. Uptime guarantee

The successful bidder should ensure 95 % uptime of the all the items on monthly basis. The downtime penalty will be calculated as per para (8) of special terms & conditions.

5. Payment Terms

The rate of the AMC should be firm during the contractual period. The AMC charges will be paid on quarterly basis after expiry of each quarter on submission of pre-receipted bills along with uptime certificate duly authenticated by the concerned users in triplicate by the successful bidder to Engineer-In-Charge. Penalty for less than guaranteed availability will be deducted from the bill of same quarter as per Instruction of EIC.

6. Paying Authority:Area Finance Manager -NCL HQ.

7. Details of Items& Technical Specification: As per Annexure-C & Annexure-D.

8. Downtime Penalty

8.1 The successful bidder should guarantee 95% availability (uptime) for items listed in Annexure-C on quarterly basis.

8.2 PCs including its accessories/Peripherals downtime will be reckoned only during the respective working hours of the various offices of NCL (8 hours) on working days of various offices of NCL. Down time beyond these hours on a working day would be excluded. For example, if the down time starts at NCL HQ from 12.00 hours on a day and extends up to 11.00 hours the following working day, the down time should be calculated as below:

First day: from 12.00 hours to 17.00 hours, equal to 5.00 hours. Second day: from 9.30 hours to 11.00 hours, equal to 1.30 hours. Total down time = 6:30 hours.

8.3 The downtime period will start from the time and date of reporting complaint to the successful bidder.

8.4 The availability percentage will be calculated for each quarter. Penalty will be imposed on pro-rata basis, if availability falls below 95% .Thus

$$\text{Penalty} = \frac{(95\% - \text{Actual Availability}) \times (\text{AMC Rate per month} * 3)}{95\%}$$

8.5 No bonus or additional sums shall be payable if availability is more than 95%.

8.6 Actual availability percentage for each PC including its accessories/Peripherals will be calculated as follows:-

$$\text{Actual Availability \%} = \frac{(Y - Z)}{Y} \times 100$$

Where,

Y = No. of working days in the quarter x 8.

Z = Downtime hours in the quarter.

8.7 Penalty for any quarter to be imposed will be calculated on the basis of the following table-

Availability percentage (rounded to integer)	Penalty
95% and above	Nil
85% and above but less than 95%	As per calculated in 8.2, 8.4 & 8.6.
50% and above but less than 85%	Double the calculated amount as per rate calculated in 8.2, 8.4 & 8.6.
Less than 50%	Double the AMC Rate per quarter

9. The bidder should confirm the unconditional acceptance of all terms and conditions of the NIT.