

# **MODIFIED MANUAL FOR E-TENDERING FOR CIVIL ENGINEERING WORKS**



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**FEBRUARY 2015**

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## GENERAL GUIDELINES AND FORMATS

1. **Preface:** - This document containing broad guidelines for e-Tendering for Civil Engineering Works is framed with an objective that it should help all concerned in adopting the proposed automated, web-based e-Tendering System with the objective of on-line evaluation and thereby reducing the human intervention in evaluation of tender and reduction of cycle time of tendering. However, any improvement/modification to these guidelines may be adopted by CIL/Subsidiary with the approval of Chairman of CIL/CMD of subsidiary, for the purposes like, a) Improvement in the System functionality, b) Enhanced convenience to the users of the System, c) Technical limitation in implementation of any feature as proposed in this document etc.
2. The e-Tendering portal shall be in compliance with IT Act 2000 and its subsequent amendments and it shall comply the relevant circulars of CVC and other statutory bodies.
3. **Service Provider:-**A Service Provider will be engaged by CIL for CIL and all its subsidiary Companies. The e-Tendering systems and processes used by the Service provider shall have to be compliant to all the applicable Laws of India as also to the directives/instructions issued by competent agencies which, amongst others, may include CVC, Standardisation Testing and Quality Certification (STQC), Directorate of the Ministry of Communications & Information Technology, Tendering Policy Division of the Ministry of Finance and Ministry of Coal of GOI.
4. **SCOPE :-** The e-Tendering system will cover the following :
  - 4.1 All the open tenders having Estimated Contract Value (ECV) Rs. 5 lakhs and above. However CIL/Subsidiary Company can change the threshold limit with approval of Chairman/CMD of subsidiary.
  - 4.2 Limited tenders can also be floated through e-Tendering after implementing the vendor/contractor registration in different categories in compliance with CVC Office Order No. 43/7/04 dated 02.07.04 and its subsequent guidelines on this matter.
  - 4.3 All the steps involved starting from hosting of Tenders (based on approved/administratively approved estimates/works) till decision of L-1 bidder is covered:- like Creating and Hosting of NIT, Downloading and submission of bids, Opening of Tender and Evaluation of bids online on a dedicated e-Tendering portal of the company with validation of Tender Committee at nodal stages. The Portal will also generate reports required for the Decision Support System of CIL/Subsidiary companies.
  - 4.4 The other terms and conditions, not covered under this document, will be as per relevant section of Manual for Civil Engineering Works.

**Note:-**

1. The Manual for Civil Engineering Works of CIL is available on website [www.coalindia.in](http://www.coalindia.in)
2. The Guidelines of e-Tendering for Civil Engineering Works will be available on [www.coalindia.in](http://www.coalindia.in)

## 5. THE ORGANISATIONAL SETUP

A permanent Cell constituting of Executives of different departments headed by a designated **Project Manager** for implementation, development and maintenance of e-Tendering system shall function at CIL/Subsidiary. Responsibility of the e-Tendering cell at CIL/Subsidiary Company will be:

- a. To co-ordinate and correspond with the service provider, Bidders , User Departments and other concerned authorities such as Banks, Auditors etc. for the effective and efficient implementation of e-Tendering.
- b. To facilitate periodical customization of the Portal and to bring about continuous improvement in the system to suit the requirement of the Company.
- c. Arrangement of Training to Bidders and Departmental Users for adoption of automated web based e-Tendering mode.
- d. To coordinate for the Infrastructure development for the proper implementation of the e-Tendering system.
- e. To create a helpdesk for online and offline support to different stakeholders of the system.
- f. To arrange and update the Digital Signature Certificate for departmental users.
- g. To arrange Publicity and facilitate change management for smooth migration from manual system of tendering to electronic mode.
- h. To assist the user departments in finalizing the different, formats of documents etc. for the e-Tendering system.
- i. To Administer the e-Tendering Application and Online User Management.

## 6. Registration/Enrollment of Bidder on e-Tendering Portal of CIL/Subsidiary :

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

7. The Digital Signature Certificates have to be obtained for CIL/ subsidiary users from certifying agency of service provider which is authorized by CCA (Controller of Certifying Authority) of Govt. of India. The bidders will have to obtain the Digital Signature Certificate from any certifying agency which is authorized by CCA (Controller of Certifying Authority) of Govt. of India traced upto the chain of trust to the root certificate of CCA.

## 8. THE DUTIES AND RESPONSIBILITIES :

The following *Roles* have been identified for the departmental users, which are to be executed with valid Digital Signature Certificate:

- 8.1 THE CREATOR OF TENDER: - He will have the privilege of creating the Tender based on the approved/administratively approved estimate. Normally the executive of Tender Cell will be assigned this role by HOD of the tender publishing department.
- 8.2 THE PUBLISHER OF TENDER:- He will be normally the HOD or his authorized executives of the tender publishing department and will be the responsible person for timely and accurately hosting of tender on the e-Tendering portal with his Digital Signature Certificate.
- 8.3 THE OPENERS OF TENDER:- The tender will be decrypted and opened with the Digital Signatures Certificate of Bid Opener as identified during creation of the tender. Minimum two bid openers will have to access e-procurement portal for decryption and opening of bid. Bid openers will normally be tender committee members. However, in certain cases when minimum three members of tender committee do not have DSC, authorized representative of TC member may be given the role of bid opener.
- 8.4 THE EVALUATOR OF TENDER:- The Evaluator is the person who will enter and upload the decision of the Tender Committee in the e-Tendering portal. Normally the executive of tender cell(Tender dealing officer) will be assigned this role by HOD of tender publishing department.
- 8.5 The Tender committee will accept and validate the receipt of EMD and on-line evaluation of Part-I of Bid. The reason of disqualification of bidder, if any, will be recorded in Part-I TCR and will be uploaded by the Evaluator online in the system. Similarly the financial evaluation will be done by Tender Committee and the outcome will be uploaded by the Evaluator online.
- 8.6 In case the TC changes the system evaluation the reasons have to be given by Evaluator online as recorded in the TCR.
- 8.7 Auditor: He will be given privileged access to audit tendering process.
- 8.8 **E-Tendering Cell:** Online User Management and Administration of e-Tendering Application

**Note: One individual may have multiple roles as identified above. However e-Tendering cell cannot be assigned with the roles of Creator/ Publisher/Opener/ Evaluator/ Tender Committee/ Auditor.**

## 9. Special situations :

- 9.1 In case any officer holding any of the above roles is not available for performing his role, he may give off-line authorization to use his Digital Signature Certificate for a specific period and for the specific roles. However, this should be used only when it is absolutely essential and with the approval of next higher authority of the official giving authorization.
- 9.2 In case of transfer within CIL/Subsidiary the executive holding a role of Bid Opener in a live tender will have to perform this role from his new place of posting. After completing all such assignments his

organizational place will be reallocated by e-Tendering Cell on a written request from the executive countersigned by the GM/CGM of the Area/Department.

- 9.3 In case of any transfer Or change of role it will be the responsibility of the user to intimate e-Tendering Cell regarding the change and e-Tendering Cell will change the role in the portal accordingly.
- 9.4 In case of transfer of service from CIL or superannuation, the executives having DSCs will have to obtain the clearance regarding handover of DSC at the time of release from CIL/Subsidiary. The executives posted at CIL-HQ should obtain clearance from e-Tendering cell and in case of the executives posted at Subsidiaries HQ/Areas, the clearance may be obtained from the e-Tendering Cell/System department of the Area.
- 9.5 In case the Digital Signature Certificate is lost or misplaced, FIR should be lodged by the concerned executive and e-Tendering cell should be informed immediately with a copy of FIR. Effort will be made to obtain another copy of DSC from the DSC provider and till such period the date of opening of Tenders in which he has already been assigned the role of Bid Opener will have to be extended. In case it is not possible to prepare a copy of the DSC due to any reason, the Tender, which are yet to be opened will be cancelled and re-tendered.
- 9.6 For any change of role of departmental user, a written request by the HOD of the concerned department shall be sent to e-Tendering cell.
- 9.7 All the DSCs of executives before they retire must be deposited to e-Tendering Cell

## 10 STANDARD NIT FORMAT

There will be standard NIT format for Civil Engineering Works which will be framed in compliance with the e-tender Manual and shall be uniformly followed across all the Areas of CIL/Subsidiary. A draft NIT format for Civil Engineering Works has been framed and is placed herewith. CIL/Subsidiary in consultation with e-tendering cell and in conformity with the portal software may incorporate suitable amendments. It will be preferable to have uniform e-tender notice in a subsidiary for a group of work. Such e-tender notice shall have approval of Director of Subsidiary.

There will be standard GTE Templates available on the e-tender portal which will be uniformly followed across CIL/Subsidiary. The standard GTE Templates will be framed by the tender inviting department of CIL/Subsidiary in consultation with e-Tendering Cell and shall be circulated to all Areas of CIL/Subsidiary company.

## 11 UNDERTAKINGS TO BE furnished ON-LINE BY THE BIDDER

### USER PORTAL AGREEMENT

#### e-Tender Portal User Agreement

In order to create a user account and use the e-Tender portal you must read and accept this e-Tender portal User Agreement.

#### A. UNDERTAKINGS TO BE FURNISHED ONLINE BY THE BIDDER

##### I DO HEREBY UNDERTAKE

1. That all the information being submitted by me/us is genuine, authentic, true and valid on the date of submission of tender and if any information is found to be false at any stage of tendering or contract period I/We will be liable to the following penal actions apart from other penal actions prescribed elsewhere in the tender document.
  - a. Cancellation of my/our bid/contract(as the case may be)
  - b. Forfeiture of EMD
  - c. Punitive action as per tender document
2. That I/we accept all terms and condition of NIT, including General Terms and Condition and Special/Additional Terms and Condition as stated there in the tender document as available on the website.
3. That I/we accept the Integrity Pact as given in the tender document (if applicable).
4. That I/we am/are giving my/our consent for e-payment and submitting/shall submit the mandate form for e-payment in the format as prescribed in the document in case, the work is awarded to us.
5. That I/we do authorize CIL/subsidiary for seeking information/clarification from my Bankers having reference in this bid.
6. That I/we will upload original/certified photo/scanned of all the relevant documents as prescribed in the tender document in support of the information and data furnished by me/us online.
7. I/We confirm that I/We have not been banned or de-listed by any Govt. or Quasi Govt. agencies or PSUs. In case We are banned or delisted this information shall be specifically informed to the tender issuing authority.
8. That I/We accept all the undertakings as specified elsewhere in the tender document.
9. That this online agreement will be a part of my bid and if the work is awarded to me/us, this will be a part of our agreement with CIL/subsidiary Company.

## **B. TERMS AND CONDITIONS OF E-TENDER SERVICES AGREEMENT**

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You may print and download portions of material from the different areas of the website solely for your own non-commercial use provided that you agree that you shall not change or delete any copyright or proprietary materials from the site.

[www.coalindiatenders.gov.in](http://www.coalindiatenders.gov.in) is an e-procurement portal of Coal India Limited/it's Subsidiary.

**THIS E-TENDER PORTAL AND RELATED SERVICES SUBJECT TO YOUR COMPLIANCE WITH THE USER'S TERMS AND CONDITIONS SET FORTH BELOW.**

**PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. YOU MAY NOT COMPLETE YOUR REGISTRATION AND USE THE E-TENDER PORTAL WITHOUT AGREEING TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW.**

**BY REGISTERING THE USER NAME AND PASSWORD, YOU AGREE TO ABIDE BY ALL THE TERMS AND CONDITIONS SET FORTH BELOW.**

### **→Bidder Registration, Password and Security**

Upon successful completion of Registration online, User ID and Password will be registered. You can login, only by giving valid *User ID* and *Password* and then signing with your valid Digital Signature Certificate.

The Online registration/enrollment of bidder on the portal should be done in the name of the bidder. The person whose DSC is attached to the Registered Bidder should be **either** the bidder himself **Or**, duly authorized by the Bidder.

User ID and password are strictly personal to each Authorised User and non-transferable. The User shall ensure that its Authorised Users do not divulge or disclose their user ID or password to third parties. In the event that the Authorised User comes to know that the User ID/ Password has been/might have been divulged, disclosed or discovered by any third party, user or its authorized user shall immediately modify the password using "**Change password**" option. CIL/subsidiary will have no responsibility or obligation in this regard.

At the time of enrollment in the e-Tendering portal of CIL/its Subsidiaries, the Bidders should ensure that the status of DSC is active on this site. The activation of newly issued DSC may take 24 hrs or more. Hence Bidders who are obtaining new DSC should register at least 24 hrs before the submission of Bid.



By registering in this portal you forthwith assume the responsibility for maintaining the confidentiality of the Password and account, and for all activities that occur under your Password or Account. You also agree to (a) immediately notify by e-mail to **Application Administrator/Nodal officer**, of any unauthorized use of your Password or Account or any other breach of security, and (b) ensure that you log-out from your account at the end of each session. CIL/its Subsidiaries shall not be liable for any loss or damage caused to you due to your failure to comply with the foregoing.

Registered user can modify or update some of the information in their profile as and when required at their own discretion. However some information such as “User ID” are protected against changes by Bidder after enrollment and some other information such as “Bidder Name” etc are protected against changes by Bidder after bid submission.

#### ➔ **Modification of software**

With consent of **Project Advisory Committee**, e-procurement of CIL, the Administrator of e-Tender portal, reserves the right to modify, add, delete and/or change the contents , classification and presentation of the information on the marketplace at any time as it may in its absolute discretion find to be expedient and without giving any notice. It is the users responsibility to refer to the terms and/or any change or addition to the same while accessing the site.

Coal India Limited reserves right to interrupt/suspend the availability of the e-Tender system without any notice to the users.

#### ➔ **System Requirements**

It is the users responsibility to comply with the system requirements: hardware, software, Internet connectivity at user premises to access the e-Tender portal as mentioned in the home page in the link ‘resources required’.

Under any circumstances, CIL shall not be liable to the Users for any direct/indirect loss incurred by them or damages caused to them arising out of the following:

- (a) Incorrect use of the e-Tender System, or ;
- (b) Internet Connectivity failures in respect of the equipments used by the Users or by the Internet Service Providers, or ;
- (c) Inability of the Bidder to submit their bid due to any DSC related problems, hardware, software or any other factor which are personal/ special/ local to the Bidder.

#### ➔ **Contents of Tender Information**

Tenders shall be published by the authorized **Tender Inviting Authorities** of the respective Tendering entities of CIL/subsidiary. In case of any clarifications arising out of the tenders, the users have to contact the respective **Tender Inviting Authority**.

#### ➔ **Bid Submission Acknowledgement**

The User should complete all the processes and steps required for Bid submission. The successful Bid

submission can be ascertained once **acknowledgement** is given by the system through **Bid Submission** number i.e. **Bid ID**, after completion of all the processes and steps. Coal India Limited/Subsidiary is not responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and so the same will not be available to the **Tender Inviting Authority** for processing.

The acknowledgment is the only confirmation of submission of bid, which the bidder can show as a proof of participating in the tender. Other than this acknowledgment, no proof will be considered as a confirmation to the submission of a bid. If the bidder fails to produce this acknowledgment required for verification in case of dispute, his claim for submission of bid may not be considered.

### → Upload files

The bidders have to ensure that the files being uploaded by them are free from all kinds of viruses and contain only the relevant information as stated by the Tender Inviting Authorities for the particular tender. It is not obligatory on the part of CIL/subsidiary to read each and every document uploaded by the Bidder. If any bidder / company has uploaded / attached irrelevant data, bogus or fabricated certificates towards his qualification requirements to the respective tender then their User account will be liable for termination permanently or temporarily by CIL/subsidiary without any prior notice.

### → User Conduct

You agree that all information, data, text, software, photographs, graphics, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content is originated. This means that you are entirely responsible for all Content that you upload, post, email or otherwise transmit via the e-Tender portal.

CIL/subsidiary does not control the Content posted via the e-Tender portal and, as such, does not guarantee the accuracy, integrity or quality of such Content. Hence under no circumstances, CIL/subsidiary is liable in any manner for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, e-mailed or otherwise transmitted via the Site.

#### → Amendments to a tender published:

You agree that the CIL/ Subsidiary companies reserves the right to re-tender / cancel a tender or extend the closing date or amend the details of tender at any time by publishing corrigendum as applicable.

#### → Special Admonitions For International Use:

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online content and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data to and from India or the country in which you reside.

## ➔Links

The Site may provide, links to other World Wide Web sites or resources. Because CIL/subsidiary has no control over such sites and resources, you acknowledge and agree that the CIL/Subsidiary is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that the CIL/subsidiary shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, Goods or Services available on or through any such site or resources.

## Miscellaneous

This Agreement shall all be governed and construed in accordance with the laws of India & applicable to agreements made and to be performed in India. The e-Tender portal's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. CIL/subsidiary may assign its rights and duties under this Agreement to any party at any time without notice to you. Any rights not expressly granted herein are reserved.

## ➔Governing Law

Terms shall be governed by, and construed in accordance with, Indian law. The parties agree that the principal civil court of the place where the registered office of Coal India/Subsidiary company is situated shall have **non-exclusive** jurisdiction to entertain any dispute with Coal India/Subsidiary company. In case of dispute being with a regional Institute of CMPDIL, the principle Civil Court where the said regional Institute is situated shall be place of suing.

CIL/subsidiary reserves the right to initiate any legal action against those bidders violating all or any of the above mentioned terms & conditions of e-Tender services agreement.

## ➔ Modification of terms of Agreement

CIL/its Subsidiaries reserves the right to add to or change/modify the terms of this Agreement. Changes could be made by us after the first posting to the Site and you will be deemed to have accepted any change if you continue to access the Site after that time. CIL/its Subsidiaries reserves the right to modify, suspend/cancel, or discontinue any or all services/ make modifications and alterations in any or all of the content, at any time without prior notice.

## ➔Policy and Security

### General Policy

CIL/its Subsidiaries is committed to protecting the privacy of our e-Tender site visitors. CIL/subsidiary does not collect any personal or business information unless you provide it to us voluntarily when conducting an online enrolment, bid submission etc. or any other transaction on the Site.

### **Information Collected**

When you choose to provide personal or business information to us to conduct an online transaction, we use it only for the purpose of conducting the specific online transaction that you requested. The information is also used for the purpose of vendor searches. For each online transaction, we require only a minimum amount of personal and business information required to process your transaction.

When you visit our portal to browse, read pages, or download information, we automatically collect and store only the following information:

- The Internet domain and IP address from which you access our portal;
- The date and time you access our portal;
- The pages you visit

This information would help us to make our site more useful to visitors and to learn about the number of visitors to our site and the types of technology our visitors use.

We do not give, share, sell or transfer any personal information to a third party unless required to do so by law. If you do not want any personal or business information to be collected, please do not submit it to us; however, without this required information we will be unable to process your online bid submission or any other on line transaction. Review, update and correction of any personal or business information can be done directly on the Site.

### **Use of Cookies**

When you choose to enter into an online transaction, we use cookies to save the information that you input while progressing through the transaction. A cookie is a very small amount of data that is sent from our server to your computer's hard drive. By enabling this feature, the cookie will remember the data entered by you and next time when you visit this site, the data stored in the cookie will be available in future.

### **Security**

The Site has security measures in place to protect against the loss, misuse and alteration of information under our control.

## e-Tendering for Civil Engineering Works

### PART-I

#### 12. CREATION OF TENDER

12.1 Tender for the sanctioned/administratively approved estimates/works will be published on the e-Tendering portal by dealing officer (Creator) of concerned tender inviting department with Digital Signature Certificate (DSC) indicating all the salient details such as description of work, estimated value, period of work, bid validity period, date of pre-bid meeting (if required), start date and last date & time of submission of bid, period for seeking clarifications online by the bidder, date and time of opening of part-I bid etc. The bid document uploaded shall include Notice Inviting Tender(NIT), Instruction to Bidder(ITB) and Terms and Conditions of Contract, Integrity pact, various forms of securities, undertaking, forms of article of agreement, performas as required for the work and Bill of quantity. The format of Contractor's Bid will also be uploaded under NIT document during online creation of tender.

**12.2 GTE Templates:** There will be tender specific standard GTE Templates available on the e-Tendering portal. While creating a tender the latest and appropriate GTE template is to be selected.

8.9 **12.3 Bid Openers:** While creating the tender the "Bid Openers" will be identified who will be essentially from the Tender Committee. The maximum number of bid opener will be five and the minimum number will be Two. For selection of bid openers either 2 of 3 or 2 of 4 etc. as available in the portal shall be used. In certain cases when minimum three members of tender committee do not have DSC, authorized representative of TC member may be given the role of bid opener.

12.4 **Pre-bid meeting:** Pre-bid meeting in compliance with manuals of CIL may take place, if required, after publication of Tender but in any case at least 7 days before the start date of Bid submission. Pre-bid meeting is intended to clarify issues that may be raised during the meeting. Minutes of the pre-bid meeting may be uploaded on the portal.

**12.5 Independent External Monitor (IEM):** In each tender having Estimated value above a threshold limit, an Independent External Monitor (IEM) is to be nominated as per Integrity Pact. IEM's name and address is to be given in the NIT and the Integrity Pact will be a part of the NIT document. (the threshold limit for integrity pact will be decided as per the existing policy of the Company).

**12.6 Start date & End date of Bid submission:** This shall be as per NIT. The minimum period allowed for bid submission shall be 10 days for tender value up to 10 lakh, 14 days for tender value above 10 lakh and up to 50 lakh and 21 days for tender value above 50 lakh.

**12.7 Bid Validity Period:** The validity of tenders shall be 120(one hundred twenty) days from last date of submission of bid.

**12.8 Seeking Clarification by bidder:** The bidder may seek clarification online within the specified period. His identity will not be disclosed by the system. The department will clarify only the relevant queries of bidders as the clarifications given by department will be visible to all the bidders intending to participate in that tender. The clarifications may be asked from the next day of e-Publication of NIT. The following minimum time period shall be allowed to the bidder for seeking clarification online:

a) For tender value up to 10 lakh-up to 4 days before the last date of submission of bid

- b) For tender value above 10 lakh and up to 50 lakh-up to 7 days before the last date of submission of bid
- c) For tender value above 50 lakh-up to 10 days before the last date of submission of bid

The last date of giving clarification by the user department online will be up to 3 (Two) days before the last date of submission of bid.

The tender publishing authority will be responsible for giving the clarifications online within the prescribed time frame. However, if the tender publishing authority feels that the query is of such nature that advice of tender committee or any other authority is required to give clarification, he may do so to reply the queries within the prescribed time limit. The queries of bidders clarified on-line and also unanswered queries of bidders shall be recorded in the TCR.

**12.9 CONTRACTOR'S BID AND ACCEPTANCE OF BID CONDITIONS:** There will be standard format of "Contractor's Bid" in which the Name of work, NIT No. & Tender Id will be entered by Tender Creator and the same will be uploaded as a separate NIT document during online creation of tender.

**12.10 Format of Price bid:** Standard format of "Price-bid/BoQ" for Item Rate, Percentage Rate and Combined Rate tenders(as and when standardised) will be available on the e-Tendering portal. Here the bidder will have to quote for all the tendered items and L-1 will be decided on the basis of overall quoted value and impact of Service Tax. The BOQ format will be downloaded from e-Tendering portal and the same will be password protected and will be uploaded during online creation of tender.

**12.11 Downloading of Tender document:** The Tender document can be downloaded by any prospective bidder from the e-Tendering portal free of cost. The download of tender document may start immediately after e-Publication of NIT and shall continue till the last date and time of bid submission.

**12.12 Tender ID:** After creation of tender a unique Tender Id is automatically generated by the system. This Tender Id will be referred in all future correspondence or Reports of the tender. This Tender Id should be indicated in the format of "Contractor's Bid" uploaded by the Creator.

### **13. PUBLICATION OF TENDER**

**13.1** Tender for the sanctioned/Administratively approved estimates will be published on the e-Tendering portal by HOD or his authorized executives of tender publishing department with Digital Signature Certificate (DSC).

**13.2** The created tenders shall be published on the dedicated e-Tendering portal of CIL/Subsidiary and also in CIL/Subsidiary website and Govt. website as per norms.

**13.3** Since the tenders are being published on two tender websites including a dedicated common website for government tenders, publication in the print media shall be only indicative in nature and as per guidelines of the company. For global tender, in addition to above, publication in trade journal shall also be resorted

### **14. Corrigendum to NIT**

Corrigendum may be issued for change of dates, correction of address and typographical errors. However, the extension of date for an event will be possible only before the expiry of earlier specified date and time of opening tender. Preponement of date for any event is not permitted. Tender Inviting Authority will be empowered to issue such necessary corrigendum.

Clarifications shall not be treated as change in scope of work and shall be part of bid.

Normally, no corrigendum in respect of change in scope of work, quantity and estimated value of work or any other specific condition shall be issued. If any such change becomes essential then a fresh NIT should be issued notifying the cancellation of earlier NIT. Such cancellation shall be done with approval of HOD of tender inviting department.

If any change in, scope of work/technical parameter, is essential, Appropriate Approval shall be obtained and submission date shall be suitably extended to allow all bidders to bid, taking such change into consideration. This option shall be considered for very specialized nature of work.

**The Corrigendum Notice shall be published in portal only and NIT shall include suitable provision in this respect.**

## **15. Submission of Bid**

**15.1** The bidder will submit their Part-I bid and Price bid (Part-II) on-line. No off-line bid shall be accepted.

**15.2** 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 and other conditions, integrity Pact etc. if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed/accepted. This user portal agreement (refer Cl. 11) will be a part of NIT/Contract Document.

**15.3** 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.

**15.4** The bidder will have an option for submitting EMD through either ONLINE or OFFLINE mode.

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 Challan generated by system on e-Tendering portal and will have to furnish online the UTR Number before submission of bid. The payment made through NEFT/RTGS must be received in CIL/Subsidiary's designated Account on or before the date and time of bid opening.

In Offline mode the bidder can make payment of EMD in the form of DD/BC/BPO/Bank Guarantee(BG) (if applicable) from any scheduled bank. The bidder will furnish all the details online i.e. DD/BC/BPO /BG Number, date of issue, expiry date, name of issuing bank and amount etc. regarding EMD. The

original DD/BC/BPO/BG will be submitted by bidder either in person or by post which must be received in the office of Tender Inviting Authority on the date specified in NIT. The BG against EMD will be accepted in form specified in the NIT and shall be for the requisite period as specified in the NIT.

No BG is applicable for Earnest Money up to Rs. 2.0 lakhs.

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

In case of discrepancy between the online submitted information regarding the instruments for EMD and the original instrument being submitted by the bidders, the later shall prevail if the instrument is valid on the date of submission of the tender by the bidder and if it does not change the eligibility status of the bidder.

Note: CIL/Subsidiary Companies may opt for submission of earnest money only through NEFT/RTGS/BG based on local consideration.

**15.5** The qualification of Part-I will be subject to the receipt and acceptance of EMD in appropriate form and receipt of undertaking as mentioned in the NIT. CIL/Subsidiary shall not be responsible for any delay in receipt of EMD. In case of non-receipt of these documents within the aforesaid period, the bid will be out rightly rejected.

**Note:**

In case of online payment of EMD, if the payment is made by the bidder within the last date & time of bid submission but not received by CIL/Subsidiary within the specified period due to reasons beyond the control of the bidder then the bid will not be accepted.

**15.6** The information will be provided by the bidder by filling up relevant data through a form confirmed by uploaded confirmatory documents. If the information furnished by bidder by filling up relevant data through form is not confirmed by the uploaded documents, even after clarification if required(as per provision of ITB), then the bidder will be out rightly rejected for Price Bid opening. 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.

**15.7** For online bid submission the bidder will be required to upload scanned copy of various relevant documents in the following links:

- i. **Other Important Document:** In this link in pdf format (all static documents like PAN, Legal Constitution etc.), Sales Tax registration certificate, Service Tax registration certificate are to be uploaded. This will be in Bidder's space and will be one time activity.
- ii. **Cover I: In this link** in pdf format (such as Experience, Turnover, Authorization, Contractor's bid and Acceptance of bid conditions, undertaking on letter head etc.) as stipulated in NIT are to be uploaded. This will be tender specific.



- a. **Contractor's Bid and Acceptance of Bid Conditions:** The format of "Contractor's Bid" (filled with tender title, NIT No. & Tender Id etc.) will be uploaded during creation of tender in pdf format as a NIT document. The format of Contractor's Bid will be downloaded by the bidder and will be printed/ typed on his letter head. This document will be digitally signed by the DSC holder bidding online with authorization from bidder and the scanned copy of the same in pdf format 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 "Contractor's Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.
- b. **Details of other documents to be uploaded under Cover I are given in PART II.**
- c. In case of tenders having provision for exemption of EMD, the bidder claiming for exemption will have to upload the requisite document as specified in NIT in support of their claim for exemption of EMD.

**Cover II:** In this link the Price-bid in .xls format is to be uploaded. The details are as follows:

- a. **Price bid:** The Price bid containing the Bill of Quantity will be in Excel format (password protected) and will be uploaded during tender creation. This will be downloaded by the bidder and he will quote the rates for all items on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in Cover-II. The Price-bid will be in Item Rate/Percentage Rate BOQ format and the bidder will have to quote for all the tendered items. The Price-bids of the tenderers will have no condition. The Price Bid which is incomplete and not submitted as per instruction given above will be rejected.

**15.8** If there is any change in the contents of Contractor's Bid uploaded by bidder as compared to the format of Contractor's Bid uploaded by the department with NIT document, then the bid will be rejected.

**15.9 Modification and withdrawal of Bid:** Modification of the submitted bid shall be allowed on-line only before the deadline of submission of tender and the bidder may modify and resubmit the bid on-line as many times as he may wish.

Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender. No withdrawal/modification is allowed after end date and time of bid submission.

**Note:**

- The Bid Security/Earnest Money may be forfeited:
  - a) if the Bidder withdraws the Bid after end date of bid submission 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.
- In case of failure to enter into agreement within specified period or extended period, the department in addition to other penal action measures shall be at liberty to debar the selected bidder from participating in future tenders for at least 12 months.

**15.10 Tender Status:** It will be the bidder's responsibility to check the status of their Bid on-line at least once daily, after the opening of Technical bid till award of contract. Additionally, information shall also be sent by system generated e-mail and SMS at nodal points (Technical evaluation, date of price-bid opening, financial evaluation, award of work etc.). No separate communication will be required in this regard. The Tender Status will be in public domain and anyone visiting the site can view it by identifying the tender.

## **16. Opening and Evaluation of Tender**

**16.1 Opening of Part-I bid:** The Part-I bid (Cover-I) will be opened on the next working day after the end date of submission of bid/EMD, whichever is later. Part-I bid (Cover-I) will be decrypted and opened online by the "Bid Openers" with their Digital Signature Certificates on the prescheduled date & time of Tender Opening. After decryption and opening of Part-I bid (Cover-I) the documents uploaded by bidder i.e. Contractors of Bid & EMD exemption documents (if any) will be admitted by Bid Opener for further technical evaluation by Tender Committee and the Process-I should be concluded, giving the Summary of the bid opening on the same day. The bids, for which the original instrument of BG for EMD (in case of offline mode of payment) is not received, will be rejected at this stage. In all other cases the rejection of any bid, if required shall be made under Technical/Part-I Evaluation. The documents uploaded by bidder i.e. Contractor's of Bid & EMD exemption documents (if any) and the Evaluation sheets generated by the system online shall be downloaded during opening of Part-I bid (Cover-I).

**16.2** Tender will be opened on the pre-scheduled date if at least three tenders are received. If the number of tenders received up to the deadline of submission of tender is less than three, the bid submission end date and time, shall be extended by 48 hours.

**16.3** In this extended period any new bidder having requisite eligibility can submit his online tender however the existing bidders shall be allowed to revise their bid.

**16.4** Up to the extended date in above manner if number of tenders received remains less than three, the bid submission end date and time, shall be further extended by 5 days. However, the existing bidders shall be allowed to revise their bid.

**16.5** If up to the second extended date no fresh online tender is received, the tender(s) received so far shall be opened after verification of EMD as stipulated in the normal process.

**16.6** If no tender is received even after second extension then the tender will be cancelled and retendered.

**NOTE: Provisions related to extension of bid submission may be deleted in case of urgency as per provisions of MCEW.**

**16.7** The Technical/Part-I evaluation of Tenders will be done based on auto evaluation of the system confirmed by uploaded relevant documents as per the list specified in the NIT. Any deviation from the system evaluation will require a reason to be given by the evaluator in Technical/Part-I evaluation.

**16.8** The e-Tendering System will evaluate the Technical/Part-I bids automatically with least human intervention. If the information furnished by bidder by filing up relevant data through form are not

confirmed by the uploaded documents then the bidder will be out rightly rejected for Price Bid opening. 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.

- 16.9** After opening the Part-I bid the acceptance of EMD by Tender Committee will be entered online by the Bid Opener of tender publishing department (Evaluator of tender).
- 16.10** Part-I Evaluation:-The documents downloaded during opening of Part-I bid (Cover-I) and the Evaluation sheets generated by the system online, shall be placed before the Tender Committee for validation. The Tender Committee will validate the online evaluation of Technical bid based on the information furnished by bidder online and supporting documents uploaded by the bidder. If any clarification is required at this stage the same may be obtained as per provision of bid. The system generated evaluation sheets shall be authenticated by Tender Committee and shall be kept in the TCR file. The documents uploaded by bidder shall also be evaluated by Tender committee and confirmation of BG submitted against EMD (if any) will be obtained from the concerned bank by tender inviting authority. The brief Tender Committee Recommendation based on the on-line evaluation will be made for opening of Price bid of eligible bidders. The summary of Part-I evaluation (Part-I TCR) with the names of eligible bidders and the brief reasons for disqualification of unsuccessful bidders (if any) along with the date of Price-bid opening will be uploaded by the Evaluator of Tender based on the TC recommendation. The rejection of bids, if any will have to be done at this stage. The reason for acceptance/rejection of the bidder must be written by the Evaluator in the Part-I Evaluation page. Date of Price-bid opening shall be kept as decided by CIL/Subsidiary after uploading of summary of part-I evaluation. The part-I TCR will not require approval of Competent Authority. The part I TCR will be a part of final TCR to be processed for approval of Competent Authority.
- 16.11** After evaluation of Part-I bid (Cover-I) all the bidders will get the information regarding their eligibility on their personalized dash-board. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board at least once daily after opening of bid. The summary of evaluation result with the names of eligible bidders and the brief reasons for disqualification of unsuccessful bidders will be displayed on the e-Tendering Portal.
- 16.12** The EMD of unsuccessful bidders will be refunded through e-Payment, immediately after the bidder is declared unsuccessful. The provision should be kept in the NIT that "the bidders should submit MANDATE FORM for e-Payment along with EMD, as per the format given in the bid document". In case of online receipt of EMD from designated account the same shall be refunded to the same account.
- 16.13** The Price bid of the successful bidders (qualified in Part-I bid) will be decrypted and opened on the scheduled date and at the pre-scheduled time by the *Bid Openers* with their Digital Signature Certificate. The Bidders may view the price bid opening online remotely on their personalized dash board under the link "Bid Opening (Live)" and can see the Price-bid/BOQ submitted by all participating bidders. The Price bids and system generated Comparative Statement will be downloaded and will be signed by the Tender Committee. This will be kept in the TCR file.
- 16.14** After opening of Price bid the Comparative Statement of Prices indicating the rates quoted by all the bidders will be generated by the system. As per predefined logic, effect of service tax will be

calculated by the system and rank of bidders will be displayed. This will be visible to all the participating bidders online. This information will be in public domain and can be viewed by any person on visiting the e-Tendering portal.

Clarification on price element/negotiation may be made online/offline.

**16.15** All the details of Part-I bid and price bid will be kept preserved in the archives for auditing purposes and the same can be accessed with special authorization. The IP address of all the bidders who has participated in the bid along with timing and date will also be kept preserved in the system.

**16.16** The Tender Committee will recommend for award of work to the L-1 bidder after

- i. Verification of reasonableness of L-1 rates.

**Note:**

- i. Negotiation, if any, shall be as per relevant provision of MCEW.

**16.17** 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.

**16.18** After competent approval and financial concurrence of TCR, the work order to the L-1 bidder will be issued and the scanned copy of the Work Order will be uploaded on the e-Tendering portal and simultaneously the original copy will be sent to the bidder through registered/speed post.

**16.19** Any tender hosted on the e-Tendering site must be logically concluded i.e. either Award of work is issued or the tender is cancelled OR it is retendered online through corrigendum.

**16.20** 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 Bid document.

**17. Revocation of Tender Process:** The online evaluation of tender must be performed by the Evaluator with utmost care and diligence. The Evaluator of tender must ensure that the decision of Tender Committee is correctly uploaded on the e-Tendering portal.

However, there may be situation when the decision of Tender Committee may have to be changed subsequently on account of a Court's verdict. Also, there may be circumstances when online evaluation of tender is not done correctly due to mistake by the Evaluator or due to technical error in the system, which may lead to cancellation of tender.

In order to avoid the cancellation of tender in such cases, the tender process needs be reverted back to appropriate stage (Technical/Part-I bid Opening or Price-bid Opening stage) to comply with the Court's verdict or to rectify the error committed by the Evaluator. This provision in the e-Tendering system has been introduced with an objective to abide by the Court's verdict or to ensure that the tender process should not suffer due to any mistake committed by an individual or due to any technical error in the system.

Revocation of Tender process back to Technical-bid opening stage or Price-bid opening stage from an advanced stage shall be done under the following circumstances:

1. To comply with the directives of Hon'ble Court of Law.
2. If the Evaluator makes a mistake in online evaluation of tender, which is not in line with the Tender Committee decision.
3. If there is an error in the online evaluation of tender due to technical error in the system.

Revocation of Tender process will be done with the specific approval of the concerned Director.

In all such cases the Tender Revocation Notice must contain the details of the circumstances leading to revocation of tender process.

The Revocation of Tender on the e-Tendering portal can be done by way of creation and publication of corrigendum. However, since Revocation of Tender, in true sense, is not a Corrigendum to NIT, the Tender Revocation Notice will be uploaded only on the e-Tendering portal.

- 18. Cancellation of Tender:** Any tender published on the e-Tendering portal must be concluded to its logical end i.e. either "Award of Contract" or "Cancellation of Tender" or "Retender".

It will be the responsibility of the Publisher of tender to conclude the published tenders to its logical end within the original/extended bid validity period.

Tenders should be cancelled with due approval of Tender Approving Authority. In case of tenders where Board of Directors of CIL/Subsidiary is the Tender Approving Authority, in such cases the approval of Chairman/CMD, CIL/Subsidiary will be required. However, for cancellation of Tender due to non-receipt of any bid, no approval will be required.

In all such cases the Tender Cancellation Notice must contain the details of the circumstances leading to cancellation of tender.

The Cancellation of Tender on the e-Tendering portal can be done by way of creation and publication of corrigendum. However, since Cancellation of Tender, in true sense, is not a Corrigendum to NIT, the Tender Cancellation Notice will be uploaded only on the e-Tendering portal.

- 19.** The e-tendering system is basically a system in which tenders are received online, in place of physical receipt. The provisions of e-tendering manual are supplementary to MCEW. Any shortcomings in e-tendering shall be governed by MCEW. The procedure, guidelines elaborated in MCEW shall be basis for e-tendering manual.

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## PART II

### 20. Eligibility Criteria

#### 20.1 Work Experience:

The Intending bidder must have in its name or proportionate share as a member of Joint Venture experience of having successfully **completed similar** works, as a prime contractor, during last 7(seven) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) should be any of the following :-

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

Or

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

Or

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

Similar nature of work shall include .....

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.

The intending tenderer must submit documentary evidence in support of above in the form of (i) certified copy of work order, (ii) completion certificate indicating value and period of work, (iii) In case of Sub-contractor suitable document as per provision of eligibility, if applicable.

The TDS certificate /Bill of Quantity be submitted during clarification, if any.

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 is the lead partner 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

Works of similar nature may be suitably defined by respective subsidiaries based on its own necessity.

**Data to be furnished by Bidder on-line :**

- i. Work Order/Agreement Number of each experience of similar nature.
- ii. Name & address of Employer/Work Order Issuing authority of each experience.
- iii. Start date & end date of each qualifying experience (similar nature).
- iv. Completed Value of work within the start date and end date for the work order referred in i above for each experience (in case of JV, the executed value of partners be given separately).
- v. Percentage (%) share of each experience (100% in case of an Individual/proprietorship firm or a partnership firm or an entity registered as company under the Companies Act, 1956 and the actual % of share in case of a Joint Venture).
- vi. In case of Sub-contractor suitable document as per provision of eligibility, if applicable.

**Technical evaluation by the System:**

- a. The system shall calculate the eligibility period as 7 years backwards starting from the last day of month previous to the e-Publication date of NIT.
- b. 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.
- c. 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 day of month previous to one in which the NIT has been published on e-Tendering portal.
- d. The system shall check the experience with highest value whether it equals or exceeds 80% of ECV. In case it does not, it shall check the top 2 high value experiences whether each of them is equal or exceeds than 50% of ECV. In case, it still does not, the system shall check all 3 qualifying experiences whether each of them equals or exceeds 40% of ECV.

The system shall regard the bidder as 'Eligible' if it meets any of the aforementioned criteria or else it shall consider the bidder as 'Ineligible'.

- e. 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.
- f. 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-Tendering 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-Tendering portal, shall not be considered against eligibility.
- g. 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.



- h. In case the experience has been earned by the bidder as an individual or proprietor of a proprietorship firm or partnership firm or entity registered as company under the Companies Act 1956, 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 (self certified and attested by Notary Public) to be uploaded by bidders (CONFIRMATORY DOCUMENT):**

- a. Satisfactory Work Completion Certificate including value and period issued by the employer against the Experience of similar work containing all the information as sought on-line.
- b. Copy of work order.  
Copy of TDS certificate/ Bill of Quantity (only when clarification is sought).
- c. In case of Sub-contractor, Suitable document as per provision of eligibility.

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

The intending bidder must submit documentary evidence in support of above in the form of certificate from Chartered Accountant or audited balance sheet for relevant years.

If the audited balance sheet for the immediately preceding year is not available in case of tender e-published before 30<sup>th</sup> September, audited balance sheet/ profit and loss statement and other financial statement of the three financial years immediately preceding the previous financial year may be adopted for evaluating the credentials of the bidder.

**Note:**

a) Financial turnover shall be given a simple weightage of 5% per year to bring them at current price level, while evaluating the qualification requirement of the bidder. Such weightage shall be considered from the end date of financial year. Updating will be considered for full or part of the year (total no. of days / 365)

i.e. considering 365 days in a year, till the last day of month previous to one in which bid has been invited.

b). In case of JV, the turnover of the individual partner of the JV shall be added together for each financial year and is to be furnished as the financial turnover of the bidder(JV) for the relevant financial year.

**Data to be furnished by Bidder on-line :**

1. Financial Turnover for the last three years (last three years may be considered as stated above).
2. Name of the Chartered Accountant issuing Certificate.
3. Membership number of the Chartered Accountant.

**Technical evaluation by the System :**

- a. The system shall have to calculate 30 % of the estimated value as the required average turnover of the

bidder.

b. The system shall update each financial turnover of last 3 years furnished by the bidder. Updation shall be calculated from the end date of financial year. Updating will be considered for full or part of the year (total no. of days / 365) i.e. considering 365 days in a year, till the last day of month previous to one in which bid has been invited. Average financial turnover shall be calculated thereafter.

c. The average shall be compared with the minimum requirement to ascertain the eligibility status of the bidder.

d. 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 (self certified and attested by Notary Public) to be uploaded by bidders (CONFIRMATORY DOCUMENT):**

a. Turnover certificate, issued by a Practicing Chartered Accountant having membership with Institute of Chartered Accountants of India, containing the information as furnished by bidder on-line or audited balance sheet for relevant years.

**20.3** The Net Worth of the bidder based on latest audited annual accounts as on 31<sup>st</sup> March.....(e.g. for tenders floated in the financial year 2014-15, this will be .....as on 31<sup>st</sup> March 2013) shall not be negative. The Net Worth shall be equal to: - Aggregate of the Capital + Free Reserve ± Accumulated Profit/Losses. Offer of the bidder showing Negative Net Worth will be rejected (Net Worth provision applicable for tendered works with estimated cost above 100 lakhs).

The qualifying criteria parameter e.g. net worth of the individual partners of the J.V. will be added together, for the relevant financial year, and the total should not be negative.

The intending bidder must submit documentary evidence in support of above in the form of certificate from Chartered Accountant based on latest audited Balance Sheet.

**Data to be furnished by Bidder on-line :**

Confirmation in the form of YES/NO regarding availability of not having negative net worth.

**Technical evaluation by the System :**

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

**Scanned copy of documents (Self certified and notarized) to be uploaded by bidder (CONFIRMATORY DOCUMENT):**

Certificate, issued by a Practicing Chartered Accountant having membership with Institute of Chartered Accountants of India, containing the information on Net worth based on latest Audited Annual Account.

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

In case JV, all the partner should possess PAN.

**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 (Self certified and notarized) to be uploaded by bidder (CONFIRMATORY DOCUMENT):**

PAN Card of the bidder.

In case of JV, PAN Card of all partners.

**Scanned copy of documents (Self certified and notarized) to be uploaded by bidder (CONFIRMATORY DOCUMENT):****20.5 Certificate of registration with VAT/Sales Tax.- (Not Applicable For Only Service Oriented Works.)**

The bidder should possess a certificate of registration issued by VAT/Sales Tax department of any Indian state/UT.

In case JV, all the partner should possess above related documents.

**Data to be furnished by Bidder on-line:**

Confirmation in the form of YES/NO regarding possessing of certificate of registration.

**Technical evaluation by the System:**

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

**Scanned copy of documents (Self certified and notarized) to be uploaded by bidder (CONFIRMATORY DOCUMENT):**

Certificate of registration issued by VAT/Sales Tax authority.

In case JV, all the partner should submit relevant documents.

**20.6 Certificate of registration with Service tax department (PAN based):**

Service Tax Registration certificate(not applicable for small service provider). However, a declaration issued by Practicing Chartered Accountant is to be enclosed certifying that the bidder is a small service provider and exempted from service tax registration.

In case JV, all the partner should possess above related documents.

**Data to be furnished by Bidder on-line:**

Confirmation in the form of YES/NO regarding possessing of certificate of registration or Certificate from Chartered Account certifying that the bidder is a small service provider.

**Technical evaluation by the System:**

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

**Scanned copy of documents (Self certified and notarized) to be uploaded by bidder (CONFIRMATORY DOCUMENT):**

Certificate of registration issued by Service tax authority or Certificate from Chartered Account certifying that the bidder is a small service provider.

In case JV, all the partner should submit relevant documents.

**21. General Essential Requirements for Works:**

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. To upload online the scanned copy of documents (Self certified and notarized), as specified in the NIT for evaluation by Tender Committee as per the checklist given in the NIT.

**Data to be furnished by Bidder on-line:**

- i. Confirmation in the form of **Agree/Disagree** for accepting user portal agreement.
- ii. To upload confirmatory documents.

**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) above.

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

**Scanned copy of documents (self certified and notarized) to be uploaded by bidder(s) (CONFIRMATORY DOCUMENTS):**

To be taken as per Checklist

**22. CHECK LIST OF DOCUMENTS TO BE UPLOADED BY THE BIDDERS**

For Works:-

Sl No	Submission Documents	Information to be furnished by bidder on line	Scanned copy of documents ( self certified ) to be uploaded by bidder in support of information/ declaration furnished

			online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)
1	Earnest Money	<ol style="list-style-type: none"> <li>1. Demand draft/Banker's cheque /Bank Guarantee No.</li> <li>2. Date of issue</li> <li>3. Name of issuing bank</li> <li>4. Amount</li> <li>5. Valid upto OR Online UTR number</li> </ol>	<p>Copy of Demand draft/ Banker's cheque /BG</p> <p>Note: in case of offline submission, the original demand draft/Banker's cheque/BG shall be received in the office of tender inviting authority up to the period as specified in NIT.</p>
2	<p>THE WORK EXPERIENCE :</p> <p>The Intending bidder must have in its name or proportionate share as a member of Joint Venture experience of having successfully <b>completed similar</b> works, as a prime contractor, during last 7(seven) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) should be any of the following :-</p> <p>Three similar <b>completed works</b> each costing not less than the amount equal to 40% of the estimated cost put to tender.</p> <p style="text-align: center;">Or</p> <p>Two similar <b>completed works</b> each costing not less than the amount equal to 50% of the estimated cost put to tender.</p> <p style="text-align: center;">Or</p> <p>One similar <b>completed work</b> costing not less than the amount equal to 80% of the estimated cost put to tender.</p> <p>Similar nature of work shall include .....</p>	<ol style="list-style-type: none"> <li>i. Work Order/Agreement Number of each experience of similar nature</li> <li>ii. Name &amp; address of Employer/Work Order Issuing authority of each experience</li> <li>iii. Start date &amp; end date of each qualifying experience (similar nature)</li> <li>iv. Completed Value of work within the start date and end date for the work order referred in i above for each experience (in case of JV, the executed value of partners be given separately).</li> <li>v. Percentage (%) share of each experience (100% in case of an Individual/proprietorship firm or a partnership firm or an entity registered as company under the Companies Act, 1956 and the actual % of share in case of a Joint Venture).</li> </ol>	<ol style="list-style-type: none"> <li>1.Satisfactory Work Completion Certificate including value and period issued by the employer against the Experience of similar work containing all the information as sought on-line</li> <li>2.Copy of work order</li> <li>Copy of TDS Certificate or Bill of Quantity(only when clarification is sought).</li> <li>3. In case of Sub-contractor, Suitable document as per provision of experience.</li> <li>In case of JV, experience certificate of all/relevant partners.</li> </ol>

<p>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 .</p> <p>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.</p> <p>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</p>		
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	<p>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.</p> <p>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.</p>		
3	<p><b>FINANCIAL TURNOVER</b></p> <p>Average annual financial turnover during the last 3(three) years, ending 31<sup>st</sup> March of .....(previous) financial year should be at least 30% of the estimated cost put to tender.</p> <p>The intending bidder must submit documentary evidence in support of above in the form of certificate from Chartered Accountant or audited balance sheet or suitable acceptable documents.</p> <p>If the audited balance sheet for the immediately preceding year</p>	<ol style="list-style-type: none"> <li>1. Financial Turnover for the last three years (last three years may be considered as stated at column 2).</li> <li>2. Value of Net worth based on latest Audited Annual Account. (Net worth shall be calculated in the manner stated at Column 2).</li> <li>3. Name of the Chartered Accountant issuing Certificate.</li> <li>4. Membership number of the Chartered Accountant.</li> </ol> <p><b>Note:</b> In case of JV,</p>	<p>a. Turnover certificate, issued by a Practicing Chartered Accountant having membership with Institute of Chartered Accountants of India, containing the information as furnished by bidder on- line.</p> <p><b>Note:</b> In case of JV, turnover certificate of all the partners be given.</p>

	<p>is not available in case of tender e-published before 30<sup>th</sup> September, audited balance sheet/ profit and loss statement and other financial statement of the three financial years immediately preceding the previous financial year may be adopted for evaluating the credentials of the bidder.</p> <p>Note:</p> <p>a) Financial turnover shall be given a simple weightage of 5% per year to bring them at current price level, while evaluating the qualification requirement of the bidder. Such weightage shall be considered from the end date of financial year. Updating will be considered for full or part of the year (total no. of days / 365) i.e. considering 365 days in a year, till the last day of month previous to one in which bid has been invited.</p> <p>b). In case of JV, the turnover of the individual partner of the JV shall be added together for each financial year and is to be furnished as the financial turnover of the bidder(JV) for the relevant financial year.</p>	turnover data of all the partners be given.	
4	<p>The Net Worth of the bidder based on latest audited annual accounts as on 31<sup>st</sup> March..... (e.g. for tenders floated in the financial year 2014-15, this will be .....as on 31<sup>st</sup> March 2013) shall not be negative.</p> <p>The Net Worth shall be equal to: - Aggregate of the Capital + Free Reserve ±</p>	Confirmation in the form of YES/NO regarding availability of not having negative net worth.	Certificate, issued by a Practicing Chartered Accountant having membership with Institute of Chartered Accountants of India, containing the information on Net worth based on latest Audited Annual Account.



	<p>Accumulated Profit/Losses. Offer of the bidder showing Negative Net Worth will be rejected (Net Worth provision applicable for tendered Works with estimated cost above 100 lakhs).</p> <p>In case of JV, the qualifying criteria parameter e.g. net worth of the individual partners of the J.V. will be added together, for the relevant financial year, and the total should not be negative.</p>		
5	<p>Bidders details containing:</p> <ol style="list-style-type: none"> <li>1. Legal status of Bidder</li> <li>2. Place of registration (If applicable)</li> <li>3. Principal place of Business</li> </ol>	Confirmation in the form of Yes/NO for possessing the supporting documents	<p><u>Any one of the following document :</u></p> <ol style="list-style-type: none"> <li>1. Affidavit or any other document to prove proprietorship/Individual status of the bidder and details as at column 2.</li> <li>2. Partnership deed containing name of partners and details as at column 2.</li> <li>3. Memorandum &amp; Article of Association with certificate of incorporation containing name of bidder and details as at column 2.</li> </ol> <p>1. In case of JV:</p> <ol style="list-style-type: none"> <li>a. Details of all partners as at 1/2/3(as applicable) above</li> <li>b. JV agreement as per NIT Performa</li> </ol>
6	<p>Valid Permanent Account Number (PAN). Note: In case JV, all the partner should posses PAN.</p>	Confirmation in the form of Yes/NO for possessing the supporting documents(PAN).	<p>PAN card issued by Income Tax department, Govt. of India.</p> <p>In case of JV, PAN Card of all partners or PAN Card of JV</p>

7	<p><b>Certificate of registration with VAT/Sales Tax, (Not Applicable For Only Service Oriented Works):</b></p> <p>The bidder should possess a certificate of registration issued by VAT/Sales Tax department of any Indian state/UT.</p> <p>In case JV, all the partner should possess above related documents.</p>	<p>Confirmation in the form of YES/NO regarding possession of certificate of registration.</p>	<p>Certificate of registration issued by VAT/Sales Tax authority of any Indian state/UT.</p> <p>In case JV, all the partner should submit relevant documents.</p>
8	<p><b>Certificate of registration with Service tax department (PAN based):</b></p> <p>Service Tax Registration certificate (not applicable for small service provider). However, a declaration issued by Practicing Chartered Accountant is to be enclosed certifying that the bidder is a small service provider and exempted from service tax registration.</p> <p>In case JV, all the partner should possess above related documents.</p>	<p>Confirmation in the form of YES/NO regarding possession of certificate of registration or Certificate from Chartered Account certifying that the bidder is a small service provider.</p>	<p>Certificate of registration issued by Service tax authority or Certificate from Chartered Account certifying that the bidder is a small service provider.</p> <p>In case JV, all the partner should submit relevant documents.</p>
9	<p>Contractor's Bid and Acceptance of Bid Conditions</p>	<p>Confirmation in form of Yes/No</p>	<p>Copy of contractor's Bid as per Performa on bidder's letter head. In case of JV, the above document is to be signed by all partners.</p>
10	<p>Mandate Form for Electronic Fund Transfer</p>	<p>Confirmation in form of Yes/No</p>	<p>Copy of Mandate form duly filled in as per Performa</p>
11	<p>Valid Digital Signature Certificate</p>	<p>Confirmation in the form of Yes/NO for possessing the supporting documents</p>	<p>If the bidder himself is the DSC holder bidding on-line then scanned copy of self declaration of bidder to this effect.</p> <p>However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney</p>

			or any sort of legally acceptable document for the authority to bid on behalf of the bidder
12	Integrity Pact (If applicable) shall be as circulated by CIL.	Confirmation in the form of YES/NO regarding submission of information	Format given in NIT to be filled and uploaded  In case of JV, Integrity Pact shall be signed by all the partners of JV.
13	A scanned copy of undertaking on bidders letters head, regarding genuineness of the information and other commitments shall be furnished by the bidder on-line as per the format given in Annexure.		
<b>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.</b>			

**e-TENDER NOTICE**  
**(Specimen draft subject to improvement)**

NIT No: .....

Dated: .....

1. Digitally signed and encrypted e-Tenders are invited under Two Part system on the website.....from the reputed and experienced contractors for the following work:

Description of work	Location	Estimated Value (₹.)	Earnest Money (₹.)	Period of Completion (in Days)
			1% of value of the estimated cost rounded off to next hundred rupees subject to a Maximum of Rs. 100 lakhs.	

Note: The bid documents will be available on the website(s)..... and can be downloaded by the bidder up to the bid submission end date. There is no Application Fee.

**2. Time Schedule of Tender**

SL No	Particulars	Date	Time
1	Tender e-Publication date	<u>As given online</u>  (Note : These dates are to be given only in online mode while tender creation)	
2	Document download start date		
3	Document download end date		
4	Bid Submission start date		
5	Bid submission end date		
6	Start date for seeking Clarification on-line		
7	Last date for seeking Clarification on-line		
8	Date of Pre-bid Meeting		
9	Last date of receipt of EMD in case of offline payment through DD/BC/BPO/ BG (as applicable) at the office of .....		
10	Part-I Bid Opening date		

Note: It is suggested that last date and time of submission of online bid and offline documents may be kept same.

**3. Deposit of EMD:**

**3.1** Earnest Money can be deposited online on e-Procurement portal of CIL/Subsidiary by any of the following modes:

(a) Online fund transfer from.....

(b) NEFT/RTGS from any Scheduled Bank.

(EMD through NEFT/RTGS has to be paid strictly as per the challan generated by the respective bidder on e-Procurement portal of CIL/Subsidiary. The EMD payment through NEFT/RTGS mode should be made well before the last date and time of bid submission to ensure that the EMD amount is received in the CIL/Subsidiary account before bid submission).

**3.2** In case of online payment of EMD, the Bid can only be submitted when the EMD is received in the CIL/

Subsidiary Account.

- 3.3** In case of online payment of EMD, if the payment is made by the bidder within the last date & time of bid submission but not received in the CIL/Subsidiary Account within the specified period due to any reason then the bid will not be accepted. However, the EMD will be refunded back to the bidder.
- 3.4** Alternatively, bidders can also deposit EMD in the form of Demand draft (DD)/Banker's Cheque (BC)/ Banker's Pay order (BPO)/irrevocable Bank Guarantee (BG) from any Scheduled Bank, in the format given in the Bid document. Bank guarantee issued by outstation bank branch shall be operative at their local branch at ..... Or at branch at..... The validity of such BG should be minimum up to.....  
**(EMD in the form of BG shall be acceptable only when for Earnest Money exceeds Rs. 2.00 lakhs)**

NOTE:- DD/BC/BPO shall be in favour of ..... Coalfields Ltd. from any Scheduled Bank payable at its branch at .....

- 3.5** In case of Offline submission of EMD through / DD/BC/BPO/BG, the bidder has to furnish the DD/BC/BPO/ BG Number, date of issue, expiry date, amount and name of issuing bank, while submitting the tender online and also scanned copy of DD/BC/BPO/BG. The Bidder has to deposit the original DD/BC/BPO/ BG against EMD in person or by postal means, which must be received in the office of the tender inviting authority within the date as specified online. The company shall not be responsible for any postal delay in receipt of EMD. In case the EMD is not received within the aforesaid period, the bid will be out rightly rejected.
- 3.6** In case of discrepancy between the on-line submitted information regarding the instrument for EMD and the original instrument being submitted by the Bidders, the latter shall prevail if the instrument is valid on the date of submission of the bid by the Bidder and if it does not Change the eligibility status of the Bidder.  
**The bidders should submit MANDATE FORM for e-Payment along with EMD as per the format given in the bid document.**

**4. Pre-bid Meeting:** The pre-bid meeting shall be held in the office of Tender Inviting Authority on the scheduled date & time, if specified online.

Non-attendance of pre-bid meeting will not be a cause for disqualification of the bidder and it shall be presumed that the bidder does not require any clarification. The purpose of the pre-bid meeting will be to clarify issues.

**5.** The bidders have to accept the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and Bid document, undertakings and the e-Tendering system through.....(e-tender website address) in order to become an eligible bidder. This will be a part of the agreement.

## **6. Eligibility Criteria:-**

### **A. Work Experience:**

The Intending bidder must have in its name or proportionate share as a member of Joint Venture experience of having successfully **completed similar** works, as a prime contractor, during last 7(seven) years ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) should be any of the following :-

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

Or

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

Or

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

Similar nature of work shall include .....

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.

The intending tenderer must submit documentary evidence in support of above in the form of (i) certified copy of work order, (ii) completion certificate indicating value and period of work (iii) In case of sub contractor suitable document as per provision of eligibility- if applicable.

The TDS certificate /Bill of Quantity be submitted during clarification, if any.

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 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 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 40% of the estimated cost put to tender.

However, during fulfillment of any of the above criteria one of the partners, who is the lead partner, 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:

- i. Work Order/Agreement Number of each experience of similar nature
- ii. Name & address of Employer/Work Order Issuing authority of each experience
- iii. Start date & end date of each qualifying experience (similar nature)
- iv. Completed Value of work within the start date and end date for the work order referred in i above for each experience (in case of JV, the executed value of partners be given separately).
- v. Percentage (%) share of each experience (100% in case of an Individual/proprietorship firm or a partnership firm or an entity registered as company under the Companies Act, 1956 and the actual % of share in case of a Joint Venture).
- vi. Suitable document in case of sub-contractor- if applicable.
- vii. Scanned copy of documents as explained as clause 7 related to work experience.

**Note: In case the bidder is a joint venture, the above information in respect of each individual partner of JV may be furnished and the eligibility experience of JV will be assessed as per pre-defined logic elaborated above.**

In case the bidder is a Joint Venture, the work experience of any or all of the individual partners of JV may be furnished to evaluate the work experience of the bidder. In case of JV, if work experience of all the partners are not submitted the system will not disqualify the JV and instead shall consider assuming a value of zero for partner/partners who has/have not submitted the experience value and certificate

## **B. Financial Turnover**

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

The intending bidder must submit documentary evidence in support of above in the form of certificate from Chartered Accountant or audited balance sheet or suitable acceptable documents.

If the audited balance sheet for the immediately preceding year is not available in case of tender e-published before 30<sup>th</sup> September, audited balance sheet/ profit and loss statement and other financial statement of the three financial years immediately preceding the previous financial year may be adopted for evaluating the credentials of the bidder.

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.

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

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

#### **on-line:**

1. Financial Turnover for the last three years (last three years may be considered as stated above).
2. Name of the Chartered Accountant issuing Certificate.
3. Membership number of the Chartered Accountant.
4. Scanned Copy of document as explained at cl.7 related to financial turnover.

**Note:** In case of JV, the turnover of the individual partner of the JV shall be added together for each financial year and is to be treated as the financial turnover of the bidder(JV) for the relevant financial year.

In case of JV, if financial turnover of all the partners is not submitted the system will not disqualify the JV and instead shall consider assuming a value of zero for partner/partners who has/have not submitted



the financial turnover certificate.

If the bidder does not submit turnover value and certificate for any year out of the three years, system will not disqualify him and instead shall consider all three years for computing the average by assuming a value of "zero" for the year(s) for which no information is given by the bidder.

### **C. Net worth:**

The Net Worth of the bidder based on latest audited annual accounts as on 31<sup>st</sup> March.....(e.g. for tenders floated in the financial year 2014-15, this will be .....as on 31<sup>st</sup> March 2013) shall not be negative.

The Net Worth shall be equal to: - Aggregate of the Capital + Free Reserve ± Accumulated Profit/Losses.

Offer of the bidder showing Negative Net Worth will be rejected (Net Worth provision applicable for tendered works with estimated cost above 100 lakhs).

The qualifying criteria parameter e.g. net worth of the individual partners of the J.V. will be added together, for the relevant financial year, and the total should not be negative.

The intending bidder must submit documentary evidence in support of above in the form of certificate from Chartered Accountant based on latest audited Balance Sheet.

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

#### **on-line:**

Confirmation in the form of YES/NO regarding availability of not having negative net worth.

Scanned Copy of document as explained at cl.7 related to Net worth.

In case of JV, Net worth certificate of all the partners be submitted otherwise the system will disqualify the JV.

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

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

Confirmation in the form of YES/NO regarding possessing PAN

Scanned copy of PAN

In case JV, all the partner or JV itself, should submit PAN.

### **E. Certificate of registration with VAT/Sales Tax authority (not applicable for only service oriented works):**

The bidder should possess a certificate of registration issued by VAT/Sale Tax authority of any Indian State/UT.

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

Confirmation in the form of YES/NO regarding possessing of certificate of registration Scanned copy of document related Certificate of Registration issued by VAT/Sale Tax authority of any Indian state/UT, as explained at clause 7.

In case of JV all partners shall submit certificate of registration issued by VAT/Sale Tax authority.

**F. Certificate of registration with Service tax department (PAN based) .**

The bidder should possess a certificate of registration issued by Service Tax department.

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

Confirmation in the form of YES/NO regarding possessing of certificate of registration Scanned copy of document related Certificate of Registration issued by service tax department, as applicable, as explained at clause 7.

In case of JV all partners shall submit certificate of registration issued by service tax department.

7. 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.

The scanned copy of following documents be submitted by the bidder on-line while submitting bid under Cover-I(Part-I).

Sl No	Submission of Documents related to Eligibility Criteria	Scanned copy of documents (self certified) to be uploaded by bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)
1	Contractor's Bid and Acceptance of Bid Conditions	Copy of Contractor's Bid and Acceptance of Bid Conditions as per Performa on bidders letter head. In case of JV, the above document is to be signed by all partners
2	Earnest Money	Copy of DD/BC/BPO/BG(in case of offline payment only)
3	Work Experience	a. Satisfactory Work Completion Certificate including value and period issued by the employer against the Experience of similar work containing all the information as sought on-line b. Copy of work order Copy of TDS Certificate/ Bill of Quantity (only when clarification is sought) c) In case of sub-contractor, suitable document as per provision of bid In case of JV, above documents of partner(s)
4.	Financial Turnover	a. Turnover certificate, issued by a Practicing Chartered Accountant having membership with Institute of Chartered Accountants of India, containing the information as furnished by bidder on- line or audited balance sheet.  In case of JV, turnover Certificate of each partner be given.
5	Net Worth	b. Certificate, issued by a Practicing Chartered Accountant having membership with Institute of Chartered Accountants of India, containing the information on Net worth based on latest Audited

		Annual Account (applicable for civil works with estimated cost above Rs.100 lakhs. In case of JV, Net Worth Certificate of each partner be given
6	Integrity pact (If applicable)- for works above Rs.200 lakhs, or value as decided by subsidiary.	Duly signed and witnessed integrity pact as per Performa of bid document. In case of JV, undertaking shall be signed by all the partners.
7	Authorization for Digital Signature Certificate	a) If the bidder himself is the DSC holder bidding on-line then self declaration of the bidder to this effect. OR b) if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for authorization to submit bid on behalf of the bidder.
8	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. <b>Undertaking is about the genuineness of information furnished online, authenticity of scanned copy of documents uploaded and about other commitments.</b> In case of JV, undertaking shall be signed by all the partners.
9	Mandate Form for Electronic Fund Transfer	Copy of Mandate form duly filled in as per Performa
10	Any other document to support the qualification information as submitted by the bidder online	
<b>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.</b>		

**Cover-I - Other Important Documents (OID) :**

Sl No	Submission Documents related to Eligibility Criteria	Scanned copy of documents (self certified) to be uploaded by bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)
1	Legal Status of the bidder	<u>Any one of the following document :</u> 1. Affidavit or any other document to prove proprietorship/ <b>Individual status of the bidder.</b> 2. Partnership deed containing name of partners 3. Memorandum & Article of Association with certificate of incorporation containing name of bidder 4. In case of JV: a. Details of all partners as at 1/2/3 (as applicable)above b. JV agreement as per NIT Performa
2	Valid Permanent Account Number (PAN)	Copy of PAN card issued by Income Tax department, Govt. of India. In case of JV, Copy of PAN Card of all partners.

3	Certificate of registration with VAT/Sales Tax of any Indian state/UT - not applicable for only service oriented works.	Certificate of registration issued by VAT/Sales Tax authority of any Indian state/UT. In case JV, all the partner should submit relevant documents.
4	Certificate of registration with Service tax department (PAN based)	Certificate of registration issued by Service tax authority or Certificate from Chartered Account certifying that the bidder is a small service provider. In case JV, all the partner should submit relevant documents.

### **8.Submission of Bid:**

All the bids are to be submitted online and on the website..... No bid shall be accepted offline.

- 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 :
      - Contractors bid
      - Details of Earnest Money
      - Information on Eligibility/Qualifying criteria as detailed at 6 &7 including necessary scanned documents as elaborated there.
    - Part II/cover-II: Prices only in the Excel format as indicated in the Bid document.
- b. In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL/Subsidiary(<https://coalindiataenders.gov.in>) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person. The bidder is one whose name will appear as bidder in the e-Procurement Portal.
- c. **Contractor's Bid:** The format of Contractor's Bid (as per the format given in the NIT) will be downloaded by the bidder and will be printed/typed on his letter head. This document will be signed by the bidder or authorized person of the bidder or DSC holder bidding with authorization from bidder 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 "Contractor's 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 Contractor's Bid uploaded by bidder as compared to the format of Contractor's Bid uploaded by the department with NIT document, then the bid will be rejected.
- d. **Information on eligibility criteria**

All necessary information as detailed under at 6 & 7 above will be required to be uploaded in the links Cover-I.

- e. 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 Service Tax.

The excel sheet will compute the service tax (total service tax, component of service tax payable by the bidder and component service tax payable by deptt.) 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 service tax status from the following list given in the BOQ:-

- I). Small Service Provider and exempted for Service Tax Registration and/or payment of Service Tax (As per prevalent service tax act/guidelines based on turnover of taxable services on the last date of bid submission).
- II). A Body Corporate (Company registered under Companies ACT, 1956)
- III). Other than above two categories (Individual, proprietorship ,partnership and JV)

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

NOTE:- When L-1 bidder has been awarded the work on the basis of being a small service provider and is eligible for exemption from payment of service tax .(as per status chosen by the bidder), no service tax will be paid to them in the event of bidders total turnover of taxable services from all sources exceeding the threshold limit of exemption during the tenure of contract.

**9.** It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-tender portal. Under no circumstances, CIL/Subsidiary shall be liable to the bidders for any direct/indirect loss or damage incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

#### **10 Bid Opening:**

- i) After receipt of "EMD" as stated in clause 3 of NIT, the Part-I bid will be decrypted and opened on-line, on the scheduled date and after the pre-scheduled time by the Bid Openers with their Digital Signature Certificate (DSC). The bidder can view bid opening remotely on their personalized dash board under "Bid Opening (Live)" Link. Thereafter, the Part-I bid shall be evaluated by the system on-line based on the information furnished by bidders on-line in accordance with clauses 6 & 7 of NIT(Eligibility Criteria).This on-line evaluation will be validated by CIL/Subsidiary.
- ii) After evaluation of Part-I bid, all the bidders will get the information regarding their eligibility on website. Thereafter, a system generated e-mail confirmation will be sent to all successful bidders communicating the date and time of opening of Price-bid.

- iii) The Price-bid of the successful bidders (qualified in Part-I bid) will be decrypted and opened on-line, on the scheduled date and after the pre-scheduled time by the Bid Openers with their Digital Signature Certificate (DSC). The bidder can view bid opening remotely on their personalized dashboard under 'Bid Opening (Live)' Link. The bidders will get the information regarding the status of their financial bid and ranking of bidders on website.
- iv) If the number of bids received up to the bid submission end date are less than three, the bid Submission end date and also other relevant dates (excluding pre-bid meeting date) as per time Schedule of NIT ( Ref. Cl.2) shall be extended by 48 hours by issuing corrigendum.

In this extended period any new bidder can submit his tender online. However, the existing bidder(s) will be allowed to modify his/their submission as per provision of Clause 12.

If up to the extended end date of bid submission, the number of bids received online remains less than three, the extended bid Submission end date and also other relevant dates (excluding pre-bid meeting date) as per modified time Schedule of NIT shall be extended by further 5 days by issuing corrigendum.

In this extended period any new bidder can submit his tender online. However, the existing bidder(s) will be allowed to modify his/their submission as per provision of Clause 12.

If up to second extended end date of bid submission, the number of bids received online remains less than three, the bid(s) received shall be opened without any further extension.

**NOTE (not a part of notice):- Provision related to clause 10 iv) may be deleted in case of urgency as per provisions of MCEW.**

- 11. **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.
- 12. **Modification and Withdrawal of Bid:**  
Modification of the submitted bid shall be allowed on-line only before the deadline of submission of tender and the bidder may modify and resubmit the bid on-line as many times as he may wish. Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender. No withdrawal/modification is allowed after end date and time of bid submission.
- 13. 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.
- 14. This Tender Notice shall be deemed to be part of the Contract Agreement.
- 15. 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.
- 16. Any addendum/corrigendum/date extension etc in respect of this tender shall be issued on our website .....only. No separate notification shall be issued in the press. Bidders are therefore

requested to visit our website regularly to keep themselves updated.

**17. Integrity Pact: Applicable for estimated bid value above Rupees 200 lakhs.**

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:-

SI No	Name	Address
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**Tender Inviting Authority**

## INSTRUCTIONS TO BIDDERS

### 1. SCOPE OF BIDDER

1.1 The \_\_\_\_\_ (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 3.

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.6A 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.6B & 6 C 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



### INSTRUCTIONS TO BIDDERS

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 bank guarantee 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.

## INSTRUCTIONS TO BIDDERS

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/TIN etc 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.6&7 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

## INSTRUCTIONS TO BIDDERS

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.

Notes (be deleted from Bid document) :

- i) The qualification criteria shown at Cl. 6 & 7 of e-tender Notice are to be considered as a Standard for normal works.
- ii) For specialized works based on requirement the subsidiary may add/modify "Qualification Criteria" and "Other Provisions" with the approval of competent authority.
- iii) The documents to be furnished by the bidder to prove that he is satisfying the qualification criteria laid down should all be in the bidders name except in cases where though the name has changed, owners continued to remain the same and in cases of amalgamation of entities and when a holding company relies on credential of its wholly owned subsidiary.

### 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.

## **INSTRUCTIONS TO BIDDERS**

### **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, Contractors 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 excel format 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.

## INSTRUCTIONS TO BIDDERS

11.3 All duties, taxes (excluding Service Tax only) and other levies, octroi, royalty, building and construction workers cess (as applicable in States) payable by the 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. 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 in the Price bid.

The item wise rate quoted shall be exclusive of service tax (share of service provider). Service tax (share of service provider) will be paid extra, if payable. Payment of service tax (share of service provider) by the service availer (i.e. CIL/Subsidiary), to the service provider would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant service tax rules. Cenvat credit is to be availed by paying authority as per rule.

Payment/deposit of service tax (share of service provider) is the responsibility of the service provider.

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 15. 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 14 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

## INSTRUCTIONS TO BIDDERS

Notice and in the form as deliberated at Clause 3 of e-tender Notice. In case of extension of Bid validity on mutual consent, the validity of BG shall be suitably extended.

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 qualified for opening of Part-II Price Bid and those who have not emerged as L-1 Bidder after opening of price bid.

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

The bid security/EMD, (submitted in the form of Banker's cheque/Demand Draft/Electronic Fund Transfer) 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 ..... 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 contractors bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Contractor's 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 8 of e-tender notice.

## INSTRUCTIONS TO BIDDERS

### 17. MODIFICATION AND WITHDRAWAL OF BIDS

- 17.1 Modification and withdrawal of bid shall be guided by clause 12 of e-tender Notice.
- 17.2 No bid withdrawal/modifications shall be allowed after end date and time of Bid submission
- 17.3 Withdrawal of a Bid between the deadline for submission of Bids and the expiration of the period of Bid validity specified in the bid document or as extended pursuant to Sub-Clause 13.2 may result in the forfeiture of the earnest money pursuant to Clause 14.

### 18. BID OPENING

- 18.1 All bids are to be submitted on line only at the web-site .....
- 18.2 After receipt of Earnest Money (Online/off-line), Undertaking, Contractor's bid and other details as per provision of bid submission (cl.8 of e-tender notice) before scheduled submission, the Employer will open the bid in the manner as specified under cl.10 of e-tender notice.

### 19. CLARIFICATION OF BIDS

- 19.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at the Employer's discretion, ask any Bidder for online clarification of the Bidder's Bid(uploaded document). The request for clarification on bidder's bid shall be online for part-I.
- The bidder shall upload digitally signed scanned copy of required document/response within 10 (ten) days from date of issue of clarification notice. No further extension for submission shall be allowed.
- The bidder will get clarification notice on their personalized dash board under 'upload clarification document' link. Additionally information shall also be sent by system generated email and SMS, but it will be bidders responsibility to check the updated status/information on their personalized dash board at least once daily after opening of part-I. No separate communication will be required in this regard. Non receipt of email or SMS will not be accepted as reason for non-submission of clarification documents within prescribed time.
- Any clarification on price bid may be online/offline.
- Offline mode shall be allowed only in case of non availability of seeking online clarification in the system.
- 19.2 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 10 of e-tender notice. The bidder shall also comply with system requirement as at clause 9 of e-tender notice. Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and effect of service tax etc. as applicable. L1 will be decided based on cost to the company.
- 20.2 If the Bid of the successful Bidder 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.

## INSTRUCTIONS TO BIDDERS

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 labour analysed 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 labour analysed 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 analysed 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.



## INSTRUCTIONS TO BIDDERS

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 Specialised 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.

## INSTRUCTIONS TO BIDDERS

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 15.5 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)

### 26. **EMPLOYMENT OF LABOUR**

26.1 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.

26.2 The bidder shall comply with statutory requirements of various acts including CL(R&A) Act.

26.3 The bidder shall also follow other guidelines as incorporated at Clause 13 of GTC covered under additional

## INSTRUCTIONS TO BIDDERS

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.

### **27. LEGAL JURISDICTION**

27.1 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.

### **28. e-payment**

28.1 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.

### **29. Integrity Pact** (applicable for bids with estimated cost exceeding Rs. 2 Crores).

29.1 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.

### **30. Change in the Constitution of Contracting Agency.**

30.1 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.

### **31. Miscellaneous.**

31.1 The bidders should fill the bid document properly and carefully. They should avoid quoting absurd rates.

31.2 throughout the bidding documents, the terms 'bid' and tender and their derivatives are synonymous.

**PROFORMA FOR CONTRACTOR'S BID AND ACCEPTANCE OF BID CONDITIONS**

**(To be uploaded by the Bidder on his letter head during submission of bid online)**

To :

\_\_\_\_\_

\_\_\_\_\_

Sub : BID for the Work \_\_\_\_\_

**NIT No.:**.....**dated**.....

**Tender Id No:**.....

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, Scope of Work, technical specifications, BOQ and other documents carefully.

I /We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents in its entirety for the above work and agree to abide by and fulfill all terms and conditions and specifications as contained in the bid document.

I/we here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document.

I/We hereby confirm that this bid complies with the Bid validity, Bid security and other documents as required by the Bidding documents.

If any information furnished by me/us towards eligibility criteria of this bid is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against CIL/Subsidiary.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and .....coalfields ltd

Should this bid be accepted, we agree to furnish Performance Security within 28 days of issue of letter of acceptance and commence the work within 10 days of issue of letter of acceptance. In case of our failure to abide by the said provision .....Coalfields Ltd. shall, without prejudice to any other right or remedy, be at liberty to cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 12 months.

Yours faithfully,

Signature of Bidder  
In case of JV, signature of all partners

## UNDERTAKING

To be uploaded by the bidder on his letter head during submission of bid online.

I / We, ....., Proprietor/Partner/Legal Attorney/Director/ Accredited Representative of M/S. ...., solemnly declare that:

1. I/We am/are submitting Bid for the work.....against Bid Notice No. .... Dated..... and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.

2. Myself/Our Partners/Directors don't has/have any relative as employee of..... (Name of the Company)

3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.

4. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.

5. I/ We hereby authorize department to seek references / clarifications from our Bankers.

6. \*I/We have submitted particulars of existing Sales Tax / VAT registration. We also undertake that Certificate of Registration with appropriate Sales Tax / VAT Authority where the work will be executed shall be arranged before any payment is made to us.

7. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.

8. \*I/We hereby confirm that we have registration with CMPF / EPF Authorities. We shall make necessary payments as required under law.

Or

\*I/We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF / EPF authorities, if applicable. We shall make necessary payments as required under law.

\* Delete whichever is not applicable.

9. \*\* I/We have not been banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs.

(In case of JV, all partners are covered)

Or

\*\*I / We .....have been banned by the organization named “\_\_\_\_\_” for a period of..... year/s, effective from ..... to.....

[ in case of JV, name(s) of the JV Partner(s) ]

\*\* Delete whichever is not applicable.

10. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/ delisting of our firm and all partners of the firm etc.

**Signature of the Bidder**  
**In case of JV signature of all partners of JV**

**Dated.....**