

| | | |
|--|--|---|
| सेंट्रल कोलफील्ड्स लिमिटेड (कोल इंडिया की अनुषांगी, एक मिनी रत्न कम्पनी) दरभंगा हाउस, राँची-834029 संविदा प्रबंधन प्रकोष्ठ (सी.एम.सी.) फोन: 0651-2360219, फैक्स: 0651-2361120 ई-मेल: gmmc.ccl@coalindia.in वेबसाइट: http://www.centralcoalfields.in |   | CENTRAL COALFIELDS LIMITED (A Miniratna Subsidiary Company of Coal India Limited) Darbhanga House, Ranchi 834 029, Contract Management Cell (CMC) Ph: 0651-2360219, Fax: 0651-2361120 Email : gmmc.ccl@coalindia.in Website http://www.centralcoalfields.in |
|--|--|---|

e-TENDER NOTICE

NIT No.: CCL/GM (CMC)/FA/2019/39

Dated: 29.11.2019

1. Digitally signed and encrypted e-Tenders are invited on-line on the website <https://coalindiatenders.nic.in> from the eligible Bidders having **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, for the following work:

| Description of work | Estimated Value (Rs.) (Excluding GST) | Earnest Money (Rs.) | Period of Completion (in Months) |
|--|---|--|--|
| Financial Appraisal of 06(six) no. of projects { 1)Piparwar Ashoka OCP(14MTY), 2)Pundi OCP(5MTY), 3)Jharkhand OCP(1MTY), 4) Urimari OCP(4MTY),5) Rohini Karkatta OCP (10MTY) & 6) Religara OCP (2MTY) (to be updated ,if required)} by Financial Institutions or reputed professional organization having expertise in the area. | 2,40,000.00 (Rs.40,000.00 X6) (Rupees Two lakh forty thousand only) | 3,000.00 (Rupees Three Thousand only) | 6 months |

Note: The bid documents will be available on the website(s) www.centralcoalfields.in, & CPP Portal eprocure.gov.in and can be downloaded by the bidder up to the bid submission end date. There is no Application Fee.

Central Coalfields Limited intends to appoint financial institution/ reputed professional organization for financial appraisal of 06(six) no. of projects { 1)Piparwar Ashoka OCP(14MTY), 2)Pundi OCP(5MTY), 3)Jharkhand OCP(1MTY), 4) Urimari OCP(4MTY),5) Rohini Karkatta OCP (10MTY) & 6) Religara OCP (2MTY) (to be updated ,if required)}, prepared by Central Mine Planning & Design Institute Ltd. (CMPDIL), a subsidiary Company of Coal India Ltd.

- I. Central Coalfields Limited (A Mini Ratna Company) is a subsidiary Company of Coal India Limited having its Headquarters at Ranchi in Jharkhand. Its coal mines are situated in the state of Jharkhand.
- II. Regional Institute - III of Central Mine Planning & Design Institute Limited, (CMPDIL) Ranchi, a subsidiary of Coal India Limited prepares Detailed Project Report for Central Coalfields Limited.

The Project Report consists of (1) Technical Parameters and (2) Financial Parameters. Technical parameters deal with Coal Reserves, Mine Target, Life of Project, Method of Mining, Safety Measures, Coal Transport, and other related issues.

Financial Parameters deal with Capital required for Land, Plant & Machinery, Heavy Earth Moving Machines, Civil Construction, Mine Development Expenditure, Sales Realisation, related financial analysis, etc.

Scope of Work:

The scope of work involves Financial Appraisal of Project Report (PR/RPR/EPR) prepared by CMPDIL, which will include: -

- (1) Financial appraisal of the Project Report.
- (2) Financial Model to assess the financial viability
- (3) Sensitivity Analysis
- (4) Project Risk with mitigation mechanism
- (5) Presentation and Submission of draft and final Financial Appraisal Report

Brief Head-wise description is given below:-

(i) Financial appraisal of the Project Report

Financial appraisal would involve evaluation of the Project by alternative option by way of review and scrutiny of the Detailed Project Report to ensure its financial viability.

(ii) Financial Modeling, Factors affecting Project Financial Viability & Resource Requirement:

A detailed computer generated Financial Model would be developed to represent the base case. The factors affecting Financial Viability of project should clearly be spelt out and elaborated. The Appraiser will also formulate the expenditure projection, revenue generation, etc. considering likely realization and estimated outlay of the project under review.

(iii) Sensitivity Analysis:

A full sensitivity analysis will be performed to assess the sensitivity of the base case projections to any macro - economic and operating variables.

(iv) Project Risk with mitigation mechanism:

Risk Analysis would involve identification of various risks associated with the Project and suggest steps to be taken for mitigation of risks.

(v) Presentation and Submission of Financial Appraisal Report

The firm will submit 3 copies of the Financial Appraisal Report for each project after completion of the work.

There after the firm will be required to make presentation of Financial Appraisal Report before the Empowered Sub Committee of CCL Board/CCL Board. For Projects valued more than Rs. 500 crore, presentation of Financial Appraisal Report will also be required before the CIL Board / Empowered Sub Committee of CIL Board, as per instruction of CCL.

If required suitable modification as per the directive of the authority where the report is presented, should be done by the tenderer, and the modified Financial Appraisal Report to be submitted by the tenderer to the company incorporating the modifications.

2.Time Schedule of Tender

| SL. No. | Particulars | Date | Time |
|----------------|--|-------------|-------------|
| 1 | Tender e-Publication date | 29.11.2019 | 18.00Hours |
| 2 | Document download start date | 30.11.2019 | 10.00Hours |
| 3 | Document download end date | 16.12.2019 | 17.00 Hours |
| 4 | Bid submission start date | 30.11.2019 | 10.00Hours |
| 5 | Bid submission end date | 16.12.2019 | 17.00Hours |
| 6 | Start date for seeking clarification on-line | 30.11.2019 | 10.00Hours |
| 7 | Last date for seeking clarification on-line | 09.12.2019 | 17.00Hours |
| 8 | Date of opening of tender [Cover I (Technical bid) & Cover II (Price bid)] | 18.12.2019 | 11.00Hours |

- i. Reverse Auction in Tender(s) is applicable for estimated cost of work equal to or more than Rs. 1.00 Crore.
- ii. Entities having been debarred from participating in tenders of CCL/all subsidiaries of CIL are not eligible to participate in this NIT if end date of bid submission, including extensions thereof falls within the period of their debarring. **In case it is found that such debarred entity has already participated in a tender, which is yet to be awarded, the same shall not be considered and be rejected forthwith.**
- iii. **Joint Venture shall be allowed for participation in the bid with estimated cost above Rs. 2.0 Crores.**

General Manager (CMC)
CCL, Ranchi

Distribution: -

1. Director (Tech)- OP CCL Ranchi
2. Director (Tech) -P&P, CCL Ranchi
3. CVO, CCL Ranchi
4. TS To CMD, CCL Ranchi
5. GM (P&P), CCL Ranchi
6. Chief Manger (Fin.-P&P) CCL Ranchi
7. CGM/GM CCL: Concerned Area(s).
8. GM (Sales), CCL, Coal Bhawan, I & II Floor, Annex Building, 10 N S Road, Kolkata-700001.
9. GM (System), CCL Ranchi.
10. FM (Cash)/Chief Cashier, CCL Hqtr, Ranchi
11. PRO, CCL- to publish salient details of NIT as per guideline.
12. Notice Board.

| | | |
|---|--|---|
| <p>सेंट्रल कोलफील्ड्स लिमिटेड (कोल इंडिया की अनुषांगी, एक मिनी रत्न कम्पनी) दरभंगा हाउस, राँची-834029 संविदा प्रबंधन प्रकोष्ठ (सी.एम.सी). फोन: 0651-2360219, फैक्स: 0651-2361120 ई-मेल: gmcmlc.ccl@coalindia.in वेबसाइट: http://www.centralcoalfields.in</p> |   | <p>CENTRAL COALFIELDS LIMITED (A Miniratna Subsidiary Company of Coal India Limited) Darbhanga House, Ranchi 834 029, Contract Management Cell (CMC) Ph: 0651-2360219, Fax: 0651-2361120 Email : gmcmlc.ccl@coalindia.in Website http://www.centralcoalfields.in</p> |
|---|--|---|

e-TENDER NOTICE

NIT No.: CCL/GM (CMC)/FA/2019/39

Dated 29.11.2019

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

| Description of work | Estimated Value (Rs.) Excluding GST | Earnest Money (Rs.) | Period of Completion (in Months) |
|--|---|--|----------------------------------|
| Financial Appraisal of 06(six) no. of projects { 1)Piparwar Ashoka OCP(14MTY), 2)Pundi OCP(5MTY), 3)Jharkhand OCP(1MTY), 4) Urimari OCP(4MTY),5) Rohini Karkatta OCP (10MTY) & 6) Religara OCP (2MTY) (to be updated ,if required)} by Financial Institutions or reputed professional organization having expertise in the area. | 2,40,000.00 (Rs.40,000.00 X6) Rupees Two lakh forty thousand only) | 3,000.00 (Rupees Three Thousand only) | 6 Months |

Note: The bid documents will be available on the website(s) www.centralcoalfields.in, & CPP Portal eprocure.gov.in and can be downloaded by the bidder up to the bid submission end date. There is no Application Fee.

Central Coalfields Limited intends to appoint financial institution/ reputed professional organization for financial appraisal of 06(six) no. of projects { 1)Piparwar Ashoka OCP(14MTY), 2)Pundi OCP(5MTY), 3)Jharkhand OCP(1MTY), 4) Urimari OCP(4MTY),5) Rohini Karkatta OCP (10MTY) & 6) Religara OCP (2MTY) (to be updated ,if required)}, prepared by Central Mine Planning & Design Institute Ltd. (CMPDIL), a subsidiary Company of Coal India Ltd.

- I. Central Coalfields Limited (A Mini Ratna Company) is a subsidiary Company of Coal India Limited having its Headquarters at Ranchi in Jharkhand. Its coal mines are situated in the state of Jharkhand.
- II. Regional Institute - III of Central Mine Planning & Design Institute Limited, (CMPDIL) Ranchi, a subsidiary of Coal India Limited prepares Detailed Project Report for Central Coalfields Limited.

The Project Report consists of (1) Technical Parameters and (2) Financial Parameters. Technical parameters deal with Coal Reserves, Mine Target, Life of Project, Method of Mining, Safety Measures, Coal Transport, and other related issues.

Financial Parameters deal with Capital required for Land, Plant & Machinery, Heavy Earth Moving Machines, Civil Construction, Mine Development Expenditure, Sales Realisation, related financial analysis, etc.

Scope of Work:

The scope of work involves Financial Appraisal of Project Report (PR/RPR/EPR) prepared by CMPDIL, which will include: -

- (1) Financial appraisal of the Project Report.
- (2) Financial Model to assess the financial viability
- (3) Sensitivity Analysis
- (4) Project Risk with mitigation mechanism
- (5) Presentation and Submission of draft and final Financial Appraisal Report

Brief Head-wise description is given below:-

(i) Financial appraisal of the Project Report

Financial appraisal would involve evaluation of the Project by alternative option by way of review and scrutiny of the Detailed Project Report to ensure its financial viability.

(ii) Financial Modeling, Factors affecting Project Financial Viability & Resource Requirement:

A detailed computer generated Financial Model would be developed to represent the base case. The factors affecting Financial Viability of project should clearly be spelt out and elaborated. The Appraiser will also formulate the expenditure projection, revenue generation, etc. considering likely realization and estimated outlay of the project under review.

(iii) Sensitivity Analysis:

A full sensitivity analysis will be performed to assess the sensitivity of the base case projections to any macro - economic and operating variables.

(iv) Project Risk with mitigation mechanism:

Risk Analysis would involve identification of various risks associated with the Project and suggest steps to be taken for mitigation of risks.

(v) Presentation and Submission of Financial Appraisal Report

The firm will submit 3 copies of the Financial Appraisal Report for each project after completion of the work.

There after the firm will be required to make presentation of Financial Appraisal Report before the CCL Board/ Empowered Sub Committee of CCL Board. For Projects valued more than Rs. 500 crore, presentation of Financial Appraisal Report will also be required before the CIL Board / Empowered Sub Committee of CIL Board, as per instruction of CCL.

If required suitable modification as per the directive of the authority where the report is presented, should be done by the tenderer, and the modified Financial Appraisal Report to be submitted by the tenderer to the company incorporating the modifications.

2. Time Schedule of Tender

| SL. No. | Particulars | Date | Time |
|---------|--|------------|-------------|
| 1 | Tender e-Publication date | 29.11.2019 | 18.00Hours |
| 2 | Document download start date | 30.11.2019 | 10.00Hours |
| 3 | Document download end date | 16.12.2019 | 17.00 Hours |
| 4 | Bid submission start date | 30.11.2019 | 10.00Hours |
| 5 | Bid submission end date | 16.12.2019 | 17.00Hours |
| 6 | Start date for seeking clarification on-line | 30.11.2019 | 10.00Hours |
| 7 | Last date for seeking clarification on-line | 09.12.2019 | 17.00Hours |
| 8 | Date of opening of tender [Cover I (Technical bid) & Cover II (Price bid)] | 18.12.2019 | 11.00Hours |

For detailed e-tender notice and online submission, visit <https://coalindiatenders.nic.in>

- i. Reverse Auction in Tender(s) is applicable for estimated cost of work equal to or more than Rs. 1.00 Crore.
- ii. Entities having been debarred from participating in tenders of CCL/all subsidiaries of CIL are not eligible to participate in this NIT if end date of bid submission, including extensions thereof falls within the period of their debarring. In case it is found that such debarred entity has already participated in a tender, which is yet to be awarded, the same shall not be considered and be rejected forthwith.
- iii. Joint Venture shall be allowed for participation in the bid with estimated cost above Rs. 2.0 Crores.

The company reserves the right to extend the date of submission and opening of bid or to cancel the bid without assigning any reason whatsoever. Any addendum/corrigendum/date extension etc. in respect of above tender will be published in e-procurement portal only. Bidders are therefore requested to visit our website regularly to keep themselves updated.

3. DEPOSIT OF EARNEST MONEY/BID SECURITY

The bidder will have an option for submitting EMD through **ONLINE mode only**.

In Online mode, the bidder can make payment of EMD either through **net-banking** from designated Bank/s or through NEFT/RTGS from any scheduled Bank. In case of payment through net-banking the money will be immediately transferred to account designated for the purpose. In case of payment through NEFT/RTGS the bidder will have to make payment as per the Challan generated by system on e-Procurement portal and will have to furnish online the UTR Number before submission of bid. Bidder will be allowed to submit his/her bid only when the EMD is successfully received in CCL's designated account and the information flows from Bank to e-Procurement system.

Earnest Money / Bid Security shall bear no interest.

SYSTEM OF ONLINE COLLECTION AND AUTO RESETTLEMENT / REFUND OF EMD:

- i. EMD will be collected centrally at one account at CCL HQ viz. Pool Account.
- ii. Bidder will be allowed to submit his/her bid only after his/her EMD is received by CIL/Subsidiary.
- iii. EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the bidders whose EMD is to be forfeited). Refund will be made by an automatic process triggered by the online rejection of bids by the system/evaluator. The bidders should be given enough precaution in the NIT that bidder should make payment from their own account and any claim for non-receipt of the refund in any account other than the one from which payment of EMD is made, will not be entertained.
- iv. If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason then it will be paid through e-payment as per manual system.

- v. At appropriate stage of tender evaluation the EMD which is to be retained will be resettled to the respective Area Account by the system automatically.

4. PRE-BID MEETING (if applicable):

The pre-bid meeting shall be held in the office of General Manager (CMC), CCL on the scheduled date & time, if specified in the NIT. The purpose of the pre-bid meeting is to clarify the issues and to answer the questions on any matter that may be raised at that stage.

Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidder and it shall be presumed that the bidder does not require any clarification. If a Pre Bid meeting is held, the minutes of the Pre-Bid meeting shall be uploaded on the Portal, which can be viewed by all interested bidders.

5. CLARIFICATION OF BID

The bidder may seek clarification on-line within the specified period. However, the management will clarify the relevant queries as far as possible. Important contact details are as follows:

Contact Person : Sri Pawan Kumar, FMP, NIC, Camp CCL HQ

Mob. 8507029239 e-mail pawankumar9791@gmail.com

Flow of EMD from source account to Axis Aggregator Account and the e-Procurement portal is related to systems, which sometimes takes more than normal duration of 3 to 4 hours. It is advisable to submit online EMD one or two days before end date of bid submission.

6. A. ELIGIBILITY CRITERIA OF BIDDER

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 work means the work of “Financial Appraisal of PR/RPR/EPR with proposed Capital Investment of more than Rs. 150 Crores with Government Organizations/Institutes or reputed Private Limited firms.”

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.

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.

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

Data to be furnished by the bidders online:

- i. Start date & end date of each qualifying experience (similar nature)
- ii. Work order Number /Agreement Number of each experience
- iii. Name & address of Employer/Work Order Issuing authority of each experience
- iv. Percentage (%) share of each experience (100% in case of an Individual/ proprietorship firm or a partner in a partnership firm and the actual % of share in case of a Joint Venture/Consortium.
- v. Executed Value of work against each experience
- vi. In case the bidder is a Joint Venture, work experience as above may be furnished as the work experience of the bidder.

Technical Evaluation by the System

- i) The System shall calculate the period of 7 Years backwards starting from the last day of month previous to the e-publication date of NIT.
- ii) The system shall check the end date of each experience(The system shall not allow more than 3 entries for experience)and accept it as a qualifying experience if the end date of experience falls within the 7 years computed by the system.

- iii) The system shall calculate the value of each qualifying experience by multiplying the value with the % share of experience and adding 5% for each completed year (total No. of days/365) after the end date of experience of work till the last date of month previous to one in which the NIT has been published on e-procurement portal.
- iv) The system shall check the experience with highest value whether it exceeds 80% of Estimated Cost Value (ECV). In case it does not, it shall check the top 2 experiences whether each of them is greater than 50% of ECV. In case, it still does not, the system shall check all 3 qualifying experiences whether each of them exceeds 40% of ECV. The system shall regard the bidder as 'Eligible' if it meets any of the aforementioned criteria or else it shall consider the bidder as 'Ineligible'.
- v) The weightage of 5% every year will be on simple rate and will not be compounded on yearly basis for the calculating the value of each qualifying experience.
- vi) The work experience of the bidder for those works only shall be considered for evaluation purpose, which is completed before the last date of month previous to the one in which the NIT has been published on e-Procurement portal. Hence, the works which are incomplete/ ongoing, as on the last date of the month previous to the one in which the NIT has been published on e- Procurement Portal, shall not be considered against eligibility.
- vii) In case the work is started prior to the eligibility period of 7 (seven) years (counted backwards starting from the last date of the month previous to e- publication date of NIT and completed within the said eligibility period of 7 years, then the full value of the work shall be considered against the eligibility.
- viii) In case the experience has been earned by the bidder as an individual or proprietor of a proprietorship firm or as a partner of a partnership firm, then 100% value of the experience will be considered against eligibility. But if the experience has been earned by the bidder as a partner in a Joint Venture Firm, then the proportionate value of experience in proportion to the actual share of bidder in that Joint Venture Firm will be considered against eligibility.

Scanned Copy of documents to be uploaded by the bidders (Confirmatory Documents)

For work experience, bidders are required to submit Satisfactory Work Completion Certificate issued by the employer against the Experience of Similar work containing all the information as sought online.

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

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

b). Financial Turnover:

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

(The "Previous Financial Year" shall be computed with respect to the e-Publication date.)

Data to be furnished by the bidders:

- i) Annual turnover of each of the last 3 (three) years ending 31st March of the previous financial year.
- ii) Name of the Chartered Accountant issuing the Profit & Loss Account or the Turnover Certificate.
- iii) Membership number of the Chartered Accountant.
- iv) In case the bidder is a Joint Venture, the Turnover of the individual partners will be added together for each financial year and is to be furnished as turnover of the bidder for that particular financial year.

Technical Evaluation by the System:

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

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

Scanned copy of documents to be uploaded by the bidders (Confirmatory documents)

Turnover certificate issued by a practicing Chartered Accountant having membership of Institute of Chartered Accountants of India containing information as furnished by the bidder on line. The certificate issued by CA must contain Unique Document Identification Number (UDIN)

c) Permanent Account Number:

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

Data to be furnished by the bidders online:

Confirmation in the form of YES/NO regarding possessing PAN

Technical Evaluation by the System:

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

Scanned copy of documents to be uploaded by the bidders (Confirmatory documents)

PAN card of the bidder.

(In case JV, all the partner should submit PAN)

d). Goods and Services tax (Not applicable for Exempted Goods/ Services) :

The bidder should be either a GST registered Bidder (But not under Composition Scheme).

OR

GST unregistered Bidder/Dealer.

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

- i) Confirmation in the form of YES/NO regarding possessing of required document as enlisted in the NIT with respect to GST status of the bidder.

Scanned copy of documents to be uploaded by the bidders in support of information/ declaration furnished online by the bidder against eligibility criteria as confirmatory document

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

a) Status : GST registered Bidder (but not under Composition Scheme)

Document: GST Registration Certificate (i.e. GST identification number) issued by appropriate authority.

b) Status : GST Unregistered Bidder.

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

(In case of JV a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV w.r.t. GST in compliance with the relevant GST rules or GST Registration Certificate of JV)

Note:-The certificate issued by CA must contain Unique Document Identification Number (UDIN)

NOTE: In case the work/ service is awarded to a Joint Venture participating in the tender, they have to submit PAN, GST registration (as applicable in the tender and for the bidder status) etc. in the name of the Joint Venture after Award of Work/ Service at the time of execution of agreement/ before payment of first running on account bill.

e)LEGAL STATUS OF BIDDER

The bidder should be a valid legal entity e.g. individual, proprietorship firm, partnership firm, company registered under Companies Act or joint ventures etc.

Data to be furnished by Bidder on-line:

Confirmation in the form of YES/NO regarding possessing documents(s) in support of requirement of legal status as per NIT/bid document.

Technical evaluation by the System :

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

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

The bidder should possess any one of the following documents:

1. Affidavit or any other document to prove **proprietorship/Individual** status of the bidder.
2. **Partnership deed** containing name of partners.
3. Memorandum & Article of Association with **Certificate of incorporation** containing name of bidder
4. **Joint Venture agreement** containing name of partners and lead partner, Power of Attorney to the Lead Partner and share of each partner.(as per format prescribed in bid document)

f)DIGITAL SIGNATURE CERTIFICATE (DSC)

The bidder should possess DSC or issue power of attorney/legal document authorizing the DSC holder to submit bid on behalf of the bidder.

Data to be furnished by Bidder on-line:

Confirmation in the form of YES/NO regarding submitting bid using own DSC or submitting power of attorney/legal document authorizing the DSC holder to submit bid on behalf of the bidder.

Technical evaluation by the System :

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

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

If the bidder himself is the DSC holder bidding on-line then they have to submit an undertaking in this regard.

However, if the DSC holder is bidding online on behalf of the bidder then a Power of Attorney or any sort of legally acceptable document signed by the bidder authorizing DSC holder to submit online bid on behalf of them (the bidder) is required to be submitted.

g) UNDERTAKING REGARDING GENUINENESS OF INFORMATION FURNISHED ONLINE, DOCUMENTS UPLOADED.

The bidder is required to submit an undertaking in the prescribed format regarding genuineness of information furnished online, documents uploaded etc.

Data to be furnished by Bidder on-line:

Confirmation in the form of YES/NO regarding submission of the undertaking as per format.

Technical evaluation by the System :

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

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

Scanned copy of undertaking in the prescribed format regarding genuineness of information furnished online, documents uploaded etc.

h)LETTER OF BID(LOB)

The bidder is required to submit a Letter of Bid (as per format in bid document) printed on Bidder’s letter head as per e-NIT.

Data to be furnished by Bidder on-line:

Confirmation in the form of YES/NO regarding submission of the Letter of Bid as per format.

Technical evaluation by the System :

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

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

Letter of Bid (as per format in bid document) printed on Bidder’s letter head as per e-NIT.

i)INTEGRITY PACT (APPLICABLE FOR TENDERED VALUE >RS 5.00 CRORE)

The bidder should sign pre-contract Integrity pact as per format prescribed in bid document.

Data to be furnished by Bidder on-line:

Confirmation in the form of YES/NO regarding submission of Integrity Pact as per format prescribed in Bid Document, duly signed by the bidder.

Technical evaluation by the System:

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

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

Pre contract Integrity Pact (as per format given in bid document) duly signed by bidder with seal.

B. General Essential Requirements for Works :

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

- All the Terms and Condition of the NIT and Tender Document Unconditionally on line in the form of User Portal Agreement
- Expected values of each of the General Technical Evaluation(GTE) items
- To upload online the scanned copy of documents, as specified in the NIT for evaluation by Tender Committee as per the checklist given in the NIT

Data to be furnished by Bidder on-line:

Confirmation in the form of **Agree/Disagree** for accepting user portal agreement

Confirmation in the form of Yes/No for each GTE item

Technical evaluation by the System:

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

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

To be taken as per Checklist

7.CHECK LIST OF DOCUMENTS TO BE UPLOADED BYTHE BIDDERS

| Sl. No. | Submission of Documents related to Eligibility Criteria | Information to be furnished by the bidder online. | Scanned copy of documents, to be uploaded by bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria as Confirmatory Document |
|---------|--|--|--|
| 1 | Letter of Bid | Confirmation in the form of YES/NO regarding submission of information | Letter of Bid as per Performa on bidder's letter head. |
| 2 | Work Experience : The Intending bidder must have in its name or proportionate share as a member of JV, experience of having successfully completed similar works , as a prime contractor, during last 7 (seven) years ending last date of the 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 | 1. Start & End date of each qualifying experience (similar nature). 2. Work- order/ Agreement number of each experience. 3. Work- order issuing Authority of each experience 4. % share of experience (100% in case of proprietor or a partner in partnership firm or actual % share in case of a Joint Venture/ Consortium). 5. Executed value of work against each experience. | For work experience bidders required to submit Satisfactory Work Completion Certificate issued by the employer against each of the Experience of similar work containing all the information as sought on-line. In case of sub-contractor, suitable document as per provision of eligibility, if applicable. Work- order, BOQ and/ or TDS when sought during clarification or along with deficient document as asked. |

| | | | |
|----|---|--|--|
| | <p>equal to 80% of the estimated cost put to tender.</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>Financial Turnover:</p> <p>Average annual financial turnover during the last 3 (three) years ending 31st March of the previous financial year should be at least 30% of the estimated cost. The "previous financial year" shall be computed with respect to the e- Publication date of NIT.</p> | <ol style="list-style-type: none"> 1. Annual financial turnover during the last 3 (three) years ending 31st March of the previous financial year. 2. Name of the Chartered Accountant issuing the Profit & Loss A/c or the Turnover certificate. 3. Membership number of the Chartered Accountant. | <p>Financial Turnover certificate for the last 3 (three) financial years issued by a Practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India.</p> <p>(In case of JV, turnover Certificate of each individual partner of JV)</p> <p>The certificate issued by CA must contain Unique Document Identification Number (UDIN)</p> |
| 4. | <p>Goods and Services Tax (Not applicable for Exempted Goods/services):</p> <p>The bidder should be either GST Registered Bidder (But not under Composition Scheme)</p> <p style="text-align: center;">OR</p> <p>GST Unregistered Bidder/ Dealer</p> | <ol style="list-style-type: none"> 1. Confirmation in the form of YES/NO regarding possessing of required document as enlisted in NIT with respect to GST status of the bidder. 2. Status of the Bidder in the BoQ Excel Sheet being uploaded by the bidder during bid submission as per previous column. | <p>The following documents depending upon the status with respect to GST status as declared by Bidder in the BOQ sheet:</p> <p>a) Status : GST registered Bidder (But not under Composition Scheme) Document: GST Registration Certificate (i.e. GST identification number) issued by appropriate authority of India.</p> <p>b) Status : GST Unregistered Bidder/Dealer: Document: A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder/dealer in compliance with the relevant GST rules . (In case of JV a Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India confirming the status of JV w.r.t. GST in compliance with the relevant GST rules or GST Registration Certificate of JV)</p> <p>Note- The certificate issued by CA must contain Unique Document Identification Number (UDIN)</p> <p>NOTE: <u>In case the work/ service is awarded to a Joint Venture participating in the tender, they have to submit PAN, GST registration (as applicable in the tender and for bidder status) etc. in the name of the Joint Venture after Award of Work/ Service at the time of execution of agreement/ before payment of first running on account bill.</u></p> |
| 5 | Legal Status of the Bidder : | Confirmation in the form of YES/ NO for possessing the supporting | <p>Any one of the following document:</p> <ol style="list-style-type: none"> 1. Affidavit or any other document to |

| | | | |
|---|---|---|---|
| | | documents | prove proprietorship/ Individual status of the bidder 2. Partnership deed containing name of partners 3. Memorandum & Articles of association with certificate of incorporation containing name of the bidder 4. Joint Venture Agreement containing names of the partners and the lead partner, Power of attorney to the Lead Partner and share of each partner. |
| 6 | Valid Permanent Account Number (PAN) | Confirmation in the form of YES/ NO for possessing the supporting document. | Pan card issued by the Income Tax department, Government of India. (In case of JV, PAN card for each individual partner) |
| 7 | Valid Digital Signature Certificate | Confirmation in the form of YES/ NO for possessing the supporting document. | If the bidder himself is the DSC holder bidding on-line then no document is required. However, if DSC holder is bidding on behalf of the bidder, then Power of attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder. |
| 8 | undertaking in support of the authenticity of submitted information and documents and other commitments | Confirmation in the form of YES/NO regarding submission of information | A commitment is to be uploaded in the form of undertaking on company's letter head as per the format given in the bid document. Undertaking is about the genuineness of information furnished online, authenticity of scanned copy of documents uploaded and about other commitments. In case of JV, undertaking shall be signed by all the partners. |
| 9 | Integrity Pact (If applicable) | Confirmation in the form of YES/NO regarding submission of information | Duly signed and witnessed integrity pact as per Performa of bid document. In case of JV, undertaking shall be signed by all the partners. |
| 10 | Any other document to support the qualification information as submitted by the bidder online | | |
| 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. | | | |

8. **Submission of Bid:**

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

8.1 The bidders will submit their bid ONLINE on the website <https://coalindiatenders.nic.in>. No OFFLINE bid shall be accepted.

8.2 The bidders have to accept unconditionally the **on-line User Portal Agreement** which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions, Integrity Pact and other conditions, if any, along with online undertaking in support of the authenticity of the declarations regarding the fact, figures, information and documents furnished by the Bidder online in order to become an eligible bidder. No conditional bid shall be allowed/ accepted. This **User Portal Agreement** will be a part of the NIT/ Contract Agreement.

- 8.3** 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.
- 8.4** The qualification in the bid will be subject to the receipt and acceptance of the EMD within schedule date and time as mentioned in the NIT.
- a.** The bidder will have to make the payment of EMD through ONLINE mode only.
 - b.** In Online mode the bidder can make payment of EMD either through net-banking from designated Bank/s or through NEFT/RTGS from any scheduled Bank. In case of payment through net-banking the money will be immediately transferred to CIL/Subsidiary's designated Account. In case of payment through NEFT/RTGS the bidder will have to make payment as per the Challan generated by system on e-Procurement portal and will have to furnish online the UTR Numbers before submission of bid. Bidder will be allowed to submit his/her bid only when the EMD is successfully received in CIL/Subsidiary account and the information flows from Bank to e-Procurement system.
 - c.** For online submission of tender the bidders will have to upload "Letter of Bid", all the confirmatory documents as prescribed in the NIT in Cover-I and only "Price-bid" in Cover-II.
- 8.5** The information will be provided by the bidder by filling up the relevant data through a form in an objective and structured manner. The software will use the information provided by the bidders to evaluate the technical bids automatically.
- 8.6** For online submission of tender, the bidders will have to upload "Letter of Bid", all the confirmatory documents as prescribed in the NIT/ GTE at the appropriate places.
- 8.6.1** Letter of Bid: - The format of Letter of Bid (as given in the NIT) will be downloaded by the bidder and will be printed on bidder's letterhead 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 submitted bid. The content of the "The Letter of Bid" uploaded by the bidder must be same as per format downloaded from the website and it should not contain any other information.
The Letter of Bid will be signed by the DSC holder submitting bid online and it does not require any physical signature. However, if the Letter of Bid (LOB) bears the physical signature in addition to the digital signature of the DSC holder, it will be accepted without questioning the identity of the person signing the letter of bid.
- 8.6.2** General Technical Evaluation (GTE):- The bidder will have to provide the required information in the GTE template while submitting the bid.
- 8.6.3** Confirmatory documents: - All the confirmatory documents as enlisted in the NIT in support of ONLINE information submitted by the bidder are to be uploaded in cover – I by the bidder while submitting his/ her bid.
- 8.6.4** Price- Bid: - The price bid containing the "Bill of Quantity" in .xls format will be downloaded by the bidder and he will quote rates for all the items on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in cover- II. The price- bid will be in Item Rate or Percentage Rate BOQ format and the bidder will have quote for all the tendered items and the L-1 will be decided on overall quoted value (i.e. Cost to Company). The price- bids of the tenderers will have no conditions. The price- bid which is incomplete and not submitted as per instructions given above will be rejected.
- 8.7** If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid will be rejected. However inclusion of any additional redundant information by the Bidder in the submitted Letter of Bid (LOB), which does not contradict the content and spirit of original format of LOB uploaded by department will not be a cause of rejection of his/her bid.
- 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. Modification and Withdrawal of Bid:

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

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

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

The price bid of all the eligible bidders including this bidder will be opened and action will follow as under:

1. If the bidder withdrawing his bid is other than the L-1 bidder, the tender process will go on; and
2. If the bidder withdrawing his bid is the L-1 bidder, then re- tender will be done.

Offline Withdrawal of Bids:

A partner of bidder(in case of JV and partnership firms) whose DSC is registered on the e-Procurement portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners whose DSC is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline method of withdrawal of his/her offer (or express his disassociation from the bidder organization).

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

12. Automatic Evaluation (Technical):

1. The e-Procurement System will evaluate the Technical bids automatically on the basis of relevant data provided by bidder through a form in an objective and structured manner while submitting bid. If the parameter given by bidder in objective and structured manner does not confirm to required eligibility criteria as specified in the tender document then the bid will be automatically rejected by the system. The system will automatically upload the technical opening summary and technical evaluation summary.
2. Acceptance of Bidder in a general form of online declaration will be recognized and accepted as the certification regarding authenticity of all the information and documents furnished by them online and acceptance of all terms and conditions of the bid document, since such acceptance by Bidder with Digital Signature Certificate is legally tenable.

13. Opening of Tender**13.1 Opening of Bid:**

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

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

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

- 13.2 Extension of Tender submission date** in case of number of bids received are less than three, initially by two days and thereafter by five days will be done automatically by the system.

This extension will be also applicable in case of receipt of zero bids.

- 13.3** If the date of opening of bids (scheduled as per NIT/ extended automatically) falls on a holiday, the bids will be opened on the next working day.

14. Tender/ Tender –cum- Auction evaluation

- A. After opening of price- bid (after finishing reverse auction in case of Tender- cum- Auction), the documents submitted by the bidders in cover- I as enlisted in the NIT will be downloaded by the Evaluator and shall be put up to Tender Committee. The Tender Committee will examine the uploaded documents against the information/ declarations furnished by the L-1 bidder online. If it confirms to all the information/ declarations furnished by the bidder online and do not change the eligibility status of the bidder, then bidder will be considered eligible for award of work.
- B. In case the Tender Committee finds that there is some deficiency in the uploaded documents by the bidder then the same will be specified online by the Evaluator clearly indicating the omissions/ shortcomings in the uploaded documents and indicating start date and end date allowing 7 (Seven) days (7 X 24 hours) time for online re- submission by the bidder. The L-1 bidder will get this information on their personalized dashboard under "Upload confirmatory document" link. Additionally, information shall also be sent by the system generated e- mail and SMS, but it will be the bidder's responsibility to check the updated status/ information on their personalized dashboard regularly after opening of bid. No separate communication will be required in this regard. Non- receipt of thee- mail and SMS will not be accepted as a reason for non- submission of documents within the prescribed time. The bidder will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 7 (Seven) days. If the bidder fails to submit the specified document/s in the 7 (Seven) days, 5 (Five) more days (5X24 hours) of time will be given by the Evaluator clearly indicating the omissions/ shortcomings in the uploaded documents indicating start date and end date for online submission of such document/s.
- C. The tender will be evaluated on the basis of documents uploaded by the L-1 bidder online. The L-1 bidder is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in evaluation of tender.
- D. In case the L-1 bidder submits requisite documents online as per NIT, the bidder will be considered eligible for award of Contract.
- E. In case the L-1 bidder fails to submit requisite documents online as per NIT or if any of the information/ declarations furnished by the L-1 bidder is found to be wrong by the Tender Committee during evaluation of scanned documents uploaded by the bidder, which changes the eligibility status of the bidder, then the bid shall be rejected and EMD of L-1 will be forfeited.
- F. In case the L-1 bidder is found technically eligible but rejection is due to high rate quoted by him/ her, then the tender shall be cancelled and retendered.
- G. In case the L-1 bidder is rejected due to non- compliance of confirmatory documents then the L-2 bidder will become L-1 bidder and confirmatory documents of this bidder shall be evaluated by the Tender Committee and the process shall be followed as mentioned in clause numbers A to E above.
- H. The process as mentioned at clause number G shall be repeated till the work is either awarded or all the eligible bidders are exhausted.
- I. In case none of the bidders comply the technical requirements, then re- tender will be done (with the same or different quantity, as per instant requirement).
- J. It is the responsibility of Bidders to upload legible/ clearly readable scanned copy of all the required documents mentioned above.

- 15. Bid Validity:** The validity of bids shall be not less than 120 (one hundred twenty) days from the final end date of submission of bid.

16. EMD Refund:

- a. If EMD is paid by the bidder in online mode (Direct Debit/NEFT/RTGS) then the EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the cases where EMD is to be forfeited).
- b. No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.

- c. If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason then it will be paid through conventional system of e-payment. For this purpose, if required, Tender Inviting Authority will obtain the Mandate Form from the Bidder.
 - d. In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the department.
 - e. If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.
 - f. The EMD of successful bidder (on Award of Contract) will be retained by CCL and will be adjusted to Performance Security Deposit.
17. 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.
18. This Tender Notice shall be deemed to be part of the Contract Agreement.
19. 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.
20. Tenderer will remain accountable for their Report and Advice in all cases and shall give appropriate affidavit/declaration to the Company before taking the assignment.
21. The appointed Consultant while accepting the assignment must specify the team members and must ensure in writing that at least 10% man-hours required for the assignment shall be devoted by the senior consultant/partner of the firm in letter and spirit. It is also important to ensure that such senior consultant/partner authenticate the report and will be present during the time of presentation of final report.
22. Company reserves the right to limit the FA of no of projects at its sole discretion.
23. Any addendum/corrigendum/date extension etc in respect of this tender shall be issued on our website <https://coalindiatenders.nic.in> only. No separate notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.

General Manager (CMC)
CCL, Ranchi

INSTRUCTIONS TO BIDDERS

1. SCOPE OF BIDDER

1.1 The Central Coalfields Limited (referred to as Employer in these documents) invites bids for the works as mentioned in the Bid Notice. The Bidders should submit Bids for all the works mentioned in the Notice.

1.2 Central Coalfields Limited intends to appoint financial institution/ reputed professional organization for financial appraisal of 06(six) no. of projects { 1)Piparwar Ashoka OCP(14MTY), 2)Pundi OCP(5MTY), 3)Jharkhand OCP(1MTY), 4) Urimari OCP(4MTY),5) Rohini Karkatta OCP (10MTY) & 6) Religara OCP (2MTY) (to be updated ,if required)}, prepared by Central Mine Planning & Design Institute Ltd. (CMPDIL), a subsidiary Company of Coal India Ltd.

I. Central Coalfields Limited (A Mini Ratna Company) is a subsidiary Company of Coal India Limited having its Headquarters at Ranchi in Jharkhand. Its coal mines are situated in the state of Jharkhand.

II. Regional Institute - III of Central Mine Planning & Design Institute Limited, (CMPDIL) Ranchi, a subsidiary of Coal India Limited prepares Detailed Project Report for Central Coalfields Limited.

The Project Report consists of (1) Technical Parameters and (2) Financial Parameters. Technical parameters deal with Coal Reserves, Mine Target, Life of Project, Method of Mining, Safety Measures, Coal Transport, and other related issues.

Financial Parameters deal with Capital required for Land, Plant & Machinery, Heavy Earth Moving Machines, Civil Construction, Mine Development Expenditure, Sales Realisation, related financial analysis, etc.

Scope of Work:

The scope of work involves Financial Appraisal of Project Report (PR/RPR/EPR) prepared by CMPDIL, which will include: -

- (1) Financial appraisal of the Project Report.
- (2) Financial Model to assess the financial viability
- (3) Sensitivity Analysis
- (4) Project Risk with mitigation mechanism
- (5) Presentation and Submission of draft and final Financial Appraisal Report

Brief Head-wise description is given below:-

(i) Financial appraisal of the Project Report

Financial appraisal would involve evaluation of the Project by alternative option by way of review and scrutiny of the Detailed Project Report to ensure its financial viability.

(ii) Financial Modeling, Factors affecting Project Financial Viability & Resource Requirement:

A detailed computer generated Financial Model would be developed to represent the base case. The factors affecting Financial Viability of project should clearly be spelt out and elaborated. The Appraiser will also formulate the expenditure projection, revenue generation, etc. considering likely realization and estimated outlay of the project under review.

(iii) Sensitivity Analysis:

A full sensitivity analysis will be performed to assess the sensitivity of the base case projections to any macro - economic and operating variables.

(iv) Project Risk with mitigation mechanism:

INSTRUCTIONS TO BIDDERS

Risk Analysis would involve identification of various risks associated with the Project and suggest steps to be taken for mitigation of risks.

(v) Presentation and Submission of Financial Appraisal Report

The firm will submit 3 copies of the Financial Appraisal Report for each project after completion of the work.

There after the firm will be required to make presentation of Financial Appraisal Report before the CCL Board/ Empowered Sub Committee of CCL Board. For Projects valued more than Rs. 500 crore, presentation of Financial Appraisal Report will also be required before the CIL Board / Empowered Sub Committee of CIL Board, as per instruction of CCL.

If required suitable modification as per the directive of the authority where the report is presented, should be done by the tenderer, and the modified Financial Appraisal Report to be submitted by the tenderer to the company incorporating the modifications.

1.3 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 clause 6a of e-tender notice towards fulfillment of qualification criteria related to experience.
- b) The qualifying criteria parameter e.g. financial resources (Turnover) 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 Clause 6b of the e-tender notice towards fulfillment of qualification criteria related to financial turnover.

ii) The formation of joint venture or change in the Joint Venture character/ partners after submission of the bid and any change in the bidding regarding Joint Venture will not be permitted.

iii) The bid, and in case of a successful bid, the agreement, shall be signed so as to legally bind all partners jointly and severally and any bid shall be submitted with a copy of the Joint Venture Agreement providing the joint and several liabilities with respect to the contract.

iv) The pre-qualification of a Joint Venture does not necessarily pre-qualify any of its partners individually or as a partner in any other Joint Venture or association. In case of dissolution of a Joint Venture, each one of the

INSTRUCTIONS TO BIDDERS

constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.

- v) The bid submission must include documentary evidence to the relationship between Joint Venture partners in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the Joint Venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.
- vi) One of the partners shall be nominated as 'In-charge' of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners.
- vii) The JV Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.
- viii) The contract agreement should be signed by each Joint Venture Partners. Subsequent declarations/letters/documents shall be signed by lead partner authorized to sign on behalf of the JV or authorized signatory on behalf of JV.
- ix) The bid should be signed by all the partners of the Joint Venture.
- x) An entity can be a partner in only one Joint Venture. Bid submitted by Joint Venture including the same entity as partner will be rejected.
- xi) The JV agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required to fulfill eligibility and also for the purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.
- xii) The earnest money / bids security can be submitted by the Joint Venture or one or more partners of the Joint Venture.
- xiii) The JV agreement must specifically state that it is valid for the project for which bidding is done. If JV breaks up midway before award of work and during bid validity period bid will be rejected.
If JV breaks up midway before award of work and during bid validity/after award of work/during pendency of contract, in addition to normal penalties as per provision of bid document, all the partners of the JV shall be debarred from participating in future bids for a minimum period of 12 months.
- xiv) JV agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.
- xv) JV shall open a bank account in the name of JV and all payments due to the JV shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN/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.

INSTRUCTIONS TO BIDDERS

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 clause 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 qualification requirements; and/or
- b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failures etc.

4. ONE BID PER BIDDER

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

5. COST OF BIDDING

5.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

6. SITE VISIT

6.1 The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of Works and its surroundings, approach road, soil condition, investigation report, existing works, if any, connected to the tendered work, drawings connected to the work, if / as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

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

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

INSTRUCTIONS TO BIDDERS

6.4 The bidder, in preparing the bid, shall rely on the site investigation report referred to in the bid document (if available), supplemented by any information available to the bidder.

7.CONTENT OF BIDDING DOCUMENTS

7.1 The set of bidding documents comprises the documents (all or as available/applicable) listed below:

- i) e-Tender Notice, ii) Instructions to Bidders, iii) Letter of Bid, iv) Undertaking, v) Conditions of Contract (General Terms & Conditions, vi) Integrity Pact, if applicable; vii) Various Forms viii) Bill of Quantities and technical specifications. ix) 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 8.6.4 of the e-tender notice.

11.3 All duties, taxes (excluding Goods and Services Tax (GST) and GST Compensation Cess (If applicable) only) and other levies, Royalty, Building and Other Construction Workers' Cess (as applicable in States) payable by the Bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. 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.

All investments, operating expenses, incidentals, overheads, leads, lifts, carriages, tools & 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.

INSTRUCTIONS TO BIDDERS

Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.

The item wise rate quoted by bidder shall be inclusive of all taxes, duties and levies but excluding GST and GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by the service availer (i.e. CIL/Subsidiary) to bidder/ contractor (If GST payable by bidder/ contractor) would be made only on the latter submitting a Bill/Invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. The payment of GST and GST Compensation Cess is responsibility of the Contractor.

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

Input Tax Credit is to be availed by paying authority as per rule.

If CIL/ subsidiary fails to claim Input Tax credit (ITC) on eligible inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier/vendor of Goods and Services in incorporating the Tax invoice issued to CIL/ subsidiary in its relevant returns under GST, payment of CGST & SGST or IGST, GST(Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier/vendor along with interest if any.

- 11.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

12.CURRENCIES OF BID AND PAYMENT

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(One hundred Twenty) days from the final end date of submission of bid. 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 Notice and in the form as deliberated at Clause 3 of e-tender Notice.
- 14.2. Any Bid not accompanied by an acceptable Bid Security/ EMD shall be summarily rejected by the employer as non-responsive.
- 14.3 If EMD is paid by the bidder in online mode (Direct Debit/NEFT/RTGS) then the EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the cases where EMD is to be forfeited).
- 14.4The bid security/EMD of the successful bidder (Submitted through Net banking or NEFT/RTGS) may be retained and adjusted with performance security / security deposit, at bidder's option.

INSTRUCTIONS TO BIDDERS

14.5 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 www.coalindiatenders.nic.in within the date and time specified in the e-tender notice.

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

16. SIGNING AND SUBMISSION OF BID

16.1 Letter of 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.

17. MODIFICATION AND WITHDRAWAL OF BIDS

17.1 Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as he may wish.

17.2 Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender.

17.3 For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

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

The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:

- i). If the bidder withdrawing his bid is other than L 1, the tender process shall go on.
- ii). If the bidder withdrawing his bid is L-1, then re-tender will be done.

Note: In case of above, a letter will be issued to the bidder by Tender Inviting Authority with the approval of Tender Accepting Authority (in case Board is Tender Accepting Authority then with the approval of CMD), stating that the EMD of bidder is forfeited, and this bidder is debarred for one year from participating in tenders in CIL/Subsidiary. This letter will be circulated to all Areas and CIL/Subsidiary HQ and the updated list will be maintained by the Tender Inviting Authority/Evaluators.

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

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

I. The Mode of Withdrawal:

A. Online Withdrawal of Bids:

- a. The system of online withdrawal is available on the portal up to end date of bid submission, where any bidder can withdraw his/her bid which will attract no penal action from department side.
- b. The system of online withdrawal beyond end date of bid submission and till award of contract is also available but not fully functional and under development stage. Once it is developed and implemented only online withdrawal shall be considered except for some exceptional cases as mentioned in clause below.

INSTRUCTIONS TO BIDDERS

B. Offline Withdrawal of Bids :

- a. A partner of bidder(in case of JV and partnership firms) whose DSC is registered on the e-Procurement portal can access the portal for online withdrawal but when there is a split in the business relationship, the partners whose DSC is not registered on the portal do not have the option of online withdrawal of bid. Hence such partners may opt to use offline method of withdrawal of his/her offer (or express his disassociation from the bidder organization).
- b. Till a fully functional system of online withdrawal of bid (beyond end date of bid submission and till award of contract) is not developed and implemented, offline withdrawal shall also be considered.

II. Acceptance of withdrawal by Tender Committee:

A. Every case of withdrawal under Clause I-(A) (b) and Clause I-(B) shall be put up to Tender Committee for deliberation and further course of action.

B. The Tender Committee shall apply its due diligence to decide:

- a. Whether the request for withdrawal of offer has been received from right source and authentic. For this purpose a letter is to be sent by registered post/speed post to the bidder on the address as given by him in the enrollment page of e-Procurement portal, allowing 10 days' time to confirm the withdrawal. If the bidder does not confirm the withdrawal within the stipulated period then it should be construed that there is no withdrawal of bid. In case the withdrawal/disassociation from the firm (Joint Venture or Partnership firm) has been submitted by any other partner then also the confirmation has to be sought from the bidder and if bidder wants to deny the withdrawal/disassociation from the JV or the partnership firm then the bidder shall be required to furnish a legally acceptable document signed by all the partners of the firm to substantiate his claim.
- b. Whether the withdrawal is due to the reason other than to support any mala fide intention of any participating bidder such as participating or supporting a cartel formation etc.
- c. If the mala fide intentions in the withdrawal are apprehended then the tender should be cancelled apart from other penal action as per e-Procurement Manual for works and services of CIL and other guidelines/manuals of CIL.
- d. If no mala fide intentions in the withdrawal are apprehended then the penal action in line with the prescriptions of the e-Procurement Manual for works and services of CIL will be applicable.
- e. The Tender Committee may also obtain the opinion of legal department in order to ascertain the legal course of action in case of Clause II-(B)(b) and II-(B)(c) above.

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

18. Automatic Evaluation (Technical):

18.1 The e-Procurement System will evaluate the Technical bids automatically on the basis of relevant data provided by bidder through a form in an objective and structured manner while submitting bid. If the parameter given by bidder in objective and structured manner does not confirm to required eligibility criteria as specified in the tender document then the bid will be automatically rejected by the system. The system will automatically upload the technical opening summary and technical evaluation summary.

18.2 Acceptance of Bidder in a general form of online declaration will be recognized and accepted as the certification regarding authenticity of all the information and documents furnished by them online and acceptance of all terms and conditions of the bid document, since such acceptance by Bidder with Digital Signature Certificate is legally tenable.

INSTRUCTIONS TO BIDDERS

19. BID OPENING

19.1 Opening of Bid:

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

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

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

19.2 Extension of Tender submission date in case of number of bids received are less than three, initially by two days and thereafter by five days will be done automatically by the system.

This extension will be also applicable in case of receipt of zero bids.

19.3 If the date of opening of bids (scheduled as per NIT/ extended automatically) falls on a holiday, the bids will be opened on the next working day.

20. Tender/ Tender –cum- Auction evaluation

- A. After opening of price- bid (after finishing reverse auction in case of Tender- cum- Auction), the documents submitted by the bidders in cover- I as enlisted in the NIT will be downloaded by the Evaluator and shall be put up to Tender Committee. The Tender Committee will examine the uploaded documents against the information/ declarations furnished by the L-1 bidder online. If it confirms to all the information/ declarations furnished by the bidder online and do not change the eligibility status of the bidder, then bidder will be considered eligible for award of work.
- B. In case the Tender Committee finds that there is some deficiency in the uploaded documents by the bidder then the same will be specified online by the Evaluator clearly indicating the omissions/ shortcomings in the uploaded documents and indicating start date and end date allowing 07 (Seven) days (07X 24 hours) time for online re-submission by the bidder. The L-1 bidder will get this information on their personalized dashboard under "Upload confirmatory document" link. Additionally, information shall also be sent by the system generated e- mail and SMS, but it will be the bidder's responsibility to check the updated status/ information on their personalized dashboard regularly after opening of bid. No separate communication will be required in this regard. Non- receipt of thee- mail and SMS will not be accepted as a reason for non- submission of documents within the prescribed time. The bidder will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 07 (Seven) days. If the bidder fails to submit the specified document/s in the 07 (Seven) days, 05 (Five) more days (05X 24 hours) of time will be given by the Evaluator clearly indicating the omissions/ shortcomings in the uploaded documents indicating start date and end date for online submission of such document/s.
- C. The tender will be evaluated on the basis of documents uploaded by the L-1 bidder online. The L-1 bidder is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in evaluation of tender.
- D. In case the L-1 bidder submits requisite documents online as per NIT, the bidder will be considered eligible for award of Contract.
- E. In case the L-1 bidder fails to submit requisite documents online as per NIT or if any of the information/ declarations furnished by the L-1 bidder is found to be wrong by the Tender Committee during evaluation of scanned documents uploaded by the bidder, which changes the eligibility status of the bidder, then the bid shall be rejected and EMD of L-1 will be forfeited.
- F. In case the L-1 bidder is found technically eligible but rejection is due to high rate quoted by him/ her, then the tender shall be cancelled and retendered.
- G. In case the L-1 bidder is rejected due to non- compliance of confirmatory documents then the L-2 bidder will become L-1 bidder and confirmatory documents of this bidder shall be evaluated by the Tender Committee and the process shall be followed as mentioned in clause numbers A to E above.
- H. The process as mentioned at clause number G shall be repeated till the work is either awarded or all the eligible bidders are exhausted.
- I. In case none of the bidders comply the technical requirements, then re- tender will be done (with the same or different quantity, as per instant requirement).
- J. It is the responsibility of Bidders to upload legible/ clearly readable scanned copy of all the required documents mentioned above.

INSTRUCTIONS TO BIDDERS

21. EVALUATION AND COMPARISON OF BIDS.

21.1 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 13 and 14 of e-tender notice. The bidder shall also comply with system requirement as at clause 8 of e-tender notice. Bid evaluation shall be done after taking into consideration overall quoted price by the bidder and effect of Goods and Services Tax (GST), GST Compensation Cess etc. as applicable. L1 will be decided based on cost to the company.

21.2 If the Bid of the successful L-1 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.

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.

22. Omitted

23. AWARD CRITERIA

Subject to Clause 24, 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.

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

Notwithstanding Clause 23, 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.

25. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

25.1 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").

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

Completion Period: The works should be completed as per period specified in the NIT from the date of commencement of the work. The work shall be deemed to have commenced on the expiry of 10(ten) days from the issue of Letter of Acceptance of tender/work order to the agency or from forwarding of Project Report (PR/RPR/EPR) with updated cost estimate to the agency, whichever is later. However, payments will be made as per the "Terms of the payment".

Completion Schedule of the work: Completion Schedule of the work shall be 6 (six) months for all 6 projects and for each project completion schedule will be as follows:

- i. Submission of Financial Appraisal Report to CCL: 60 (sixty) days from the date of commencement of work for each project.
- ii) Presentation of Financial Appraisal Report before the Empowered Sub-Committee of CCL Board for projects/CCL Board (and CIL Board/ Empowered Sub-Committee of CIL Board for projects, if applicable): As per instruction of CCL.

INSTRUCTIONS TO BIDDERS

If required suitable modification as per the directive of the authority where the report is presented, should be done by the tenderer, and the modified Financial Appraisal Report to be submitted by the tenderer to the company incorporating the modifications.

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

In case of failure to enter in to agreement within specified period or extended period on the written-request of the bidder, if any, the department will take action as per clause 4.2 of conditions of contract.

25.4 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.

25.5 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.

26.PERFORMANCE SECURITY/SECURITY DEPOSIT

Security deposit should be 10% of the contract amount and should be submitted within **28** days of receipt of LOA by the successful bidder.

- Govt. Securities, FDR or any other form of deposit stipulated by the owner.
- NEFT/RTGS in favour of “**Central Coalfields Limited**” payable at its branch at **Ranchi**, in the account mentioned below:

Account name: CENTRAL COALFIELDS LIMITED

Account No: 10106155123,

IFSC Code: SBIN0010400

The bid security (EMD) deposited in the form of Demand draft shall be adjusted against the security deposit. The Security Deposit shall bear no interest.

Failure to comply with requirement as above shall constitute sufficient ground for cancellation of award of work and forfeiture of Earnest Money.

On completion of the entire work and issue of completion certificate by the engineer-in-charge, the security deposit shall be refunded.

The Security Deposit shall bear no interest.

On completion of the entire work and issue of completion certificate by the engineer-in-charge the security deposit shall be refunded.

INSTRUCTIONS TO BIDDERS

The following may be noted in respect of Bank Guarantee (against Performance Security) :

The Bank Guarantee issued by the issuing bank on behalf of contractor/ supplier in favour of Central Coalfields Limited shall be in paper form as well as issued under Structured Financial Messaging System(SFMS). The details of beneficiary for issue of BG under SFMS platform must contain the following information:

| | | |
|---|--|---|
| Name of beneficiary and details | Name | Central Coalfields Limited |
| | Area | * |
| | Bank A/C no. of beneficiary | 10106155123 |
| | Customer ID/CIF no of beneficiary | 80288731402 |
| | Department | Civil |
| Beneficiary's Bank, Branch and Address | Beneficiary's Bank | State Bank of India |
| | Branch and Address | SME Branch, Doranda, Ranchi - 834002 |
| | SFMS Code/ IFSC Code | SBIN0009620 |
| | In case of Foreign BG Swift Code | SBININBB387 |

| | |
|----------|------------------------------------|
| * | HQ/ Name of the Area of CCL |
|----------|------------------------------------|

The original Bank Guarantee shall be sent by the issuing bank to concerned department/ Area by registered post (AD).

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

27. EMPLOYMENT OF LABOUR

27.1 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 **through Bank Account** 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.

27.2 The bidder shall comply with statutory requirements of various acts including Contract Labour (R&A) Act.

27.3 The bidder shall also follow other guidelines as incorporated at Clause 13 of GTC covered under Additional Responsibilities of the contractor.

NOTE: In case company decides/ circulates separate wages for underground works / for works within mine premises, the same may be allowed based on appropriate circular. Clause 13(xiv) of the Conditions of Contract shall stand amended to this extent before notification of bid.

28. LEGAL JURISDICTION

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.

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

Bidders are required to submit the pre contract integrity pact duly signed and witnessed as per enclosed format along

INSTRUCTIONS TO BIDDERS

with the bid Part-I. This will be signed by the authorized signatory of the bidder (s) with name, designation and seal of the company. Bidders who do not sign the pact shall be disqualified from participation in the Bid process.

30. Change in the Constitution of Contracting Agency.

Prior approval in writing of the Company shall be obtained, before any change is made in the constitution of the contracting agency, otherwise it will be treated as a breach of contract.

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 LETTER OF BID TO BE UPLOADED BY BIDDER DURING SUBMISSION OF BID ONLINE :

| |
|---|
| LETTER HEAD OF BIDDER (As enrolled on the e-Procurement Portal of CIL) |
|---|

To,
The Tender Committee,
Central Coalfields Limited

Sub. : Letter of Bid for the work, "Financial Appraisal of 06(six) no. of projects { 1)Piparwar Ashoka OCP(14MTY), 2)Pundi OCP(5MTY), 3)Jharkhand OCP(1MTY), 4) Urimari OCP(4MTY),5) Rohini Karkatta OCP (10MTY) & 6) Religara OCP (2MTY) (to be updated ,if required)} by Financial Institutions or reputed professional organization having expertise in the area"

Ref. : 1. NIT No.: CCL/GM (CMC)/FA/2019/39 Date 29.11.2019
2. Tender Id No. :2019_CCL_157268_1

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 Central 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 Central 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.

(This document is digitally signed by the DSC holder authorised by the bidder and therefore no physical signature is required)

PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY BIDDER/S (ON BIDDER'S LETTER HEAD) FOR GENUINENESS OF THE INFORMATION FURNISHED ONLINE AND AUTHENTICITY OF THE DOCUMENTS UPLOADED ONLINE IN SUPPORT OF HIS ELIGIBILITY :

FORMAT OF UNDERTAKING

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

I/We am/are submitting Bid for the work “Financial Appraisal of 06(six) no. of projects { 1)Piparwar Ashoka OCP(14MTY), 2) Pundi OCP(5MTY), 3)Jharkhand OCP(1MTY), 4) Urimari OCP(4MTY),5) Rohini Karkatta OCP (10MTY) & 6) Religara OCP (2MTY) (to be updated ,if required)} by Financial Institutions or reputed professional organization having expertise in the area”, against NIT No. CCL/GM (CMC)/FA/2019/39 date 29.11.2019 Tender ID 2019_CCL_157268_1 and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.

1. Myself/Our Partners/Directors don't has/have any relative as employee of Central Coalfields Ltd.
2. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.
3. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
4. I/ We hereby authorize department to seek references / clarifications from our Bankers.
5. 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.
6. *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.
7. *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 / Wehave 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)).
8. 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.
9. I/We agree that all the workmen engaged / deployed by me / us shall be paid their wages through their respective bank account opened in bank
10. I/We further agree that transfer of wages and any other emoluments payable to the workmen engaged / deployed by me/ us will be through electronic media.
11. I/We further agree that to ensure payment of wages and any other emoluments, the particulars of the individual workman engaged/ deployed by me/ us shall be entered in the Contract Labour Information Portal (herein after referred to as CLIP) which as well contains entry of individuals bank A/C number, AADHAR number, CMPF/ EPF number and the entry in CLIP system shall be made by my/ our authorized representative only.
12. I/We agree that further payment of wages and any other emoluments to the workmen engaged/ deployed by me/ us shall be transferred in their respective bank A/C through electronic media via CLIP
13. I/We agree that attendance of the workmen engaged/ deployed by me/ us shall be regulated only by the mode of AADHAR based Biometric attendance system.
14. I/We agree that the biometric attendance system for attendance in respect of the workmen engaged/deployed by me/ us shall be installed operated and maintained by me/ us ensuring that installation of biometric attendance system is made at the place conveniently accessible by the workmen at/ near the work site

* Delete whichever is not applicable.

Dated.....

(Signature and Seal of bidder)

CONDITIONS OF CONTRACT

GENERAL TERMS AND CONDITIONS

1. Definitions :

- ii) **“Employer or Company”** means the CENTRAL COALFIELDS LIMITED, who will employ the Consultant/contractor, represented by the appropriate authority. Central Coalfields Limited is a subsidiary of Coal India Limited (CIL).
- iii) **Principal Employer** means the Coal India Limited or CENTRAL COALFIELDS LIMITED or the officer nominated by the Company to function on its behalf.
- iv) The word **“Agency/Tenderer/Firm/Contractor/Consultant”** wherever occurs means the successful tenderer/tenderers who has /have deposited the necessary Earnest Money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company of the successors and permitted assignees of such individual, firm or company, as the case may be.
- iv) **“Accepting Authority”** shall mean the management of the Company and includes an authorized representative of the Company or any other person or body of persons empowered in this behalf by the company.
- v) **“Engineer-in-charge”**/Designated Officer-in-charge for this contract will be GM (P&P), CCL, Ranchi, who will be responsible for supervising and administering the contract.
- vi) The **“Contract”** shall mean the notice inviting tender, the tender as accepted by the Company, the work order issued to the contractor, and the formal contract agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions special conditions, if any, scope of work, frozen terms and conditions/technical parameters/scope of work and revised offer, if any, specifications, drawings including those to be submitted during progress of work, schedule of quantities with rate and amounts.
- vii) A **“Day”** shall mean a day of 24 hours from midnight to midnight.
- viii) The **“work”** shall mean the works required to be executed in accordance with the contract/work order or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Engineer In charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- ix) In the case of turnkey contracts the total sum for which tender is accepted by the company.
- x) **“Written notice”** shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in persons to the individual or to a member of the contractors firm or to an office of the company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- xi) **“The letter of Acceptance of Tender”** means letter giving intimation to the tenderer that his tender has been accepted in accordance with the provisions contained in that letter.
- xii) **“Department”** means the Projects & Planning department, Central Coalfields Limited, represented by the appropriate authority.
- xiii) **“Act of insolvency”** means as it is designed by Presidency Town Insolvency Act or Provincial Insolvency Act or any act amending such originals.
- xiv) The words indicating the singular only also include the plural and vice – versa where the context so requires.
- xv) **Sub contracting:** If a contractor submits its bid qualifies and does not get the contract because of his not being the lowest tenderer, he will not be permitted to work as sub-contractor for the contractor who is executing the contract.

CONDITIONS OF CONTRACT

2. **Contract Documents:**

The following documents shall constitute the contract documents:

- i) Notice inviting Tender/ Tender Notice.
- ii) Articles of Agreement /Letters of acceptance of Tender /Work Order.
- iii) Instructions to Bidders
- iv) General Terms and Conditions of Contract/Commercial Terms and Conditions of Contract.
- v) Additional terms and Conditions of Contract, if any,
- vi) Scope of work
- vii) Bill of quantities and price
- viii) Work programme.

2.1 The Tenderer/bidder shall enter into and execute contract agreement in the prescribed form. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/ agreements shall be prepared and signed by both the parties. One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the company. For any additional copies required by the contractors the price to be charged would be that of the cost of the Tender Document (Application fee).

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

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

1.2 The contract document shall not be used by the bidder 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.

The Price Bids of the tenderers will have no condition. **The Price Bids which are incomplete and not submitted as per instructions given in the Tender Document will be rejected.**

3. **Discrepancies in contract documents and Adjustment thereof:**

3.1 In the event of varying or conflicting provision in any of the documents forming part of the contract, the Accepting Authority's decision / clarification shall hold good with regards to the intention of the document or contract as the case may be.

3.2 Any error in description or rate in scope of work or any omission there from shall not vitiate the contract or release the contractor from discharging his obligation under the contract including execution of work .

3.3 Any difference detected in the tender/tenders submitted resulting from:

- a) Discrepancy between description in words and figures, the rate which corresponds to the amount worked out by the contractor shall be taken as correct,
- b) Discrepancy in the amount quoted by the contractor due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.
- (c) When the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or words, then the rates quoted by the contractor in words shall be taken as correct.
- (d) Discrepancy in totaling or carry forward in the amount quoted by the contractor shall be corrected.

The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer along with other tender/tenderers. Rounding off to the nearest rupee should be done in the final summary of the amount instead of in totals of various sections of the offer.

4. **Security Deposit :**

4.1 Security Deposit shall be submitted at award of work and the security deposit shall bear no interest.

4.2 Security deposit should be 10% of the contract amount and should be submitted within **28** days of receipt of LOA by the successful bidder in any form given below;

CONDITIONS OF CONTRACT

- A Bank Guarantee in the form given in the bid document from any Scheduled bank. The BG issued by outstation bank shall be operative at its local branch at Ranchi or branch at Kolkata. Bank Guarantee against Performance Security shall be applicable if the amount of Performance Security exceeds Rs. 5.0 lakhs.
- Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner.
- NEFT/RTGS in favour of “**Central Coalfields Limited**” payable at its branch at **Ranchi**, in the account mentioned below:
 Account name: CENTRAL COALFIELDS LIMITED
 Account No: 10106155123,
 IFSC Code: SBIN0010400

Successful bidder will have to send RTGS/NEFT UTR receipt (transaction receipt) through Post/E-Mail for further necessary action.

The bid security (EMD) deposited shall be adjusted against the security deposit.

On completion of the entire work and issue of completion certificate by the engineer-in-charge the security deposit shall be refunded.

No tender will be considered unless accompanied by earnest money. Earnest money will be retained in the case of successful tenderer and refunded to the unsuccessful tenderers in due course and will not carry any interest. The unsuccessful bidders for this purpose means the bidders who have not qualified for opening of Price bid and those who have not emerged as L1 tenderer after opening of Price bid. The earnest money deposited by the successful tenderer will be dealt with as provided in relevant clause of tender document.

If performance security is provided by the successful bidder in the form of bank guarantee it shall be issued either –

- (a) at Bidder's option by a Scheduled Bank , or
- (b) by a foreign bank located in India and acceptable to the employer.

The validity of the Bank Guarantee shall be for a period of one year or ninety days beyond the period of contract /extended contract period (if any), whichever is more.

Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security/ earnest money.

In addition to the above penal measures, the bidder will not be allowed to participate in the re-tendering process. The bidder may also be debarred from participating in future tenders in the subsidiary for a minimum period of 12 months.

5.0 Completion Period: Completion period shall be 6 months for all six projects however 60 (**sixty**) days for each project from the date of commencement of the work. The work shall be deemed to have commenced on the expiry of 10(ten) days from the issue of Letter of Acceptance of tender/work order to the agency or from forwarding of Project Report (PR) with updated cost estimate to the agency, whichever is later. However, payments will be made as per the “Terms of the payment”.

6.0 Completion Schedule of the work: Completion Schedule of the work shall be 6 (six) months for all six projects however completion schedule for each project will be as follows:

- i. Submission of Financial Appraisal Report to CCL: 60 (**sixty**) days for each project from the date of commencement of the work.
- ii) Presentation of Financial Appraisal Report before the Empowered Sub-Committee of CCL Board for projects/CCL Board (and CIL Board/ Empowered Sub-Committee of CIL Board for projects, if applicable): **As per instruction of CCL.**

If required suitable modification as per the directive of the authority where the report is presented, should be done by the tenderer, and the modified Financial Appraisal Report to be submitted by the tenderer to the company incorporating the modifications.

CONDITIONS OF CONTRACT

7.0 Time for Completion of Contract, Extension thereof, Defaults and Compensation for Delay:

Time is the essence of the contract and as such all works shall be completed within the time stipulated in the contract/work order.

Immediately after the contract is executed/the work order is issued, the Engineer In charge and the contractor shall agree upon a detailed time and progress chart prepared based on BAR CHART/ PERT CPM techniques on the basis of a schedule for the said scope of work submitted by the tenderer at the time of executing contract showing the order in which work is proposed to be carried out within the time specified in the contract document / work order.

For the purpose of this detailed time and progress chart, the work shall be deemed to have commenced on the expiry of 10(ten) days from the issue of Letter of Acceptance of tender/work order to the agency or from forwarding of Project Report (PR) with updated cost estimate to the agency, whichever is later.

7.1 If the tenderer, without reasonable cause or valid reasons commits default in commencing the execution of the work within the aforesaid time limit, the company shall without prejudice to any other right or remedy, be at liberty, by giving 15 days notice in writing to the tenderer to commence the work, to forfeit the Earnest Money deposited by him and to rescind the letter of acceptance of Tender/work order.

7.2 If the tenderer fails to maintain the required progress in terms of the agreed time & progress chart or to complete the work or extended date of completion, he/they shall, without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as compensation (Liquidated Damages) **@ half percent (1/2%)** of the contract price per week of delay. The aggregate of such compensation / compensations **shall not exceed 10% (Ten) percent of the total value** of the consultancy fee.

7.2.1 The Company, if satisfied, that the works can be completed by the tenderer within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension being granted with L.D, the company will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the tenderer as agreed damages equivalent to half percent of the contract value of the works for each week or part of the week subject to a ceiling of 10% of the contract price.

7.2.2 The Company, if not satisfied that the works can be completed by the tenderer and in the event of failure of the agency to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.

7.2.3 The company, if not satisfied with the progress of the contract and in the event of failure of the agency to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

7.2.4 In the event of such termination of the contract as described above, the company shall be entitled to recover L.D up to ten percent (10%) of the contract value and forfeit the security deposit made by the agency besides getting the work completed by other means at the risk and cost of the agency.

7.2.5 (a) The company may at its sole discretion, waive the payment of compensation on request received from the contractor indicating valid and acceptable reasons if the entire work is completed within the date as specified in the contract/work order or as validly extended date without stipulating any compensation for delay

OR

(b) If the progress of the work or of any portion of the work is unsatisfactory, the Engineer In charge shall be entitled, after giving the contractor 15 days' notice in writing, to employ another Agency for executing the job or to carry out the work departmentally either wholly or partly debiting the tenderer with the cost involved in engaging another Agency or the cost involved in executing the work departmentally, as the case may be. The certificate to be issued by the Engineer In charge for the cost of the work so done shall be final and conclusive and the extra cost, if any, shall be borne by the contractor.

7.2.6 Extension of date of completion: On occurrences of any events causing delay as stated hereunder, the tenderer shall intimate immediately in writing to the Engineer in Charge.

(a) Force Majeure: (i) Natural phenomena, including but not limited to abnormally bad weather, unprecedented flood and draught, earth -quakes and epidemics.

CONDITIONS OF CONTRACT

ii) Political upheavals, civil commotion, strikes, lockouts, acts of any Govt. (domestic /foreign) including but not limited to war properties, quarantine embargoes.

The successful bidder/tenderer will advise in the event of his having to resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition.

In the event of delay due to Force Majeure for more than one month the contract may be terminated at the discretion of the company. Termination under such circumstances will be without any liability on either side.

(b) Delay on the part of tenderer or tradesman engaged by the company not forming part of the contract, holding up further progress of work.

(c) Any other causes which, at the sole discretion of the company, is beyond the control of the agency.

The firm/agency shall request the company in writing for extension of time within 15 days of happening of such event causing delay stating also, the period for which extension is required. The company may, considering the genuinity of the request, give a reasonable extension of time for completion of the work. Such extension shall be communicated to the tenderer in writing by the company through the Engineer In-charge within 1 (one) month of the date of receipt of such request.

7.2.7 The opinion of the Engineer In charge, whether the grounds shown for the extension of time are or are not reasonable, is final. If the engineer In charge is of the opinion that the grounds shown by the contractor are not reasonable and declines to the grant of extension of time, the tenderer cannot challenge the soundness of the opinion by reference to arbitration.

The opinion of the Engineer In charge that the period of Extension granted by him is proper or necessary is not however final. If the tenderer feels that the period of Extension granted is inadequate he can appeal to the Director (Per)/CMD of the company for consideration on the question whether the period of extension is or is not proper or necessary.

7.2.8 Provisional extension of time may also be granted by the Engineer In Charge during the course of execution, on written request for extension of time within 15 (fifteen) days of happening of such events as stated above reserving the company's right to impose/ waive penalty at the time of granting final extension of time as per contract agreement.

7.2.9 When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Agency or the Department or of both. The extension will have to be by party's agreement, express or implied.

In case the agency/bidder does not apply for grant of extension of time within 15 days of the hindrance occurring in execution of the work and the department wants to continue with the work beyond the stipulated date of completion for reason of the work having been unavoidably hindered, the Engineer- In charge can grant extension of time even in the absence of application from the contractor.

Such extension of time granted by the Engineer In Charge is valid provided the agency/bidder accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to Company's right to levy compensation under the relevant clause of the contract.

The agency/bidder shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer In charge.

CONDITIONS OF CONTRACT

TERMS OF PAYMENT:

Individual project cost will be derived by dividing the total quoted price of the successful bidder by the no of projects.

The payment terms for each(project wise) Financial Appraisal Report would be as follows:

- ⤴ No Advance payment will be made
- ⤴ 40 % of fee for each project on submission of Final Appraisal Report
- ⤴ 60 % of fee for each project on satisfactory completion of the assignment. [i.e approval of the Final Appraisal Report by CCL Board (and CIL Board if applicable)]

Paying authority will be GENERAL MANAGER (FIN.) CCL, RANCHI.

Final project cost depends on clause “22” (i.e. no. of F/A of project successfully completed/submitted).

- 8.1 In addition to above, **out of pocket expenses on travel** (including Lodging, Boarding and local transportation) for the work, if any, would be reimbursed on actual and would be capped at **Rs.75,000.00/-** (Rs seventy five thousand only) for the EPR/PR having total estimated capital less than Rs.500crore and **Rs.1,00,000.00/-** (Rs One lakh) for EPR/PR having total estimated capital of more than Rs.500 crore for each project, except cases covered under clause 8.2. Consent shall be taken from CCL prior to undertaking any travel. Supporting documents are to be provided to CCL along with the invoice for reimbursement.
- 8.2 Subsequent to incurring expenses by successful bidder after prior consent of CCL, In case of postponement of Board meeting or if the Board defers subject agenda due to paucity of time or any other reason, in that case **out of pocket expenses on travel** (including Lodging, Boarding and local transportation) over and above Rs.75000.00/ Rs1,00,000.00 shall be admissible on actual basis.

8.3 All the payment shall be made in INR through electronic fund transfer (electronic mode).

9. Termination, suspension, cancellation and Foreclosure of contract:

The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract be entitled to cancel the contract in full or in part, if the tenderer:

- (a) Makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer In charge, then on the expiry of the period as specified in the notice.
- or**
- (b) Commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer In charge, then on the expiry of the period as may be specified by the Engineer In charge in a notice in writing.
- or**
- (c) Obtains a contract with the company as a result of ring tendering or other non- bonafide methods of competitive tendering.
- or**
- (d) Shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for his company.
- or**
- (e) Fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company then on the expiry of the period as may be specified by the Engineer In-charge in a notice in writing.
- or**
- (f) Transfers, sublets, assign the entire work or any portion thereof without the prior approval in writing from the Engineer In charge. The Engineer In charge, may by giving a written notice, cancel the whole contract or portion of it in default.

9.1 The contract shall also stand terminated under any of the following circumstances:

- a) If the tenderer being, an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of Insolvency Act for the time being in force, or makes any conveyance of assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any Insolvency Act.

CONDITIONS OF CONTRACT

b) In the case of the tenderer being a company, its affairs are under liquidation either by a resolution passed by the contractors company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or reorganisation, or a receiver or manager is appointed by the court on the application by the debenture holders of the contractor's company, if any.

c) If tenderer shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 (twenty-one) days.

(d) On the death of the tenderer being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

9.2 On cancellation of the contract or on termination of the contract, the Engineer In charge shall have powers :

a) To carry out the incomplete work by any means at the risk and cost of tenderer/bidder.

b) To determine the amount to be recovered from the bidder for completing remaining work or in the event the remaining work is not to be completed the loss/damage suffered, if any by the company after giving credit for the value of the work executed by the tenderer/bidder up to time of cancellation less on A/c payment made till date and value of contractor's materials, plant, equipments etc taken possession of after cancellation.

c) To recover the amount determined as above, if any, from any money due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor shall be called upon to pay the same on demand. The need for determination of the amount of recovery of any extra cost/expenditure or of any loss /damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor as stated in clause 10.1(d) of the contract.

c) To give the tenderer/bidder or his representative on the work 7 (seven) days notice in writing for taking final measurement for the work executed till the date for cancellation or termination of the contract. The Engineer In charge shall fix the time for taking such final measurement and intimate the tenderer/bidder in writing the final measurement shall be carried out at the said appointed time notwithstanding whether the contractor is present or not. Any claim as regards measurement which the contractor is to make shall be made in writing within 7 (Seven) days of taking final measurement by Engineer In charge as aforesaid and if no such claim is received the tenderer/bidder shall be deemed to have waived all claims regarding above measurements and any claim made thereafter shall not be entertained.

9.3 Suspension of work :

i) The company shall have power to suspend the work or any part thereof and the Engineer In charge may direct the contractor in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the contractor, or for proper execution of work for reasons other than any default on part of the contractor or on ground of safety of the work.

ii) In the event of suspension for reasons other than any default on the part of the contractor, extension of time shall be allowed by the company equal to the period of such suspension and the contractor shall properly protect and secure the works to the extent necessary during such suspension.

The contractor shall carry out the instructions given in this respect by Engineer In charge and if such suspension exceed 45 (forty five) days, the contractor will be compensated on mutually agreed terms.

9.4 The work shall throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor. In the event of termination or suspension of the contract, on account of default on the part of the contractor, as narrated hereinbefore, the security deposit and other dues of this of work or any other work done under this company shall be forfeited and brought under the absolute disposal of the company provided that the amount so forfeited shall not exceed 10 (Ten) percent of the contract value.

CONDITIONS OF CONTRACT

9.5 Foreclosure of contract. :

If at any time after acceptance of the tender the company decided to abandon for any reason whatsoever the company, through its Engineer in-charge, shall give notice in writing to that effect to the contractor. In the event of abandonment the company shall be liable: -

a) To pay reasonable amount assessed and certified by the Engineer In charge of the expenditure incurred. if any, by the contractor on preliminary works .

9.5.1 The tenderer/bidder shall, if required by the Engineer In charge, furnish to him books of accounts, papers, relevant documents as may be necessary to enable Engineer In charge to assess the amounts payable.

10. Completion certificate.

The engineer-in-charge will be authorized to issue the completion certificate after satisfying the work as mentioned in the scope of work is completed in all respects.

11. The tenderer/bidder shall intimate the Engineer In charge in writing the names, qualifications, experience and full postal address of each and every technical person employed by him.

12. The contractor/contractors shall employ only competent, skilful and orderly men to do the work. The Engineer in charge shall have the right to ask the contractor/contractors to remove from the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within three hours of such orders.

13. Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety required or recommendation by all applicable laws, codes, statutes and regulations will be observed. In case of accidents, he / they shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force, and shall indemnify the company against any claim on this account.

14. The contractor / contractors shall at all times exercise reasonable precautions for the safety of employees in the performance of his / their contract and shall comply with all applicable provisions of the safety laws drawn up by the State or Central Government or Municipalities and other authorities in India. The contractor/contractors shall comply with the provision of the safety hand book as approved and amended from time to time by the Government of India.

15. The contractor/contractors shall familiarize themselves with and be governed by all laws and rules of India and Local Statues and orders and regulations applicable to his/their work.

16. The contractor/contractors shall furnish to the Engineer in charge or his authorized representative with work reports from time to time regarding the contractor/contractors organization and the progress made by him/them in the execution of the work as per the contract agreement.

17. All duties, taxes (excluding Goods and Services Tax (GST) and GST Compensation Cess (if applicable) only) and other levies payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. All investments, operating expenses, incidentals, overheads etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total bid price submitted by the bidder.

However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the company on production of documentary evidence in support of payment actually made to the concerned authorities.

Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to

CONDITIONS OF CONTRACT

bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of bidder/contractor.

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

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

If CIL/Subsidiary fails to claim Input Tax Credit(ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier/vendor of goods and services in incorporating the tax invoice issued to CIL/Subsidiary in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier/vendor along with interest, if any.

18. The Company reserves the right to deduct / withhold any amount towards taxes, levies etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any Statutory authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.

19. The work shall not be sublet to any other party, unless approved by Engineer-in-charge, in writing.

20. The contractor/contractors shall not pay less than the minimum wages to the laborers engaged by him / them as per minimum Wages Act or such other legislation or award or the minimum wages fixed by the respective State Government as may be in force. The Contractor / Contractors shall make necessary payment of the Provident Fund for the workmen employed by him for the work as per the laws prevailing under provision of CMPF and Allied Schemes and Miscellaneous Provisions Act 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be.

21. All accounts shall be maintained in English and the company shall have the right of access and inspection of all such books of accounts etc. relating to payment of laborer considered necessary and the company may arrange for witnessing the payment to the laborer by its representatives.

22. Insurance: The contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which are beyond control of the contractor or act of God, e.g. flood, riots, war, earthquake etc.) and shall be at his own cost repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the contract and instructions of the Engineer-in-charge if any:

a. The contractor shall at all times during the pendency of the contract indemnify the company against all claims, damages or compensation under the provisions of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.

b. The contractor shall ensure that the insurance policy / policies are kept alive till full expiry of the contract by timely payment of premiums and shall not be cancelled without the approval of the company and a provision is made to this effect in all the policies, and similar insurance policies are also taken by his sub-contractors if any. The cost of premiums shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.

c. In the event of contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the contractor is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due by the contractor.

CONDITIONS OF CONTRACT

23. SETTLEMENT OF DISPUTE

It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the company level. The contractor should make request in writing to the Engineer-in-charge for settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the contractor shall be entertained by the company.

Effort shall be made to resolve the dispute in two stages

In first stage dispute shall be referred to Area CGM/GM (in this case GM, P&P). If difference still persists the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.

If the differences still persist, the settlement of the dispute shall be resolve in the following manner:

Disputes relating to the commercial contracts with Central Public Sector Enterprises / Govt. Departments (except Railways, Income Tax, and Customs & Excise duties)/ State Public Sector Enterprises shall be referred by either party for Arbitration to the PMA (Permanent Machinery of Arbitration) in the department of Public Enterprises.

In case of parties other than Govt. Agencies, the redressal of the dispute may be sought through Arbitration (THE ARBTTRATTON AND CONCILIATION ACT, 1996 as amended by AMENDMENT ACT of 2015).

23A. Settlement of Disputes through Arbitration:

If the parties fail to resolve the dispute/differences by the in house mechanism, then, depending on the position of the case, either the employer/owner or the contractor shall give notice to the other party to refer the matter to arbitration instead of directly approaching court. The contractor shall, however, be entitled to invoke arbitration clause only after exhausting the remedy available under the clause 23.

In case of parties other than Govt. Agencies, the redressal of disputes/differences shall be sought through Sole Arbitration as under.

Sole Arbitration: In the event of any question, dispute or difference arising under these terms & conditions or any condition contained in this contract or interpretation of the terms of, or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of a person, appointed to be the arbitrator by the Competent Authority of CIL/ CMD of Subsidiary Company (as the case may be). The award of the arbitrator shall be final and binding on the parties of this Contract.

(a) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his/her award being set aside by the court for any reason, it shall be lawful for the Competent Authority of CIL / CMD of Subsidiary Company (as the case may be) to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

(b) It is further a term of this contract that no person other than the person appointed by the competent Authority of CIL/ CMD of Subsidiary Company (as the case may be) as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.

Subject as aforesaid, Arbitration and Conciliation Act, 1996 as amended by Amendment Act of 2015, and the rules thereunder and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

The venue of arbitration shall be the place from which the contract is issued.

Applicable Law: The contracts shall be interpreted in accordance with the laws of the Union of India.

Contracts with Partnership firm/Joint Venture/Consortium:

The Partnership firm/Joint Venture/Consortium is required to submit written consent of all the partners to above arbitration clause at the time of submission of bid.

ANNEXURES

PROFORMA FOR EXECUTION OF AGREEMENT.

(Specimen to be vetted by Legal Department))

STAMP PAPER**(of appropriate value as per Stamp Act)**

This agreement is made on day of between (Name of Company) having its registered office at (hereinafter called the 'COMPANY' which expression shall, unless repugnant to the subject or context, include its successors and assignees) of the one part and (Name of the Contractor) carrying on business as a (partnership/ proprietorship/ Ltd. Co. etc.) firm under the name and style (hereinafter called the 'said Contractor' which expression shall, unless the context requires otherwise include them and their respective heirs, executors, administrators and legal representatives) of the other part.

Whereas the Company invited tenders for the work of “.....” and whereas the said Contractor/ Firm submitted tender for the said work and deposited a sum of Rs..... as Earnest Money and whereas the tender of the said contract has been accepted by the Company for execution of the said work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.

2) The following documents which are annexed to this agreement should be deemed to form and be read and construed as part of this agreement viz.

i) Annexure-A Tender Notice (Page .. to ..)

ii) Schedule –A General Terms & Conditions, Special Conditions and General Technical Specification (Page to ...) and Safety Code.

iii) Schedule-B The probable Quantities and Amount (Page ... to ...)

iv) Schedule-C Negotiation letters –

iv) Schedule-D Letter of Acceptance/Work Order (Page .. to ..)

v) Schedule-E Drawings (Page .. to ..)

3) In consideration for the payment of the sum of Rs.....(W/O Value; both in words and figures) or such other sum as may be arrived at under the clause of the specification relating to Payment by items measurements at unit prices by the Company, the said Contractor shall, subject to the terms & condition contained herein execute and complete the work as described and to the extent of probable quantities as indicated in Schedule B with such variations by way of alteration, addition to or reduction from the said works.

4) The company has received a sum of Rs..... towards Performance Security Deposit (1st part of Security Deposit) in the form of Demand Draft / Certified Cheque/ B.G./ *other form (details to be furnished)*.

5) The said contractor hereby covenants with the company that the company shall deduct at 5% of R/A Bills as Retention Money (2nd part of security deposit) to make the total Security as 10%(Ten percent) of contract value, as per the terms & condition of the tender/ contract.

IN WITNESS WHEREOF THE parties herein have set their hands and seals the date and year above written.

1 Partner. Signature

2 Partner Signature

On behalf of M/S.....

The Contractor, as one of the constituted attorney,

In the presence of –

1. Name _____ Signature

Address :

Occupation :

Signed by Srion behalf of Signature

(Name of Company) in presence of -

1. Name : Signature

2. Address: .

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE
SECURITY

To

.....

Re: Bank Guarantee in respect of Contract No....., Dated..... Between
 (Name of the company) and (Name of the Contractor)

WHEREAS

..... (Name and address of the Contractor) (herein after called "the Contractor") has entered into a contract made as per letter of acceptance.....dated.....(herein after called the said contract) with (name of the Company) (hereinafter called "the Company") to execute (name of the contract and brief description of work) on the terms and conditions contained in the said contract.

It has been agreed that the Contractor shall furnish a Performance Security in the shape of Bank Guarantee from a Schedule bank for a sum of Rs..... as security for due compliance and performance of the terms and conditions of the said contract.

We..... (name of the Bank) having its branch/Office at..... have, at the request of the Contractor, agreed to furnish this bank Guarantee by way of performance Security.

NOW, THEREFORE, we the..... Bank (herein after called The Bank) hereby, unconditionally and irrevocably, guarantees and affirms as follows:

The Bank do hereby irrevocably guarantees and unconditionally agree with the Company that if the contractor shall in any way fail to observe or perform the terms and conditions of the said contract or shall commit any breach of its obligation thereunder, the Bank shall on its mere first written demand, and without any objection, demur and without any reference to the contractor, pay to the company the said sum of or such portion as shall then remain due with interest without requiring the Company to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or failing on the company to compel such payment by the contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the company and as regards the amount payable by the Bank under this Guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the company and the Contractor regarding the claim.

The Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said Contract which is likely to be day of but if the period of Contract is extended either pursuant to the provisions in the said contract or by mutual agreement between the contractor and the company, the Bank shall renew the period of the Bank Guarantee failing which it shall pay to the company the said sum of or such lesser amount of the said sum of as may be due to the company and as the company may demand.

This Guarantee shall remain in force until the dues of the company in respect of the said sum ofand interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor and discharged the guarantee.

The Bank further agrees with the company that the company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forebear to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the

part of the company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the company the said sum of or such lesser sum as may then be deemed to the Company and as the Company may require.

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to Rs..... The guarantee shall remain in force till the day*..... of*..... and unless the guarantee is renewed or claim is preferred against the bank on or before the said date all rights of the Company under this guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding Clause.

* The date of guarantee shall cover a period of minimum one year or 90 days beyond the date of completion whichever is more.

Any notice by way of request, demand or otherwise hereunder maybe sent by post/e-mail/Fax addressed to the bank branch/operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

The Bank has under its constitution power to give this Guarantee and Sri..... who has signed it on behalf of the Bank has authority to do so.

Signed and sealed this.....day of.....at.....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code number)

(address)

“The Bank Guarantee as referred above shall be operative at our branch at..... payable at.....
(NIT shall specify town/city of the operative Branch. Bank Guarantee shall specify name of the branch with address of the specified town/city)”

NOTE:-1. The department shall ensure extension of guarantee period in case of extension of time.

2. The Bank Guarantee issued by the issuing bank on behalf of contractor/ supplier in favour of Central Coalfields Limited shall be in paper form as well as issued under Structured Financial Messaging System (SFMS). The details of beneficiary for issue of BG under SFMS platform must contain the following information:

| | | |
|---|--|---|
| Name of beneficiary and details | Name | Central Coalfields Limited |
| | Area | * |
| | Bank A/C no. of beneficiary | 10106155123 |
| | Customer ID/CIF no of beneficiary | 80288731402 |
| | Department | Civil |
| Beneficiary's Bank, Branch and Address | Beneficiary's Bank | State Bank of India |
| | Branch and Address | SME Branch, Doranda, ranchi – 834002 |
| | SFMS Code/ IFSC Code | SBIN0009620 |
| | In case of Foreign BG Swift Code | SBININBB387 |

| | |
|----------|------------------------------------|
| * | HQ/ Name of the Area of CCL |
|----------|------------------------------------|

The original Bank Guarantee shall be sent by the issuing bank to concerned department/ Area by registered post (AD).

MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT.

1. Name of the Bidder :

2. Address of the Bidder :

City..... Pin Code.....

E-mail Id

Permanent Account Number

3. Particulars of Bank:

| | | | |
|---|---------|-------------|-------------|
| Bank Name | | Branch Name | |
| Branch Place | | Branch City | |
| Pin Code | | Branch Code | |
| MICR No. | | | |
| (Digital Code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your Bank for ensuring accuracy of the Bank Name, Branch Name and Code Number. | | | |
| RTGS CODE | | | |
| Account Type | Savings | Current | Cash Credit |
| Account Number(as appearing in the Cheque Book. | | | |

4. Date from which the mandate should be effective.

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold Company responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through SBI Net / RTGS transfer/NEFT. I agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank for such e-transfer shall be borne by us.

Place :

Date:

Signature of the Party / Authorized Signatory

Certified that particulars furnished above are correct as per our records.

Banker's Stamp

Date

(Signature of the Authorized official from the Bank)

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

COPY RIGHT NOTICE. Copyright©2013, Coal India Limited, India. All rights reserved.

YOU MAY NOT MODIFY, COPY, REPRODUCE, REPUBLISH, UPLOAD, POST, TRANSMIT, OR DISTRIBUTE, IN ANY MANNER, THE MATERIAL ON THE SITE, INCLUDING TEXT, GRAPHICS, CODE AND/OR SOFTWARE.

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.nic.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 user's 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 user's 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 acknowledgement, no proof will be considered as a confirmation to the submission of a bid. If the bidder fails to produce this acknowledgement 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 are 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.

BOQ (Price-Bid)

Name of Work:“Financial Appraisal of 06(six) no. of projects { 1) Piparwar Ashoka OCP (14MTY), 2) Pundi OCP (5MTY), 3) Jharkhand OCP (1MTY), 4) Urimari OCP (4MTY),5) Rohini Karkatta OCP (10MTY) & 6) Religara OCP (2MTY) (to be updated, if required)} by Financial Institutions or reputed professional organization having expertise in the area”.

| S.No | SCOPE OF WORK | Fee (INR) for total job as per scope of work (TO BE FILLED IN THE BOQ/PRICE BID IN EXCEL SHEET UPLOADED SEPARATELY) |
|------|--|---|
| 1. | <u>Financial appraisal of the Revised Project Report</u> Financial appraisal would involve evaluation of the Project by alternative option by way of review and scrutiny of the Revised Project Report to ensure its financial viability. | |
| 2. | <u>Financial Modeling, Factors affecting Project Financial Viability & Resource Requirement:</u> A detailed computer generated Financial Model would be developed to represent the base case. The factors affecting Financial Viability of project should clearly be spelt out and elaborated. The Appraiser will also formulate the expenditure projection, revenue generation, etc. considering likely realisation and estimated outlay of the project under review. | |
| 3. | <u>Sensitivity Analysis :</u> A full sensitivity analysis will be performed to assess the sensitivity of the base case projections to any macro - economics and operating variables. | |
| 4. | <u>Project Risk with mitigation mechanism :</u> Risk Analysis would involve identification of various risks associated with the Project and suggest steps to be taken for mitigation of risks. | |
| 5. | <u>Presentation / Submission of Financial Appraisal Report</u> First of all draft Financial Appraisal Report shall be submitted, and after presentation and discussion of the draft report, the final Financial Appraisal Report shall be submitted incorporating the suggestion made during the presentation/discussion of the draft Financial Appraisal Report. The firm will be required to make presentation of Financial Appraisal Report before the Empowered Sub Committee of CCL Board/CCL Board (and CIL Board/its empowered sub-committee, if applicable). | |

[Instruction to tenderers:

1. The rates should include all duties, taxes, other incidentals, overheads but **excluding GST as applicable & excluding expenses mentioned at sl. 2 below.**
2. Out of pocket expenses on travel (including Lodging, Boarding and local transportation) for the work, if any, would be reimbursed by CCL on actual as per clause 8.1 & 8.2 of GTC)]