

ମହାନଦୀ କୋଲ୍ ଫିଲ୍ଡ୍ସ ଲିମିଟେଡ୍
महानदी कोलफील्ड्स लिमिटेड
Mahanadi Coalfields Limited
(A subsidiary of Coal India Limited)

Office of the General Manager
Civil Engineering Department, Hingula Area
P.O: N.S.Nagar, Dist: Angul, Odisha - 759148
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NIT संख्या.: MCL/GM(HA)/Civil/e-Tender/23-24/49

दिनांक: 18-11-2023

निविदा सूचना / Notice Inviting Tender

- Tenders are invited online under a Single Cover system on the website <https://coalindiatenders.nic.in> from the eligible bidders having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA, for the following work:

Description of the work	Location	Estimated Cost of Work (Including GST & BOCW Welfare CESS@1%) (In ₹)	Earnest Money (In ₹)	Period of Completion (In Days)
Supply of water for domestic purpose to village Kusumpal, New Gopal Prasad, New Anatagadia and Kaithanali For a period of one year excluding summer season under CSR works of Hingula Area.	Hingula OCP	29,13,894.14	36,500.00	365 (Three Hundred Sixty Five)

Note: For site visit of location of work, the prospective bidder (s) may **Sri RANJAN SAHOO, Subordinate Engineer (Civil), Hingula OCP, Hingula Area (Cell No. 9438878274), Angul, Odisha.**

For further clarification, please contact

Tender inviting authority	Contact Person(s)/Tender Dealing Officer(s)
KAUSHAL KUMAR, Staff Officer (Civil), Hingula Area, MCL, Contact No. 9438879957(M), 06760-265358(L)	B. Kiran Kumar, Assistant Manager (Civil), Hingula Area, Contact No.9438494606 (M)
e-Procurement Help desk, MCL, Burla – 0663 – 2542264, 2542695, email : hlp-eproc.mcl@coalindia.in	

2. Time Schedule of Tender:

Sl. No	Particulars	Date	Time
(a)	Tender e-Publication date	21-11-2023	10.00 Hours
(b)	Document download start date	21-11-2023	10.00 Hours
(c)	Document download end date	01-12-2023	17.00 Hours
(d)	Bid Submission start date	21-11-2023	10.00 Hours
(e)	Bid submission end date	01-12-2023	17.00 Hours
(f)	Start date for seeking Clarification on-line	21-11-2023	10.00 Hours
(g)	Last date for seeking Clarification on-line	24-11-2023	17.00 Hours
(h)	Date of Pre-bid meeting (if any)	NA	
(i)	Technical Bid (Cover I) opening date	04-12-2023	11.00 Hours
(j)	Price Bid (Cover II) opening date	04-12-2023	11.00 Hours

Note: The auto extension of submission of the bid shall be applicable as per details mentioned in Clause No.14 of NIT.

3. Earnest Money Deposit(EMD):

The bidder will have to make the payment of EMD through ONLINE mode only.

- 3.1** In Online mode the bidder can make payment of EMD either through **NET-BANKING** from designated Bank(s) or through **NEFT/RTGS** from any scheduled Bank(s).

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

NEFT/RTGS: In case of payment through NEFT/RTGS from any scheduled bank(s), the bidder will have to make payment as per the Challan(s) generated by system on e-Procurement portal. The payment of EMD through NEFT/RTGS mode should be made well ahead of time to ensure that the EMD amount is transferred to Mahanadi Coalfields Limited account before submission of bid.

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

3.1.2 In online payment of EMD, if the payment is made by the bidder within the last date and time of bid submission but not received by Mahanadi Coalfields Limited within the specified period due to any reason(s) whatsoever then the bid will not be accepted. However, the EMD will be refunded back to the bidder.

3.1.3 Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) will be exempt from the payment of earnest money (**applicable only for Services tenders**).

3.1.4 Exemption of EMD is also applicable in case of tenders whose estimated cost of work equal to or less than Rs.5.00(Five) Lakhs on which PAPs are allowed to participate.

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

- 3.2** If the bidder defaults in satisfying Techno-commercial criteria, full EMD will be forfeited.

- 4. Pre-bid Meeting:** The pre-bid meeting if applicable shall be held in the office of the Tender Inviting Authority, 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 the bidder and it shall be presumed that the bidder does not require any clarification. The management shall circulate proceedings of the pre-bid meeting if held.
- 5. Clarification of Bid:** The bidder may seek clarification online within the specified period. However, the management will clarify as far as possible the relevant queries.
- 6. User Portal Agreement:** The bidders have to accept the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and tender document, undertakings and the e-Procurement system through <https://coalindiatenders.nic.in> in order to become an eligible bidder. This will be a part of the agreement.
- 7. Eligible Bidders:** The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm, company, any legal entity having eligibility to participate as per eligibility criteria stipulated in clause No.8 of NIT and having a Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA.

Note: Joint Venture is not allowed to participate in the tender.

8. Eligibility Criteria:

A. Permanent Account Number (PAN):

- (I). The bidder should possess a valid Permanent Account Number (PAN) issued by the Income Tax Department, Govt. of India.
- (II). In respect of this eligibility criteria the bidders are required to furnish the following information online:
 - (a). Confirmation regarding possessing of Permanent Account Number(PAN) issued by Income Tax Department, Govt. of India in the form of Yes / No.

(III). Scanned copy of documents to be uploaded by bidders in the BIDDER SPACE/ MY DOCUMENT provided in online portal: PAN CARD of the bidder

B. Goods and Services Tax (Not Applicable for Exempted Services):

- (I). The bidder should be either GST Registered Bidder under regular scheme
OR
GST Registered Bidder under composition scheme
OR
GST unregistered Bidder

(II). In respect of the above eligibility criteria (Goods and Services Tax) the bidder is required to furnish the following information online:

- (a). Confirmation in the form of Yes/No regarding possessing of the required document as enlisted in NIT with respect to GST status of the bidder.

(III). Scanned copy of documents to be uploaded by bidders in the BIDDER SPACE/ MY DOCUMENT provided in online portal: Document as per 9(a)(iii) below.

Note:

- (a). If the turnover of a bidder exceeds the exemption/threshold limit, the bidder must have GST registration as per GST Act and rules.
- (b). During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the bidder during the tender stage based on which cost to the company has been ascertained or at actuals, whichever is lower.

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

- (I). Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall be applicable.
- (II). In terms with the above said policy, only Class-I local suppliers and Class-II local suppliers shall be eligible to bid. Non-local supplier is not eligible to bid. The purchase preference shall be given to Class-I local supplier only.

(III). The definitions of Class-I *Local Supplier*, Class-II local supplier, Non-Local supplier, *Local Content* and Margin of Purchase Preference as per the above-mentioned Order are as follows:-

- (a). 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under said order.
- (b). 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%, as defined under said order.
- (c). 'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20% as defined under the said order
- (d). 'Local Content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- (e). 'Margin of Purchase Preference' means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference is 20%.

(IV). In respect of the above eligibility criteria the bidder is required to furnish the following information online:

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

Note:-

- (a). All the Bidders at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items in Undertaking as per format at **Annexure -XVII**. They shall also give details of the location(s) at which the local value addition is made, if applicable.

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

- I. In the procurement of works which are divisible in nature, the following procedure shall be followed: -
 - i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract for full quantity will be awarded to L-1 at L-1 price by the Purchaser.
 - ii) If L-1 is not a Class-I local supplier, 50% of the order quantity shall be awarded to L-1. Thereafter, the lowest Bidder among the Class-I local suppliers will be invited to match the L-1 price for the remaining 50% quantity subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such local supplier subject to his matching the L-1 price. In case such lowest eligible Class-I supplier fails to match the L-1 price or accept less than the offer quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L-1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity

is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on L-1 Bidder.

II. In the procurement of works which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed: -

i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract will be awarded to L-1.

ii) If L-1 is not from a Class-I local supplier, the lowest Bidder among the Class-I local suppliers, will be invited to match the L-1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L-1 price.

iii) In case such lowest eligible Class-I local supplier fails to match the L-1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L-1 price, then the contract may be awarded to the L-1 Bidder.

III. Applicability in tenders where contract is to be awarded to multiple bidders-(Delete if not necessary)

In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.

b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of the Order.

c) If 'Class I Local suppliers' qualify for award of contract for at least 50 (fifty) percent of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50 (fifty) percent of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers' / 'Non local suppliers' provided that their quoted rate falls within margin of purchase preference of the L1 bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50 (fifty) percent of the tendered quantity.

d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered

quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within margin of purchase preference, and so on.

e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-par as above.

IV. Requirement for specification in advance: The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

V. Verification of local content:

a) If the estimated value of Procurement is less than Rs. 10 crores, all the Bidders at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items. They shall also give details of the location(s) at which the local value addition is made, if applicable.

b) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate with UDIN from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c) Decisions on complaints relating to implementation of this Order, 2020 (amended from time to time) shall be taken by TAA limited to the CMD of CIL/Subsidiaries to the procuring entity.

d) CIL/Subsidiary may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.

e) False declarations will be debarring of the bidder or its successors for a period up to two years as per Guidelines on debarment of firms from bidding along with such other action as may be permissible under law.

f) A supplier who has been debarred by any procuring entity for violation of the Order shall not be eligible for preference under the Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed below.

g) The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

i. The fact and duration of debarment for violation of the Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;

- ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
- iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

VI. Reciprocity Clause

1. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GEM for appropriate reciprocal action.
2. Entities of countries which have been identified by the nodal ministry/departments not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India (including CIL and its Subsidiaries) for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
3. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

VII. Manufacture under license/ technology collaboration agreements with phased indigenization

- a) While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.
- b) In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender.

CIL/Subsidiary while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. CIL/ Subsidiary shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

9. Submission of Bid:

(a). General Requirements:

- (i) In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of CIL (<https://coalindiatenders.nic.in>) with a 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 the bidder, whereas the DSC holder may be either bidder himself or his duly authorized person. The bidder is one whose name will appear as a bidder in the e-Procurement portal.
- (ii) The bidders have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including General and Special Terms & Conditions, Integrity Pact and other conditions, if any, along with an online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder online in order to become an eligible bidder. No conditional bid shall be allowed/accepted.
- (iii) The bidders have to accept unconditionally in GTE (General Technical Evaluation) the Undertaking at **Annexure-II** regarding Genuineness of the information furnished by him online & authenticity of the scanned copy of documents uploaded by him online in support of his eligibility criteria, etc. and **Annexure I** (Letter of Bid). No recycling will be done for this document i.e. no further clarification will be sought from the bidder.

Moreover, the following documents shall be considered from the Bidder's space/ My Document and no recycling will be done for these documents i.e. if the documents online are not as per NIT then the bid shall be rejected and no further clarification will be sought from the bidder:

S No	Document	Scanned copy of documents to be uploaded by the bidder in Bidder's space/ My Document
1	2	3
1	Permanent Account Number (Ref. Clause No.8(A) of NIT)	PAN card issued by Income Tax Department, Govt. of India.
2	Goods and Services Tax (GST) Status of Bidder (Ref. Clause No.8(B) of NIT and BOQ)	The following documents depending upon the status w.r.t GST as declared by Bidder in the BOQ sheet: a) If the Status of the bidder is <u>GST Registered Bidder under regular scheme</u> : GST Registration Certificate, (i.e. GST Identification Number) issued by the appropriate authority of India. b) If the Status of the bidder is <u>GST Registered Bidder under composition scheme</u> : GST Registration Certificate,(i.e. GST Identification Number) issued by the appropriate authority of India.

		<p>c) If the Status of the bidder is GST unregistered:</p> <p>A Certificate (with UDIN) from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder in compliance with the relevant GST rules of India.</p> <p>Note:</p> <p>i) If the turnover of a bidder exceeds the exemption/threshold limit, the bidder must have GST registration as per GST Act and rules.</p>
3	Legal Status of the bidder	<p><u>Any one of the following document :</u></p> <ol style="list-style-type: none"> 1. Affidavit or any other document to prove proprietorship/Individual status of the bidder. 2. In case of Partnership firm :- Partnership deed containing the name of partners. 3. In case of companies :- Memorandum & Article of Association with a certificate of incorporation containing the name of the bidder.

(b). 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/their bid. **No recycling will be done for these documents and i.e. if the documents online are not as per NIT then the bid shall be rejected and no further clarification will be sought from the bidder.**

The confirmatory documents are to be uploaded in Cover-I in the following manner:-

SL No.	Eligibility Criteria	Scanned copy of documents to be uploaded by the bidder(s) in support of information/declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENTS)
1	2	3
1	Digital Signature Certificate (DSC)	<p>If the bidder himself is the DSC holder bidding online then no document is required.</p> <p>However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder.</p>
2	Undertaking by the bidder on his/her/their Letter Head as per Annexure XVII .	Undertaking regarding relatives as employees of the company, Arbitration clause (in case of partnership firm), Local supplier status of the Bidder as per clause 8 (C) of NIT declaration w.r.t Make in India order dated 16.09.2020, Code of Integrity for Public Procurement (CIPP) and compliance w.r.t procurement from bidder of a country which shares a border with India etc.
<p>Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional/ other relevant documents to support the information/declaration furnished by the bidder online</p>		

against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.

- (c). **Letter of Bid(LoB):** The format of the Letter of Bid is given at Annexure-I of the Tender document. This will be the covering letter of the bidder for his submitted bid. The bidders have to accept unconditionally the Letter of Bid in GTE (General Technical Evaluation) at the time of bid submission. No recycling will be done for this document i.e. no further clarification will be sought from the bidder.
- (d). **Price bid:** The Price bid containing the Bill of Quantity will be in Excel format and will be downloaded by the bidder and the bidder will quote the rates for all items on this Excel file. Prior to quoting the rates in the BOQ file, the bidder will select the appropriate status from the following drop-down list given in the BOQ:-
- I. Status: GST Registered Bidder under regular scheme
 - II. Status: GST Registered Bidder under composition scheme
 - III. Status: GST unregistered bidder

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

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

System for the decision of L1 bidder

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

Case – 1: Supply for which INPUT TAX CREDIT (ITC) is not available to the Company.

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

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

Case – 2: Supply for which INPUT TAX CREDIT (ITC) is available to the Company.

For calculation of Overall Bid Value, the GST [CGST, SGST/UTGST, IGST and GST (compensation to state tax)] to be paid by the Bidder **or** by MCL taken by the system will be ignored **but BOCW Welfare cess (if applicable) taken by the system will be added** to decide the L1 i.e the ranking of the Bidders will be decided based on rates quoted by the bidders excluding GST **but including BOCW Welfare Cess**. This value of the bidder will be “the cost to Company”.

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

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

10. Bid Submission: All bids are to be submitted online on the website <https://coalindiatenders.nic.in>. No bid shall be accepted off-line unless otherwise specified.

11. System Requirement: It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at the bidder's premises to access the e-tender website. Under any circumstances, MCL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

12. Opening of Technical Bid:

Tender will be decrypted and opened online by the "Bid Openers" with their Digital Signature Certificates on/after the prescheduled date & time of Tender Opening.

13. Technical Evaluation of Tender:

- A. After opening of bid, the documents submitted by L-1 bidder as enlisted in the NIT will be downloaded by the Evaluator and shall be put up to the Tender Committee. The tender Committee will examine the uploaded documents against information/declarations furnished by the L1 bidder online. If it confirms to all of the information/declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered eligible for award of Contract.
- B. The tender will be evaluated on the basis of documents uploaded by L-1 bidder online. The L-1 bidder is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
- C. In case the L-1 bidder submits requisite documents online as per NIT, then the bidder will be considered eligible for award of Contract.
- D. In case the L-1 bidder fails to submit requisite documents online as per NIT or if any of the information/declaration furnished by L-1 bidder online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder, i.e. if the L-1 bidder fails to comply the eligibility requirements as per tender document then his bid shall be rejected and EMD of L-1 bidder will be forfeited and the tender shall be cancelled and re-tendered.
- E. In case the L1 bidder is technically eligible but rejection is due to high rate quoted by him/her then the tender shall be cancelled and retendered.
- F. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned as above.
- G. If L1 bidder backs out (i.e. Techno commercially established L1 bidder), the EMD will be forfeited and the bidder will be debarred for minimum one (1) year from participating in tenders in MCL.

H. Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall be applicable. (NOT APPLICABLE WHERE ESTIMATED COST PUT TO TENDER IS LESS THAN 5 LAKHS.).

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

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

- I. In the procurement of works that are divisible in nature, the following procedure shall be followed:-
 - (i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract for full quantity will be awarded to L-1 at L-1 price by the Purchaser.
 - (ii) If L-1 is not a Class-I local supplier, 50% of the order quantity shall be awarded to L-1. Thereafter, the lowest bidder among the Class-I local suppliers will be invited to match the L-1 price for the remaining 50% quantity subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such local supplier subject to his matching the L-1 price. In case such lowest eligible Class-I supplier fails to match the L-1 price or accept less than the offer quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L-1 price for the remaining quantity and so on, and the contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local supplier, then such balance quantity may also be ordered on L-1 bidder.
- II. In the procurement of works that are not divisible, and in the procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:-
 - (i) Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a Class-I local supplier, the contract will be awarded to L-1.
 - (ii) If L-1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers will be invited to match the L-1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L-1 price.
 - (iii) In case such lowest eligible Class-I local supplier fails to match the L-1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on and the contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L-1 price, then the contract may be awarded to the L-1 bidder.

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

III. Verification of local content:

- (i) All the Bidders at the time of bidding shall submit self-certification indicating the percentage of local content in the offered items. They shall also give details of the location(s) at which the local value addition is made, if applicable.
- (ii) Mahanadi Coalfields Limited may constitute committees with internal and external experts for independent verification of auditor's / accountant's certificates on a random basis and in the case of complaints.
- (iii) False declarations will attract the Guidelines on Debarment of firms from Bidding for a period of up to two years and with the process in line with clause 20 of GTC.
- (iv) A local supplier who has been debarred by any procuring entity for violation of the above order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

I. Procurement from Micro and Small Enterprises (MSEs) (APPLICABLE FOR TENDERS FOR SERVICES)

- I. Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, 25% of the work will be awarded to MSE as defined in the MSE Procurement Policy issued by the Department of Micro, Small and Medium Enterprises (MSME) for the tendered work/item. Where the tendered work can be split, MSE quoting a price within a price band of L1 + 15% shall be awarded at least 25% of total tendered work provided they match the L1 price. In case the tendered work cannot be split, MSE shall be awarded full work provided their quoted price is within a price band of L1 + 15% and they match the L1 price.
- II. In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the work may be shared proportionately if the job can be split. If the job cannot be split, then the opportunity to match the L-1 rate of the tender shall be given first to MSE who has quoted the lowest rate among the MSEs and the total job shall be awarded to them after matching the L-1 price of the tender, in case the L1 is other than MSE. If MSE is a L1 bidder, full work will be awarded to such bidder. If the MSE who have quoted the lowest rate among the MSEs in the price band of L1 + 15% do not agree to match the rate of L1 of the tender, then the MSE with the next higher quoted rate in the price band of L1 + 15% shall be given chance to match the rate of L1 for the award of the complete job. This process to be repeated in till work is awarded to MSE or MSE bidders are exhausted.
- III. Out of the 25% target of annual procurement from micro and small enterprises 3(three) percent shall be earmarked for procurement from micro and small enterprises owned by women. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, 3(three) percent sub-target so earmarked shall be met from other MSEs.
- IV. Out of the 25% target of annual procurement from micro and small enterprises 4(four) percent shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste & Scheduled Tribe entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, four percent sub-target so earmarked shall be met from other MSEs.

V. To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority must be submitted by the bidder in addition to the certificate of registration with any one of the agencies mentioned in paragraph (I) above. The bidder shall be responsible to furnish necessary documentary evidence for enabling Mahanadi Coalfields Limited to ascertain that the MSE is owned by SC/ST. MSE owned by SC/ST is defined as:

- In case of proprietary MSE, the proprietor(s) shall be SC /ST
- In case of partnership MSE, The SC/ST partners shall be holding at least 51% shares in the enterprise.
- In the case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
- In the case of Public Limited Companies, at least 51% share shall be held by SC/ST entrepreneurs at any given point of time.

VI. Classification of Micro and Small Enterprise are as under:

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

VII. Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order.

VIII. The MSEs are required to submit a copy of documentary evidence, issued by their registering authority whether they are a small enterprise or micro-enterprise as per provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with the latest guidelines/clarifications provided by MoMSME.

IX. If MSE Bidder withdraws his offers after the last date of bid submission or fails to sign the Agreement or commence the work as per Conditions of Contract then such Bidder shall be debarred for a minimum period of 1(One) year in line with provisions of Guidelines on Debarment of firms from Bidding.

14. Auto Extension of Critical Date: If the number of bids received online is found to be less than 03(three) on the end date of bid submission then the following critical dates of the Tender will be automatically extended for a period of four (04) days ending at 17.00 hrs:

- Last date of submission of Bid.
- Last date of receipt of EMD.
- Date of Opening of Tender.

If any of the above-extended Dates falls on Holiday i.e. a non-working day as defined in the e-Procurement Portal then the same is to be rescheduled to the next working day. This extension will be also applicable in case of receipt of zero bid.

Notes:

1. The validity period of the tender should be decided based on the final end date of the submission of bids.

2. The auto extension shall work on the basis of the number of bids received only. It may so happen that any of these bids may be eventually rejected during Tender Opening, Technical evaluation or further process of evaluation resulting in the total number of valid bids becoming less than 03(three).
3. After extension, the tender shall be opened irrespective of the available number of bids on the extended date of opening of tender.

15. One Bid per Bidder:

15.1. Each Bidder shall submit only one Bid, either individually, or as a proprietor, or as a partner in a partnership firm or as a partner in a Joint Venture or as a Company registered under Companies Act. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

16. Refund of EMD:

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

17. Site Visit:

- 17.1** The bidder, at the Bidder's own responsibilities, cost and risk, is encouraged to visit and examine the Site of Works and its surrounding, approach road, soil condition, investigation report, existing works, if any, connected to the tendered work, drawings connected to the work, if/as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the works. The cost of visiting the Site shall be at the Bidder's own expense.
- 17.2** It shall be deemed that the Bidder has visited the Site/Area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he/she/they actually visit the Site /Area or not and has taken all the factors into account while quoting his/her/their rates.
- 17.3** The Bidder is expected, before quoting his rate, to go through the requirement of materials/workmanship, specification, requirements and conditions of contract
- 17.4** 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.

18. Taxes and Duties:

All duties, taxes (excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable) & [BOCW Welfare Cess](#))) and other levies, royalty payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST, if any, either payable by bidder or by company under reverse charge mechanism [& BOCW Welfare Cess](#) shall be computed by system in BOQ sheet as per predefined logic.

All investments, operating expenses, incidentals, overheads, leads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

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

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

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess & [BOCW Welfare Cess](#), if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. MCL) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made there under and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of the service provider/contractor.

Further, any GST credit note required to be issued by the bidder / contractor under the GST provisions should be issued within the time limit prescribed under the GST law.

However, in case bidder/contractor is GST unregistered bidder/dealer or GST registered under composition scheme in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In case of unregistered dealer/bidder, GST, if applicable will be deposited by MCL directly to concerned authorities in terms with GST provisions.

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

If MCL 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 MCL in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier/vendor along with interest and penalty, if any.

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

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

In case of collection of minor minerals in area (both virgin and non-virgin), acquired by the Company under the Coal Act, the contractor will have to produce a royalty clearance certificate from the District Authorities before full and final payment.

Further, where any damages or compensation becomes payable by either the Company or the bidder / contractor pursuant to any provision of this Agreement, appropriate GST wherever applicable as per the GST provisions in force shall also apply in addition to such damages or compensation.

Note:

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

19. Cost of Bidding:

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

20. Technical Specifications:

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

21. Currencies of Bid and Payment:

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

22. Handing Over of Site:

On completion of the work all rubbish, debris, brickbats etc. shall be removed by the contractor(s) at his/their own expense and the site cleaned and handed over to the company and he/they shall intimate officially of having completed the work as per contract.

23. Deployment of Manpower and Machineries:

The tenderer(s) will deploy a sufficient number and size of equipment/machineries/vehicles and the technical/ supervisory personnel required for the execution of the work.

24. Change in Constitution of the Contracting Agency:

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

25. Canvassing in Tender:

Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.

26. Letter of Acceptance (LOA)/Work Order/Agreement:

The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer electronically online on the e-procurement portal of CIL prior to the expiration of the Bid validity period. The L-1 bidder will get the information regarding the award of work on their personalised

dashboard online. On receipt of Letter of Acceptance (LOA)/Work Order of the tender issued by the Company, the successful tenderer shall execute contract agreement in the company's prescribed form for the due fulfilment of the contract. Failure to enter into the required contract within the specified period in the work order shall entail cancellation of LOA/work order and forfeiture of the Earnest Money. In addition, the department may debar the bidder from participating in future bids for at least **12 months** as per Guidelines Debarment of firms from Bidding.

27. Bid Validity:

The validity period of the tenders shall be **120(One Hundred Twenty)** days from the end date of bid submission. The validity period of the tender shall be decided based on the final end date of submission of bids.

In exceptional circumstances, prior to the expiry of the original time limit, the Employer may request the bidders (all the responsive tenderers) to extend the period of validity for a specified additional period. The employer's request and the bidder's responses shall be made 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.

The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to take action as per clause No.28 (Modification and Withdrawal of Bid) of NIT.

28. Modification and Withdrawal of Bid:

Modification of the submitted bid shall be allowed online, only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as he may wish. Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. However, if the bidder once withdraws his bid, he will not be able to resubmit the bid in that particular tender. For withdrawal of a bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority.

- I. Withdrawal of bid may be allowed till the issue of work order/LOA with the following provision of penal action:
 - i) the EMD will be forfeited and
 - ii) the bidder will be debarred for minimum 1(One) year from participating in tenders in MCL.
- II. 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.
 - iii) The standard operating procedure to handle withdrawal of bid after end date of submission shall be as Clause no.29 of NIT.

29. Standard Operating Procedure for Withdrawal of Bid:

I. The Mode of withdrawal:

A. Online Withdrawal of Bids:

- a. The system of online withdrawal is available on the portal up to the end date of a bid submission, where any bidder can withdraw his/her bid which will attract no penal action from the department side.
- b. The system of online withdrawal beyond the end date of bid submission and till the award of the 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 the clause below.

B. Offline Withdrawal of Bids :

- a. A partner of bidder (in case of partnership firms) whose DSC is registered on the e-Procurement portal can access the portal for the 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 the offline method of withdrawal of his/her offer (or express their disassociation from the bidder organization).
- b. Till a fully functional system of online withdrawal of bid (beyond the end date of bid submission and till award of the contract) is not developed and implemented, the 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 (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 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 the 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 the legal department in order to ascertain the legal course of action in case of Clause II-(B)(b) and II-(B)(c) above.

- 30. Postponement of scheduled date(s):** The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.
- 31. Public Enterprises preference:** The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.
- 32. Contract Agreement Document(s):** This Tender Notice shall be deemed to be part of the Contract Agreement. The "General Terms & Conditions", Additional Terms & Conditions, Special Terms & Conditions (if any), Technical Specifications, drawings (if any) and any other document uploaded on the portal as NIT document forms an integral part of this NIT and shall also form a part of the contract agreement as per clause 2 of General Terms and Conditions.
- 33. Sub-letting of Work:** No subletting of work as a whole by the contractor is permissible. Subletting of work in piece rated jobs is permissible with the prior approval of the department. The total value of subcontracted work should not exceed 25% of the contract price specified in the contract. Procurement of material, hiring of equipment or engagement of labour will not mean sub-contracting. If a contractor submits his bid qualifies but does not get the contract because of his being not the lowest, he will be prohibited from working as a sub-contractor for the contractor who is executing the contract.
- 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.
- 34. Prohibition of Child Labour engagement:** The contractor/contractual Agencies must not engage any Child Labour during the course of execution of the contract work within the meaning and scope of the Child Labour Prohibition & Regulation Act-1986 and its relevant Act and Rules amended from time to time by the Govt. of India.
- 35. Implementation of CMPF/EPF:** The tenderer shall have to ensure implementation of CMPF/EPF, if applicable, in respect of the workers deployed by him as detailed in the tender document.
- 36. Splitting up of the work:** The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to split up the work between two or more tenderer(s) or accept the tender in part and not in its entirety.
- 37. Settlement of Disputes:** Matters relating to any dispute or difference arising out of this tender and subsequent contract Awarded based on this tender, shall be dealt as per Clause No. 16- titled - 'Settlement of Disputes' of the 'General Terms and Conditions of Contract' of the tender document.
- 38. Restrictions on Procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries:**

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

- I. Any bidder from a country that shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in a certain context) means any person or firm or company, including any member of a Joint venture (that is an association of several persons or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of order F.No. 6/18/2019-PPD dated 23.07.2020 means:-
 - a. An entity incorporated, established or registered in such a country; **or**
 - b. A subsidiary of an entity incorporated, established or registered in such a country; **or**
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; **or**
 - d. An entity whose beneficial owner is situated in such a country; **or**
 - e. An Indian (or other) agent of such an entity; **or**
 - f. A natural person who is a citizen of such a country; **or**
 - g. A joint venture where any member of the joint venture falls under any of the above.

IV. "The beneficial owner" for the purpose of (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than Twenty Five Percent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the

trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- V. An Agent is a person employed to do any act for another or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent Authority.

Note:

- 1.a. The intending bidders must accept unconditionally in GTE the Undertaking at Annexure-II in compliance to order no.F.No.6/18/2019-PPD dated 23/7/2020 and as amended from time to time of Ministry of Finance, Gol.

AND

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

39. Code of Integrity for Public Procurement (CIPP)

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

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

Sd/-
Staff Officer (Civil),
Hingula Area, MCL