



# ECL

**Eastern Coalfields Limited**

**Office of the General Manager**

**महाप्रबंधक कार्यालय**

Satgram-Sripur Area, P.O.: Devchandnagar

सतग्राम-श्रीपुरक्षेत्र, पत्रालय- देवचंदनगर,

Dist.-Paschim Bardhaman, West Bengal-713332

जिला- पश्चिमबर्धमान, पश्चिमबंगाल-713332

**(An ISO 9001, ISO 14001 & OHSAS 18001 Certified Company)**

Ref No.: SS/GM/AMPCD/TEND/24-25/03

Date: 12.06.2024

## **NOTICE INVITING QUOTATION (NIQ)**

1. Sealed Quotation in one part is invited from eligible contractors for the following work:-

Sl. No.	Description of work	Estimated Cost of work including GST (Rs.)	Earnest Money (Rs.)	Period of Completion (in days)
1	Construction of one side retaining wall at 24L in between 23 & 24 WD in sripur seam at Bhanora West Block Colliery.	153842.78	2000	15

2. Earnest money can be deposited in the form of Bank Draft drawn in favour of “**EASTERN COALFIELDS LIMITED AREA III**” on any Nationalised Bank Payable at “**Asansol**”. The date of issuance of Demand Draft should be on or after the date of issue of Quotation Notice. The earnest money of the unsuccessful bidder shall be refunded as promptly as possible and shall bear no interest. Quotation without earnest money as stated above shall be rejected.

Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) are exempted from the payment of earnest money (applicable only for Services tenders). In case of exemption of EMD, a copy of document (attested by notary public) in support of exemption will have to be submitted by the bidder during submission of their quotation.

3. Quotation documents including Bill of Quantity (BOQ), Terms and Conditions etc. can be obtained from the Office of the General Manager, Satgram-Sripur Area (erstwhile Sripur Area office), PO: Devchandnagar, Dist.: Paschim Bardhaman, PIN-713332, on any working day from **14.06.2024 to 21.06.2024** from **10:00 AM to 5:00 PM** on all working days and from 10:00 AM to 2:00 PM on Saturday. Quotation documents can also be downloaded from ECL website ([www.easterncoal.nic.in](http://www.easterncoal.nic.in)) during above mentioned period. There is no application fee.
4. Quotations can be submitted upto **05:00 P.M.** on **21.06.2024** in the tender box kept in the Office of the Office of the General Manager, Satgram-Sripur Area (**erstwhile Sripur Area office**). In the event of specified date of submission is declared a Holiday by employer, the bid will be received upto the appointed time on the next working day.
5. The quotation offer will be opened on **24.06.2024 at 03:00 P.M.** at the office of Office of the General Manager, Satgram-Sripur Area (**erstwhile Sripur Area office**) in the presence of the attending bidders or their authorized representatives whosoever chooses to be present in the office. In case of holiday on opening date, it will be opened on the next day at the same time and same place.
6. The validity period of the Quotation bid shall be 120 days from the date of opening of price bid or revised price bid, if any which ever is later.

7. Performance Security should be 5% of contract amount less EMD and should be submitted within 21 days of issuance of LOA by the successful bidder in any of the form given below:

- Govt. Securities, FDR or any other form of deposit stipulated by the owner and duly pledged in favour of owner.
- Demand Draft drawn in favour of EASTERN COALFIELDS LIMITED AREA III on any Scheduled Bank payable at its Branch payable at Asansol.

The Earnest Money/ Bid Security deposited shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/ 1st part of security deposit.

The bid security deposited may be adjusted against the Performance security (1st part of security deposit) at bidder's option.

**Extension of time for submission of PSD beyond 21 days and up to 60 days from the date of issue of LOA/ work order may be given by the authority, who is competent to sign the agreement. In case of Non-submission of PSD by the contractor within 21 days from the date of issue of LOA/ work order, a penal interest @ 12% p.a. of PSD value shall be charged from the contractor from 22nd day after the issue of LOA/ work order, and up to 60 days subject to the minimum penal interest @ 0.5% of PSD amount, shall be taken from the successful bidders. The amount of such penal interest shall be deducted from the first R/A bill of the bidder, and the same will be non-refundable.**

If the contractor fails to submit the requisite deposit even up to 60 days, **the contract is liable to be terminated with forfeiture of EMD and the company ECL shall ban such defaulting contractors from participating in future tenders in ECL for a minimum of 12 months period. Also, the failed contractor will be debarred from participating in re-tendering for the work.** In case of JV/Partnership firm, the banning shall also be applicable to all individual partners of JV/Partnership firm.

9. All pages of the submitted quotation documents and credentials are to be duly self authenticated by the bidder / constituted attorney of the bidder with his signature including all cutting/overwriting, if any.

Completed and sealed Quotation documents to be submitted must include following documents:-

(a) EMD: In a separate envelope (superscribed as “**Earnest Money Deposit**”)

OR

Copy of document (attested by notary public) in support of exemption of EMD for Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) in a separate envelope (superscribed as “**Exemption for Earnest Money Deposit**”)

(b) Credentials, BOQ (duly filled up) & Quotation documents in a separate envelope (superscribed as “**Credentials & BOQ**”)

(c) Above two envelopes should be submitted in a sealed envelope with appropriate superscription. The envelope shall clearly contain the name of work, NIQ No. and Name & address of the bidder.

10. The intending bidder has to submit photocopy of the following credentials along with quotation document:

i) **Permanent Account Number(PAN)** : The bidder should possess Permanent Account Number (PAN) issued by Income Tax department, Govt. of India.

ii) **Goods and Services Tax(GST) Status of Bidder**

The bidder should be either

GST Registered Bidder under Regular Scheme

**OR**

GST Registered Bidder under Composition Scheme

**OR**

GST unregistered Bidder

w.r.t. to GST status as declared by the bidder in his BOQ offer, he has to submit the following as the case may be :

(a) GST Registered Bidder under Regular Scheme: GST Registration Certificate (i.e GST identification number) issued by appropriate authority.

**OR**

(b) GST Registered Bidder under Composition Scheme: GST Registration Certificate (i.e GST identification number) issued by appropriate authority.

**OR**

(c) GST Unregistered Bidder: 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 of India.

iii) **Legal Status of the Bidder : Any one of the following document:**

(a) Affidavit or any other document to prove proprietorship / Individual status of the bidder

(b) Partnership deed containing name of partners

(c) Memorandum & Articles of association with certificate of incorporation containing name of the bidder

iv) Power of Attorney, in case the Quotation is signed by an authorised representative of the bidder.

v) Undertaking in prescribed format enclosed in Quotation document given at Annexure I

11. a) The Bill of Quantity is enclosed in the Quotation document and bidder has to quote the rates (%rates or item rates as per the instruction in the BOQ excluding Goods and Services tax, if any). The Price offer of the bidders will have no condition. The bidder has to submit his rates in the issued BOQ only. The price offer which is incomplete and not submitted as per instruction given is liable for rejection. **The bidder has to quote rates in figure and words both. In case of any discrepancy in quoted rates in figure and words, the values indicated in words will be treated as final.**
- b) The bidder have to select the appropriate status from the following option given in the BOQ , if Goods and services tax clause is applicable for the work.
- I) Status: GST registered Bidder under Regular Scheme
- II) Status: GST registered Bidder under Composition Scheme
- III) Status: GST unregistered bidder
- c) The rates quoted by the bidder will be excluding GST and GST component (to be paid by ECL and/or the bidder) will appear as a separate entity.
- d) The Price-bid (excluding GST) 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.

**e) System for decision of L1 bidder**

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

**(i) 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 ECL will be added to decide the L1 i.e the ranking of the Bidders will be decided based on rates quoted by the bidder plus GST. This value of the bidder will be the “Cost to Company”.

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

**(ii) 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 ECL will be ignored to decide the L1 i.e the ranking of the Bidders will be decided based on rates quoted by the bidder excluding GST. This value of the bidder will be the “Cost to Company”.

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

**Note: The bidder should select their GST category as per clause no. 9 (ii) of NIQ.**

12. The contractor / contractors shall not pay less than the minimum wages to the labourer engaged by him/them as per Minimum Wages Act or such other legislation or award of the minimum wage fixed by the respective State Govt. or Central Govt. as may be in force.
13. The bidder shall have to ensure implementation of CMPF/EPF, ESI if applicable and Bonus as per the Bonus Act and Miscellaneous Provision Act, 1948 and allied scheme framed thereunder in respect of the workers deployed by him and will have to recover statutory dues and deposit the same alongwith employer’s contribution(Contractor’s share) to the respective CMPF/EPF office and to submit statutory return under intimation to the Principal employer. The registration number of the Coal Mine in which the workers engaged by the contractor are working has to be furnished in the statutory return to be submitted to the concerned CMPF/EPF office stated as “Contractor Worker”.
14. Conditional quotation offer will not be accepted.
15. Quotations shall be rejected outright without any reference if the documents submitted by the bidders along with their Quotation offer fail to prove eligibility in terms of above criteria. Documents submitted alongwith the Quotation shall be final and no supplementary document shall be accepted.
16. Other details like General terms and conditions of NIQ is as per prevalent Standard General terms and Conditions of Contract of ECL for civil contracts. The bidders are requested to go through the prevalent Standard General terms and conditions of Conditions of contract of ECL for civil contracts, which is available in the office of the undersigned.
17. Matters relating to any dispute or differences arising out of this tender and subsequent contracts awarded based on this NIQ shall be subject to the jurisdiction of \_\_\_\_\_ Court.
18. The Company does not bind itself to accept the lowest offer and reserves the right to reject any or all the offers without assigning any reasons whatsoever and also to split up the work between two or more bidders, at its sole discretion.
19. The Company reserves the right to postpone the date of receipt and opening of quotation or to cancel the bid without assigning any reason whatsoever.

20. The work shall not be sublet to any other party, unless approved by Engineer-in-Charge, in writing. Prior permission is required to be taken from the company for engagement of sub-contractor in part work/piece rated work.
21. The decisions of ECL in awarding the work shall be final and cannot be subject to arbitration.

22. **Taxes and Duties:**

All duties, taxes (excluding Goods and Services Tax and GST Compensation Cess (If applicable) only) and other levies, royalty, building and construction workers cess (as applicable in States), whether local, municipal, provincial or central pertaining to the contract payable by the bidder/Contractor under the Contract (during the entire period of 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, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

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

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

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. CIL/Subsidiary) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of 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 bill/invoice. In case of unregistered dealer/bidder, GST, if applicable will be deposited by CIL/Subsidiary directly to concerned authorities in terms with GST provisions.

Input tax credit is to be availed by CIL/subsidiary as per rule.

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

**23. Procurement from Micro and Small Enterprises (MSEs) (APPLICABLE FOR SERVICE NATURE OF QUOTATIONS)**

- i) Subject to meeting terms and conditions stated in the NIQ including but not limiting to prequalification criteria, 25% of the work will be awarded to MSE as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) for the tendered work/item. Where the quotationed work can be split, MSE quoting a price within a price band of L1 + 15% shall be awarded at least 25% of total quotationed work provided they match L1 price. In case the quotationed 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 quotation shall be given first to MSE who has quoted lowest rate among the MSEs and the total job shall be awarded to them after matching the L-1 price of the quotation. If the MSE who have quoted lowest rate among the MSEs in the price band of L1 + 15% do not agree to match the rate of L1 of the quotation, then the MSE with next higher quoted rate in the price band of L1 + 15% shall be given chance to match the rate of L1 for award of the complete job. This process to be repeated in till work is awarded to MSE or MSE bidders are exhausted.
- iii) Out of the 25% target of annual procurement from micro and small enterprises 3(three) percent shall be earmarked for procurement from micro and small enterprises owned by women. In the event of failure of such MSEs to participate in the quotation process or meet the NIQ 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 quotation process or meet the NIQ requirements and L1 price, four percent sub-target so earmarked shall be met from other MSEs.
- v) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority must be submitted by the bidder in addition to certificate of registration with anyone of the agencies mentioned in paragraph (I) above. The bidder shall be responsible to furnish necessary documentary evidence for enabling CIL/ Subsidiary to ascertain that the MSE is owned by SC/ST. MSE owned by SC/ST is defined as:
  - In case of proprietary MSE, proprietor(s) shall be SC /ST
  - In case of partnership MSE, The SC/ST partners shall be holding at least 51% shares in the enterprise.
  - In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
  - In case of Public Limited Companies, at least 51% share shall be held by SC/ST entrepreneurs at any given point of time.
- vi) Classification of Micro and Small Enterprise are as under:

- a. Micro Enterprise –Enterprise where the investment in plant and machinery or equipment does not exceed one crore Rupees and turnover does not exceed five core rupees.
  - b. Small Enterprise- Enterprise where the investment in plant and machinery or equipment does not exceed ten crore Rupees and turnover does not exceed fifty core rupees.
- vii) The MSEs should be registered with District Industries Centers (DICs)/ Khadi & Village Industries Commission (KVIC)/ Khadi & Village Industries Board (KVIB)/ Coir Board/ NSIC/ Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) are eligible for availing benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 as amended from time to time.
- viii) The MSEs are required to submit copy of documentary evidence, issued by their registering authority whether they are small enterprise or micro enterprise as per provisions of Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 with latest guidelines/clarifications provided by MoMSME.
- ix) The existing MSE enterprises registered prior to 30th June 2020, shall continue to be valid for a period up to 31.03.2021 only. Mandatorily bidders need to have “Udyam Registration Certificate” after 31.03.2021 for availing benefits under the Public Procurement Policy for Micro and Small Enterprise (MSEs) Order, 2012 as amended from time to time.
- x) If MSE Bidder withdraws his offers after last date of bid submission or fails to sign the Agreement or commence the work as per Conditions of Contract then such Bidder shall be banned for a minimum period of 1(One) year in line with provisions of Banning of Business.

**24. 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:**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as per details given in Annexure-XV)
- II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in 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 herein before, 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” 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:**

(a) The intending bidders must submit "Certificate" as per the format given at **Annexure-I** in compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to "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"

**AND**

(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.

Regarding registration with Competent Authority, Annexure-II may please be referred. Regarding exclusion from restriction, Annexure-III may please be referred.

**General Manager  
Satgram-Sripur Area**

**DISTRIBUTION:-**

1. T.S to CVO, ECL HQ
2. GM (System), ECL.
3. GM, Satgram-Sripur Area.
4. Project Officer, Bhanora West Block Colliery.
5. Area Finance Manager, Satgram-Sripur Area.
6. Notice Board.