

CIL's response on the clarifications /queries sought against e-tender no. CIL/CIVIL/RH-24/2023-24/1293 DATED:-12.06.2023 for the work of 'Annual Operation and Maintenance (Civil & Electrical works) of Office Building and Residential Complex including Providing Facility Management Services for Coal India Office and Residential Complex at New Town, Rajarhat, Kolkata-700156 (for period of two years)'.

A pre-bid meeting was held on 16.06.2023 at 11 AM through Video Conferencing in accordance to Clause no. 4 of Notice Inviting Tender and corrigendum published in this regard on the portal. A number of bidders have participated in the pre-bid meeting and put forward their queries. All the queries asked by them were of clarificatory in nature which were clarified by CIL in the pre-bid meeting. As per Clause no. 4 of Notice Inviting Tender, the CIL shall circulate proceedings of the pre-bid meeting, if held. Accordingly, the proceedings is being uploaded without disclosing the name number of bidder. The proceedings of pre-bidding is as below:

Sl.No.	Reference Clause	Tender Terms(Relevant portion of reference is reproduced)/Clauses reference	Clarification sought by Prospective Bidders	CIL's Clarification/Response
1	Clause No. 8(A) of Notice Inviting Tender, Page 6-7	<p><u>Work Experience (Not Applicable for tenders with ECV below Rs.50 lakhs):</u> The Bidder must have experience of works (includes completed / ongoing) of similar nature valuing 50 % of the annualized estimated value of the work put to tender (for period of completion over 1 year) / 50 % of the estimated value of the work (for completion period up to one year) put to Tender in any year (consecutive 365 days) during last 7(seven) years ending last day of month previous to the one in which bid applications are invited.</p> <p>“Annualised value” of the work shall be calculated as the “Estimated value/Period of completion in Days x 365”.</p> <p>The value of executed works shall be given a simple weightage to bring them at current price level by adding 5% for each completed year (total number of days/365) after the end date of experience till the last day of month previous to one in which e-Tender has been invited.</p> <p>The above qualification criteria shall be met collectively by JV partners or JV itself.</p> <p>The qualifying criteria parameter e.g., Work Experience of the individual partners of the J.V will be added together towards fulfillment of qualification criteria related to experience.</p> <p><u>The definition of similar work shall be as follows:</u> “Day to Day Operation, Maintenance and Facility Management services of high-rise building(s) having minimum 500 TR Central HVAC System,</p>	<ol style="list-style-type: none"> Whether multiple experience certificates can be submitted to fulfil the work experience criteria. Whether experience of bidder can be inclusive of GST. 	It will be dealt as per clause No. 8(A) of Notice Inviting Tender. Submission of multiple experience certificates is allowed. The executed value of work by the bidder will be considered as experience of bidder.

		Firefighting System and Integrated Building Management System (IBMS)"		
2	Clause No. 3 of Notice Inviting Tender, Page 5	<p>3. Earnest Money Deposit(EMD):</p> <p>The bidder will have to make the payment of EMD through ONLINE mode only.</p> <p>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).</p> <p>NET-BANKING: In case of payment through net-banking the money will be immediately transferred to CIL/ Subsidiary's designated Account.</p> <p>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 CIL/ Subsidiary account before submission of bid.</p> <p>3.1.1 The Bidder will be allowed to submit his/her/their bid only when the EMD is successfully received in CIL/ Subsidiary's designated account and the information flows from Bank to e-Procurement system.</p> <p>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 CIL/ Subsidiary 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.</p>	Whether EMD exemption applicable to MSE bidder.	No exemption of EMD to MSE bidder is applicable in this tender as it is "Works" Tender.
3	Clause 9(b) of Notice Inviting Tender, Page 13-14	<p><u>System for decision of L1 bidder</u></p> <p>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:-</p>	How price bid will be evaluated?	<p>It will be dealt as per clause 9(b) of Notice Inviting Tender.</p> <p>In this clause, the sub-title "a. Letter of Bid (LoB):"</p>

		<p>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 CIL/ Subsidiary 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. 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 tenderers shall have no condition. The Price Bid which is incomplete and not submitted as per instruction given above is liable for rejection.</p> <p>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 CIL/ Subsidiary taken by the system will be ignored to decide the L1 i.e the ranking of the Bidders will be decided based on rates quoted by the bidders 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 tenderers shall have no condition. The Price Bid which is incomplete and not submitted as per instruction given above is liable for rejection.</p>		<p>shall be read as “c. Letter of Bid (LoB):” and the sub-title “b. Price bid:” shall be read as “d. Price bid:”.</p>
4	Clause 12(d) of Special Terms and Conditions, Page 112-115	<p>The contractor shall also pay the contractual workers, the arrears of employer’s contribution of EPF/CMPF, ESI, National Holidays (if any) and Bonus component arising due to statutory increase/decrease/revision of minimum rates of wages. However, this arrear component of employer’s contribution of EPF/CMPF, ESI and Bonus shall NOT be taken into consideration during computation of “wage escalation-de-escalation bill”. Hence, the bidder must take this into cognizance and accordingly quote the rates.</p>	Whether EPF, ESI and Bonus will be reimbursed to the contractor?	It will be dealt as per Clause 12(d) of Special Terms and Conditions.

5	Clause 12(b) and clause 12(d) of Special Terms and Conditions (page 111)	<p>Clause 12(b) of Special Terms and Conditions (page 111): This computation of “wage escalation/de-escalation bill” shall be applicable only for the following Items of the Bill of Quantities:</p> <p>1. Part : A (Office Complex) : Part : I : Item No. 1 (1.01 to 1.03), Item No.2 (2.01 to 2.11) and Item No.3 (3.01 to 3.06)</p> <p>2. Part : B (Residential Complex) : Part : I : Item No.1 (1.01 to 1.04), Item No.2, and Part IV : Item No.28.01.</p>	1. Carpenter considered for residential complex is not mentioned in the tender document where it there in the BoQ.	It will be dealt as per BoQ. In clause 12(b) of Special Terms and Conditions, there is mention of carpenter for residential complex (i.e. item no. 1.04). However, it was inadvertently not mentioned in table 13.1 provided at pages 112 to 115. The Category of Carpenter and duties for residential complex will be same as carpenter considered for office complex (Item No. 2.04, Page 112)
6	Table 13.1, Clause 12 of Special Terms and Conditions, page 112 to 115 and item no. 28.01 of Bill of Quantities/price bid for residential complex.	Refer table 13.1 provided at pages 112 to 115 and item no. 28.01 of Bill of Quantities/price bid for residential complex.	The number of Gardener for residential complex mentioned in tender document is 11 whereas as per BoQ it is 12. Also, the number of locations mentioned in tender document for deployment of gardener is 12.	Number of Gardener for residential complex shall be 12 as mentioned in BOQ. At table 13.1, Quantity Gardener is inadvertently mentioned as 11(page 114) and the same has be read as 12.

7	Table 13.1 Clause 12 of Special Terms and Conditions, pages 112 to 115 and item no. 1.03 of Bill of Quantities/price bid for office complex.	Refer table 13.1 provided at pages 112 to 115 and item no. 1.03 of Bill of Quantities/price bid for office complex.	In table 13.1 provided in Special Terms and Conditions, the Category of worker for (item no. 1.03 of office complex BoQ) "Service Response Desk Executive" is mentioned as Highly skilled whereas as per the price considered in BOQ, Category of worker of "Service Response Desk Executive" is skilled.	As per estimated rate considered in Office complex BoQ for "Service Response Desk Executive" the Category of worker shall be skilled. In table 13.1 the same has been inadvertently mentioned as Highly skilled and same shall be read as Skilled.
8	Clause 8(E) of Notice Inviting Tender, Page 8 to 10 and Annexure II, page 140-142	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.	Whether certificate of Chartered accountant is required for local content with respect to clause 8(E) of Notice Inviting Tender?	It will be dealt as per Clause 8(E) of Notice Inviting Tender and as per Annexure III.
9	Page 144 & 145-146	Refer Annexure V and Annexure VI provided as page 144 & 145-146.	Whether Annexure V and Annexure VI need to be submitted along with bid?	Annexure V and Annexure VI are not required to be submitted along with bid/offer.
10	Clause 33 of Notice Inviting Tender, page 24 and Clause 1 (Page 107-110) & 9 (Page 110-111) of Special	Refer clause 33 of Notice Inviting Tender provided at page 24. Refer Clause 1 (Page 107-110) of Special Terms and Conditions and Refer Clause 9 (Page 110-111) of Special Terms and Conditions.	Whether subletting/sub-contracting of work is allowed?	It will be dealt as per clause 33 of Notice Inviting Tender and Clause 1 & 9 of Special Terms and Conditions.

	Terms and Conditions.			
11			Whether new manpower can be deployed or existing manpower shall continue.	Services shall be as mentioned in Bill of Quantities/Price bid and tender document.
12	Bill of Quantities/Price Bid.	Refer Bill of Quantities/Price Bid	What is the meaning of "MON" in the unit column of BoQ.	It means Month/monthly/Per Month. The same has been mentioned in Table 13.1 of Special Terms and Conditions at page 112 to 115.
13	Clause 8 of Special Terms and Conditions, Page 110	Duration of service shall be of 9 hours for each individual worker for a single shift (including rest hour).In this regard, the contractor shall ensure that rest hour shall be kept in a staggered fashion so as to ensure smooth and uninterrupted operation of services.	What will be the work hours of contractual workers?	It shall be as per clause 8 of Special Terms and Conditions.
14	Clause 24 of Special Terms and Conditions, Page 117	Frequency of bill-submission by the contractor shall be 'Once-in-a month'. Contractor cannot withheld payment of the manpower on the plea that CIL has not yet paid monthly bill of the contractor.	Whether there will be monthly billing?	It shall be as per clause 24 of Special Terms and Conditions.

15	Clause 11 of Special Terms and Conditions, Page 111	<p>The minimum rates of wages issued from Office of the Chief Labour Commissioner(C), New Delhi, Ministry of Labour & Employment, Government of India (for Industrial Workers) for employees employed in “Construction or maintenance of roads or runways or in building operations including laying down underground electric, wireless, radio, television, telephone, telegraph and overseas communication cables and similar other underground cabling work, electric lines, water supply lines and sewerage pipe lines” for “A Area” shall be applicable to this contract and the agency shall abide these regulations on this contract. The category of workers and duties (i.e., Mandays) per month shall be as defined in Table 13.1. The statutory increase/decrease/revision of minimum rates of wages shall be paid to the contractor in accordance with the notification issued by Government of India, in the form of “wage escalation/de-escalation bill”. This shall be payable to the contractor only on submission of proof of payment of wages to the manpower engaged by the contractor as per the statutory increase/decrease/revision of minimum rates of wages (as already brought out above). The estimated cost includes the employer’s contribution of EPF and ESI, and Bonus (as per eligibility). Hence, these components are not reimbursable. The modus operandi for computation of “wage escalation/de-escalation bill” shall be as explained in Clause 13 below.</p>	Whether contractual workers need to be paid Central minimum wages or State minimum wages?	It shall be as per clause 11 of Special Terms and Conditions.
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16	Clause 9(b) of Notice Inviting Tender, Page 13-14 and Clause 12.3 of Instruction to Bidder (ITB), Page 33	<p>Clause 9(b) of Notice Inviting Tender, Page 13-14:</p> <p>Price bid: The Price bid containing the Bill of Quantity will be in Excel format and will be downloaded by the bidder and bidder will quote the rates for all items on this Excel file.</p> <p>Clause 12.3 of Instruction to Bidder (ITB), Page 33:</p> <p>12.2 The Bidder shall fill-in rates and prices for all items of the works described in the Bill of Quantities in the sheet named "BoQ1" only.</p>	Whether there is any limit for price quoting in BoQ ?	<p>No. It shall be as per clause 9(b) of Notice Inviting Tender and clause 12.3 of Instruction to Bidder (ITB)</p> <p>In this clause, the sub-title "a. Letter of Bid (LoB):" shall be read as "c. Letter of Bid (LoB):" and the sub-title "b. Price bid:" shall be read as "d. Price bid:".</p>
17	Clause 5.10 of General Terms and Conditions, Page 73-74	<p>5.10 Extension of AMC contracts (<i>applicable only for AMC contracts</i>)-</p> <p>The AMC Contracts shall be normally for two years or as specified in the NIT from the date of commencement. However, in exceptional cases of exigencies, CIL/Subsidiary reserves the right to <i>Extend the Contract</i> for a period of 30% of the contract period as specified in NIT or for a period of 08 months, whichever is lesser after due appraisal of performance at the end of the Contract on the same terms and conditions.</p>	Whether there extension of contract provision in the Tender Document?	It is as per clause 5.10 of General Terms and Conditions, page

Note: As per Clause 2 of e-Tender Notice, the bidders may seek online clarification through e-procurement portal of CIL till 27.06.2023 (up to 17.00 hours IST)