

नार्थ ईस्टर्न कोल फील्ड्स
कोल इण्डिया लिमिटेड (महाराजकम्पनी)
अभिकर्ता कार्यालय
टिकक कोलियरी, 786182 (असम)
फोन - 03751 - 293418
ईपिबिऍक्स 03751 - 225660
फैक्स - 03751 - 220354
ई. मेल - tikak_colliery@yahoo.com



NORTH EASTERN COALFIELDS
COAL INDIA LIMITED
(A Maharatna PSU under MoC)
Office of the Agent
Tikak Colliery - 786182, (Assam)
Phone - 03751 - 293418
EPABX - 03751 - 225660
Fax - (03751) - 220354
E-mail: tikak_colliery@yahoo.com

Quotation No: TKK/04/1539/2024

Date: 13/08/2024

Quotation Notice

Sealed Quotations are hereby invited from the experienced, interested parties/agencies for the work of "**Trimming of Trees below LT and HT Over Head lines at Tikak Colliery.**"

1. Quotation Details: -

Name of Work	:	Trimming of Trees below LT and HT Over Head lines at Tikak Colliery.
Estimated Cost put to tender (including Taxes)	:	Rs. 98616.00/-
Period of Contract	:	14 Days
Earnest Money	:	Rs. 1250.00
Location of Work	:	Tikak Colliery

2. Important Dates: -

Sr. No.	Particulars	Dates
1	Start Date for downloading/collecting Quotation Document	13/08/2024 (10:00 AM)
2	Last Date for downloading/collecting Quotation Document	19/08/2024 (10:00 AM)
3	Start Date for Submission of Bids	13/08/2024 (10:30 AM)
4	Last Date for Submission of Bids	19/08/2024 (12:30 PM)
5	Date of Opening of Bids	19/08/2024 (04:00 PM)

The quotation documents can be collected from the office of the Agent, Tikak Colliery, NEC, Margherita, Assam

3. Important Details and Instructions: -

l) Sealed filled up quotations in Single Part will be received in the Office of **The Agent, Tikak Colliery, NEC** in the aforementioned time period along with the following documents: -

- i. Copy of PAN Card duly attested (with signature and seal) by the bidding agency.
- ii. The bidder is required to select his relevant Goods and Service Tax Status (one of the three) from the following and submit the required document(s): -

SL No.	Goods and Service Tax Status	Document Required to be Submitted	Tick (✓) any ONE of the three
1.	GST Registered Bidder under regular scheme	Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India, duly attested (with signature and seal) by the bidding agency	
2.	GST Registered Bidder under composition scheme	Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.	
3.	GST Unregistered Bidder/Dealer	Document: A Certificate having 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.	

- iii. Earnest Money of Rs. **1250.00** in the form of Banker's Cheque/Demand Draft drawn from a scheduled bank in favour of Coal India Limited payable at Margherita or Cash deposit receipt from Cash Department of NEC-CIL- Margherita
 - iv. All the documents submitted should be sealed and signed by the bidder or his authorized representative. In case the authorized representative is signing documents/submitted bid, then an Authorization Letter to that effect has to be submitted along with the bid.
 - v. If the bidder is unsuccessful, then the EMD deposited by the bidder will be electronically refunded. For this purpose, the bidders are also required to fill and submit the Bank Mandate (enclosed).
 - vi. Price Bid as per the instructions stipulated below.
 - vii. Quotations will be received at the following address only before the deadline for bid submission: - **The Agent, Tikak Colliery, NEC, Margherita-786182**
 - viii. It is the responsibility of the bidder to ensure that the bid is received in the **The Agent, Tikak Colliery, NEC, Margherita-786182** before the last date (and time) of bid submission, failing which the bid will be considered invalid.
- l) In Quotation Notice (below Rs. 2 lakhs) bid shall be submitted in the following manner:- Envelope/ cover shall contain the following duly stamped and signed –
- a) The earnest money,
 - b) PAN details
 - c) Document to support GST status of bidder
 - d) Valid Trade License, if required
 - e) Power of Attorney, as applicable
 - f) Valid Electrical Contractor License along with Valid Supervisory license, both issued by electrical licensing board, Govt of Assam, must be available with the bidder and the same to be uploaded along with Bid documents.
 - g) Bid document duly signed
 - h) BOQ duly filled in.
 - i) Valid MSE Certificate (if available) to avail EMD exemption and other purchase preference.

The envelope/ covers shall be sealed and submitted by the bidder. The envelope/ cover shall indicate the name of the work, name of the bidder along with the address, reference Tender Notice No., Contact Number and E-mail ID.

The evaluation of quotations received shall be done in line with evaluation done in Single cover system. The evaluation will be done based on the documents submitted by the bidder along with his bid and no clarification shall be sought from bidders.

- III) It is the responsibility of the bidder to ensure that the bid is received in the **The Agent, Tikak Colliery, NEC, Margherita-786182** within the deadline for bid submission. The sealed quotations will be opened on the scheduled date in the presence of the bidders or their authorized representatives who choose to be present.
- IV) Bids determined to be substantially responsive will be checked by the employer for any arithmetical errors. Errors will be corrected by the employer as follows:
- a. In case of discrepancy in rates between description in words and figures, the rate which corresponds to the amount worked out by the contractor shall be taken as correct.
 - b. In case of discrepancy in amount quoted by the contractor due to calculation mistakes of the unit rates and quantity, the unit rate shall be regarded as firm and amount corrected.
 - c. When the amount of an item is not worked out by the contractor or if it does not correspond with the rates written either in figures or words, then the rates quoted by the contractor in words shall be taken as correct.
 - d. Discrepancy in totalling or carry forward in the amount quoted by the contractor shall be corrected.
- V) After checking for calculation errors, the documents submitted by L-1 bidder as enlisted in the NIQ will be put up to the Tender Committee. The tender Committee will examine the documents. In case the L-1 bidder submits requisite documents as per NIQ, then the bidder will be considered eligible for award of Contract.

In case the L-1 bidder fails to submit requisite documents as per NIQ which changes the eligibility status of the bidder, then his bid shall be rejected and EMD of L-1 bidder will be forfeited
In case the L1 bidder is technically eligible but rejection is due to high rate quoted by him/her then the quotation notice shall be cancelled and re-invited.

In case the L1 bidder is rejected due to noncompliance of documents then the L2 bidder will become L-1 bidder and documents of this bidder shall be evaluated by TC and the above process shall be repeated. The process shall be repeated till the work is either awarded or all the eligible bidders are exhausted.

In case none of the bidder comply the technical requirement, then re-tender will be done (with the same or different quantity, as per the instant requirement).

It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents.

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 CIL/Subsidiary.

- VI) The price bid must be carefully filled in by the bidder. All duties, taxes (excluding Goods and Services Tax (GST) & GST Compensation Cess (if applicable) only) and other levies, royalty, building and construction workers cess (as applicable in States) payable by the bidder/Contractor under the Contract, or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. The Rates must be quoted against each item in words as well as figures. Any kind of cutting and overwriting should be avoided. In case of any discrepancy in the Quoted Rate in Words and in Figures, the one mentioned in Words shall be considered as final. Hence, bidders must fill in the Price Bid very carefully. The Price Bid should also contain Name of Agency, Address, Signature and Seal of the Agency failing which the Price Bid will be considered invalid.

The L-1 will be decided based on "COST TO COMPANY"

Applicable GST, if any, either payable by bidder or by company under reverse charge mechanism shall be applicable.

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, 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 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.

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 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, if any.

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.

The participating agencies are hereby advised to keep checking the website <http://www.neccoal.co.in> for any corrigenda issued in respect of this Notice Inviting Quotation, extension in Document Download Dates, Bid Submission Dates and Date of Bid Opening, etc., to keep themselves updated.

VII) Security Deposit shall consist of two parts:

- a) EMD of successful bidder submitted during submission of bid shall be treated as Performance Security AND
- b) Retention Money to be recovered from running bills. The security deposit shall bear no interest. Performance Security should be refunded within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects).

All running on account bills shall be paid at 95% (ninety-five percent) of work value. The balance 5% shall be treated as retention money and will be second part of security deposit.

Retention Money should be refunded after issue of No Defect Certificate.

The Company shall be at liberty to deduct/appropriate from the security deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the security deposit shall have to be restored by further deduction from the contractors subsequent on account running bills, if any.

REFUND OF SECURITY DEPOSIT: The refund of security deposit shall be subject to company's right to deduct/appropriate its due against the contractor under this contract or under any other contract.

On completion of the entire work and issue of defect liability certificate (taking over certificate with a list of defects) by the Engineer-in-charge, one half of the security deposit remaining with the company (Performance Security) shall be refunded as elaborated above.

The other half (Retention Money) shall be refunded to the contractor after issue of No Defect Certificate by the Engineer-in-Charge on the expiry of Defect Liability Period of six months, subject to the following conditions:

- a) Any defect/defects in the work, if detected after issue of defect liability certificate (Taking over certificate with list of defects) is/are rectified to the satisfaction of the Engineer-in-Charge within the said defect liability period of six months or on its due extension till completion of the rectification works as required.
- b) In the case of building work or other work of similar nature, the refund shall be made on the expiry of the said six months period or at the end of one full monsoon period i.e. June to September, whichever is later in point of time and any defects such as leakages in roof, effloresces in walls, dampness, defects in drainage etc. should be rectified to the satisfaction of Engineer-in-Charge.

NB: In case of Maintenance contracts, that ends with successful completion of work, where question of Defect Liability Period does not arise (e.g. sweeping / cleaning, horticulture, tank cleaning, jungle cutting, grass cutting, surface dressing etc.), the performance security and retention money (second part of bid security) can be released simultaneously after completion of work and taking over by department.

VIII) Bid Validity: The Bid Validity Period will be 120 (one hundred twenty) days from the end date of bid submission. The validity period of tender shall be decided based on the final end date of submission of bids.

IX) Provisions for dealing with variations in respect of Abnormally High Rate (AHR) and Abnormally Low Rate (ALR) items:

- X) The abnormally high rate items are those whose quoted rates are more than 20% of the justified rates decided by the owner.
The abnormally low rate items are those whose quoted rates are less than 20% of the justified rates decided by the owner.

XI) Procurement from Micro and Small Enterprises (MSEs) (APPLICABLE FOR NATURE OF SERVICE TENDERS)

- 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 MSE Procurement Policy issued by 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 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 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 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 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 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 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. Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy.
- 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. 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 debarred for a minimum period of 1(One) year in line with provisions of Guidelines on Debarment of firms from Bidding.
4. Penal Clauses/Recovery of Damages: -
- i. The work shall be started within 10 days of issue of work order or 7th day of handing over of the site whichever is later.
 - ii. In case of failure to complete the work on or before the scheduled date of completion, compensation shall be payable @ 0.5% of contract price/revised contract price whichever is less per week of delay. The total value of such compensation shall not exceed 10% of awarded value/revised completion value whichever is lower.
 - iii. In case of failure to start the work within stipulated time, the company shall be at liberty by giving 15 days' notice in writing to start the work, failing which to forfeit the earnest money deposited by the bidder and to rescind the work order. Additionally, the bidder will be debarred from participating in future tenders for a minimum period of 12 months.

Enclosed: 1. Annexure-1 (Price Bid)

2. Annexure-2 (Mandate Form for electronic Fund Transfer)

13/8/24
अभिकर्ता /AGENT
Agent
Tikak Colliery
Tikak Colliery
13/8/24