

भूमि एवं राजस्व का कार्यालय
OFFICE OF THE LAND & REVENUE DEPTT.
नार्थईस्टर्नकोलफील्ड्स/ NORTH EASTERN COALFIELDS
कोलइंडियालिमिटेड / COAL INDIA LIMITED
मार्घेरिता, असम / MARGHERITA, ASSAM

Quotation No: NEC/L&R/24/1123

दिनांक/Date: 01.10.2024

कोटेशन सूचना / QUOTATION NOTICE

No. NEC/L&R/24/1123

Date: 01.10.2024

Sealed item rate quotations in single part are hereby invited from the experienced, interested parties / agencies for the work as detailed below:-

1. Quotation details :

Name of the work: License fee collection and keeping the (i) Baragolai Daily Bazaar; (ii) Ledo Daily cum Weekly Bazaar; and (iii) Itakhola Ledo Bi-Weekly Bazar in Neat and Clean condition including the cleaning of drains/ spreading of Cinders/ Bleaching Powder in and around the market area from time to time

Estimate cost put to tender
(including GST) : Rs.1,99,308.00

Period of work : 12 Month (one years).

Earnest Money : Rs. 2,500.00

Location of work : (i) Baragolai Daily Bazaar; (ii) Ledo Daily cum Weekly Bazaar; and (iii) Itakhola-Ledo Bi-Weekly Bazaar.

2. Important Dates :

Sl. No.	Particulars	Date & Time
1.	Start date for downloading / collecting quotation document	03.10.2024 from 10.00 AM onwards
2.	Last date for downloading / collecting quotation document	10.10.2024 upto 17.00 PM
3.	Start date of submission of bids	03.10.2024 from 14.00 PM
4.	Last date for submission of bids	11.10.2024 upto 17.00 PM
5.	Date of opening of bids	14.10.2024 at 10.30 AM

The quotation documents can be downloaded from the NEC website <https://neccoal.co.in> or collected from Land & Revenue Department, NEC, CIL, Margherita, Assam.

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3. Important details and instructions:-

I) Sealed filled-up quotations in single part will be received in the prescribed quotation box placed in the Office of the Staff Officer (L&R), Land & Revenue Deptt, NEC, CIL, Margherita 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 documents :-

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, duly attested (with signature and seal) by the bidding agency	
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 duly attested (with signature and seal) by the bidding agency	

iii. Earnest money of Rs.2,500.00 in the form of Banker's Cheque / Demand draft drawn from a scheduled bank in favour of Coal India Limited payable at Margherita or through NEFT at the following bank details:

Name of the Account Holder: COAL INDIA LIMITED, Account No: 0018050012856, IFS Code: PUNB0001820, PUNJAB NATIONAL BANK, P.O: Margherita, Dist: Tinsukia, Assam.

(Note: If EMD deposited through NEFT then Payment acknowledgement receipt of the same should be submitted along with the quotation.)

Note: Micro and Small Enterprises (MSEs) as defined in the MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) are exempted from submission of EMD, for which they have to submit Udyam Registration Certificate (**Applicable for Service tenders**)

iv. Quotation Inviting Notice documents as downloaded from CIL/Subsidiary website duly attested (with signature and seal) by the bidding agency as token of acceptance of Terms & Conditions and same shall be submitted alongwith the bid.

v. All the documents submitted should be sealed and signed by the bidder or his authorized representative. In case the authorized representative is signing documents/submitting bid, then an Authorization Letter to that effect has to be submitted along with the bid.

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vi. 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).

vii. Price Bid as per the instructions stipulated below.

viii. Quotations will be shall be dropped in person in the prescribed quotation box placed at the following address only before the deadline for bid submission:-

It is the responsibility of the bidder to ensure that the bid is received in the prescribed quotation box in the office of the Staff Officer (L&R), North Eastern Coalfields, Coal India Limited, Margherita before the last date (and time) of bid submission, failing which the bid will be considered invalid.

II) 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/Valid EMD exemption document (as applicable)
- b) PAN details
- c) Document to support GST status of bidder
- d) Valid Trade License, if required
- e) Power of Attorney, as applicable
- f) Bid document duly signed
- g) BOQ duly filled in.

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.

Quotation without earnest money or valid EMD exemption document (as applicable) shall be rejected.

III) It is the responsibility of the bidder to ensure that the bid is received in the office of the Staff Officer (L&R), Land & Revenue Department, North Eastern Coalfields, Coal India Limited, Margherita 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 totaling or carry forward in the amount quoted by the contractor shall be corrected.

V) After checking for calculation errors, the documents submitted by H-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 H-1 bidder submits requisite documents as per NIQ, then the bidder will be considered eligible for award of Contract.

In case the H-1 bidder fails to comply the eligibility requirement as per NIQ, then his bid shall be rejected and EMD of H-1 bidder will be forfeited. The quotation notice shall be cancelled and re-invited.

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In case the H-1 bidder is technically eligible but rejection is due to low rate quoted by him/her then the quotation notice shall be cancelled and re-invited.

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

If H-1 bidder backs out (i.e. Techno commercially established H-1 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 H-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 and penalty, 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.

VII) The participating agencies are hereby advised to keep checking the websites <https://neccoal.co.in> i.e., Coal India/ Subsidiary Website) and www.eprocure.gov.in (i.e., Central Public Procurement Portal) 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.

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VIII) 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 month's 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.

IX) 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.

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

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

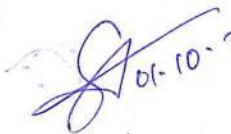
The abnormally low rate items are those whose quoted rates are less than 20% of the justified rates decided by the owner.

In case of Item Rate Tenders, the revision of rates for (i) abnormally high rate items and (ii) abnormally low rate items, shall become operative under the following circumstances: -

For increase in quantity of more than 25% in respect of works executed below plinth level and 10% in respect of works executed above plinth level.

Quantity variation beyond the limit mentioned above shall be dealt by arriving at new rate based on prevalent market rate of materials and labour analyzed as per standard analysis of rate of CPWD/NBO. Payment of extra quantity over the permitted quantity as explained above would be made on the basis of the new analyzed rate.

The variation in quantity of abnormally low rate items for item rate tenders shall not be permitted below 25% for the items below plinth level and below 10% for the items above plinth level of the agreed schedule quantity,

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but in exceptional cases with written consent of Engineer-in-Charge arising out of technical necessity.

The above provisions shall be applicable for item rate tenders only and not applicable for percentage rate tenders for works based on standard schedule of rates of the company.

For the purpose of operation, the following works shall be treated as works related to foundation, unless otherwise defined in the contract:

- a) For Buildings: All works up to 1.2 meters above ground level or up to floor 1 level whichever is lower.
- b) For abutments, piers and well staining: All works up to 1.2m above the bed level.
- c) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs / tanks and other elevated structures: all works up to 1.2 meters above the ground level.
- d) For reservoirs / tanks (other than overhead reservoirs / tanks): All works up to 1.2 meters above the ground level.
- e) For basement: all works up to 1.2m above ground level or up to floor 1 level whichever is lower.
- f) For Roads, all items of excavation and filling including treatment of sub base.

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 H-1 + 15% shall be awarded at least 25% of total tendered work provided they match H-1 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 H-1 + 15% and they match the H-1 price.

ii) In case of more than one such MSEs are in the price band of H-1 + 15% and matches the H-1 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 H-1 rate of the tender shall be given first to MSE who has quoted highest rate among the MSEs and the total job shall be awarded to them after matching the H-1 price of the tender, in case the H-1 is other than MSE. If MSE is a H-1 bidder, full work will be awarded to such bidder. If the MSE who have quoted highest rate among the MSEs in the price band of H-1 + 15% do not agree to match the rate of H-1 of the tender, then the MSE with next higher quoted rate in the price band of H-1 + 15% shall be given chance to match the rate of H-1 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 H-1 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 H-1 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

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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.

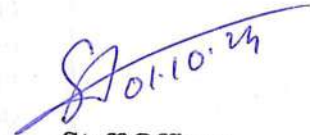
ii. In case of failure to complete the work on or before the scheduled date of completion, compensation shall be payable @ 0.5% of contract price/revised contract price whichever is less per week of delay. The total value of such compensation shall not exceed 10% of awarded value/revised completion value 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.

5. The tenderer shall have to ensure implementation of CMPF/EPF, if applicable, in respect of the workers deployed by him. Payable statutory payments like PF & ESI contributions paid to the contract workers as applicable shall be reimbursed to the contractor on production of proof of payment limited to the maximum likely number of workmen to be deployed as indicated in the quotation document.

6. CIL/Subsidiary reserves its right to accept or reject any or all the quotations without assigning any reason whatsoever or to distribute the work amongst the bidders.

Note: BoQ/ Price Bid Format, Agreement, Declaration and Bank Mandate format is enclosed herewith.



**Staff Officer
(Land & Revenue),
North Eastern Coalfields,
Coal India Limited,
Margherita, Assam.**

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are also acceptable to the company. The Quotationers are requested not to quote any further additional conditions in the Quotation.

1. Mobilization Advance: NOT APPLICABLE FOR THIS Quotation

2. Application of Price Variation Clause

If the prices of materials (not being the materials supplied at fixed issue rates by the company) and wages of labour required for execution of the work increase or decrease, the contractor shall be compensated for such increase or recoveries will be made from the bills for such decrease as per provisions detailed hereafter:







2.1 Escalation/ De-escalation for Labour: NOT APPLICABLE FOR THIS Quotation

2.2 Escalation /De-escalation on Materials: NOT APPLICABLE FOR THIS Quotation

2.3 Escalation/ De-escalation on POL: NOT APPLICABLE FOR THIS Quotation

3. Security Deposit

- 3.1 The successful Quotationer on being intimated of acceptance of the Quotation will have to deposit an amount equal to **1/12th** of the total annual (**Twelve months**) awarded value in advance within 21 days of issuance of Letter of Acceptance (LOA) for License Fee collection of Ledo Town weekly cum daily Bazar, Itakhola Bi-weekly Bazar and Baragolai daily Bazar by cash and no interest is payable on such Security Deposit by the Company.
- 3.2 The Company shall be at liberty to deduct/appropriate amount 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 the contractor subsequently.
- 3.3 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.
- 3.4 On completion of the entire work and issue of satisfactory completion certificate by the Nominated Officer, the security deposit remaining with the company shall be refunded.

4. Monthly Haat-Fee Collection/ Deposit

- 4.1 The contractor will have to deposit the monthly collection within the **4th (Fourth) day** of the subsequent month to the Land & Revenue department of NEC/CIL who will issue an official receipt for the same. If the **4th** day of the month is a holiday, the payment will have to be made on the next working day.
- 4.2 In event, the contractor default to deposit the monthly contractual amount within the appointed day [**4th (fourth) day of the subsequent month**], the contractor shall be liable to pay a penalty, without prejudice to any other right or remedy, at the simple rate of **5% (five percent)** of the monthly amount per day or per diem. The penal amount of **5% (five percent)** shall be inclusive of G.S.T. For the purpose of calculation of one day, more than 12 (twelve) Hrs. from the 00:00 Hrs. (midnight) of the appointed day will be reckoned as **1 (one)** day up to **24 (twenty-four)** Hours, so on and so forth at pro rata basis.
- 4.3 The work shall be deemed to have commenced on the expiry of 10 (ten) days from the issue of Letter of Acceptance of Quotation or 7(seven) days after handing over the site of work. If the contractor, without reasonable cause or valid reasons, commits default in commencing the work within the aforesaid time limit or defaults in depositing the monthly collection to NEC/CIL within **4th(Fourth) day of the subsequent month**, the company shall without prejudice to any other right or remedy, be at liberty, by giving **15 (fifteen)** days' notice in writing to the contractor to commence the work or deposit the monthly collection and to forfeit the Earnest Money deposited by him and to rescind the Letter of Acceptance of Quotation/Work Order.

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4.4 Time is the essence of the contract and as such all works shall be completed within the time stipulated in the contract/ work order. The work shall, throughout the stipulated period of contract i.e., 12 months, be carried out with all due diligence on the part of the contractor.

Additionally, the Company will reserve the right to debar such defaulting Contractors from participating in future Quotations as per the present guidelines/ rules of CIL.

5. Haat-Fee Deposit on pro-rata basis

5.1 Haat-Fee deposit on pro-rata basis by contractor will be applicable only in the case of COVID-19 SOP (standard operating procedures)/ Regulations/ Guidelines issued by Central Govt./State Govt./ District Administration/ Sub-Divisional Administration from time to time for a particular number of days in a given month.

5.2 Haat fee deposit as per normal rates of work order is to be paid by the contractor for the number of days in a particular month NOT covered by any COVID-19 SOP (standard operating procedures)/ Regulations/ Guidelines issued by Central Govt./State Govt./ District Administration/ Sub-Divisional Administration.

5.3 For the purpose of pro-rata haat fee calculation of one day, more than 12 (twelve) Hrs. from the 00:00 Hrs. (midnight) of the particular day(s) will be reckoned as 1 (one) day up to **24** (twenty-four) Hours, so on and so forth.

5.4 The contractor has to produce documentary evidence of such COVID-19 SOP/ Regulations/ Guidelines issued by Central Govt./State Govt./ District Administration/ Sub-Divisional Administration from time to time for depositing the monthly haat-fee on pro-rata basis.

5.5 Calculation of pro-rata haat fee for number of days in a particular month will be based on total awarded value as per the work order issued to the contractor.

5.6 On producing documentary evidence by the contractor, the Quotation Inviting Authority/ Officer in-charge of L&R Dept., NEC, CIL Margherita will duly certify for depositing the pro-rata haat-fee by the contractor for that particular month.

5.7 The contractor will have to deposit the pro-rata haat fee duly certified by Quotation Inviting Authority/ Officer in-charge of L&R Dept., NEC, CIL Margherita within the 4th (**Fourth**) day of the subsequent month to Land & Revenue department of NEC/CIL who will issue an Official receipt for the same. If the 4th day of the month is a holiday, the payment will have to be made on the next working day.

5.8 In event, the contractor default to deposit the monthly contractual amount within the appointed day [**4th (fourth) day of the subsequent month**], the contractor shall be liable to pay a penalty, without prejudice to any other right or remedy, at the simple rate of **5%** (five percent) of the monthly amount per day or per diem. The penal amount of **5%** (five percent) shall be inclusive of G.S.T. For the purpose of calculation of one day, more than 12 (twelve) Hrs. from the 00:00 Hrs. (midnight) of the appointed day will be reckoned as 1 (one) day up to **24** (twenty-four) Hours, so on and so forth at proportionate rate/ pro rata basis.

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GENERAL TERMS AND CONDITIONS

1. The successful Quotationer will be known as the "AGENT" of the company for collection of License Fee and each of them will have to enter into agreement with company on this behalf.
2. The appointed Quotationer (Agent) will use the License Fee receipt books on his own cost by printing the same duly approved by the company. Quotationer has to issue the same License Fee receipt to the daily/weekly sitters for each collection made by him.
3. The Agent should ensure regular cleaning of markets after the day of business. The market will be physically shown to him by our Official of this Company. The Agent should maintain the entire market area in Neat & Clean condition the cleaning of drains from time to time, spreading of Cinders/Coal ash and Bleaching powder in and around the market area at his own cost. The contractor should also make arrangement for removing any dead animal, bird, rotting materials etc. from the market area and thrown at a suitable far off place at his own cost and responsibility.
4. If any written complaint or communication in writing is received, from the sitters of the Market/Bazaar, regarding non fulfillment of the Conditions, on the part of the Contractor/ Contractors, with legitimate & sufficient proof and corroborative evidences and witnesses. The "Employer" or "Company" shall be at the liberty to cause an enquiry/investigation into the same. If the complaint is verified and found justified, the company shall without prejudice to any other right or remedy, shall be at liberty to cause an **Additional Penalty of 10% of the Monthly Deposit of that month**, which has to be deposited along with the Monthly deposit of that Month. If the above mentioned Penalty is not deposited by the Agent (Contractor/ Contractors) the Company (NEC/CIL) shall be at liberty to deduct/appropriate the security deposit of 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 the Contractor/contractors (Agent).
5. **Definitions:**
 - i) "Employer" or "Company" means the Coal India Limited or any of its subsidiaries who will employ the contractor represented by the appropriate authority.
 - ii) "Principal Employer" means the Coal India Limited or any of its subsidiaries or the officer nominated by the Company to function on its behalf.
 - iii) The word "Contractor/Contractors" wherever occurs means the successful Quotationer/Quotationers who has/have deposited the necessary Earnest money and has/have been given written intimation about the acceptance of Quotation and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or Company, as the case may be.
 - iv) "Accepting Authority" shall mean the management of the company and includes an authorized representative of the company or any other person or body of persons empowered in this behalf by the company.
 - v) "Officer-in-charge" shall mean the officer nominated by the company in the Engineering cadre/ Designated Officer in Charge who is competent to direct supervisors and authorized to be in charge of the works for the purpose of this contract. The Engineer in

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Charge/Designated Officer in charge, who is of an appropriate seniority, will be responsible for supervising and administering the contract, certifying payment due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. The Engineer in Charge/Designated Officer in Charge may further appoint his representatives i.e. another person/Project Manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at the site, on his behalf under their Delegation of Powers of the company. However, overall responsibility, as far as the contract is concerned, will be that of the Engineer in Charge/Designated Officer in Charge.

- vi) The "Contract" shall mean the inviting Quotation, the Quotation as accepted by the Company, the work order issued to the contractor, and the formal contract agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, scope of work, frozen terms & conditions/technical parameters/scope of work and revised offer, if any, specifications, drawings, including those to be submitted during progress of work, schedule of quantities with rates and amounts.
- vii) A "Day" shall mean a day of 24 hours from midnight to midnight.
- viii) The "Work" shall mean the works required to be executed in accordance with the contract/work order or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the Engineer-in-charge, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- (ix) "Written notice" shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in persons to the individual or to a member of the contractors firm or to an office of the company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- (x) "Letter of Acceptance of Quotation" means letter giving intimation to the Quotationer that his Quotation has been accepted in accordance with the provisions contained in that letter.
- (xi) "Department" means the Land & Revenue Department of Coal India Limited or any of its subsidiary companies/units represented by the appropriate authority.
- (xii) The words indicating the singular only also include the plural and vice-versa where the context so requires.

6. **Contract Documents:**

- (a) The following documents shall constitute the contract documents:
 - (i) Notice Inviting Quotation/Detailed Quotation Notice.
 - (ii) Articles of Agreement/Letter of Acceptance of Quotation/Work Order.



- (iii) General Terms & Conditions of contract/Commercial Terms & Conditions of contract.
 - (iv) Additional Terms & Conditions of contract, if any.
 - (v) Specifications.
- (b) The contractor shall enter into and execute contract agreement in the prescribed form at enclosed **ANNEXURE**. The cost of the stamp papers/any incidental expenses required for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties one of the sets shall be stamped "Original" and the other "Duplicate".

The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the company. All additional copies should be certified by the Officer Nominated by the Company. The contractor shall keep copy of these documents on the site/place of work in proper manner so that these are available for inspection at all reasonable times by the Nominated Officer, his representatives or any other officials authorized by the company for the purpose.

- (c) The contract document shall not be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

(d) Acceptance of Offer:

Letter of Acceptance is an acceptance of offer by the company and it need not be accepted by the Quotationer. But the Quotationer should acknowledge the receipt of the order within **15 days** of mailing of work order and any delay in acknowledging the receipt will be treated as a breach of contract and compensation for the loss caused by such breach will be declared by the company by forfeiting EMD.

- (e) On the execution of the Agreement as provided in enclosed **ANNEXURE** and payment of **1/12th** of the total annual [**12 (Twelve) months**] awarded value, the Quotationer will be permitted to collect the License fee from CIL's private market.

7. **Security Deposit:**

The successful Quotationer on being intimated of acceptance of the work order will have to deposit an amount equal to **1/12th** of the total annual (**Twelve months**) awarded value in advance within **21 days** of issuance of Letter of Acceptance (LOA) for License Fee collection of Ledo Town weekly cum daily Bazar, Itakhola Bi-weekly Bazar and Baragolai daily Bazar by cash and no interest is payable on such Security Deposit by the Company. The contractor will have to deposit the monthly collection within the **4th (Fourth) day** of the subsequent month to Sr. Clerk /Clerk, Land & Revenue department of NEC/CIL who will issue an Official receipt for the same. If the **4th** day of the month is a holiday, the payment will have to be made on the next working day.

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8. The Company shall be at liberty to deduct/appropriate amount 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 the contractor subsequently.

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.

9. On completion of the entire work and issue of satisfactory completion certificate by the Nominated Officer, the security deposit remaining with the company shall be refunded.
10. In event, the contractor default to deposit the monthly contractual amount within the appointed day [**4th (fourth) day of the subsequent month**], the contractor shall be liable to pay a penalty, without prejudice to any other right or remedy, at the simple rate of **5%** (five percent) of the monthly amount per day or per diem. The penal amount of **5%** (five percent) shall be inclusive of G.S.T. For the purpose of calculation of one day, more than 12 (twelve) Hrs. from the 00:00 Hrs. (midnight) of the appointed day will be reckoned as **1** (one) day up to **24** (twenty-four) Hours, so on and so forth at pro rata basis.
11. The work shall be deemed to have commenced on the expiry of 10 (ten) days from the issue of Letter of Acceptance of Quotation or 7(seven) days after handing over the site of work. If the contractor, without reasonable cause or valid reasons, commits default in commencing the work within the aforesaid time limit or defaults in depositing the monthly collection to NEC/CIL within **4th(Fourth) day of the subsequent month**, the company shall without prejudice to any other right or remedy, be at liberty, by giving **15 (fifteen)days'** notice in writing to the contractor to commence the work or deposit the monthly collection and to forfeit the Earnest Money deposited by him and to rescind the Letter of Acceptance of Quotation/Work Order.

Time is the essence of the contract and as such all works shall be completed within the time stipulated in the contract/ work order. The work shall, throughout the stipulated period of contract i.e., 12 months, be carried out with all due diligence on the part of the contractor.

Additionally, the Company will reserve the right to debar such defaulting Contractors from participating in future Quotations as per the present guidelines/ rules of CIL.

10. Settlement of Disputes.

It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the company level.

The contractor should make request in writing to the Staff Officer (L&R) for settlement of such disputes/claims within 30 (thirty) days of arising of the cause of


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dispute/ claim failing which no disputes/ claims of the contractor shall be entertained by the company.

Effort shall be made to resolve the dispute in two stages

In first stage dispute shall be referred to Staff Officer (L&R), NEC or GM, NEC. If difference still persist the dispute shall be referred to a committee constituted by the owner. The committee shall have one member of the rank of Director of the company who shall be chairman of the committee.

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

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

In case of parties other than Govt. Agencies, the redressal of the dispute may be sought

through Arbitration (THE ARBITRATION AND CONCILIATION ACT, 1996 as amended by AMENDMENT ACT of 2015).

12A. Settlement of Disputes through Arbitration

If the parties fail to resolve the disputes/differences by in house mechanism, then, depending on the position of the case, either the employer/owner or the contractor shall give notice to other party to refer the matter to arbitration instead of directly approaching Court. The contractor shall, however, be entitled to invoke arbitration clause only after exhausting the remedy available under the clause 12.

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

12B. Sole Arbitration:

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

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

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

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

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

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

Contracts with Partnership firm/ Joint Venture:

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

11. Guidelines for Banning of Business

CIL and its Subsidiary Companies shall follow the following guidelines for effecting 'Banning of Business' with a contracting entity in respect of Works and Services Contracts.

1. Observance of Principle of Natural Justice before banning the business dealings with any contracting entity.
2. The contracting entity may be banned in the following circumstances :-
 - i) If bidder backs out after notification of opening of Quotation and if that bidder is found to be H-1.
 - ii) If H-1 bidder fails to submit PSD and APSD, if any and/or fails to execute the contract within stipulated period.
 - iii) If H-1 bidder fails to start the work on scheduled time.
 - iv) In case of failure to execute the work as per mutually agreed work schedule.
 - v) Continued and repeated failure to meet contractual Obligations:
 - a. In case of partial failure on performance, agency shall be banned from future participation in Quotations keeping his present contract alive.
 - b. On termination of contract.
 - vi) Willful suppression of facts or furnishing or wrong information or manipulated or forged documents by the Agency or using any other illegal/unfair means.
 - vii) Formation of price cartels with other contractors with a view to artificially hiking the price.
 - viii) The contractor fails to maintain/repair/redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.
 - ix) Contractor fails to renew the securities deposited to the department.
 - x) The contractor fails to rectify any lapse(s) in quality of the work done within defect liability period.
 - xi) Transgression of any clause(s) relating to Contractor's obligation defined in the Integrity Pact wherever such Pact exists.
 - xii) Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the Company.
3. Such 'Banning of Business', if and when effected, shall be with prospective effect only. The effect of 'Banning of Business' shall be for future Quotations

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from the date of issue of such Order. However, if any contracting entity is banned after online notification of opening of Price Bid, such a ban will not be effective for that work.

4. The banning shall be for a minimum period of one year and shall be effective for the concerned Subsidiary for the Quotations invited at Subsidiary level. Similarly, in case of Quotations of CIL HQ, banning shall be for CIL HQ. However, if such 'Banning of Business' has to be made effective for entire CIL and its Subsidiaries then approval of Chairman, CIL shall be required.
5. Once a contracting entity is banned, it shall be extended to the constituents of that entity, all partners in case of Joint Venture, all the partners in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm and all the Directors in case of Limited Company. If such banned owner/Proprietor/Partner/Director make/form different Firms/entity and attempts to participate in Quotations, the same will not be entertained during the currency of such banning.
6. The above 'Banning of Business' shall be in addition to other penal provisions of NIT/Contract document.
7. **Approving Authority:** The 'Banning of Business' of a contracting entity shall be done with the approval of the Competent Authority as per the details below:
 - a) In case the Accepting Authority of the work is Board or Empowered Committee or FDs or CMD of CIL/Subsidiary Company, then the Competent Authority for banning shall be CMD of CIL/Subsidiary Company.
 - b) In case the Accepting Authority of the work is up to the level of Director of CIL/Subsidiary Company, then the Competent Authority for banning shall be Director of CIL/Subsidiary Company.
8. Appellate Authority shall be one Rank higher than the Competent Authority meant for 'Banning of Business'. In case the banning is done with the approval of CMD of the Subsidiary Company then Chairman, CIL shall be the Appellate Authority.
9. Any change on the above may be done with approval of FDs of CIL.

All the orders of banning or orders passed in appeal shall be marked to GM(CMC) / concerned HODs of CIL/Subsidiary Company.

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[Handwritten signature]

PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE QUOTATIONER
Non-Judicial Stamp Paper.

AFFIDAVIT

I,....., Partner/Legal Attorney/Accredited
Representative of M/s.....solemnly declare that :

1. We are submitting Quotation for the work.....
.....
against Quotation Notice No.....Dt.....
2. None of the Partners of our firm is relative of employee of Coal India Limited.
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Quotation is complete, correct and true.
4. All documents/credentials submitted along with this Quotation are genuine, authentic, true and valid.
5. If any information and document submitted is found to be false/incorrect any time, department may cancel my Quotation and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/delisting of our firm and all partners of the firm etc.

Signature of the Quotationer

Dated.....

Seal of Notary

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NORTH EASTERN COALFIELDS
COAL INDIA LIMITED
MARGHERITA-786181
DIST. TINSUKIA (ASSAM)

AGREEMENT FORM

This agreement made the _____ day of _____ 2024 between
_____ (name and address of the Employer) (hereinafter called 'the Employer') and
_____ (name and address of the Contractor) (hereinafter called
"the Contractor" of the other part)

Whereas the Employer is desirous that the Contractor execute
_____ (name and identification number
of Contract) (hereinafter called 'the works') and the Employer has accepted the Bid by the
Contractor for the execution and completion of such Works and the remedying of any defects
therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement, works and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of Works and the remedying of the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. :
 - i) Letter of Acceptance
 - ii) Notice to proceed with the work
 - iii) Contractor's Bid
 - iv) Conditions of Contract
 - v) Specifications
 - vi) Drawings
 - vii) Bill of Quantities and
 - viii) Any other document listed in the Contract Data as forming part of the contract.

IN Witness whereof the parties thereto have caused this Agreement to be executed the day and
year first before written.

S. J. 10. 24

[Signature]

[Signature]

Signed, Sealed and Delivery by the said

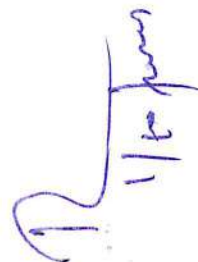
In the presence of:

Binding Signature of Employer:

Binding Signature of the Contractor:


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(In letter Head Pad of the Quotationer)

Ref. No.

Date:-

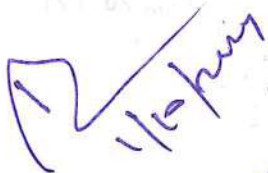

DECLARATION

I,.....solemnly declare that I have not been banned or delisted by any Govt. or Quasi-Govt. Agencies or PSU's. Further, I also solemnly declare that I,.....,and/ or my partners have no legal proceedings//cases, pending with North Eastern Coalfields, Coal India Limited or any other subsidiaries of Coal India Limited, in any Court of Law This is for your kind information and further necessary action please.

Thanking You,

Signature of Quotationer:

Name of Quotationer:


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PRICE BID/ BOQ

To
The Staff Officer (L&R),
North Eastern Coalfields,
Coal India Limited,
Margherita.

Sub: - Your Quotation Notice No. NEC/L&R/ 24/1123 dated 01.10.2024.

Dear Sir,

With reference to the above Quotation Notice for collection of License Fee from CIL's Private market for an annual period of **12 (Twelve)** months, I am submitting my price bid as follows:-

I. Rate of Monthly Deposit.

Sl.No.	LOCATIO N OF WORK	DESCRIPTION OF WORK	MONTHLY AMOUNT to be DEPOSITED (in Rs.)	YEARLY 12(twelve) months TOTAL AMOUNT to be DEPOSITED (in Rs.)
1.	(a) Ledo Town weekly cum daily Bazar, b) Itakhola Bi-weekly Bazar and (c) Baragolai daily Bazar.	License Fee collection and keeping the Bazars in Neat & Clean conditions including the cleaning of drains/spreading of Cinders and Bleaching powder in and around the market area from time to time.	(in figures) Rs..... (in words) (Rupees.....)	(in figures) Rs..... (in words) (Rupees.....)

II. Earnest Money of Rs..... enclosed herewith

Vide Bank Draft No.....Dt.....

Name of the Bank & Branch:.....

Yours faithfully,

.....
Full Name & Address in Block letters.

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[Handwritten Signature]

MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT.

1. Name of the Bidder :

2. Address of the Bidder:

.....

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

E-mail Id

Permanent Account Number

3. Particulars of Bank:

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

4. Date from which the mandate should be effective.

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

Place :

Date:

Signature of the Party / Authorized Signatory

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

Banker's Stamp

Date

Signature of the Authorized official from the Bank.

M. K. Gupta

S. J. 10/10/24

A. 11/10/24