ମହାନଦୀ କୋଲଫିଲଡସ୍ ଲିମିଟେଡ୍
महानदी कोलफील्डस लिमिटेड
Mahanadi Coalfields Limited
(A subsidiary of Coal India Limited)

Office of the General Manager, Lingaraj Area
At/Po-Deulbera Colliery, Dist-Angul, Odisha-759102
Ph: +91 (6760) 240589(O), PBX-241265,241268,241271
Fax: +91 (6760) 241269

We confirm having delivered today to

M/s.

Copy of Tender Documents for the work "Renovation of Transformer (630KVA, 3.3 KV / 440V HT line) shed and panel room at A type sub-station in Lingaraj Township of Lingaraj Area"

Vide NIT No.GM(LA)/ SO(E&M)/ Tender/21-22/ 272 dtd. 03 .06.2021

Application No. dtd. /06 /2021

अमला अधिकारी (बि व या) / **Staff Officer(E&M)**
लिंगराज क्षेत्र/ **Lingaraj Area**

Signature of tenderer with seal

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पत्रांक/Ref : GM(LA)/ SO(E&M)/Tender/21-22/ 272 दिनांक/ Dt:03 .06.2021

निविदा आमंत्रण सूचना/NOTICE INVITING TENDER.

Sealed tenders are invited in **Two Cover Bid** from reputed Experienced Contractors for the following works :-

Sl.No.	Name of the work.	Estimated cost in Rs.(Incl.GST)	Period of Completion.
01.	Renovation of Transformer (630KVA, 3.3 KV / 440V HT line) shed and panel room at A type sub-station in Lingaraj Township of Lingaraj Area.	Rs.1,32,354.07	10 days

1. **EARNEST MONEY & SECHEDULE OF TENDER:**

   (a) **Period of Sale of Tender Documents : - From dtd.11.06.2021 to Dt.14.06.2021 during office hours.**
   (b) **Last Date & Time of Receipt of Tender : - Up to 1.00 PM of 15.06.2021**
   (c) **Date & Time of Opening of Tender Part-I : - At 4.00 PM of 15.06.2021 .**

3. TENDER DOCUMENTS:-

The tender documents including terms and conditions of work shall be available from the Staff Officer (E&M), Office of the General Manager, Lingaraj Area during office hours. The Tender documents shall be received by the E&M department, Lingaraj Area.

N.B.:- The detail of BOQ is enclosed separately at page- 06

Condt .P/2

04. PART- 1(QUALIFICATION/TECHNICAL AND COMMERCIAL BID)

(a) i) It shall consist of the tender documents (self authenticated), Xerox copy of PAN Card, Xerox copy of GST, Partnership Deed/ Power of Attorney (required in case of partnership or joint venture firms) , an affidavit in Original (Non-judicial Stamp Paper of Rs10.00) for no relation certificate, an affidavit stating that-: " I/We have not been banned or de-listed by any Govt.or Quasi Govt. agencies or PSU's. If it is found false/incorrect, the management has full right to take necessary action against me / us as per company norms". An affidavit that the party will abide by the CMPF clause as per format. The format shall be provided from the office and stating that all documents submitted by the tenderer are genuine as per format given in the tender documents(**Annex-A**).

ii) **Goods & Service Tax(GST)** : The Bidder should poses any one of the following documents depending upon the status w.r.t GST opted by him, in the BOQ sheet.
If the bidder has opted :
i) Status : GST registered Bidder/Dealer.
Document : GST Registration Certificate (i.e. GST Identification Number) Issued by appropriate authority.
ii) Status : GST unregistered Bidder/Dealer
Document : A Certificate from a practicing Chartered Accountant having membership number with Institute of Chartered Acountants of India certifying that the bidder is GST unregistered bidder/dealer in compliance with the relevant GST rules.

(b) (i) There shall be +/- 20% ceiling for identified items under AHR and ALR respectively.
(ii) Additional performance security shall be applicable if the bid price is below 15% of the justified price, finalized by the owner. The amount of such additional performance security shall be the difference between 85% of the owner's justified price and quoted price.

(c) The tenderer shall have to show other relevant documents to substantiate their eligibility to participate in the tender at the time of purchase of tender documents.

(d) **GUARANTEE/WARRANTY:** Contractor/tenderer has to give guarantee for 06 (six) months on works.

(e) All other General Terms & conditions of MCL is also applicable.

ADDITIONAL DATAS FOR TECHNO COMMERCIAL BID. (To be filled up by the tenderer).

01. PAN (Under I.T. Act) :

02. Account No.(Saving & Current) :

03. Name of the Bank & Branch (Address) :

04. RTGS/IFSC Code :

05. EMD Details as submitted in this tender : DD/BC/BPO No. dtd.

Issuing Bank -

Condt .P/3

(i) **INSURANCE:** (a) The contractor shall take full responsibility to all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which are beyond control of the contractor or act of God, i.e. flood, riots, war, earthquake etc. and shall at this own cost repair and make good the loss/damage to the wok so that on completion of work shall be in good order and condition and in conformity with the requirements of the contract and instructions of the Engineer-in-charge, if any.

(b) The contractor shall at all times during the pendency of the contract indemnity the company against all claims, damages or compensation under the provisions of the workmen's compensation Act and shall take insurance policy covering all risk, claims, damages or compensation payable under the workmen's compensation Act or under any other law relating thereof.

(c) In the event of contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the contractors is required to effect under the terms of the contract, the company may effect and keep in force any such insurance and pay such premium as may be necessary for that purpose from time to time and recover the amount thus from any money due by the contractor.

05. PART-II (PRICE BID)

(A) It shall consist of bill of quantity, rates and amount, taxes etc only & the price bid documents must be duly signed & stamped on all pages by the tenderer or by authorized representative of tenderer .The tenderer should write their rates and total amount in figures and words also.

(B) VALIDITY PERIOD OF OFFER:- The rate offered in Part-II should be valid for 120 days from the date of opening of part-I of the tender.

06. OPENING OF TENDERS:-

(a) Part-I Tender will be opened at 4.00 P.M. on scheduled date (see page-01,Sl.No.01) at E&M Department , Office of General Manager, Lingaraj Area , Talcher in presence of the attending tenderers or their authorized representative who so ever chooses to be present in the office of the undersigned.

(b) In case opening date is holiday, tender will be opened on the next working day at the same time and same place.

(c) Part-II of the tender will be opened in respect of only such tenders found valid after scrutiny of part-I.

07. Matter relating to any dispute of difference arising out of this tender and subsequent contracts awarded based on this tender shall be subject to the jurisdiction of Talcher Court.

08. The Company is not under any obligation to accept the lowest tender/tenders and reserves the right to reject any or all the tenders without assigning any reason whatsoever, at its sole discretion.

अमला अधिकारी (बि.व या.) / Staff Officer (E&M)
लिंगराज क्षेत्र/ Lingaraj Area

C.C. to : The T.S. to C.V.O.,MCL HQ.

वितरण / Distribution :-

01) The General Manager, Lingaraj Area.
02) The General Manager (E&M), MCL, HQ, Burla
03) The Area Finance Manager, Lingaraj Area.
04) The SO (Mining), Lingaraj Area.
05) The SO (E&M), All Areas (Jagannath./Talcher /Hingula /Bharatpur /Orient / Ib Valley/Lakhanpur /NSCH/CWS, Talcher /B.G Area)
06) The Dy.Manager (E&M), Lingaraj Area.
07) Tender Notice Board, Lingaraj Area.

Tenders are to be submitted in two sealed envelopes (1) Technical Bid & (2) Price Bid with all connecting papers. The envelopes of Technical Bid & Price Bid must be also super scribed with the tender notice no., subject & date of opening and put in the tender box provided for this purpose.

Part –I (Technical Bid) :

The Technical Bid shall contain the following documents

01. Tender document(Self-authenticated)
02 An affidavit (Original) stating that the tenderer has no relative working in MCL and documents submitted by tenderer are genuine . The format shall be provided from the office.
03. An affidavit (Original) stating that the tenderer will abide by the CMPF clause(if applicable) in tender document. The format shall be provided from the office.
04. An affidavit (Original) stating that the- I/We have not been banned or de-listed by any Govt. or Quasi Govt. agencies or PSU's. If it is found false / incorrect, the management has full right to take necessary action against me / us as per company norms. The format shall be provided from the office.
05. Copy of PAN CARD.(Self-authenticated).
06. Copy of Goods & Service Tax (GST) Registration (Self-authenticated).
07. Indicate the Bank Account No. , RTGS/IFSC Code No. with Banker's Name.

Part-II (Price Bid).

The Price Bid envelope shall contain the bill of quantity, rates, amount etc. The price bid documents must be signed and stamped in all pages by the tenders. All the rates & amounts shall be written in words and figures both. The price bid of only those tenderers will be opened who fulfill the conditions of Part-I, i.e. Technical Bid.

01. Rates to be quoted will be with calculation of all taxes & duties inclusive if any on original price which shall remain firm till the completion of the contract period. No escalation/extra claim will be entertained.
02. In the event of any equipments/materials supplied by the Company, the cost of such item/items will be adjusted from the bill.
03. Any addition to the work will be paid for on the recommendation of the site Engineer and with the approval and sanction by the competent authority.
04. During execution of dismantling / transportation /assembly/ erection work, the firm is responsible for any damage to the equipment /accessories.
05. The contractor has to provide safety appliances like helmet, safety shoe etc. to the workmen.
06. In the event of any dispute arising out of the contract during the execution, the matter will be referred to the General Manager, Lingaraj Area for decision, which will be final & binding.
07. The Company reserves the right of accepting or rejecting any or all the tenders wholly or partly without assigning any reasons.
08. It shall be your responsibility to confirm the presence of workmen as planned .Incase of absence due to leave, sick or weekly rest etc. or due to any cause what-so-ever, you shall confirm the continuation of duty of the workmen deputed in previous shift till a substitute is arranged by you.
09. In case, you fail to provide required workmen for any shift, then deduction will be made on 1.5 times of proportionate quantity of work not executed or the expenses incurred by the Management to substitute the workmen for this purpose which ever is higher for it.

Staff Officer (E&M),
Lingaraj Area.

TERMS & CONDITIONS

01. The work allotted have to be completed as per specific time mentioned in the work order.
02. Terms & Conditions not specifically stated in the foregoing clauses shall be existing terms & conditions of the company & shall remain unaltered .The tenderers are advised to see the same in the office of the undersigned during the office hours before quoting against the tender if required.
03. The contractor shall observe the rules & take all safety precautions & the work shall be carried out in accordance with the company's Rules & Acts & incase of any defect observed in course of execution of work, the contractor shall have to rectify or remove the defects at his own cost.
04. If the tender documents submitted by the tenderer with their tenders are found to be inadequate, false, fabricated at any point of tendering/execution of work or if the tenderers fail to furnish the required documents in original for verification, their tenders/work order shall be rejected.
05. The contractor will be responsible for the safety & safe keep of the materials issued by the office of the company and return the excess materials after the completion of the work to the concerning stores.
06. Arrangement for water etc. shall have to be done by the Contractor / tenderer at his own cost .The tenderer must engage skilled hands, supervisors for the work. The tenderer will have to give details of their experience along with the tender.
07. The company will not provide any tools and equipments for the execution of work
08. Progressive payment will be made as per MCL's rule on completion of the work against running bills.
09. All works have to be carried out as per design, specification and direction of the Engineer Incharge.
10. If materials supplied by the department on sale account, the same will be supplied either at Colliery Stores or at Regional Stores of the Area.
11. Tenderers shall not get any extra payment towards the transportation charges for transport of materials whatsoever.
12. All works are to be carried out with diligence and all works executed are to be done in the workman like manner subject to the approval of the Engineer In-charge, in field, whose decision as to the case of progress and quality of work of materials shall be final and binding.
13. The quantity of work executed shall be measured and payment made thereafter and on the completion of work or the termination of the work contract, final measurement will be made and the amount adjusted accordingly.
14. The competent authority of the company may put an end to this work at his option any time and in case of bad work or bad materials, the Engineer In-charge may remove the same and have it replaced, deducting value of the work rejected or materials removed of the cost of replacing the same, as he may feel proper from any amount due or that may become due to the contractor.
15. In case of stoppage of work for the fault of contractor, the contractor will have to remove all materials from site of work and no payment for materials or plant erection (such sheds, kilus, mills etc) are to be made.
16. No work is to be commenced anywhere till the work order is signed by the competent authority and till a copy of it is given to the contractor.
17. The contractor, in addition to any indemnity provided by law shall indemnify the company against all the liability whatsoever to pay compensation under the work and compensation act, 1973 or any amending Act in respect of any accident to any workman employed by /or under the contractor or to pay compensation in respect of any claims arising out of or in the course of the work contemplated by this contract, whether made or preferred by or on behalf of workman of the company or of the contractor or of any other company , firm or person whosoever against all costs, charges and expenses incurred or suffered by the company in or about any such matter.
18. The work is subject to stoppage at week's notice and the company will under no circumstances refund to the contractor signing the work order any loss incurred from advance made to Collieries or any other labour or temporary hutting. Materials actually delivered at the site of the work will not be paid for unless the same are not used for construction/erection work.
19. All approved work will be paid for on account in accordance with the rates specified and agreed to in this work order, but a deduction of 5% on the total of each bill will be retained as security for the due performance of the contractor. The security deposit will be absolutely forfeited if the contractor fails to complete the work or if he fails to act in accordance with the terms & conditions and specifications.

The contractor shall indemnify the company against all claims for compensation under the provisions of the workman's Act , 1973 (VIII of 1973) by or in respect of any workman employed by the contractor in carrying out this contract and against all costs and expenses incurred by the company in connection therewith and (without prejudice to any other means of recovery) the company shall be entitled to deduct from any money due to the contractors (whether under this contract) all money paid or payable by the company by way of compensations aforesaid or costs or expenses in connection with any claims thereto of the General Manager, Lingaraj Area as to sum payable by the contractor under the provision of this clause shall be final and conclusive.

अमला अधिकारी (बि.या.),
लिंगराज क्षेत्र

ANNEXTURE-A

PROFORMA FOR AFFIDEVIT TO BE SUBMITTED BY THE TENDERER

Non-judicial stamp paper of Rs10.00

AFFIDEVIT

1. I,/We..... Proprietor/ Partner/Legal Attorney/ Accredited

Representative of M/S .....solemnly declare that:

2. I/We are submitting Tender for the work-

(mention the details of work of the NIT with No.& dt.)

3 Myself/Our Pertners/Directors do not has/have any relative as employee of Mahanadi Coalfields Limited (MCL).

OR

The details of relatives of My Self/Our Partners/Directors working as employee of Mahanadi Coalfields Limited is as follows :

a) Name of Employee :

b) Place of Posting :

c) Department :

d) Designation :

e) Type of relation – Wife/Husband/Father/Step Father/ Mother/Step Mother/ Son/ Step Son/ Son's Wife/ Daughter/ Daughter's Husband/ Brother/ Step Brother/ Sister/ Step Sister.

4. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.

5. I/We have not been banned or de-listed by any Govt. or Quasi Govt. agencies or PSU's. If it is found false / incorrect, the management has full right to take necessary action against me / us as per company norms.

6. I/We shall abide by CMPF Clause of Tender Document and ensure implementation of CMPF and Miscellaneous Provision Act, 1948 and allied scheme framed there under in respect of the workers deployed by me/us.

7. All documents/credentials submitted is found to be false/incorrect any time, department may cancel my Tender 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 Tenderer

Date.....

Seal of Notary