



EASTERN COALFIELDS LIMITED

(A Subsidiary of Coal India Limited)

Office of the General Manager Bankola Area, P.O.: Ukhra,

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Ref: AS-VI/ENQ/2020-21/KHAND/AVA/0771

Date.13.01.2021

TENDER NOTICE

M/S.....

.....”Eligible for participation by any prospective bidder”

Sealed quotations in single bid systems are invited from prospective traders/dealers for supply of the following materials.

Sl.No. ITEM DESCRIPTION

Quantity

Ref: Enclosed Schedule of requirement and Special Terms and Conditions

The tender is due for submission up to 1.00 p.m. on 03.02.2021. & will be opened on the same day at 3.30 pm in the presence of attending tenderers.

Tenders should be submitted in sealed cover. The envelope must be superscribed with the tender number & date, date & time of opening and to be put into the tender box provided for the purpose at Bankola Area Store,

Post:Khandra, Via:Ukhra, Dist:Bardhaman, PIN:713363.A tender which has not been received on the due date and before the due time of opening of the tender, the same will not be considered. No relaxation in this respect will be entertained.Tenders sent through FAX or Email will not be considered.

1.Earnest Money: An amount of Rs...NIL.....-(Rupees) only shall be deposited by the tenderers along with their quotations in the form of Bank Draft duly drawn in favour of `EASTERN COALFIELDS LIMITED, AREA- VI`, payable at Asansol. Earnest money deposit by unsuccessful tenderers shall be refunded immediately after finalization of tender. Earnest money of the successful tenderers will be converted to security money which will be refunded after successful execution of order. Earnest money will be forfeited if any tenderer fails to submit order acceptance within 15 days from the date of order.

2.Security Deposit: The successful tenderers will have to submit Security Deposit within 21 (twenty-one) days from the date of receipt of order @ 10% of the value of the awarded contract with out having any ceiling in the form of bank draft. S.D will be refunded within 30 days after satisfactory execution of the contract. For unsatisfactory performance and/ contractual failure, the Security Money will be forfeited.

Extension of time for submission of security deposit beyond beyond 21 days and up to 60 days from the date of receipt of order may be given with a penal interest of 12% per annum for the delay beyond 21 days. i.e from 22nd day after the date of receipt of order. Further, if the 60th day happens to be a declared holiday, submission of security deposit can be accepted on the next working day. In all other cases, if the contractor/supplier fails to submit the requisite security deposit even after 60 days from the date of receipt of the order, the contract is liable to be terminated. In case contract is terminated the company(ECL) shall be entitled to forfeit Earnest Money Deposit and other dues payable against that contract. The failed contractor/ supplier shall be debarred from participating in re-tender for that work.

N.B.:If any State/ Central Govt. Organisation / PSU & Valid DGS&D/MSE/ NSIC Registered(for tendered items) Firm can produce documentary evidences(notorised) issued by Govt. Authorities for according exemption towards submission of Earnest Money deposit, they may be considered for exemption from submission of Earnest money deposit. Only State/ Central Govt. Organisation / PSU & Valid DGS&D/ancillary Units of ECL are exempted from depositing Security Deposit. Other firms are to submit security deposit.SD exempted for tender value less than rupees two lakhs.

3. The rate should be quoted on FOR, Bankola Area Store Basis.Supplier has to arrange unloading and stacking at their cost.

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4. The price quoted must be firm and valid for acceptance at least for six months/180 days from the date of opening of tender.

5. Provenness criteria(As framed by technical dept) (a)The offered item shall be considered proven provided it meets any of the criteria noted below; otherwise the offer shall be liable for rejection. The provenness criteria shall also be applicable to the shortlisted bidders to whom LTE are issued. The decision of ECL for considering any firm as proven will be final and binding upon the tenderers. Bidder should submit self attested document.

i)If the tenderer can submit self attested copies of formal orders received from ECL Hqrs/ Any Area of ECL, placed within last 5 years, of same or higher capacity/size/version/ specification etc with order qty for at least 25% of tender qty.

OR

ii)If the tenderer can submit self attested copies of formal orders received from CIL/Hq of other subsidiaries of CIL/Areas of other subsidiaries of CIL/ other Public Sector / Govt. Organization, placed within last 5 years, of same or higher capacity/ size/ version/ specification etc with order qty for at least 25% of tender qty alongwith satisfactory performance report issued by the user dept.

OR

iii)Firms currently holding Rate Contract for supply of the tendered item(s) / same or higher capacity/ size/ version/ specification etc of tendered items with CIL / Hq of any subsidiary of CIL/DGS&D ——— firms have to submit self-attested copies of relevant Rate Contracts received by them (placed within last 5 years).

OR

iv)If the tenderer can submit self attested copies of trial orders received from CIL/its subsidiaries placed within last 5 years of same or higher capacity/ size/ version/ specification etc with order qty for at least 10% of tender qty; alongwith satisfactory performance certified by HOD of concerned technical dept of that CIL/subsidiary

OR

v)Firms who are short-listed / approved by CIL for supply of the tendered item / same or higher capacity/ size/ version/ specification etc of tendered items to subsidiaries of CIL and such list is currently valid ——— firms have to submit self-attested copies of relevant documents.

OR

vi)For supply of parts/components/assemblies/ subassemblies of equipment, the OEM/OPM/OES firms and authorized agents of OEM/OPM shall be exempted from provenness criteria.

Note:Offer of OEM/OES/OPM will be considered first wherever applicable before considering offer of other firms.

(b) Prior experience and turnover criteria for startups and MSEs

Prior experience and turnover criteria is not applicable for startups and MSEs in the tender in respect of either of the following situations (i) and (ii) and no further documents regarding provenness will be required to be submitted by these category of bidders,

6. Payment: 100%within 30 days after receipt and acceptance of the materials at our Bankola Area Store.

7.Details of technical specification and technical catalogue of the offered product/ brand must be submitted along with the offer.

8. The supplier has to arrange free demonstration and training to our employee regarding use of the instrument at our site.

9. Materials will be inspected by our Inspecting Authority at our site.

10. Please furnish GST No.and HSN code of the product. Please also submit the PAN No., Banker's name and address and Bank Account number. You have to submit the status / declaration of your firm as per the MICRO, SMALL & MEDIUM ENTERPRISES DEVELOPMENT ACT, 2006 along with the offer.

11. Delivery: within 30 days of placement of order.

12. The tender may be opened in the next working day in case the same can not be opened on the scheduled date due to some unforeseen circumstances like Bandh/ strike/holiday etc.

13. PRICE FALL CLAUSE: It will be the condition of the contract that all through the currency of the said contract, the price at which the stores will be supplied shall not exceed the lowest price charged by you to any other agency including DGS&D, New Delhi. In the event of price going down, you shall promptly such information to enable ECL to amend the contracted rates for subsequent supplies.

14. Force Majeure Clause:- The successful bidder will advise, in the event of his having to resort to this clause by a registered letter duly certified by the local Chamber Of Commerce or Statutory authorities, the beginning and the end of the causes of the delay, within 15 days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting out of Force Majeure, ECL will reserve the right to cancel the contract.

15. You are to certify on the body of each and every bill that the prices charged are not higher than those applicable to the other Subsidiary of CIL/ Govt.Deptt/ PSU for similar items.

16. Risk Purchase Clause: In the event of failure to deliver the materials within the stipulated period Bankola Area, ECL has the right to purchase the materials from other sources with due notice and at the risk and cost of the defaulting supplier.
17. Guarantee/Warranty: The materials shall be guaranteed for a period of 6 months from the date of supply against any manufacturing defects.
- 18) Fitment Guarantee: The materials must fit into the equipment for which it is being purchased without any medication otherwise it would be rejected. The tenderer may visit site before submitting their offer.
- 19) L.D may be imposed in case of late delivery @ ½% per week or part there of limited to maximum of 10% for the undelivered portion.
- 20). L-1 Bidder will be decided on the basis of Price valuation(landed cost) which includes basic price, taxes and duties, packing and forwarding, freight, insurance etc.
- 21) The tenderer must sign with seal on all pages of their tender including all enclosures submitted with the tender except printed leaflets/catalogues. Such documents should normally be accepted by dealing officer as authentic documents without going for any verification with the original documents. However, if later on the documents submitted by the tenderer are found to be fake/forged, the entire responsibility shall be of the tenderer and for which ECL will take such punitive and other administrative action against the tenderer as are considered deemed fit.
- 22) Purchase preferences to MSE/STARTUP and Ancillary units shall be applicable as per Company Policy.
- 23) Following clauses of CII purchase manual will be applicable to this contract.
- a) Clause No.10.6: certificate in respect of Non Banned or Delisted or Put on Holidays supplier must be submitted.
- b) Clause no. 10.8.12: GST Rule implemented by govt. of India
- c) Clause No.10.11 GCC in annexure-21
- 24) Consignee: Area Store Officer, Bankola Area Store, Near Khandra (Biswesary), Post: Ukhra, PIN: 713363
- 25) Paying Authority: Area Finance manager, Bankola Area
- 26) All pages of tender must be stamped and signed by the bidder.
- 27) Penalties for defaulting L1 bidder:** In case of tenders invited in single bid system, following penalties shall be imposed on the defaulting bidders,
- a) If L - 1 bidder is a defaulter for part of/ all items for which he is L-1, **100% of EMD amount or Rs.20.00 lakh**, whichever is lower shall be forfeited and the bidder is to be disqualified in any tender for a period of 1 year for those specific item(s) for which he has defaulted.
- b) In case the defaulter is an EMD exempted bidder, he will be asked to deposit the equivalent amount within 7 days of notice, failing which, his disqualification will be extended for another 1 year.
- c) The zone of applicability of penal provisions shall be TIA specific.
- d) The penal provisions will be squarely applicable to all those firms whose documents are examined on account of treating them as L-1 successively. For OEMs, the debarring actions may not be made for their spares in order to maintain smooth supply of such spares.
- e) The submission of forged document, if any, by the bidder (s), shall be dealt with as per the provisions of CIL Purchase Manual 2020.

Chief Manager(MM)
Bankola Area

Distribution:

AFM/Area Engineer(E&M)/Area Safety Officer, Bankola Area
President, Chamber of Commerce Asansol, 361 G.T.Road, Asansol-3
President, Chamber of Commerce Raniganj, B.P.Khaitan Road, PIN-713307
Notice Board, Bankola Area Office/Bankola Area Store
PRM, ECL, HQ, Sanctoria, for publishing in ECL, Website

Schedule of Requirement(SOR)

<u>Sl.No.</u>	<u>Description</u>	<u>Qty</u>
1)	Audio Visual Alarm FLP 100V..... (DGMS Approved)	02Nos

Special conditions of contract(SCC)

Prepared by

Ch.Manager(MM)
Bankola Area