

EASTERN COALFIELDS LIMITED
(A SUBSIDIARY OF COAL INDIA LIMITED)
(TENDER ENQUIRY NOTE - OPEN)

OFFICE OF THE G.M. (I/c)
 RAJMAHAL AREA

PH : 0091 6437 228366
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PO - BARA SIMRA - 814165
 DIST. GODDA, STATE - JHARKHAND (INDIA)
 Provisional GSTIN : 20AAACE7590E3ZX
 Regd. Office :
 Sanctoria, P.O Dishergarh
 TIN No. - 20322500014, VAT No. - SPDM/G : 65 (R)
 C.E. Reg. No. - AAACE7590EEM002
 CST Regn No. SPDM/153/(C) dt. 1/6/78

TENDER FEE : RS.

TENDER NO : ECL/RJML/PUR/C-1/ F00243 [1] /2020-2021 /T0256 /2020-2021

DATED : 14/02/2021

ISSUED TO M/S :

TENDER DOCUMENT IS ISSUED UNDER SERIAL NO : T0256 / 2020-2021

AGAINST CASH RECEIPT NO: _____ DATED: _____ . ORIGINAL CASH RECEIPT MUST BE SUBMITTED ALONG WITH OFFER (IN COVER I)

YOU ARE REQUESTED TO SUBMIT THE TENDER/OFFER IN : 1 SEALED COVER WHICH SHOULD CONTAIN TECHNO COMMERCIAL TERMS AND CONDITIONS AS WELL AS PRICE.

PLEASE SUBMIT YOUR LOWEST QUOTATION TO THE OFFICE OF THE C.G.M RAJMAHAL AREA ECL. TERMS & CONDITIONS AND INSTRUCTIONS CONTAINED IN THE FOLLOWING LIST OF ENCLOSURES ON OR BEFORE THE LAST DATE AND TIME OF SUBMISSION OF TENDER AS MENTIONED :

LAST DATE AND TIME OF RECEIPT OF TENDER UP TO 1.00 PM ON 25/02/2021

LAST DATE AND TIME OF OPENING OF TENDER UP TO 4.00 PM ON 25/02/2021

BESIDES COMPLYING WITH THE ABOVE IF TENDERS ARE SUBMITTED BY HAND THEN THEY MUST BE PUT IN THE TENDER BOX PROVIDED FOR THIS PURPOSE IN OUR OFFICE. IF SENT THROUGH POST THEN THE SEALED ENVELOPE AS DESCRIBED ABOVE MUST BE PUT IN ANOTHER ENVELOPE WHICH SHOULD BEAR ONLY THE ADDRESSES OF THE PURCHASER : " THE OFFICER INCHARGE, PURCHASE DEPT., EASTERN COALFIELDS LIMITED, RAJMAHAL AREA , P.O. BARA SIMRA, PIN-814165, DIST- GODDA, STATE-JHARKHAND, INDIA " .

ANNEXTURE:

- 1) IMPORTANT TERMS
- 2) COMMERCIAL TERMS
- 3) MODE OF SUBMISSION
- 4) CHECKLIST OF COMMERCIAL TERMS & CONDITIONS TO BE FILLED AND SUBMITTED ALONGWITH THE OFFER IN COVER - I
- 5) SCHEDULE OF SPECIFICATION REQUIREMENT.

M.M.

Dy. G.M. (MM)

TENDER: ECL/RJML/PUR/C-1/ F00243 [1] / 2020-2021 / T0256 / 2020-2021
DATED: 14/02/2021

Sl No	Part No	Material Code	Material Description	Quantity	UOM
1	PINION 10T /	V543071030	INPUT PNION 40T & GEAR 77T	1	NO

Total Materials : 1

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- 1 PRICE:- The Price should be quoted on landed price FOR Destination basis for supply to Rajmahal Area. The final price to be charged by you must clearly be spelt out indicating Basic Ex- works price, Packing & forwarding charges, GST applicable in percentage, Road transportation charges (maximum), Trnsasit Insurance charges, Installation charges separately, if any.

NOTE :- THE BIDDER MUST MENTION HSN CODE OF THIER OFFERED ITEM(S).

- 2 TAX CLAUSE :-

a. "Appointed day" means the date on which the provisions of GST Acts shall come into force:

b. Supplier - "Supplier" in relation to any goods or services or both, shall mean the person supplying the said goods or services or both and shall include an agent acting as such on behalf of such supplier in relation to the goods or services or both supplied:

c.Registration : The bidder is liable to be registered under GST unless they are specifically exempt from registration under specific notification/ circular/ section/ rule issued by statutory authorities.

The bidder claiming exemption in this respect shall submit supporting documents as well as certificate from practicing CA/CMA/CS to the effect that Bidder is fulfilling all the conditions prescribed in notification to make him exempt from registration.

For Example : If the bidder is exempt from Registration under CGST Act, 2017 due to his aggregate turnover in the relevant financial year being less than

Rs.20 lakh then bidder shall submit the copy of Notification along Certificate from practicing CA/CMA/CS to the effect that Aggregate turnover from his all business operation during the relevant financial year is less than 20 lakh and hence he is exempt from Registration under GST Act, 2017.

The expression "aggregate turnover" shall include all supplies made by the taxable person, whether on his own account or made on behalf of all his principals;

d. Composition Scheme : As per Section 10(2)(C) & Section 10(2)(e) of CGST Act, supplier of goods if "engaged in making any inter -State Outward supplies of goods OR he is a manufacturer of such goods as may be notified by the Govertnment on the recommendations of the Council". than he shall not be eligible for a bid under Composition scheme. Where the bidder has opted for composition levy under Sec 10 of CGST, he should declare the fact while bidding.

e. Evaluation of tender and L1 Status : The evaluation of tender shall be done based on cost to company basis. The cost to company shall be ascertained by reducing the total value (including taxes and duties) quoted by the bidder by the amount of CGST & SGST or IGST, GST (Compensation to state) cess eligible for input tax credit.The L1 shall be decided based on cost to company ascertained in manner suggested above.

Where the supplier is an unregistered one i.e (exempt from registration under GST) supplying taxable goods causing ECL liable to deposit tax

- 3 under reverse charge, the CGST & SGST or IGST & GST (Compensation to State) cess, as applicable and payable by ECL under reverse charge, shall be added to cost while ascertaining the landed price. However, in this case also the L1 shall be decided based on cost to company ascertained after deducting the CGST & SGST or IGST and GST (Compensation to state) cess amount eligible for input tax credit, if any, from the total value including tax arrived as above.

f. The rate quoted by the supplier shall be exclusive of CGST, SGST, IGST and GST (Compensation to state tax) cess and it should be strictly as per the format of BOQ. Item wise each element of cost shall be indicated in the respective column specifically provided for that item wise rate of CGST & SGST or IGST and GST (Compensation to state tax) cess , applicable at the time of bidding, shall be indicated by the bidder in respective column of the BOQ. If the bidder has opted for

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composition levy, no tax under GST shall be charged by him in the bill of supply & shall mention the words "Composition taxable person, not eligible to collect tax on supplies" as the top of the bill of supply issued by him.

g. The Tax Invoice raised by the supplier must be in compliance of relevant GST Acts, rules & notifications made thereunder and should bear the GSTIN 20AAACE7590E3ZX of ECL in case of supply to Areas /units of ECL within the state of Jharkhand and GSTIN 19AAACE7590E1Z1 of ECL in case of supply to Areas /units of eCL within the state of West Bengal. The rate and amount of CGST, SGST, IGST and GST (Compensation to State) cess, related to supply of goods, shall be shown separately in tax invoice in case the bidder has opted for composition levy, the bill of supply shall be raised by him in compliance of relevant GST Acts, rules & notifications made thereunder.

h. The CGST & SGST, IGST and GST (Compensation to state tax), as applicable at the time of supply, shall be paid extra against submission of proper tax invoice, as referred above, by the supplier so that ECL could be able to avail input tax credit of such CGST, GST, IGST, GST (compensation to state cess) reflected in the invoice.

i. If ECL fails to claim Input Tax Credit (ITC) on eligible Inputs and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier of goods and services in incorporating the tax invoice issued to ECL in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State)

- 4 Cess shown in tax invoice to the tax authorities 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.

j. The amount of CGST & SGST or IGST and GST Cess, as indicated in the Tax Invoice shall be paid only when they appear in GSTR 2A of ECL and the supplier has filed the valid return in accordance with the provisions of the GST Act and the rules made there under.

k. In the event of any additional tax liability accruing on the supplier of goods and / or services due to classification issue or for any other reason, the liability of ECL shall be restricted to the amount of GST charged on the original tax invoice issued by the supplier.

l. In addition to above, if any other tax /duties are levied over supply of such goods in future, it shall be paid extra.

m. E-way Bill : The e-way bill, if any, required in connection with supply of goods or services shall be arranged by the supplier. However, the e-way bill will be arranged by ECL if the supplier is unregistered one.

n. TDS : The TDS , if applicable, shall be made at applicable rate from the payment made or credited to the supplier.

o. Evidence in support of import of goods : In case of supply of imported goods as per terms of supply order, the supplier shall provide the following documents as evidence in support of import of goods :-

- i. A Certificate from their auditor to the effect that they have paid Rs... as custom duty against the import of goods under supply order and that refund of custom duty, if any, shall be passed on to the buyer.
- ii. Self Attested copy of Principal's Invoice / packing list.
- iii. Self-attested copy of bill of lading/ Airway bill.
- iv. Self attested copy of bill of entry.
- v. Certificate of origin.

The supplier shall provide clear linkage of items as per order with documents furnished under clause (ii), (iii) and (iv).

PRICE : Price should be on firm basis till delivery otherwise the offer will be rejected.

INSURANCE : Since the tender is on FOR destination basis, Insurance shall be arranged/ covered by the tenderer.

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DELIVERY:- Firm and earliest delivery should be quoted.

- 5 CONSIGNEE : Depot Officer, Rajmahal Area Store, PO Bara Simra , Dist : Godda (Jharkhand) Pin 814165.

PAYING AUTHORITY : Area Finance Manager, Rajmahal Area, PO Bara Simra , Dist : Godda (Jharkhand) Pin :814165.

LIQUIDATED DAMAGES:- In case the materials are not delivered within delivery period, ECL reserves the rights to any or all of the following :

A. To recover from the successful tenderer as agreed liquidated damage a sum not less than 1/2% (half percent) of the price of any stores which the successful tenderer has not been able to supply for each or part of week during which the delivery of such store may be limited to 10% (Ten percent). Where felt necessary, the limit of 10% can be increased to 15% or so.

B. To purchase elsewhere after serving due notice to the successful tenderer on their account and at the risk of the defaulting supplier the stores not supplied or other material of a similar description without cancelling the supply order in respect of the consignment not yet due for supply or.

C. To cancel the supply order or a portion thereof, if ECL desires to purchase stores at the risk and cost of defaulting supplier .

E. To forfeit the security deposit or encash the Bank Guarantee fully or in part.

F. Where ever under the contract, any sum of money is recoverable from any payable by the supplier, CIL and its subsidiary Co. shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum or any other contract should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay CIL or its subsidiary co. on demand the remaining balance. The supplier should not be entitled to any gain on any such purchase.

G. The above LD clause shall be applicable subject to standard force majeure clause of ECL.

- 6 VALIDITY: The minimum validity of offers should be for 120 days from the date of opening of the tender.

- 7 PAYMENT: Our normal payment term is 100% Payment within 21 days of receipt, inspection and acceptance of material at site or submission of bill whichever is later.

- 8 FORCE MAJEURE CLAUSE : If the the execution of contract / supply order is delayed beyond the period stipulated in the contract/ supply order as a result of hostilities, declaration of embargo or blockade or flood, Acts of nature or by other contingency beyond supplier's control due to Act of God, then ECL may allow such additional time by extending the delivery period as is considered justified by the circumstances of the case and its decision shall be final. In case additional time is granted by ECL for execution of the contract/ supply order, the contract/ supply order shall be read and understood as if it had contained from its inspection the delivery date as extended.

A. 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, all statutory authority the beginning and end of the causes of the delay, within 15 days of occurrence such force majeure conditions. In the event of delay lasting out of Force majeure, ECL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will

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apply.

B. For delay arising out of Force Mejeure, the bidder will not claim extension in completion time for a period ,the period of delay attributable to the causes of force mejeure and neither ECL nor the bidder shall be liable to pay extra cost provided it is mutually established that the force mejeure conditions did acutally exists.

C. If any of the force mejeure conditions exists in the place of operation of bidder even in the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken into consideration in their quotation.

- 9 GUARANTEE/WARRANTY: Material offered by you should be guaranted for a period of 12 months from the date of installation/commissioning or 18 months from the date of supply, whichever occurs earlier against any manufacturing defects.

Rejected / wrongly supplied / defective spare -parts will be replaced immediately by you at your cost when asked to do so.

MANUFACTURER'S IDENTIFICATION: Manufacturer's indentification must be embossed on the materials by embossing / engraving. Where embossing /engraving is not possible, manufacturer's identification should be put either by painting or stickers.

- 10 FITMENT CERTIFICATE:- You must certify that the materials offered by you shall fit properly in the machine without any modification (deletion / addition).

PRICE JUSTIFICATION: The tenderer is requested to submit price justification with respect to offered items by providing purchase order copy/ copies received from any Govt. Organisation/ PSU/ DGS&D/ CIL or its Subsidiary, Manufacturer' s Price List, if any.

- 11 TEST CERTIFICATE:-

Whereever applicable, manufacturer's Test certificate should be furnished by the supplier alongwith the stores.

- 12 PRICE FALL CLAUSE:

A: Prices charges for the stores to be the supplied under the supply/purchase order by the suppliers shall in no event exceed the lowest price at which suppliers sell the stores or offer to sell the stores of identical description to any customer during the tenure of the supply order.

B. If any time during the period, suppliers reduce the sale price to sell or offer to sell such stores to any other customers at a price lower than orderd price they shall forthwith notify such reduction of sale or offer to sale to us to enable us to amend the rates of the order.

- 13 EARNEST MONEY DEPOSIT: Not required upto 2.00 lakh.

SECURITY DEPOSIT: Not required upto 2.00 lakh.

- 14 INSPECTION: The Final Inspection shall be arranged by consignee for the stores as received at consignee's end and the same shall be final and binding upon the supplier.

- 15 AUTHORISATION: In case the tender is diverted by manufacturers to their Agent/ distributor/ dealer, proper tender specific authorisation/ with validity diversion must be submitted by the Principal addressing to DY GM (MM), Rajmahal Area.

MAKE: Make of the materials should be mentioned in your techno-commercial part of the offer.

- 16 CREDENTIAL:- The vendor should submit their credential towards tendered items / similar items by furnishing self authenticated purchase order

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copy (not more than 5 years old from the date of opening of tender) received from any Govt Organisation/ DGS&D/ PSU including CIL or its subsidiaries other PSUs, Govt Deptt and Private Organisation with their satisfactory performance issued by the respective firms. In absence of requisite credential, the offer shall not be considered as proven tender.

- 17 a. All the documents being submitted should be duly authenticated by you with official seal.
b. Supply orders if placed will be subjected to terms & condition stipulated in the printed "General terms & condition of supply of stores" enclosed unless otherwise stated in the order.
- 18 In case any of the stipulation of this tender or general terms & condition for supply of stores is not found to be in consonance to the stipulation of the specification schedule, then stipulation of the specification schedule shall hold good.
- 19 PRICE CERTIFICATE: Rates should be certified to be lowest as applicable to other Govt. Sectors, PSU including other subsidiaries of CIL & DGS&D.
- 20 METHOD OF EVALUATION OF PRICE:- In spite of asking for FOR price, if tenderers do not quote it, the price will be evaluated/ worked out in the following manner.
- a) In case of Ex-works offer and if the firm does not specify the packing and forwarding charges, 2% of the Ex-works price to arrive at the FOR despatching station price. Insurance charge for loading purpose shall be considered as per the existing transit insurance contract concluded by the subsidiary/CIL
- b) In case of FOR despatching station offer, the following % will be add to arrive at the FOR destination price, as element of estimated freight up to destination.

FOR despatching	Approximated distance of despatching	% of
Station price.	station from site.	
5%	Above	2001 Km
4%	1501 to	2000 Km
3%	1001 to	1500 Km
2%	501 to	1000 Km
1%	500 Km and below	

In case the firm quotes the exact amount of freight or the packing and forwarding charges, the same will be added in place of the above percentage amount.

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