


<p>ईस्टर्नकोलफील्ड्सलिमिटेड (कोल इंडिया का एक अभिन्न अंग) महाप्रबंधकका कार्यालय सतग्राम क्षेत्र, पत्रालय-देवचंदनगर, जिला- पश्चिमबर्धमान, पश्चिमबंगाल-713332 वेबसाइट- www.easterncoal.nic.in</p>		<p>EASTERN COALFIELDS LIMITED (A subsidiary of Coal India Limited) Office of the General Manager Satgram Area P.O.: Deochandnagar Dist.-Paschim Bardhman, West Bengal- 713332 Website- www.easterncoal.nic.in</p>
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Ref No: ECL/SAT/GM/PUR/Tender/w.pub/Stone dust/20-21/104

Date: 15.01.2021

NOTICE INVITING TENDER

(TENDER TYPE – OPEN)

“Eligible for participation by any prospective bidder”

Offers are invited in Single Bid system for the supply of materials as indicated in the attached schedule from manufacturers or their authorized dealer or reputed retailers of the tendered items who are Proven as per "Provenness Criteria" mentioned in the NIT.

Terms and Conditions:

1. GSTIN details and any other related documents to be submitted with the offer, also Bank A/C Number/Banker's Name to be noted in the offer. In case, a firm having proof of enlistment with any other Govt./Semi Govt./Govt. undertaking/ DGS & D/MSMED/SSI/NSIC/ Ancillary of ECL, a copy of same to be submitted with the offer. A copy of manufacturer's Agency/Dealership/Distributorship for required stores, to be submitted in case applicable, with the offer.
2. The tender must be submitted with details and documents containing – (i) Technical & Commercial details (Part-I) containing technical specifications, make, model, technical literature, leaflets, etc and Commercial terms and conditions and, (ii) Price details (Part- II). The offer must be submitted in a sealed envelope superscribing the Tender No. & Date and Due Date of Opening.

All pages of the offer documents should be stamped & signed by the tenderer & The offer must contain E-mail address of bidder.

3. Tender must be submitted in sealed covers, if the tender are submitted locally or by post, the envelopes must be super scribed with the Tender number and date of opening and put in the Tender Box provided for this purpose. If the tenders are sent by post the tender must be sent in double covers. The inside cover & outer cover should bear the address of Tenderer & Purchaser & Tender No. & Date and Due Date of Opening.

4. The offers are to be submitted to the Office of the **Materials Manager, Satgram Area**, ECL, P.O: Devchand Nagar, Dist.: Paschim Burdwan (W.B.), Pin Code – 713332, Purchase Department, on or before the last date & time of submission of tender as mentioned below -

» **The Last Date & Time Of Submission Of Tender – Up To 12.30 PM on 02.02.2021**

» **The Date and Time Of Opening Of Sealed Tender – At 1.00 PM on 02.02.2021**

5. **Delivery terms:** (a) Firm delivery period should be specified in the offer. Price should be firm till delivery. Once the order is placed on the tenderer within the validity/extended validity period of the offer, the price quoted by them in their offer shall remain FIRM throughout the entire period of the operation of the contract.

(b) Delivery should be on FOR destination i.e. Satgram Area Stores, Satgram Area, ECL, P.O: Devchand Nagar, Dist: Paschim Burdwan (W.B.), Pin Code – 713332, on (Door Delivery) basis to be completed within **30** (thirty) days from the date of issue of purchase order. Earlier delivery shall be accepted. It will be obligatory on bidder's part to supply the materials as early as possible. The purchaser will not be responsible to take over any quantity left over after termination of the contract.

(c) LD shall be levied at 0.5% (half percent) of the price(excluding taxes and duties) of the goods/ services which the contractor has failed to deliver within the period fixed for delivery for each week or part thereof subject to a maximum of 10% of the total contract value. In contracts governed by price variation clause, the liquidated damages will be applicable on the prices as varied by the operation of the price variation clause

6. Validity of Offer: The offer of the tenderers shall remain valid for 120 days from the date of opening of the bids. ECL reserves its right to seek further extension of the validity period of the offer.

7. Quotation erased and overwritten will be summarily rejected unless corrections are authenticated with Tenderer's Signature. The offer must be typed. Handwritten offers are not acceptable. Offers not submitted as per instructions in the NIT are liable for rejection. Offers submitted after the due date & Time of submission shall not be considered and it shall be responsibility of the bidder to submit the tender before the due date and time of submission. The offer must contain valid E-mail address of bidder, for the purpose of communication, during or after evaluation of tenders.

8. The prices quoted shall be on "FOR Destination" Basis inclusive of all elements. The final price to be charged by tenderer must clearly indicate Basic Ex- works price, Packing & forwarding charges, GST applicable in percentage, HSN Codes of items, Road transportation charges (maximum) if any, Transit Insurance charges, Installation charges separately if any, as the case may be for the offered price.

9. Extension of due date of tender: ECL reserves the right to extend the due date of tender as deemed fit on case to case basis.

10. Amendment of tender: ECL reserves the right to re-tender/cancel a tender or amends the tender details at any time before due date of tender.

11. ECL reserves its right to physically and by any other method (as applicable) verify the documents and other infrastructure facilities mentioned in the offer and in the event of the results of verification not matching with the information submitted in the offer, suitable penal action may be taken including cancellation of order, Banning/Suspension of business of the tenderer as per extant provisions and rules of purchase manual.

12. All the documents submitted should be genuine and authentic. If at any point of time during the procurement process or subsequently, it is detected that the documents submitted are forged/tempered in any way, the total responsibility shall lie with the bidder and ECL shall have full power to exercise its option to reject the offer and/or ban the firm in ECL for future tenders as per extant provisions and rules of Purchase Manual.

13. Jurisdiction of Courts: Any dispute arising out of or in respect of the contract will be subject to the jurisdiction of Asansol court, INDIA.

14. ECL reserves the right to reject or accept the any offer or withdraw the tender in full or part as the case may be without assigning any reason thereof.

15. ECL reserves the right to short close the contract in case of breach of terms and conditions of the contract by the supplier.

16. In the event of the Bid opening date being declared as a holiday in purchaser's office or a "Bandh/Strike" etc has been declared on that day, the bids shall be opened on the next working day at the scheduled time.

17. Notwithstanding anything contained hereinabove, ECL reserves the right to follow any guideline or instruction received from the Government or any statutory body from time to time.

18. Consignee/ Direct Demanding Officer: Area Materials Manager, Satgram Area Stores, Satgram Area, E.C.L., P.O.: Devchand Nagar, Pin-713332, Dist- Paschim Burdwan (West Bengal).

19. The offered specifications should match the tendered specifications failing which the offer shall be liable for rejection. The tenderers shall quote to the specifications given. They are, however, at liberty to quote for any other alternatives, of same or higher capacity/size/version/ specification etc. which, in their opinion, will serve the purpose. The materials shall conform to relevant IS and in its absence to appropriate BSS/ VDE/ DIN. The decision of Satgram Area, ECL for technically accepting the offered specifications shall be final and binding upon tenderers.

20. Security Deposit: The successful tenderers will have to submit Security Deposit for the 10% value of the total landed value of the contract including all taxes, duties and other costs and charges, without considering Input Tax

Credit. The Security Deposit shall be in the form of a Bank Demand Draft in favour of “Eastern Coalfields limited, Area III” payable at Asansol Branch, within 15 days from date of notification of award or placement of order.

Submission of Security Deposit is exempted for the contracts having value up to Rs.2 lakhs.

21. Provenness criteria: 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 decision of ECL for considering any firm as proven will be final and binding upon the tenderers. Bidders should submit copies of documents in support of provenness criteria, after getting the same certified by the Notary Public. Provenness criteria for Consumable Goods/ Consumables & Spare Parts offered.

Item wise provenness criteria is given below:

i. If the tenderer can submit self attested and notarized copies of formal orders received from ECL Hqrs, placed within last 5 years, of same or higher capacity/size/version/ specification etc. For equipments of unique nature operational only at ECL (to be certified by concerned technical dept), area orders shall also qualify meeting criteria mentioned above. In case of area purchase, orders placed by Hq/areas of ECL shall also qualify meeting criteria mentioned above.

OR

ii. If the tenderer can submit self attested and notarized copies of formal orders received from CIL/Hq 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 along with 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 and notarized 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; along with 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.

OR

vii. For proprietary item/tendered items of specific brand/model/source, provenness criteria shall not be applicable.

(C) 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,

i) If bidders have submitted documents to prove the Startup /MSE status for the tendered item without certificate towards quality, assurance and capability from some authority like MSME, NSIC etc., the tender inviting authority, if needed, may assess the techno-commercial capability of the vendors to manufacture and deliver goods as per the prescribed quality and technical specification before awarding contract to them. If required, a techno-commercial

team of the organization may visit the manufacturing unit of the vendor without any undue delay for quick finalization of the tenders.

ii) If favourable technical capability reports obtained earlier on such firms for supply of the item in question as per the required specification is available, these may be considered, provided date of such reports are not more than one year from the date of opening of bids. In case there is deficiency in technical capability of the firm, the same is to be communicated to them by tender inviting authority for improvement in the quality of their product for future tenders and clearly indicating that their offer cannot be considered for relaxation against the tender in question and to avoid any future complications. The issues relating to Technical capability may be decided by Head of Technical Department.

iii) If bidders have submitted documents to prove the startup/MSE status for the tendered item and whose products are ISI marked/DGMS approved/covered under DGS&D Rate contracts on them/ current holding rate contracts with CIL or its subsidiaries for supply of tendered items/ supplied and proven in CIL or its subsidiary companies/ Proven product of the ancillary unit of a Subsidiary Company of CIL. They will be required to submit the applicable related documents duly notarized for relaxation:-

- Valid BIS Marking License for the quoted items on them , OR
- Rate Contract as issued by CIL/any other subsidiary for the quoted items on them. OR
- Valid DGMS Approval Certificate for the quoted items on them. OR
- Proven Ancillary certificate issued by Subsidiary Companies for the quoted items on them.

The Documents(s)/Certificate(s), by the bidders for ISI marking and DGMS approval for any relaxation should be valid as on date of tender opening and a copy of such document/certificate valid as on date of supply duly notarized, must accompany their bills(s).

(D) Provenness criteria for Fabricated Items: Provenness criteria for items like rest shelter, blasting shelter, mobile pit shelter, spacious rest shelter, watch tower, various types of fencing items, conveyors brackets of different names, steel cogs, steel props, steel sleepers, various fabrication items for belt conveyor with varying nomenclature (like discharge guard for conveyors, self-aligning, adjustable roller bracket, hangers for bottom roller, loop take up assembly, tail end assembly, walkway plates, dust collector, wiper assembly, etc.) should include tendered items as well as similar items.

General fabrication work of same or higher Quantum of Work Done in terms of Weight shall be considered as similar items irrespective of nomenclature.

SPECIAL NOTE:

- 1) Only Techno-Commercially acceptable offers shall be considered for evaluation.
- 2) Bidders should submit copies of documents in support of above provenness criteria, after getting the same certified by the Notary Public.
- 3) Notwithstanding the above stipulations, the decision of ECL for considering any firm as proven will be final and binding upon the tenderers

22. Authorization

In case the principals authorise any sole selling agent/marketing agent/distributor/dealer/trader etc. for the tendered items, they must send copy of their authorisation letter directly by post or email in advance.

N.B: While authorizing any dealer/ distributor to quote against this tender, the principal must ensure the following.

- a. In a tender, either the Authorised to quote against this tender, the Principal or Principal itself can bid but both cannot bid simultaneously for the same item/ product in the same tender.
- b. One manufacture can authorised only one selling agent/distributor against the same item in one tender.
- c. If an authorised selling Agent/Dealer/Distributor submit bid on behalf of the Principal the same agent shall not submit a bid on behalf of another Principal in the same tender for the same item/products.
- d. The authorised dealer /distributor/ trader etc. have to quote the tendered items of the Principal's Make only.

23. Payment Terms :

a. Payment for Spare Parts & Other Consumable Items: 100% payment shall be released within 21 days after receipt and acceptance of the goods at the consignee's end or submission of bills by the supplier along with all requisite documents as per provisions of Purchase order/ contract, whichever is later.

b. Submission of bills: For claiming payment, 4 sets of bills (1 original+3 copies-signed and stamped) should be submitted to the consignee. For DGMS approved products, a copy of valid DGMS approval should also be submitted with the bill. The following documents shall be provided by the supplier at the time of arrival of the Goods at the consignee's end. In case of delay, the Supplier will be responsible for any consequent expenses.

- i. Supplier's invoice showing Contract Number, Goods description, quantity, unit price, total amount;
- ii. Railway receipt/Transporter's consignment note /acknowledgement of receipt of Goods from the consignee(s);
- iii. Manufacturer's/Supplier's warranty / guarantee certificate;
- iv. Manufacturer's Test & Inspection certificate;
- v. Lowest price Certificate,
- vi. Pre-dispatch inspection certificate (if required),
- vii. e-Way bill generated by supplier as per GST rules,
- viii. Any other document specified in the supply order. Note: Separate Bills/challans should be raised for each consignment.

24. Paying authority: Area Finance Manager, Satgram Area, ECL, P.O: Devchand Nagar, Dist- Paschim Burdwan (WB).Pin.-713332

25. Taxes and Duties:

a) Taxes and duties shall be payable extra as legally leviable . Further, in case of reduction in the tax structure, the benefit shall be passed on to ECL.

b) "Appointed day" means the date on which the provisions of GST Acts shall come into force;

c) 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;

d) Bidders are liable to be registered under GST. Unregistered firms are not allowed to participate in this tender and bids submitted by unregistered firms, if any shall be ignored. EMD submitted by such bidders, if any, shall be forfeited.

e) 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 Government 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 Act, he should declare the fact while bidding and submit a certificate from practicing chartered accountant / cost & management accountant /company secretary to this effect alongwith GST registration certificate.

f) Bidders should submit GST registration certificate in the offer (Part-1)

g) CGST & SGST: For intra-state sale, if the bidder is having local office/warehouse in the state of supply and is having valid Goods & Services Tax Identification Number (GSTIN) in that state, then CGST and SGST shall be payable to the bidder as per prevailing CGST and SGST rates.

h) IGST: For inter-state sale, if the bidder is not having local office/warehouse in the state of supply and is having valid Goods & Services Tax Identification Number (GSTIN) in that state of dispatch, then IGST shall be payable as per prevailing IGST rates.

i) GST Compensation Cess: Normally GST Compensation Cess is not applicable for the items purchased by ECL except for Motor vehicles. For purchase of Motor vehicles GST Compensation Cess shall be paid as per prevailing rates.

j) 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 19AAACE7590E1ZI 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.

k) 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.

l) ECL avails Input Tax Credit as per GST Act and rules framed there under for the goods/services for which the same is available. Tenderers are therefore advised to quote CGST & SGST or IGST applicable on the quoted items separately. While comparing the quoted prices, ITC shall be taken into consideration and comparison will be made accordingly. Bidders on whom orders are placed should submit transporter copy of invoice at the time of supply of material wherever ITC is applicable.

m) 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 the 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 shown in the invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes based on such tax invoice shall be recovered from the current bills or any other dues of the supplier.

n) 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. Payment of GST and GST compensation cess is the responsibility of the supplier.

o) 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.

p) In addition to above, 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 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, levies etc the same shall become recoverable from the supplier. The details of such duties, taxes, levies etc along with rates shall be declared by the bidder.

q) 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 would be arranged by ECL if provision of the relevant Act and the rules there under specifically state that the e-way bill is required to be issued by recipient of goods.

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

s) In the event of recovery of any claim towards LD charges, penalty, fee, fine or any other charges from the supplier /vendor, the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the supplier / vendor against their bill / invoice or any other dues.

26. Price Fall Clause : The Bidder undertakes that it has not offered to supply / supplied / is not supplying same or similar product / systems or sub systems at a price lower than that offered in the present bid in respect of any Organization /Ministry Department of the Govt. of India or Coal India Ltd. and / or its Subsidiaries or other PSU or any other private organization during the currency of the contract and if it is found at any stage that same or similar product / systems or sub systems was supplied by the bidder to any Organization / Ministry /Department of the Govt, of India or Coal India Ltd. and / or its Subsidiaries or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded. It shall be responsibility of the supplier to inform the purchaser of offer to supply/ supply of the similar/ordered item(s) at a lower rate to any Organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded.

27. Lowest Price Certificate: The supplier shall submit a certificate along with the bill(s) that it has not offered to supply / supplied the similar/ ordered item(s) at a lower rate to any Organization/ Ministry/ Department of Govt. of

India or Coal India Ltd. and/or its Subsidiaries or other PSU or any other private organization. This certificate shall be submitted also with the offer.

28. Banned or Delisted or Debarred or "Put on Holiday" Suppliers: The bidder as well as the manufacturer (if bidder is not the manufacturer) will give a declaration that they have not been banned or de-listed or debarred or "Put on Holiday" by any Government or quasi-Government agencies or PSUs. If a bidder and/or manufacturer has been banned or delisted or debarred or "Put on Holiday" by any Government or quasi Government agencies or PSU, this fact must be clearly stated and it may not necessarily be a cause for disqualifying them. If this declaration is not given, the bid will be rejected as nonresponsive.

29. Increase / decrease of tender quantity:

ECL reserves the right to increase the tender quantity by 25% or reduce the tender qty as per actual requirement.

30. Purchase preference for ancillary units

a) In tender, the participating ancillary units within the price band of L1 +15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than an Ancillary. Such Ancillary shall be allowed to supply up to 20% of total tendered value over and above the 25% value reserved for MSEs. In case of more than one such ancillary unit, the supply shall be shared proportionately (to tendered quantity).

b) If in a tender, L1 price is quoted by an ancillary unit, then the ancillary who quoted L1 price will get the opportunity for full supply. However, if there are MSEs within L1+ 15% price band, then 25% tender quantity shall be awarded to them subject to their matching L1 price. C). To avail benefit of MSE or Ancillary in a tender, the bidder has to declare in the bid as to whether he would like to avail the benefit of MSE or ancillary.

31. Purchase preference for MSEs:

a) In tender, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of the requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE and such MSE shall be allowed to supply up to 25% of total tendered value.

b) In case of more than one such MSE, the supply shall be shared proportionately (to tendered quantity). Subsequently, it has been clarified by the Ministry of MSME, that in case two or more MSEs are within L1+ 15%, all such vendors need to be given an opportunity to accept L1 price and shall share the 25% of the ordered value equally.

c) Out of 25% of tendered value reserved for MSEs, sub-quota of 4% and 3% shall be earmarked for procurement from MSEs owned by the Scheduled Caste or the Scheduled Tribe (SC/ST) and women entrepreneurs respectively. Provided that, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, 4% and 3% sub-targets for procurement earmarked for MSEs owned by Scheduled Caste or Scheduled Tribe and women entrepreneurs respectively shall be met from other Micro and Small Enterprises.

d) It is clarified that if L1 price is quoted by an MSE, then the MSE who quotes L1 price will get the opportunity for full supply. However, if there are ancillary units within L1+15% price band, then 20% quantity shall be distributed among them at L1 price.

e) Further, in case of non-divisible tenders, an MSE quoting in the price band of L1+15% may be awarded for full/complete supply of tendered value, considering the spirit of policy for enhancing the government procurement from MSEs, subject to bringing down of price to L1 by the MSE concerned.

f) Where any Aggregator appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offers from MSE units and all such facilities would be extended to these also.

g) This Policy is meant for procurement of only goods produced and services rendered by MSEs and not for any trading activities by them. An MSE Unit will not get any purchase preference over another MSE Unit. To avail MSE purchase preference, the tenderer must be a manufacturer of tendered goods or provider of tendered services.

32. ECL reserves the right to shorten/extend the period for supply of materials while concluding the contract. ECL also reserves the right to short close the contract in case of breach of terms and conditions of the contract by the tenderer.

33. Materials are subjected to inspection by an authority to be deputed for the purpose before dispatch or inspection will be carried out in our Area Stores.

34. The packing of all the materials quoted shall confirm to the requirement of the carriers.

35. Liquidated Damages (L.D.) clause: In the event of failure to deliver the stores within the stipulated date/ period in accordance with the supply order, and in event of breach of any terms and conditions mentioned in the supply order, E.C.L. shall have the right,

(a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5%(half percent) of the price of any stores which the successful bidder has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.

(b) To purchase elsewhere, after due notice to the successful bidder on the account and at the risk of the defaulting supplier. the stores not supplied or others 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, and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also

(d) To extend the period of delivery with or without penalty as may be considered fit and proper, the penalty, if imposed shall not be more than the agreed Liquidated Damages referred to in clause (a) above.

(e) To forfeit the performance bank guarantee/ security deposit full or in part.

(f) Whenever under this contract a sum of money is recoverable from any payable by the supplier, Coal India Limited and its subsidiary companies shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum from any other contract should this sum be not sufficient to cover the full amount recoverable. The successful bidder shall pay Coal India Limited and its subsidiary companies on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

36. STARTUPS and MICRO SMALL & MEDIUM ENTERPRISE(MSE):

a. The MSEs those are registered with District Industries Centers (DICs)/ Khadi and Village Industries Commission(KVIC)/ Khadi and Village Industries Board(KVIB)/ Coir Board/ NSIC/ Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises(MoMSME) are eligible for availing benefits under Public Procurement Policy for MSEs Order,2012. The benefits are meant for procurement of only goods produced and services rendered by MSEs. However, traders are excluded from the purview of public Procurement Policy.

b. All MSEs having filed Udyog Aadhar Memorandum (UAM) and issued Udyog Aadhar acknowledgement containing the unique Udyog Aadhar number shall also be eligible for availing benefits under Public Procurement Policy for MSEs Order, 2012. The UAM number have to be declared in the offer.

c. If the offer is from a MSE, the tenderers have to also indicate whether the MSE is owned by a SCHEDULED CASTE (SC) or SCHEDULED TRIBE (ST) along with a notarized copy of cast certificate issued in favour of the owner by the state authority.

d. Definition and eligibility of STARTUPS shall be in line with the OM No F-20/2/2014-PPD(Pt) dated 25th July'2016 of Under Secy to GOI, subsequent amendment if any, Ministry of Finance, Department of Expenditure, Procurement Policy Division, New Delhi. The proof of being startups as per definition as per annexure-A of ACTION PLAN FOR START UPS INDIA as available in the website of DIPP, Ministry of Commerce and Industry for tendered item issued by any statutory authority have to be submitted by the bidder.

37. In case of failure to supply the materials within delivery schedule, any increase in taxes/tariffs/cost of labour or materials etc., shall have to be borne by the supplier if delivery period is extended by Satgram Area, ECL.

38. All other terms & conditions will be governed by the Terms & Conditions of Purchase Manual,2020 of CIL.

39. Guarantee/warranty condition: The tenderers shall give a warranty of satisfactory performance of the unit offered by them for a period of 06 months from the date of Delivery. The supplier shall be responsible for any defects that they develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship and shall remedy such defects at his own cost when called upon to do so.

If it becomes necessary for the supplier to replace or renew any defective portion of the goods, such replacement or renewal should be made by the supplier without any extra cost to Satgram Area, ECL on door delivery basis.

40. Fitment guarantee: The goods should properly fit in/on/to the machines without any modification / alteration for which the same are intended. It must also be guaranteed that the offered materials shall be the exact replacement of the existing parts in respect of fitment, safety & quality. If any of the materials supplied either do not fit properly on the machine or it is established that some other parts of the machine have been damaged due to use of the supplied materials, all such parts so damaged as well as the materials supplied shall have to be replaced on free of cost basis within 30 days of getting intimation from the user project or consignee.

41. Identification marking: Manufacturer's identification mark (Description/Part No. / Sl. No /Make) should be embossed or engraved or punched on each and every item as practicable and wherever possible in non-wearable and visible places of the materials supplied.

42. Manufacturer's test certificate: The firm has to furnish the Manufacturer's Test & Guarantee Certificate with the supplies whenever mentioned in P.O.

43. Technical clarifications including additional documents, if any, may be sought directly by the concerned technical dept.

44. Technical support and service: In addition to normal after sales service, the supplier will render technical support and service to ensure proper usage, maintenance and satisfactory performance of the items supplied.

45. Shortfall documents & Clarifications: Satgram Area, ECL may ask for Shortfall documents / Clarifications, from the L1 bidder in Email provided by them. For this purpose, maximum 2 chances, each of 7(seven) days shall be given. However, no change in the prices of the bid shall be sought, offered or permitted. In case Non- Submission of shortfall documents and/ or clarifications after two chances, the bid/offer shall be considered as non-responsive and may be rejected without assigning any reason whatsoever.

46. In case of any dispute, the decision of General Manager, Satgram Area, ECL will be final.

47. In case of non-compliance of the terms & conditions as specified above the offer may be liable for rejection without any further correspondence. All envelopes containing the tender shall be properly sealed. Envelopes stapled shall not be accepted. Handwritten quotations are not acceptable.

48. Notwithstanding anything contained herein above, ECL reserves the right to follow any guideline or instruction received from the Government or any statutory body from time to time.

49. A DECLARATION OF ACCEPTANCE OF ALL THE TERMS & CONDITIONS AS PER NIT IN THE OFFER TO BE GIVEN

SCHEDULE OF REQUIREMENT

Ref No: ECL/SAT/GM/PUR/Tender/w.pub/Stone dust/20-21/104

Date: 15.01.2021

<u>Sl No.</u>	<u>Description of Material</u>	<u>Part No.</u>	<u>Quantity</u>	<u>Unit</u>
01	Lime Stone Dust		45,000	Kg.

N.B. –Taxes shall be paid Extra as Per Rules.

General Manager
Satgram Area

Material Manager
Satgram Area