



EASTERN COALFIELDS LIMITED
(A Subsidiary of Coal India Ltd.)
Office of the General Manager Jhanjra Area
P.O. :Laudoha, Dist. : Paschim Bardhaman,
Pin-713360, E-mail : ecljnrmm@gmail.com

Ref. No. : ECL/JNR/PUR/ENQ/28/55

Date : 17.04.2020

To

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Sealed quotations are invited of Indigenous make for supply of material as indicated below :

Sl. No.	Description	Qty.
1	DGMS approved well glass light fitting complete with 110V AC 15watt to 20watt LED Bulb, weather proof and FLP, applicable standard a) IEC60079:2011, IS/IEC 60079-0:2014 or its latest amendment for explosive Atmospheres – Equipment – General requirements. b) IP-65 as per IS/IEC 60079 - 2001 or latest amendment.	22 nos.

The tender is due for submission up to 1.00 p.m. on 05.05.2020 & opened on the same day at 3.30 pm in the presence of attending tenderers.

TERMS AND CONDITIONS

1. Tenders should be submitted in sealed envelope. The envelope must be super scribed with the tender number, tender date and tender opening date and to be put into the tender box available at purchase section, Jhanjra Area. If the tender is sent by post, the envelop should be addressed to Chief Manager (MM), Jhanjra Area, P.O. Jhanjra (B.O.), Pin: 713385, Dist.: Paschim Burdwan, West Bengal and must be sent through either registered post or speed post well in advance so as to reach this office before due date & time of opening of the tender. **Responsibility will not be taken by ECL** for misplacement of offer/delay in receipt of offer, if sent through ordinary post/courier or otherwise. Failure to follow the above procedure shall lead to rejection of the offer.
2. Only typed quotation shall be considered. Handwritten quotation will not be accepted. Quotation erased and overwritten will be summarily rejected unless corrections are authenticated with the tenderer's signature. All the pages of tender document should be signed and have company's seal.
3. Offer should conform to the specifications shown above.
4. Bidders should quote the BRAND / MAKE of the items, if any. Manufacturer's trade marking, Product Catalogue and Technical Details as available should be enclosed along with offer. Tenderer should furnish the location and complete address of their works and list of plants and machineries available for manufacturing and testing of stores, wherever required.
5. **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 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. Bidders 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 and notarized copies of formal orders received from CIL/other subsidiaries of CIL/other Public Sector/Govt. Organization, placed within last 5 years, with order qty. 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 user dept.

OR

iii Firms currently holding Rate Contract for supply of similar (similarity to be decided by technical dept.) capacity/size/version/specification etc. 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 5years).

OR

iv If the tenderer can submit self attested and notarized copies of trial orders received from CIL/its subsidiaries placed within last 7 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 similar (similarity to be decided by technical dept.) 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.

6. Principal Manufacture's price list, authorization/dealership/distributorship certificate (whenever required) and supply order copies (if any) received from any Govt. Deptts/ PSU's/ CIL or its subsidiaries in support of your quoted prices should be enclosed.
7. Self attested photocopy of valid MSME/NSIC certificate, GST registration certificate, a copy of PAN Card & Price list (if any) must be enclosed with the offer.
8. Only one authorized representative by the respective tenderer shall be permitted to be present during the tender opening. Representatives of a firm who has not participated in the tender shall not be permitted to be present at the time of opening of a tender.
9. In case any term and condition of our NIT are not quoted / silent in your offer, it shall be assumed to be accepted by you as per our NIT.
10. In case the due date of opening is holiday or **Sunday** or **there is local strike/Bandh**, tenders will be opened on the next full working day.
11. **PRICE:**The prices must be **FIRM** till execution of the order and **FOR Destination** basis for supply to Area Store, Jhanjra Area, ECL. The percentage rate of GST, any other levies / charges should be clearly indicated, else it would be considered to be inclusive in basic price.
12. **EARNEST MONEY:** NIL
13. **SECURITY DEPOSIT:-** NIL
14. **DELIVERY:** Delivery is to be completed within 45 (forty five) days from the date of issue of the purchase order. Early delivery will be accepted.
15. **GUARANTEE/WARRANTY :**The tenderer shall give a warranty for satisfactory performance of the supplied materials for a period of six months from the date of use. The supplier shall be responsible for any defects that develop under the condition provided for by the contract and under proper use, arise from faulty materials, design or workmanship and shall remedy such defects at his own cost when called upon to do so.
16. **Price Fall Clause :**The prices charged for the stores to be 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. If any time during the said period, the suppliers reduce the sale price, sell or offers to sell such stores to any other customer at a price lower than the ordered price, they shall forthwith notify such reduction of sale or offer to sell to us to enable us to amend the rates of the order.
17. **Price Certificate :**Price Certificate should be typed on the body of invoice certifying that the price charged are not higher than the price applicable to any customer in India including CIL/subsidiary companies/DGS&D. A copy of Price Certificate shall be uploaded with the offer under the folder "COMMERCIAL DOCS".
18. **LIQUIDATED DAMAGES :**In the event of failure to deliver or dispatch the stores within the stipulated time mentioned in the supply order, we have the right :a) To recover from the successful tenderer as agreed,
19. **LD @ ½% (half percent)** of the price of any stores, which the successful tenderer has not been able to supply as aforesaid for each week or a part of week during which the delivery of such stores may be in arrears limited to 10%.
20. **FORCE MAJEURE CLAUSE :** If the execution of the supply order is delayed beyond the period stipulated in the supply order, as a result of outbreak of hostilities, declaration of embargo or fire, flood, acts of nature, or any other contingency beyond the suppliers control due to act of God, then ECL may allow such additional time by extending the delivery period as considered to be justified by the circumstances of the case and its decision will be final.
21. **RISK PURCHASE CLAUSE:** In case of failure to supply the materials within the stipulated period, ECL has the right to purchase the materials from other sources with due notice and at the risk and cost of the defaulting supplier.
22. **INSURANCE :**Insurance shall be borne at suppliers cost.
23. **TEST CERTIFICATE :**Test Certificate from Government test house in support of important technical parameters of your offered materials should be enclosed with the invoice, wherever required.
24. **INSPECTION :**The stores as received by the consignee will be subject to inspection at consignee's end and the same shall be final and binding upon to the authority. If any stores are rejected, consignee will be at liberty to :a) Allow the supplier for satisfactory replacement of the rejected part within a specified time, supplier bearing the cost of replacement such as freight etc. on such replacement without being entitled to any extra payment on that account.b) Buy elsewhere the quantity of stores similar to these rejected at the risk and cost of the supplier. c) Terminate the contract whether in part or whole. Rejected part/quantity shall have to be removed by the supplier within 15 days of receipt of intimation of rejection.
25. **PAYMENT :**100% payment will be made within 21 days of the receipt and acceptance of materials at consignee's end or submission of bills with necessary documents stipulated in the order, whichever is later. Please indicate your Bank A/C No., Banker's name & address, RTGS / MICR Code on your invoice which is mandatory for E-payment.
26. **CONSIGNEE:** Area Stores Officer/Depot Officer, Jhanjra Area Store, ECL, P.O. Laudoha, Dist. PaschimBurdwan.
27. **PAYING AUTHORITY :** Area Finance Manager, Jhanjra Area, ECL, P.O. Laudoha, Dist. PaschimBurdwan.
28. **VALIDITY :** The offer should be valid for 120 days from the date of opening of the tender.
29. Clarifications/confirmations/additional documents, if required, may be asked by ECL from the bidders subsequent to the opening of techno-commercial bid (Cover-1) for compliance of NIT terms and conditions.
30. Your own particular terms and conditions of sale may not be considered for our acceptance.
31. If any of the evidences submitted by the bidder found to be forged, tampered or not in order, at any stage of tender processing, the Jhanjra Area, ECL Management shall be free to cancel the tender and take any legal/penal action against the bidder as deemed fit.
32. ECL reserves the right to accept or reject or withdraw the tenders in full or part as the case may be without assigning any reason thereof.

33. Not with standing anything said above ECL reserves the right to follow any guide line or instructions received from Govt. or Statutory Bodies from time to time.
34. In case of any dispute, the decision of **GM, Jhanjra Area** will be final, else are subject to Asansol jurisdiction.
35. Following clauses of CIL purchase manual will be applicable to this contact.
- Clause no. 10.6: certificate in respect of Non Banded or Delisted or put on Holidays supplier must be submitted.
 - Clause no. 10.8.12: GST Rule implemented by Govt. of India.
 - Clause no. 10.11 GCC in annexure-21
 - All pages of tender must be stamped and signed by the bidder.
36. **Penalties for defaulting L1 bidder:** The following penalties shall be imposed on the defaulting bidders who after attaining the L1 position fails to comply with NIT techno-commercial requirements

Sl.	Situation	Penal Provisions
(i)	L-1 bidder is a defaulter for part of items for which he is L-1	50% of EMD amount or Rs.1.00 lakh, whichever is lower is forfeited. In case the defaulter is an EMD exempted bidder, he will be asked to deposit the equivalent amount within 7 days of notice otherwise he will be disqualified in the subsequent tender for the item he participates.
(ii)	L-1 bidder is a defaulter for all items for which he is L-1	100% of EMD amount or Rs.1.00 lakh, whichever is lower is forfeited. In case the defaulter is an EMD exempted bidder, he will be asked to deposit the equivalent amount within 7 days of notice otherwise he will be disqualified in the subsequent tender for the items he participates.
(iii)	L-1 bidder happens to be a defaulter in 2 tenders issued by the same procurement entity within a span of 1 one year	100% of EMD amount of 2nd tender is forfeited. In case the defaulter is an EMD exempted bidder, he will be asked to deposit the equivalent amount within 7 days of notice otherwise he will be disqualified in any of the tenders he participates for a period of 1 year.


 Material Manager
 Jhanjra Area

Distribution:

Sr. Manager (PR), ECL, HQ with a request to arrange uploading in ECL website.
 Notice Board, Jhanjra Area Office.