



EASTERN COALFIELDS LIMITED
(A Subsidiary of Coal India Limited)
OFFICE OF THE GENERAL MANAGER

SODEPUR AREA, E.C.L
P.O.Sundarchak: Dist: PaschimBardhaman : W.B. Pin 713360
Tele : 0341-2510637, Fax No. 0341-2510637

Ref. No. ECL/SDPA/MM/Tender/220/1876

Date: 07.01.2021.

TENDER NOTICE.

1. Time schedule of the tender shall be as under: -

Sl	Event list	Date (DD:MM:YYYY)	Time (HH:MM)
1	Bid submission closing date	22.01.2021	13.00
2	Bid opening date	22.01.2021	15.30

Sl. No.	Item Description	Qty
Spares for Drill Machine.		
01	Cap / Separator for Drill Machine	24 Nos.
02	Planet Pinion with Bearing	22 Nos.
03	Sun Pinion	10 Nos.
04	Ring Gear	08 Nos.
05	Allan Bolt 8 mm	48 Nos.
06	Allan Bolt 6 mm	78 Nos.
07	Plug Male & Pommel with Pin Tub & End Separator	06 Nos.
08	Telescopic Switch	06 Nos.
09	Fan	04 Nos.
1	'L' Type Contact for Surface Haul	24 Nos.
11	'T' Type Contact for Surface Haul	24 Nos.
12	Contact Kit for Drill Panel	04 Nos.
13	Pilot Relay with Base 6V AC	03 Nos.
14	Stator Coil 110 V	02 Nos.
15	Diode 5408 with Screw & Wire	50 Nos.
16	Split Pin 3/16'' x 3''	04 Nos.
17	Bearing, 6004 for Drill Machine	02 Nos.
18	Bearing, 6006 for Drill Machine	02 Nos.

1. Proof of manufacturing capacity of tendered items

The Indian manufacturer shall have to submit documentary evidence like ISO-9001 certificate and /or manufacturing license/certificate etc issued by government authority to establish that they are manufacturer of the tendered item with offered capacity

2. Micro Small & Medium Enterprise(MSE):

- a) In terms of Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 and subsequent Public Procurement Policy for Micro and Small Enterprises (MSEs) Amendment Order, 2018 dated 09.11.2018, MSEs registered with either District Industries Centers (DIC) or KVIC or Khadi and Village Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handloom or having UdyogAadhaar Memorandum are eligible for benefits listed under the above Public Procurement Policy. Entrepreneurs Memorandum (EM-II) signed by DIC is also being used for such purpose.
- b) In terms of MSME's OM No. 21(2) 12016-MA dated 18.02.2016, all MSEs who are having Udyog Aadhaar Memorandum shall also be provided all the benefits available for MSEs under the Public Procurement Policy for MSEs Order, 2012.
- c) MSEs would be treated as owned by SC/ ST entrepreneurs if:
 - i) In case of proprietary MSE, proprietor(s) shall be SC/ST.
 - ii) In case of partnership MSE, the SC/ ST partner(s) shall be holding at least 51% shares in the unit.
 - iii) In case of Public Limited Companies, at least 51% share shall be held by SC/ ST entrepreneurs at any given point of time.
- d) 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.

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- e) 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.
3. **Ancillary:** MSE manufacturers enlisted as ancillary unit of ECL for specific items should possess valid ancillary registration certificate issued by ancillary cell of ECL for the tendered item.
GST:Bidders should upload GST registration certificate in the folder "COMMERCIAL DOCS" under the Technical cover.
4. **Latest Purchase order copy :**The bidder will have to submit a copy of the last (latest) purchase order for the similar/ordered item(s) received by them from any Organization / Ministry / Department of the Govt. of India , Coal India Ltd. and / or its Subsidiaries or other PSU or any other private organization, along with the offer.
5. **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 the 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.
6. **Payment Terms:** Only e-payments shall be made directly into bank account of the supplier/beneficiary. The bank details of the supplier/beneficiary shall be submitted in the offer as per **Annexure-2**. Payment will be made within 21 days from the date of receipt & acceptance of materials.
7. **Paying authority:**Area Finance Manager, Sodepur Area, ECL, P.O.: Sundarchak, Dist. PaschimBardhaman, Pin - 713360.
- 8. Price Bid:**
The tenderer has to fill up the following data in the Price Bid,
- HSN code of the tendered item,
 - Basic price of the tendered item and other incidental charges like packing & forwarding, freight and insurance charges etc; as per scope of BOQ,
 - Type of GST charged on basic price i.e IGST OR 'CGST plus SGST'
 - Rate of GST applicable,
 - GST compensation cess- rate and amount, if applicable for tendered item
 - Installing & Commissioning (I&C) charges, if required as per scope of BOQ
 - Type of GST charged for I & C charges i.e IGST OR 'CGST plus SGST'
 - Rate of GST applicable on I&C charges,
9. **Offer Validity:** 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.
10. **Firm Price:** 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.
- 12. Earnest Money Deposit:**
- EMD should be submitted by the bidders except those who are registered with CIL / Subsidiary Company, Ancillary units of subsidiary company, NSIC, MSEs, Startups and Central/ State Government Organizations/ PSUs irrespective of the stores for which they are registered.
 - In case of Single Tender Enquiry - both with PAC and without PAC, EMD will not be applicable. EMD will also be exempted for OEM/ OES participating in Open/Limited tenders for procurement of Spare Parts for their equipment.
 - Submission of EMD is exempted for a tender value upto Rs. 2 lakhs. Amount of EMD is indicated under IFB.
11. **Guarantee / Warranty:** The materials shall be guaranteed for a period of 12 months from the date of supply against any manufacturing defects.
- 12. Contract Amendments**
Subject to relevant clause of GCC, no variation in or modification of the terms of the Contract/ Purchase Order shall be made except by written amendment issued against the Contract/ Purchase Order.
- 13. Liquidated Damages**
- In the event of failure to deliver or dispatch the equipment/stores within the stipulated date/period in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, the Purchaser 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 equipment/ stores which the successful tenderer 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% (Ten Percent) of the total contract value, or
- (b) To purchase elsewhere after due notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of 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 equipment/ 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 security deposit fully or in part.
- (f) Whenever under this contract any sum of money is recoverable from and payable by the supplier, the Purchaser shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract. Should this sum be not sufficient to recover the full amount recoverable, the successful tenderer shall pay the Purchaser on demand the remaining balance.

The supplier shall not be entitled to any gain on any such purchase.

ii) For the purpose of the calculation of the liquidated damages amount, the basic FOR Destination price shall be considered. For direct imports, the CIP price at Final Place of destination will be considered. Taxes and duties shall not be taken into account for calculation of LD. However, when prices indicated in the order are inclusive of taxes and duties, such prices will be taken for calculation of LD.

14. **Consignee:** Area Stores Officer/Depot Officer, Sodepur Area Store

15. **Delivery period** of supply material should be 30 days from receipt of Purchase Order. In case of failure of supply within the stipulated period.

16. Checklist for submission of documents (notarized) in the folder "TECHNICAL DOCS".

Sl	Item	NIT clause
1	DGMS approval	
2	BIS license	
3	ISO certificate	
4	Manufacturing Licence/Certificate etc issued by Govt authority	
5	Technical literature/leaflet/drawing/ graphs/characteristic curves etc	
6	Department of Telecom Approval Certificate	
7	Test certificate from Government Test Houses	
8	Provenness criteria compliance (PO copy etc)	
9	Format for Proforma For Equipment And Quality Control	
10	Any other document as per Section V and VI	

17. **Security Deposit:** a) 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

b) Submission of Security Deposit is exempted for the contracts having value upto Rs.2 lakhs.

c) All Central/State Government Organization/PSUs shall be exempted from submission of Security Deposit. OEM/OES shall also be exempted from submission of Security Deposit in case of procurement of Spare Parts for equipment against Single Tender Enquiry/Open/Limited Tenders.

18. **Make/Brand** should be mentioned in the quotation if applicable.

19. Incomplete tenders are liable to be rejected

20. Tenderers intending to attend the tender opening should bring proper authentication letter from their Management to attend the tender opening.

21. **In case any of the terms and conditions of our NIT are not quoted / silent in your offer, it shall be assumed to be accepted by you as per our NIT. In case of any deviation of our terms & conditions, those should be clearly highlighted for our consideration of acceptance.**

Material Manager (I/C)
Sodepur Area.

22. In case of any dispute, the decision of **GM, Sodepur Area** will be final.

23. All disputes are subject to Asansol jurisdiction

Note: Quantity mentioned in the letter of enquiry is approximate and General Manager, Sodepur Area reserves the right to reduce or increase the requirement and also reserves the right to reject the tender. Management will not be responsible for postal delay or late receipt of tender. In case the firm is registered unit with M.S.E.D./N.S.I.C. Enterprises or Ancillary unit of E.C.L, they will be exempted for deposit of security Money & EMD. If the office happens to be closed on the date of opening, receiving of tender, as specified, the tender will be opened on the next working date, at the same time and venue. Earnest Money exemptions clause will be applicable in case they are registered under MSMED Act. /NSIC, or Ancillary unit of E.C.L. A copy of the certificate of registration is to be enclosed dully signed by the firm with seal.

CC:-

1. CVO, ECL, HQ, Sanctoria.
2. AE(E&M)/AFM/ASO(Safety), Sodepur Area.
3. Asansol Chamber of Commerce, 361, G.T. Road, Asansol, Dist-Burdwan, PIN 713301.
4. Raniganj Chamber of Commerce, B. P. Khaitan Road, P.O. Box S, Raniganj, PIN 713347.
5. Asansol small scale ancillary association, 81 G.T. Road(East), Murgasol, Dist : Burdwan, PIN 7133301.
6. Notice Board/Cashier, Sodepur Area Office.

Annexure – 1.

LETTER OF BID

To
Material Manager(I/C)-HOD,
MM Department,
Office of the General Manager,
Sodepur Area,
Eastern Coalfields Limited.

Dear Sir,

Sub: Tender No. ----- dated -----.

1. Having examined the Tender Document including Addenda/Corrigenda, if any (insert numbers), we, the undersigned,.....Employee/Partner/Legal Attorney/ Proprietor/Accredited Representative of M/s(name of the bidder firm) offer to supply tendered item/items vide our offer No.datedin conformity with the said Tender Document.
2. We confirm to accept all terms and conditions contained in the tender document unconditionally and there is no deviation in the our offer.
3. We confirm that the contents of the offer are given after fully understanding the NIT terms.
4. We confirm that all information/ documents / credentials submitted alongwith our offer are genuine, authentic, true ,valid true and complete in every respect.
5. We confirm that if any information or document submitted is found to be false / incorrect, at any point of time, the said offer shall be considered absolutely null & void and action as deemed fit may be taken against us including termination of the contract, forfeiture of all dues including EMD/ Security Deposit and Banning of our firm and all partners of the firm as per provisions of NIT/CIL Purchase Manual 2020.
6. We confirm that the items covered under supply orders enclosed with the offer in support/compliance of the Provenness criteria of the tender have been successfully supplied.
7. As per our offer, value of service component is more than 10% of the total estimated value of the complete package of goods and services and we certify that average Annual Financial Turnover of our company (bidder) during the last 3 years, ending 31st March of the previous financial year, was at least 30% of the total estimated value of the tender.
8. We have never been banned or delisted or debarred or "Put on Holiday" by any Govt. or Quasi Govt. Agency or any Public Sector Undertaking.

OR

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We were banned or delisted or debarred or "Put on Holiday" by the organization named "-----
-----" for a period of ----- year/s, effective from ----- to -----

9. We abide by the Code of Integrity for Public Procurement as defined in para 2.3.2, 2.3.3 & 2.3.4 of CIL Purchase manual 2020 and there had been no transgression of this Code during last three years
OR
There had been previous transgression of this Code of Integrity for Public Procurement as defined in para 2.3.2, 2.3.3 & 2.3.4 of CIL Purchase manual 2020 during last three years with (name of entity and country).
10. We certify that there is no Conflict of Interest with any of the Bidders/Agents as defined in para 10.21 of CIL Purchase manual 2020.
11. We confirm that this Bid and your subsequent Letter of Intent/ Purchase Order shall constitute a binding contract on us.
12. We confirm that we shall be responsible for all the contractual obligations including quality aspects, replacement of part/items and warranty/ guarantee obligations.
13. We confirm that we shall be responsible for providing the required after sale service.

Dated this ____ day of ____ 20- _____ Signature _____
Name _____
Designation _____

- Note: 1. This letter should be on the letterhead of the bidder.
2. In case the person who has signed LOB is not bidding himself and has authorized another person to bid online on his behalf, then a authorization on non- judicial stamp paper duly notarized by the person signing the LOB in favour of person bidding online, is required to be uploaded as per Annexure-2.

Annexure - 2.

FORMAT FOR BANK DETAILS FOR ELECTRONIC PAYMENT

To
Material Manager(I/C)-HOD,
MM Department ,
Office of the General Manager,
Sodepur Area,
Eastern Coalfields Limited.

Dear Sir,
Sub: Authorization of all our payments through Electronic Fund Transfer system/RTGS/NEFT/LC.

We hereby authorize ECL to disburse all our payments through Electronic Fund Transfer system/RTGS/NEFT. The details for facilitating the payment are given below:

1	Supplier's name & address	
2	Particulars of Bank account	
A	Name of Bank	
B	Name of Branch and address	
C	9 - Digit Code number of the bank and branch appearing on the MICR cheque issued by the bank	
D	Type of account [S.B. account / Current account or Cash Credit with code (10/11/13)]	
E	Ledger No. / Ledger Folio Number	
F	Account Number (as appearing on the cheque book)	
3	Date of effect	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

(.)
Signature of the Customer / Vendor /
Supplier / Contractor
Date:

Certified that the particulars furnished above are correct as per our records.
Bank's Stamp
Date:

(.)
Signature of the authorised official of the bank.