NOTICE FOR PRE NIT MEET

A Pre NIT (Notice Inviting Tender) meeting is scheduled to be held on 23-Jul-15 at 11:00 AM at D (T) Conference Hall, MCL HQ for finalizing the technical specification parameters for items as detailed below, before floating of Tender Enquiry for procurement of these items.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Brief Description of Item proposed to be tendered</th>
<th>Qty. (Nos.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>3D Terrestrial Laser Scanner with Data processing software</td>
<td>U4</td>
</tr>
</tbody>
</table>

Only PROVEN Manufacturers or their Authorized Dealers/Distributors/Selling Agents having establishment in India (where manufacturer is not quoting directly as a matter of policy) are entitled to participate.

The intending bidders will be considered as "Proven", if they satisfy the following conditions:

"The tendered item or items of higher specification must have been supplied in the past to any Government/Public Sector Undertakings (Indigenous or Global) or any Private Industry (Indigenous or Global), against two different Firm supply orders consisting not less than 33% (cumulative) of tendered quantity, and having satisfactory performance report from the user for a period of not less than 06 (six) months"

For any clarifications in the matter please contact the following address:-

General Manager (MM)
Materials Management Department
At/P.O. Jagruti Vihar, Burla
Dist. Sambalpur – 768020 (Odisha)
Ph: +91 (0663) 2542521(0)
FAX: +91(0663) – 2542734
E-mail, cgm-mm.mcl@nic.in

The notice along with draft NIT for pre NIT meet is available at: www.mcl.gov.in and www.tenders.gov.in

General Manager (MM)
NIT No.: MCL/SBP/MMD/SEC-I/R- /3D TLS/  

Dated: ...............  

**e-TENDER NOTICE**  
(for Procurement of Equipments: DOMESTIC TENDER)

1. Tenders are invited on-line on the website https://mcltenders.gov.in from the eligible bidders having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA.

<table>
<thead>
<tr>
<th>Description of Item</th>
<th>Estimated/ Indent Value (In Rs.)</th>
<th>Earnest Money (In Rs.)</th>
<th>Application fee (In Rs.)</th>
<th>Delivery Period (In Days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3D Terrestrial Laser Scanner with Data processing software. Qty – 04 Nos.</td>
<td>7,26,00,000/-</td>
<td>14,52,000/-</td>
<td>NIL</td>
<td>90</td>
</tr>
</tbody>
</table>

(The above tendered item(s) is (are) eligible/ not eligible for CENVAT Credit)

2. **Time Schedule of Tender:**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>particulars</th>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Tender e-Publication date</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>Document download start date</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td>Document download end date</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d.</td>
<td>Bid Submission start date</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e.</td>
<td>Bid submission end date</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f.</td>
<td>Start date for seeking Clarification on-line</td>
<td></td>
<td></td>
</tr>
<tr>
<td>g.</td>
<td>Last date for seeking Clarification on-line</td>
<td></td>
<td></td>
</tr>
<tr>
<td>h.</td>
<td>Techno-Commercial Bid Opening date*</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. **Deposit of EMD:**

Earnest Money can be deposited online only on e-Procurement portal of MCL by following mode:

(a) Online fund transfer from Axis Bank  
(b) NEFT from any Scheduled Bank

(EMD through NEFT has to be paid strictly as per the challan generated by the respective bidder on e-procurement portal of MCL. The EMD payment through NEFT mode should be made well ahead of time to ensure that the EMD amount is transferred to MCL account before bid submission)

The bid can be submitted only when the online EMD is received by MCL. If the payment is made by the bidder within the last date & time of bid submission but not received by MCL within the specified period due to any reason then the bid will not be accepted. However, the EMD will be refunded back to the bidder.

State/Central Government Organisations/PSU, valid DGS&D/NSIC registered firm (for the tendered items), valid Ancillary Units of MCL (for the tendered items) and Micro / Small Enterprises [MSE] (for the tendered items) are
exempted from submission of EMD. Such bidders will have to upload the scanned copy of the documents as specified below in support of their claim for exemption of EMD during submission of bid on-line

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Category of bidders</th>
<th>Documents against exemption of EMD</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>State/Central Government Organisations/PSU</td>
<td>Self declaration</td>
</tr>
<tr>
<td>2</td>
<td>DGS&amp;D/NSIC registered Firms</td>
<td>Valid and Complete DGS&amp;D/NSIC Registration certificate for the tendered items Self Certified and attested by Notary Public</td>
</tr>
<tr>
<td>3</td>
<td>Ancillary Units of MCL</td>
<td>Valid and complete Ancillary Status certificate for the tendered items Self Certified and attested by Notary Public</td>
</tr>
<tr>
<td>4</td>
<td>Micro / Small Enterprises [MSE]</td>
<td>Valid and Complete Micro / Small Enterprises [MSE] Registration certificate for the tendered item issued by District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises. (self authenticated and attested by Public Notary).</td>
</tr>
</tbody>
</table>

4. **Refund of EMD:**

EMD of rejected bidders (except the bidders whose EMD is to be forfeited) at any stage will be refunded directly to the account from which it has been received. No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.

If the refund of EMD is not received by the bidder in the account from which the EMD has been paid due to any technical reason then it will be paid through e-payment. Bidder may have to submit Mandate Form for such e-Payment, if the mandate is not submitted by the bidder earlier.

In case the tender is cancelled then EMD of all the participating bidders will be refunded unless it is forfeited by the Purchaser.

If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then the EMD will be refunded automatically after the opening of Part I tender [i.e. Techno-Commercial Did].

The Earnest Money deposited by the L-1 bidder / Successful Bidder will be refunded on receipt of required Security Money from the bidder.

5. The “General Terms & Conditions” as enclosed in the NIT at Annexure-A shall form an integral part of the NIT and will also form a part of the Supply Orders placed against this tender.

6. **Clarification of Bid:** The bidder may seek clarification online within the specified period. The identity of the Bidder will not be disclosed by the system. The department will clarify as far as possible the relevant queries of bidders. The clarifications given by department will be visible to all the bidders intending to participate in that tender. The clarifications may be asked from the day of Publication of NIT. The period for seeking clarification by bidder will be upto 7 (seven) days before the end date of bid submission. The replies to clarifications sought by bidders shall be given at least 2 (two) days before the end date of bid submission.

7. **Eligibility Criteria:**

   A. **Basic Eligibility:** The bidder should be any of the following:

      a. Indian Manufacturer of the tendered items.

      or

      b. Indian Selling Agent/Dealer/Distributor authorized by the Indian Manufacturer of the tendered items, if the manufacturer does not quote directly as a matter of policy.

      or

      c. Indian Selling Agent/Dealer/Distributor authorized by the Foreign Manufacturer of the tendered items.

   **Note:**
i. In a tender, either the authorised Selling Agent / Dealer / Distributor on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

ii. One manufacturer can authorize only one selling agent / Dealer / Distributor against the same item in one tender.

iii. If an authorised Selling Agent / Dealer / Distributor submits a bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:

Confirmation in the form of Yes/No, regarding possessing documentary evidence for being either a manufacturer of the tendered item/items (being quoted by the bidder) or possessing specific authorization from their principal manufacturer to quote against the specific tender as their authorized Selling Agent / Dealer / Distributor.

B. Provenness Criteria:

The type & model of the equipment to be offered by the bidder must have been supplied in the past to any Government/Public Sector Undertakings (Indigenous or Global) or any Private Industry (Indigenous or Global) and performed satisfactorily for a period not less than one year from the date of commissioning.

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:

Confirmation in the form of Yes/No regarding possessing the satisfactory performance certificate along with supply orders for the type and model of the offered equipment supplied to any Government / Public Sector Undertakings (Indigenous or Global) or any Private Industry (Indigenous or Global) for a period of not less than one year from the date of commissioning.

C. VAT/Sales Tax Registration:
The bidder should possess a VAT / Sales Tax Registration issued by Sales Tax department of any Indian State/Union Territory.

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:

Confirmation in the form of Yes/No regarding possessing of VAT / Sales Tax Registration certificate issued by Sales Tax department of any Indian State/Union Territory.

D. Permanent Account Number (PAN):
The bidder should possess Permanent Account Number (PAN) issued by Income Tax department, Govt. of India.

In respect of the above eligibility criteria the bidders are required to furnish the following information on-line:

Confirmation in the form of Yes/No regarding possessing of Permanent Account Number (PAN) issued by Income Tax department, Govt. of India.

Other / Additional Eligibility Criteria shall be applicable as mentioned in the relevant clauses of this NIT.

8. Technical Specification Parameters: The materials to be offered by the bidder must conform to the Technical Parameter Sheet [TPS] uploaded along with this NIT.

9. Submission of Bid:

a. In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal ([https://mcttenders.gov.in](https://mcttenders.gov.in)) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India, and which can be traced up to the chain of trust to the root certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one-time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person.
b. The bidders have to accept unconditionally the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Commercial & General Terms & Conditions, along with on-line undertaking in support of the authenticity of the declarations – regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be accepted.

c. **Letter of Bid:** The format of Letter of Bid (as given in the NIT at Annexure - B) will be downloaded by the bidder and will be printed on Bidder’s letterhead and the scanned copy of the same will be uploaded during bid submission in cover-I [i.e. Techno-Commercial Bid]. This will be the covering letter of the bidder for his submitted bid. The content of the “Letter of Bid” uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.

The Letter of bid will be digitally signed by DSC holder submitting bid online and it does not require any physical signature. However, if the Letter of Bid (LOB) bears the physical signature in addition to the digital signature of DSC holder, it will be accepted without questioning the identity of person signing the Letter of Bid.

d. If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid will be rejected.

However inclusion of any additional redundant information by the Bidder in the submitted Letter of Bid (LOB), which does not contradict the content and spirit of original format of LOB uploaded by department will not be a cause of rejection of his/her bid.

c. **Technical Parameter Sheet:** The Technical Parameter Sheet containing the technical specification parameters for each tendered item will be in Excel format and will be downloaded by the bidder and he will furnish all the required information on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission. Non-compliance of any one specification parameter of any item will disqualify the bidder in that item. The Technical Parameter Sheet which is incomplete and not submitted as per instruction given above will be rejected.

**TPS Make & Model (In case of Equipment/ Machinery Purchase)**
Bidders are to indicate the Make & Model of their quoted items (text should be between 5 to 50 Character) in the appropriate column, failing which the bidders shall not be eligible for the particular item.

f. **Price Bid:** The Price Bid/BOQ comprises 02 sheets (i.e. BOQ Sheet and Sheet1) in Excel Format one of these is for Bidder & the other sheet is the calculation sheet.

Sheet 1 is to be filled up as per the requirement i.e. in terms of percentage or in absolute value.

The calculation sheet (BOQ sheet) shall remain protected and bidder cannot enter any data in this sheet. However, the bidder can view this sheet to check their final figure of their bid.

In case the tendered item is eligible for CENVAT CREDIT then the lowest L1 status shall be decided by deducting the following price components from the landed price viz Excise Duty, Service Tax (if applicable), Education Cess for Domestic Bidders from the landed value. Incase of Domestic Bidders for Imported materials Counter Vailing Duty, Custom Cess & Special Additional Duty paid by them during import shall be deducted from the Landed value to decide the L1 Status.

Domestic Bidders having Excise Registration Certificate are required to indicate their Central Excise Registration number on the designated cells of the “Sheet for Domestic Bidders” [Under Price Bid / BOQ].

If the Bidder is exempted from paying Excise Duty, they have to mention as “NOT APPLICABLE” in the space of Central Excise Registration number in the “Sheet for Domestic Bidders” [Under Price Bid / BOQ]. In case they become Successful Bidder, they will have to submit Excise exemption document.
**CENVAT CREDIT** is available on countervailing duty, on special additional duty of customs and educational & higher educational cess etc, for which successful bidders shall be required to submit a copy of the bill of Entry along with their bills for import goods.

All bidders including first stage & second stage dealers shall be required to take Excise Registration and submit cenvatable invoice for excisable goods unless the bidder is exempted from doing so as per relevant provision of excise notification. Firms claiming exemption from taking Excise Registration shall submit documentary evidence to this effect as per relevant provision of Rule 9(2) of Excise Rule 2002. Failing in compliance to this, the offers are liable for rejection. Successful Bidder / Bidders are required to upload the documents enlisted in Clause 25. C. 1 to the above effect.

As entry tax is applicable for all Domestic bidders @ 2% rate presently applicable), this component will be taken into consideration by the system for calculating the landed price of all bidders, the bidders from the state of Odisha should not include Entry Tax Component in their Basic Price.

The landed price will be calculated automatically by the system in the Excel Sheet. Thereafter, the bidder will upload the same Excel file during bid submission in cover-II [i.e. Price Bid / BOQ]. The Price-bid will be in Item-wise Rate BOQ format and the bidder may quote for any or all the tendered items and the L-1 will be decided for each item separately. The Price bid of the bidders will have no condition. The Price Bid which is not submitted as per instruction given above will be rejected.

N.B. “The evaluation of prices to arrive L-1 status will be made on FOR destination basis, all inclusive along with AMC charges and service charges for 5 years”

10. All bids are to be submitted on-line on the website [https://mcltenders.gov.in](https://mcltenders.gov.in). No bid shall be accepted off-line.

11. **Modification and Withdrawal of Bid**

Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as he may wish.

Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded automatically after the opening of Price Bid [i.e. Techno-Commercial Bid]. However, if the bidder wants to withdraw his bid he will not be able to resubmit the bid in that particular tender.

For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of supply order with the following provision of penal action:

a. If the request of withdrawal is received before online notification for opening of price bid, the EMD will be forfeited and bidder will be debarred for 6 months from participating in tenders in MCL. The Price-bid of remaining bidders will be opened and the tender process shall go on.

b. If the request of withdrawal is received after online notification for opening of price bid, the EMD will be forfeited and the bidder will be debarred for 1 year from participating in tenders in MCL. The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:

i). If the bidder withdrawing his bid is other than L-1, the tender process shall go on

ii). If the bidder withdrawing his bid is L-1, then re-tender will be done for the items in which this bidder was L-1.

**Note:**

i). In case of clause (a) & (b) above, a letter will be issued to the bidder by Tender Inviting Authority with the approval of Tender Accepting Authority (in case Board is Tender Accepting Authority then with the approval of CMD), stating that the EMD of bidder is forfeited and this Bidder is debarred for six months (in case of Clause-a) OR one year (in case of Clause-b) from participating in tenders in MCL. This letter will be circulated to all Areas and MCL-HQ. and the updated list will be maintained by all Tender Inviting Authority/Evaluators.

ii). Penal action against clause (a) & (b) above will be enforced from the date of issue of such order.
12. **Bid Validity:** The validity period of the tenders shall be minimum 120 (one hundred twenty) days from the end date of submission of bid.

The bidder shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to take action as per clause No.11 (Modification and Withdrawal of Bid) of NIT.

13. **PRICES:** Prices quoted must be FIRM till delivery; otherwise the offer will be rejected.

The destination point for delivery of materials will be as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Qty</th>
<th>Consignee</th>
<th>Destination Point (Place of delivery of materials)</th>
<th>Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>02</td>
<td>01 No.</td>
<td>Depot Officer, Regional Stores, MCL, Lakhapur Area</td>
<td>Depot Officer, Regional Stores, MCL, Lakhapur Area P.O.: Bandhabahal, Dist.: Jharsuguda-768233 Orissa, Rly. Stn. Brailainagar (SECR) TIN: 21211700002 CST: SA III(C) 1350 Dt.18.11.98</td>
<td>Lakhapur OCP – 01 No.</td>
</tr>
<tr>
<td>03</td>
<td>01 No.</td>
<td>Depot Officer, Regional Stores, IB Valley Area, MCL</td>
<td>Depot Officer, Regional Stores, IB Valley Area, MCL Samaleswari Open Cast Project, P.O.: Brahjarajnagar – 768 216 Dist. Jharsuguda (Orissa) Rly Stn – Brahjarajnagar (ECor) TIN: 21211700002 CST: SA (C) III,561 Dt.23.7.1973</td>
<td>Samaleswari OCP – 01 No.</td>
</tr>
</tbody>
</table>

The bidder will be responsible for safe arrival of materials to the destination points as mentioned above. However, the unloading and stacking of materials will be the responsibility of the consignee.

The bidder should quote their unit rate on **FOR** (Free on Road/Rail) destination basis in a specified format containing the breakup of applicable taxes and duties, freight, insurance as per the requirement of BOQ (Sheet1) i.e. in percentage or absolute value. Entry tax component shall automatically be calculated by the system for calculation of Landed price. The presently applicable rate is @ .... %. Bidders from with-in the state of Odisha should quote their basic price exclusive of entry tax and other components of the price in percentage or absolute value along with the basic price of each item. The landed value will be calculated automatically by the system based on the price quoted by the bidders, by summing up the basic rate with other price elements as given by bidders online and L1 bidder shall be decided by the system. However the items for which MCL is eligible for availing CENVAT Credit the system shall deduct the following Price elements (i.e. Excise duty, Service tax, Counter Vailing Duty [CVD], Special Additional Duty [SAD], Education Cess, etc.) from the landed Value for arriving at the L1 Status.

**Excise Duty: (For Domestic Bidders):** Bidders are required to indicate Excise Duty and Service Tax separately in the BOQ wherever applicable.
In case MCL is eligible for CENVAT Credit, at the time of evaluation of tenders to arrive the lowest landed rate quoted, the amount of Excise Duty and Service Tax including education Cess will be deducted from the landed cost for evaluation of tender and for deciding the L1 status.

Domestic bidders are to indicate their Central Excise Registration no. and Excise Tariff code on the designated cells of the “Sheet 1”. This is to be followed strictly.

Countervailing duty (CVD) & Special Additional Duty (SAD): (Indian selling agent, dealer, distributor authorized by foreign manufacturer) In case MCL is eligible for CENVAT Credit, at the time of evaluation of tenders to arrive at the lowest landed rate quoted, the amount of countervailing duty (CVD) including Custom Cess and Special Additional duty (SAD) will be deducted from the landed cost for evaluation of tender and for deciding the L1 status.

Non submission of any price component by bidder will be taken as ‘zero’ by the system, the evaluation will be done accordingly and that price element will be assumed to be included in the basic price quoted by the bidder.

14. Taxes and Duties: In case of any increase in Taxes and Duties after the last date of submission of bid and upto the stipulated delivery period, the same shall be reimbursed by the Company on production of documentary evidence in support of payment actually made to the concerned authorities. In case of any increase in Taxes and Duties after expiry of the stipulated delivery period, such increase will be borne by the Supplier. In case of any decrease in Taxes and Duties after the last date of submission of bid and upto the delivery period (stipulated/extended), the same shall be recovered from the Supplier.

15. Applicable Rate of Entry Tax: The applicable rate of Entry tax for the tendered items will be @ 2 % (rate presently applicable) on the total price including all taxes and Duties

Note: In respect of supplies from the states other than Odisha, Entry Tax will be paid by MCL but for the supplies from within the state of Odisha the Entry Tax will be paid initially by the bidder, which will be reimbursed by MCL. Entry tax component shall automatically be calculated by the system for calculation of Landed price. The rate presently applicable is @ 2 %. Bidders from within the state of Odisha should quote their basic price exclusive of entry tax.

16. Applicability of CST:
Concessional CST is applicable for the tendered items and form “C” will be issued by MCL to the Supplier

17. Delivery Schedule: The Delivery period shall be as follows:

The delivery of the materials is to be completed within 90 days of the placement of supply order.

Note: Materials should not be supplied after expiry of scheduled Delivery Period. However, after expiry of delivery period supplier may request the order placing authority for extension of delivery period and materials to be supplied only after getting extension of delivery period.

18. Guarantee/Warranty: The Guarantee/Warranty period shall be as follows:

The bidder shall be fully responsible for the manufacturer’s warranty in respect of proper Design, Quality, Workmanship of the materials for which these are intended for. Accordingly the firm shall furnish Guarantee/Warranty certificate along with the bill for satisfactory performance of the ordered materials for a period of 18 months from the date of receipt and acceptance of materials at ultimate destination or 12 months from the date of issue/commissioning whichever is earlier. Any defective material shall be replaced by the firm within 30 days of intimation from the consignee without any extra cost to MCL. All cases of warranty replacement will be decided on the basis of joint inspection of the failed item, held between the user and the Manufacturer’s representative
19. **Cost of Bidding**: The bidder shall bear all costs associated with the preparation and submission of his bid and MCL will in no case be responsible and liable for those costs.

20. **Currencies of Bid and Payment**: The unit rates shall be quoted by the Bidder entirely in Indian Rupees only.

21. It is the bidder’s responsibility to comply with the system requirements i.e. hardware, software and internet connectivity at bidder’s premises to access the e-tender website. Under any circumstances, MCL shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

22. The Techno-commercial bid will be decrypted and opened on-line on the pre-scheduled date and time by the Bid Openers with their Digital Signature Certificate (DSC). The participating bidders may view the opening of Techno-commercial bid remotely online. Thenceforth, the Techno-commercial bid shall be evaluated by the system on-line based on the information furnished by bidders on-line in accordance with Clause No.7 (Eligibility Criteria), Clause No.8 (Technical Specification Parameters) and Clause No. 9 (Submission of Bid). This on-line evaluation will be validated by Tender Committee of MCL.

23. After evaluation of Techno-commercial bid, all the bidders will get the information regarding status of their eligibility along with the date of Price-bid opening on their personalized dash board and also by system generated e-mail. It will be the bidder’s responsibility to check the status of their Bid on-line at least once daily, after the opening of Techno-commercial bid till opening of the Price-bid. No separate communication will be made to the bidder in this regard.

24. The Price-bid of the successful bidders (qualified in Techno-commercial bid) will be decrypted and opened on-line on the pre-scheduled date and time by the Bid Openers with their Digital Signature Certificate (DSC). The participating bidders may view the opening of Price-bids remotely on-line. The bidders will get the information regarding the status of their financial bid and ranking of bidders on website.

25. After opening of Price-bid, the list of documents required to be submitted by L-1 bidder as enlisted in the NIT will be specified on-line by Evaluator indicating the start date and end date giving 7 days (7x24 hours) time for on-line submission by bidder. The L-1 bidder will get this information on their personalized dash board under "Upload confirmatory document" link. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the bidder’s responsibility to check the updated status/information on their personalized dash board at least once daily after opening of Price-bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder will upload the scanned copy of self certified and attested by notary public of all the specified documents in support of the information/declarations furnished by them on-line within the specified period of 7 days. However, the affidavit may be scanned and uploaded as it is, without any additional self certification and attestation by Notary public.

A. **Basic Eligibility Criteria [Ref. Clause No.7(A) of NIT]**: The following specified documents depending on the category of bidders:

<table>
<thead>
<tr>
<th>SI No.</th>
<th>Category of Bidder</th>
<th>Scanned copy of documents (Self certified and attested by Notary public) to be uploaded by L1 bidder in support of Basic Eligibility Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>Indian Manufacturers</td>
<td>Any one of the following documents (self authenticated and attested by Public Notary)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>a. Factory license/Manufacturing license</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b. NSIC registration certificate</td>
</tr>
<tr>
<td></td>
<td></td>
<td>c. DGMS registration certificate</td>
</tr>
<tr>
<td></td>
<td></td>
<td>d. SS/DIC registration certificate</td>
</tr>
<tr>
<td></td>
<td></td>
<td>e. Valid ISO Certificate</td>
</tr>
<tr>
<td></td>
<td></td>
<td>f. Valid BIS license/certificate</td>
</tr>
<tr>
<td></td>
<td></td>
<td>g. Valid DGMS approval</td>
</tr>
<tr>
<td></td>
<td></td>
<td>h. Micro / Small Enterprises [MSE] Registration certificate issued by District Industries Centre or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small</td>
</tr>
<tr>
<td>Sl. No.</td>
<td>Alternative Proveness Criteria</td>
<td>Scanned copy of documents (Self certified and attested by Notary public) to be uploaded by L1 bidder in support of Proveness Criteria</td>
</tr>
<tr>
<td>--------</td>
<td>------------------------------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------</td>
</tr>
</tbody>
</table>
| 1      | A complete set of Firm supply order for the type and model of the offered equipment supplied to any Government/Public Sector Undertakings (Indigenous or Global) or any Private Industry (Indigenous or Global) : (self authenticated and attested by Public Notary) ; | The Supply order must contain the following information:  
1. Name of the organization issuing the supply order  
2. Reference of Supply order Number with date of issue  
3. Type and model of equipment |
| 2      | The satisfactory performance certificate issued by the same organization for the same equipment (w.r.t supply order submitted as above) for at least one year from the date of commissioning : (self authenticated and attested by Public Notary) ; | The performance certificate must contain the following information:  
1. Reference of Supply order  
2. Date of Commissioning  
3. Satisfactory performance for at least one year from the date of commissioning. |

C. Other Eligibility Criteria: All the following specified documents:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Other Eligibility Criteria</th>
<th>Scanned copy of documents (Self certified and attested by Notary public) to be uploaded by L1 bidder in support of Other Eligibility Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>All Bidders including first stage &amp; second stage</td>
<td>Any one of the following documents (self authenticated and attested by Notary public to be uploaded by L1 bidder in support of Other Eligibility Criteria)</td>
</tr>
</tbody>
</table>

NOTE: The certificate in respect of Micro Small Enterprises Registration, NSIC Registration, SSI Registration, DGS&D Registration, ISO, BIS License and DGMS approval must be valid on the date of tender opening [i.e. Techno-Commercial Bid].
stage dealers shall be required to take Excise Registration and submit cenvatable invoice for excisable goods unless the bidder is exempted from doing so as per relevant provision of excise notification (Ref. Clause No.9(I) of NIT)

2. VAT/Sales Tax Registration (Ref. Clause No.7(C) of NIT)

attested by Notary Public:
(1) Excise Registration Certificate.

(2) Firms claiming exemption from taking Excise Registration shall upload documentary evidence to this effect as per relevant provision of Rule 9(2) of Excise Rule 2002.

3. Permanent Account Number (Ref. Clause No.7(D) of NIT)

4. Digital Signature Certificate (DSC) (Ref. Clause No.9(a) of NIT)

PAN Card issued by Income Tax department, Govt. of India (self authenticated and attested by Public Notary)
If the bidder himself is the DSC holder bidding on-line then no document is required.
However, if the DSC holder is bidding online on behalf of the bidder the Power of Attorney or authorization as mentioned at Clause no. 9 is required. (self authenticated and attested by Public Notary)

5. An Affidavit on a non-judicial stamp paper of minimum value of Rs.10 regarding genuineness of the information furnished by the bidder on-line and authenticity of the documents being produced by him/them before Tender Committee in support of his eligibility, as per the format given in the NIT at Annexure-C

6. Any other document to support the qualification information as submitted by the bidder on-line (self authenticated and attested by Public Notary)

D. Technical Specification Parameters [Ref. Technical Parameter Sheet [TPS] uploaded along with this NIT]: All the following specified documents:

<table>
<thead>
<tr>
<th>Item Code</th>
<th>Technical Specification Parameter</th>
<th>Scanned copy of documents(Self certified and attested by Notary public) to be uploaded by L1 bidder in support of Technical Specification Parameters</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Ref. Technical Parameter Sheet [TPS] uploaded along with this NIT</td>
<td>The L-1 bidder is to submit the catalogue/technical literature of the items for verification by our technical member and list of the item/accessories.</td>
</tr>
</tbody>
</table>

Note: Only one file in .pdf format can be uploaded against each eligibility criteria. Any additional relevant documents to support the information/declarations furnished online by the bidder against eligibility criteria may also be attached by the bidder in the same file to be uploaded against respective eligibility criteria.

The Tender Committee will examine the uploaded documents against information/declarations furnished by the L1 bidder online. If it conforms to all of the information/declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered eligible for award of Contract.

In case the Tender Committee finds that there is some deficiency in uploaded documents or documents have not been uploaded by L-1 bidder within the stipulated period then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date giving 7 days (7 x 24 hours) time for online re-submission by L-1 bidder. The L-1 bidder will get this information on their personalized dash board under “Upload Confirmatory Document” link. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the bidder's responsibility to check the updated status/information on their personalized dash board at least once daily after opening of Price-bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder will upload the scanned copy of self certified and attested by notary public of those specified documents within the specified period of 7 days.

No additional time will be allowed to the bidder for on-line submission of documents

The tender will be evaluated only on the basis of documents uploaded by L-1 bidder online. The L-1 bidder is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.
a. If the L-1 bidder submits requisite documents online as per NIT for all his quoted items (for which he was L-1) then the bidder will be considered eligible for all the quoted items (for which he was L-1).

b. If the L-1 bidder submits requisite documents online as per NIT for some of his quoted items (for which he was L-1) but for rest of his quoted items (for which bidder was L-1), either fails to submit requisite documents or any of the information/declaration furnished by L-1 bidder online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder (for the first time), then the bidder will be considered eligible for those items for which the valid requisite documents have been submitted. For the balance items, re-tender will be done (with the same or different quantity, as per the instant requirement) in which the offer from this bidder will not be accepted and 50% of EMD deposited by this L-1 bidder or Rs.1.00 lakh, whichever is lower will be forfeited.

The Penal action of debarring the bidder in Retender will be restricted to first Retender only. If the first Retender is not finalized and there is second Retender, then this penal action will not be applicable.

c. If the L-1 bidder fails to submit requisite documents online as per NIT for all of his quoted items (for which he was L-1) or if any of the information/declaration furnished by L-1 bidder online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder for all of the items quoted by this bidder for which the Bidder was L-1 (for the first time), then 100% of EMD deposited by this L-1 bidder or Rs.1.00 lakh, whichever is lower will be forfeited and re-tender (with the same or different quantity, as per the instant requirement) will be done for the items in which this bidder was L-1.

The Penal action of debarring the bidder in Retender will be restricted to first Retender only. If the first Retender is not finalized and there is second Retender, then this penal action will not be applicable.

d. If the L-1 bidder fails to submit the requisite documents online as per NIT for any of his quoted items (for which he was L-1) in two tenders, floated by the same tender inviting authority, within a span of one year (to be counted with respect to date of e-publication of NIT), or if any of the information/declaration furnished by L-1 bidder online is found to be wrong by Tender Committee during evaluation of scanned documents uploaded by bidder, which changes the eligibility status of the bidder, for any of his quoted items (for which the bidder was L-1) in two tenders, floated by the same tender inviting authority, within a span of one year (to be counted with respect to date of e-publication of NIT), then 100% of EMD deposited by this L-1 bidder will be forfeited and this bidder will be debarred for one year from participating in tenders in MCL and re-tender will be done for the items in which this bidder was L-1.

e. It is responsibility of L-1 Bidder to upload legible/clearly readable scanned copy of all the required documents as mentioned above.

Note:

i. In case of clause (b) & (c) above, a letter will be issued to the bidder by Tender Inviting Authority with the approval of Tender Accepting Authority (in case Board is Tender Accepting Authority then with the approval of CMD), stating that the bidder is not allowed to participate in the next retender and if such act is repeated next time within a span of one year, this bidder will be debarred for one year from participating in tenders in MCL. The amount of EMD which is forfeited due to failure on the part of bidder to submit requisite documents within stipulated time is also to be indicated in this letter.

ii. In case of clause (d) above, a letter will be issued to the bidder by Tender Inviting Authority with the approval of Tender Accepting Authority (in case Board is Tender Accepting Authority then with the approval of CMD), stating that the EMD of bidder is forfeited and this Bidder is debarred for one year from participating in tenders in MCL. This letter will be circulated to all Areas and MCL-HQ, and the updated list will be maintained by all Tender Inviting Authority/ Evaluators.

iii. Penal action against clause (b), (c) & (d) above will be enforced from the date of issue of such order. Such orders must be issued before inviting the retender.

26. Ancillary policy and MSE Policy: The facilities / preferences for procurement of materials from the Ancillary units and Micro / Small Enterprises (MSE) shall be done as per the MCL Procurement Policy for Ancillary as well as
Micro / Small Enterprise [MSE]. The Detailed MCL's Policy regarding Procurement from Micro / Small Enterprises and Ancillarised units of MCL as per [MSE] Order 2012 and Existing Ancillary Policy of MCL is available at MCL website: www.mcl.gov.in

To avail the facilities/Preferences for Ancillary Unit and Micro / Small Enterprises [MSE] have to upload the required documents (Self authenticated and attested by Public Notary) as specified in clause No. 3 of the NIT to confirm their eligibility

27. Qualification Criteria:

i) The bidder should be in a position to supply at least 50% (nearest whole No.) of the tendered quantity within the specified delivery schedule mentioned in the NIT, failing which their offer shall be considered as non-responsive and no further evaluation of their bid shall be done.

ii) The bidder should clearly specify in the Excel Sheet of the TPS, the quantity of equipment which they are in a position to supply within the specified delivery schedule.

iii) In case, bidder agree to supply full tendered quantity within specified delivery schedule and they stand L1, order for 100% of the tendered quantity shall be placed on them.

iv) In case, bidder is not in a position to supply 100% of the tendered quantity but offer to supply minimum 50% or more of the tendered quantity within specified delivery schedule and stand lowest bidder (L1 on landed price basis), the order for their offered quantity within specified delivery shall be placed on them and for balance quantity, order shall be considered on L2 bidder subject to matching the L1 landed price. In case L2 bidder don't accept L1 landed price, similar process of counter offering L1 landed price to L3 tenderer, L4 tenderer and so on shall be followed for placement of order for balance quantity, subject to their matching L1 landed price

28. Placement of Supply Order: The bidder whose bid has been accepted, will be intimated about placement of supply order on-line and also by registered/speed post by the employer. The scanned copy of the supply order will be uploaded, on the e-procurement portal and the original copy will be sent to the L-1 bidder/s through Registered / Speed Post. The L-1 bidder/s will get the information regarding placement of supply order on their personalised dash-board on-line. The date of receipt of order will be taken as the date on which the scanned copy of Supply Order is uploaded on the e-Procurement portal or 7th day from the date of issue of Supply Order by Registered/Speed Post whichever will be earlier. It will be the responsibility of the firm to download the same from MCL portal. On receipt of supply order, the successful tenderer shall submit his acceptance of supply order within 15 days from the date of order. Failure to accept the supply order within the specified period may entail cancellation of supply order and the firm's performance will be recorded for further dealings with them.

29. The supply should be completed within the stipulated period of delivery which shall be reckoned from the date of receipt of Supply Order.

30. Security Deposit: The successful tenderer will be required to deposit Security Money equivalent to 10% of the value of the awarded contract, in the form of Demand Draft or irrevocable Bank Guarantee issued by any scheduled Bank in the prescribed format (as given in the NIT at Annexure-D), within 15 days from the date of receipt of Supply Order. The Bank Guarantee submitted towards Security Money shall be valid for a minimum period of ninety days beyond the stipulated delivery period. Failure to deposit the required Security Money within the specified period shall entail cancellation of Supply Order and the case shall be processed to order elsewhere and the firm's performance is to be kept recorded for future dealing with them.

The Security Deposit shall be refunded within 30 days of satisfactory execution of the contract. For unsatisfactory performance and/or contractual failure, the Security Deposit shall be forfeited. In case of extension of the delivery period the validity of Bank Guarantee submitted towards Security Deposit shall be suitably extended to cover the required validity period of ninety days beyond the extended delivery period.

State/Central Government Organisations/PSU, valid DGS&D/NSIC registered firm (for the tendered items) and valid Ancillary Units of MCL (for the tendered items) are exempted from submission of Security Deposit.
In case the value of Security Deposit works out to be less than Rupees Five Lakhs, then the same shall be deposited in the form of Demand Draft. No Bank Guarantee shall be accepted by MCL for a value less than Rupees Five Lakhs.

Provision for operating Bank Guarantee locally at Sambalpur, Odisha shall also be stipulated in the above Bank Guarantee by the issuing outstation Bank. The complete Postal address, Telephone Number, FAX Number and e-mail address of both the outstation issuing Bank as well as the local operating branch should also be mentioned on the Bank Guarantee.

In case the validity period of the above Bank Guarantee needs extension the same shall be extended for a minimum period of three (03) months.

31. **Performance Guarantee:** The successful tenderer will be required to deposit Performance Guarantee equivalent to 10% of the value of the awarded contract for each equipment separately, in the form of Irrevocable Bank Guarantee issued by any scheduled Bank in the procribed format (as given in the NIT at Annexure E), before the supply of each equipment. The Bank Guarantee submitted towards Performance Guarantee shall be valid for a minimum period of ninety days beyond the stipulated warranty period of 01 year & AMC period of 05 years i.e. total 06 (six) years.

Security Money may be converted into Performance Guarantee by extending the validity of Bank Guarantee. In case the successful tenderer wants to convert their “Bank Guarantee for Security Deposit” into Performance Guarantee, the validity of Bank Guarantee for Security Deposit should be suitably extended to cover the required validity period of ninety days beyond the stipulated warranty period of 01 year & AMC period of 05 years i.e. total 06 (six) years.

The Performance Bank Guarantee shall be released within 30 days of expiry of warranty period, if no claim is pending. For unsatisfactory performance and/or contractual failure, the Performance Guarantee shall be forfeited.

In case the value of Performance Bank Guarantee works out to be less than Rupees Five Lakhs, then the same shall be deposited in the form of Demand Draft. No Bank Guarantee shall be accepted by MCL for a value less than Rupees Five Lakhs.

Provision for operating Bank Guarantee locally at Sambalpur, Odisha shall also be stipulated in the above Bank Guarantee by the issuing outstation Bank. The complete Postal address, Telephone Number, FAX Number and e-mail address of both the outstation issuing Bank as well as the local operating branch should also be mentioned on the Bank Guarantee.

In case the validity period of the above Bank Guarantee needs extension the same shall be extended for a minimum period of three (03) months.

32. **Inspection Clause:**

**Final Inspection:** Final inspection of materials shall be carried out at the consignee’s end by Area Survey Officer/SO(Svy) of respective OCP before acceptance of materials. The purchaser shall at its discretion have the right to test the supplied materials in any Government testing laboratory. The sample of materials used for testing shall be on Supplier’s account. If the test shows that the materials are conforming to the specification, the supplied materials shall be accepted and the testing charges shall be borne by the department. However, if the test shows that the materials are not conforming to the specifications, the supplied materials shall not be accepted and the testing charges shall be borne by the Supplier and the materials shall be removed and replaced by the supplier within a reasonable time.

33. **Payment Terms:**

**A. Indian Bidders (For Indigenous materials)**

Payment of 80% basic cost of equipment and 100% taxes, duties, freight & insurance shall be made through e-Payment within 21 days of receipt and acceptance of equipment at consignee’s end or submission of bill, whichever is later and receipt & acceptance of Performance Bank Guarantee by the order placing authority. Payment of balance 20% basic cost of equipment along with Installation & Commissioning charges (if any) shall be made within 21 days of successful commissioning & training of equipment. However, the payment of Excise Duty
shall be made against production of documentary evidence in support of payment actually made to the concerned authorities.

B. Indian Bidders (For Imported materials)

Payment of 80% basic cost of equipment and 100% taxes, duties, freight & insurance shall be made through e-core within 21 days of receipt and acceptance of equipment at consignee's end or submission of bill, whichever is later and receipt & acceptance of Performance Bank Guarantee by the order placing authority. Payment of balance 20% basic cost of equipment along with Installation & Commissioning charges (if any) shall be made within 21 days of successful commissioning & training of equipment.

The supplier has to produce a certificate from their Auditor certifying that they have paid Customs Duty as per prevailing Custom Rates and refund, if any, shall be passed on to the buyer. This certificate is to be submitted along with supplies/bills.

The supplier has to produce the following documents along with supplies/bills:

1) Copy of Invoice/Packing List of Manufacturer drawn in favour of Indian Authorized Dealers/Distributors/Selling Agents along with original.

2) Copy of Bill of Entry together with the original.

3) Copy of Bill of Lading drawn in favour of Indian Authorized Dealers/Distributors/Selling Agents showing the manufacturer as Seller/Exporter/Shipper/Consignor.


NOTE: The original documents will be returned after verification by the Consignee.

A. AMC Payment

The payment of the AMC charges is payable on quarterly basis after rendering satisfactory services of each quarter of AMC period. The bill shall be duly certified by the Area Survey Officer/ISO (Svy) and counter signed by the General Manager of the respective area.

AMC bill shall be submitted to Area Finance Manager of the respective area along with the Engineer’s visiting reports of successful attending complaints or preventive maintenance of the equipment.

34. Liquidated Damages: In the event of failure to deliver or despatch the stores within the stipulated date/period in accordance with the cpmplex and/or specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, MCL should have the right:-

a) To recover from the successful tenderer, a sum of 0.5% (half percent) of the price of any 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).

b) To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of similar description without canceling 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 liquidated damages referred to in clause (a) above.

e) To forfeit the security deposit fully or partly.

f) Whenever, under this contract, a sum of money is recoverable from and payable by the supplier, MCL 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 contract should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay MCL on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

35. **Price Fall Clause**: The price charged for the stores/equipments supplied against this tender by the bidder shall in no event exceed the lowest price at which the bidder sells or offers to sell the stores of identical description to any other organization during the period of contract.

If the supplier at any time during the period of contract reduces the sale price, sells or offers to sell such stores/equipment to any other organization at a price lower than the price chargeable under this contract, the supplier shall forthwith notify such reduction of sale price to the MCL and the price payable under the contract for stores/equipment supplied after the date of coming in force of such reduction in sale price, shall stand correspondingly reduced.

36. **Price Certificate**: In the event of placement of Supply Order on the lowest tenderer they shall have to submit a price certificate in all their invoices in the following format:-

"It is certified that the price charged in this invoice does not exceed the lowest price at which we sell or offer to sell the stores of identical description to any other organisation during the period of contract".

37. **Risk Purchase**: In the event of failure of the supplier to deliver or despatch the stores within the stipulated date/period of the supply order, or in the event of breach of any of the terms and conditions mentioned in the supply order, the Company have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. It is mentioned clearly in this tender enquiry that in the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may be recovered from the bills against any other supplies pending in MCL and also in any other Subsidiary Companies/ Coal India Limited.

38. **Force Majeure**: If the execution of the contract/supply order is delayed beyond the period stipulated in the contract/supply order as a result of outbreak of hostilities, declaration of an embargo or blockage or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God, then the purchaser may allow such additional time by extending the delivery period as he considers to be justified by the circumstances of the case and his decision in this regard shall be final. If and when additional time is granted by the purchaser, the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended. Power failure will not be considered as a force majeure conditions.

39. **Indigenous Certificate**: A domestic manufacturer shall be considered as an indigenous manufacturer, if every equipment manufactured and offered by them against tender has indigenous material content cost plus labour content cost in excess of 30% of Ex-works value of the equipment including all taxes & duties – to these effect bidders shall give a declaration.

40. **Way Bill(s)**: As per present rules of Odisha State Govt. the material transaction for MCL, from outside of Odisha shall take through e-Way Bill. A format of e-Way Bill (enclosed) on readiness of the consignment at firm's end, Firm's are advised to fill all the required information in the format and send the same to respective consignees through Fax/e-mail/hard copy. Consignee shall generate e-Way Bill on the basis of information furnished by the firm and will be sent to them through fax/e-mail/hard copy for arranging dispatch / transportation of material.

41. Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.

42. The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

43. The Company reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.

44. The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to accept the tender in part and not in its entirety.
45. Matters relating to any dispute or difference arising out of this tender and subsequent contract awarded based on this tender shall be subject to the jurisdiction of Local District Court.

46. **Arbitration:** In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the department of public Enterprises to be nominated by the Secretary to the Govt. of India in-charge of the Deptt. of public Enterprises. The Arbitration and conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Govt. of India. Upon such reference the dispute shall be decided by the Law Secretary or the special Secretary/Additional Secretary, when so authorized by the law secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.

The arbitration clause mentioned above shall be applicable only in case of orders/contracts to be placed on Public Sector Enterprises/Government Departments.

45. **Annual Maintenance Contract (AMC)**

1. The terms and conditions of AMC will come into force immediately after the expiry of warranty period and will be in force for a period of 5 years.

2. The AMC shall include periodic replacement & maintenance & attending emergency breakdown.

3. The consumables & spare required during the repair & maintenance shall be supplied by you & the cost of such item shall be borne by us.

4. You shall be maintaining sufficient inventory of such spares & depute the service engineers to attend the breakdown. In case of any breakdown, the system is to be brought on to operation & installed on site within a period of 7 days from the date of intimation.

47. **Integrity Pact:** (applicable for tendered value over Rs.50 Lakhs):

The bidder has to accept the user portal agreement in which he has to mandatorily accept the integrity pact (as given in the NIT at Annexure-F) along with other terms & conditions. Hence, it is not required to download the integrity pact format and upload the amc after signing it.

Name, address and contact Number of the Independent External Monitor:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Contact Number</th>
</tr>
</thead>
</table>

48. This tender and resultant supply order will be governed by CIL purchase manual / guidelines of CVC, New Delhi/ Govt. of India and extant procedures of MCL issued from time to time.

General Manager (MM / HOD)
Encl:

Annexure "A" General Terms and Conditions of Supply of Stores
Annexure "B" Format of Letter of Bid
Annexure "C" Proforma for Affidavit to be submitted by the L-1 bidder
Annexure "D" Format of bank guarantee for Security Guarantee
Annexure "E" Format of bank guarantee for Performance Guarantee
Annexure "F" Integrity Pact
Annexure "G" Mandate form for Electronic Fund Transfer/Internet Banking payment
Annexure "H" Issue & Utilization Procedure of e-Way Bill
<table>
<thead>
<tr>
<th>S. No</th>
<th>Description of Item</th>
<th>Specification Parameter</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>3D LASER SCANNER</td>
<td>Terrestrial laser scanners ruggedized to withstand the tough mining environment along with 2x24VDC battery packs with charger, 1 X Data recorder tablet with data transferring Software, cable, Rugged type carry case. Tripod, Wooden Telescope Tripod. Laser scanner with a fully integrated digital camera, enabling simultaneous capture of 3D laser point clouds with overlaid photo pixels. It features an integrated GPS and digital compass.</td>
</tr>
</tbody>
</table>

**TECHNICAL specifications of 3D Laser Scanners:**

- Laser beam must be class I with eye safety
- Maximum range not less than 2000m off reflector.
- Minimum range 2.50 m or less.
- Range accuracy ± 1mm to 6 mm.
- Repeatability ± 6 mm or better.
- Exit aperture < 8 mm or better.
- Beam divergence 0.25 mrad.
- Angular step selectable .02° to 0.025°.
- Angular scanning range not less than 80° vertical, 360° horizontal.
- Battery Interchangeable, Battery backup more than 2.5 hours operation.
- Fine leveling 20" or better.
- Coarse leveling 10" over any tilt.
- Constant operating temp. 0 to 55°C (Short exposure 40 to 55°C).
- Storage temp -40° ± 70° C.
- Measurement Accuracy: 10 mm at point of maximum measurement range.
- Move, Rotate, Scale, Mirror & copy Objects, find boundaries, check surfaces, add facet and automatically fix holes in triangulation smart facet reduction tools. Fragmentation of surfaces based on intersection.

**MINING TOOLS:**

- Scan selected sections of a pit and integrate the new data into the current pit model. Automatic toe and crest detection in open pits.
- Calculate volume between two surfaces. Two surfaces divide by bench level, with in a void, between two solids etc.
- Update of open pit models by integrating new selected scan data, automatically determined surface high/low points.
- Create major and minor contours, export contour as DXF, DXX, or DWG strings.
<table>
<thead>
<tr>
<th>CAD TOOLS</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Design points, line &amp; polygons. Create text &amp; shapes, move, delete, &amp; insert points.</td>
</tr>
<tr>
<td>- Work in the visualization environment so geometric can be drawn on the scans &amp; views can be changed interactively during the editing process.</td>
</tr>
<tr>
<td>- Smart line function to create poly lines of scan data, on both scan points &amp; surfaces.</td>
</tr>
<tr>
<td>- Extrude features such as circles, rectangles, &amp; squares as well as arbitrary CAD lines.</td>
</tr>
<tr>
<td>- Create labeled contour &amp; sections from surface, crop surface by extruded polygon.</td>
</tr>
<tr>
<td>- Survey point creator, create girded spot height from surfaces, automatically joins, separate line or close lines into loops.</td>
</tr>
<tr>
<td>- Semi-automatically extract toe &amp; crest lines on open cut mine models.</td>
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<tr>
<td>- Annotate scenes with the signs, scale bars &amp; dimension lines, Project points &amp; lines to a 2D plane, design points, lines &amp; polygon, move, insert or delete points.</td>
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<tr>
<td>- Compass, ±1°</td>
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<tr>
<td>- Internal GPS L1</td>
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<tr>
<td>- Data recorder unbound USB plus wireless ruggedized tablet controller.</td>
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<tr>
<td>- Mounting standard tri brach mount GPS mount external 5/8 &quot;UNC thread carry cash customized case</td>
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<thead>
<tr>
<th>FEATURES OF THE 3D LASER SCANNER:</th>
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<tbody>
<tr>
<td><strong>Scanning Range:</strong> Scan at 80 Khz for ranges not less than 2000m, with 80° vertical &amp; 360° horizontal field of view.</td>
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<tr>
<td><strong>Integrated digital camera:</strong> 70 or higher mega pixel panoramic camera, with no calibration or alignment necessary.</td>
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<td><strong>Ergonomic design:</strong> It should be developed for 1 person operation &amp; field portability.</td>
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<tr>
<td><strong>Alignment telescope:</strong> Integrated motorized survey grade telescope for back sighting.</td>
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<td><strong>Built-in tools:</strong> Internal digital compass &amp; integrated GPS further stream line in filed survey.</td>
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<tr>
<td><strong>Wireless controller:</strong> Dedicated ruggedized controller for parameter definition scans management &amp; viewing.</td>
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