NOTICE FOR PRE NIT MEET

A Pre NIT (Notice Inviting Tender) meeting is scheduled to be held in the Office of the General Manager (MM), MCL, for finalizing the terms, conditions and technical specifications for items as detailed below, before floating of Tender Enquiry for procurement of the following item.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Brief Description of Item proposed to be</th>
<th>Date &amp; Time of Pre NIT meet</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Procurement of 01 Rail-cum-Road Hydraulic Excavator Backhoe (Diesel)</td>
<td>24.08.2015 at 11.00 AM</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 equipment to be offered by the tenderer shall be considered proven provided 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".

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

**General Manager (MM/HOD)**
Office of the General Manager (MM)/HoD
Materials Management Department
At/P.O. Jagruti Vihar, Burla
Dist. Sambalpur – 768020 (Odisha)
Ph: +91 (0663) – 2542521(O)
FAX: +91(0663) – 2542734
E-mail, CGM-MM.mcl@nic.in

The notice is also available at: www.mcl.gov.in, www.tenders.gov.in

[Signature]
General Manager (MM/HOD)
**NIT No.: MCL/SBP/MMD/SEC-II/R-2/15-16/RAILEXCV/GLOBAL/**  
**Dated: 2015**

**e-TENDER NOTICE**  
(for Procurement of Equipment : GLOBAL 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>Rail Cum Road Hydraulic Excavator Backhoe</td>
<td>96,00,000.00</td>
<td>1,80,000.00</td>
<td>Not Applicable</td>
<td>120</td>
</tr>
</tbody>
</table>

(The above tendered item is eligible 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 where 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 Bid].

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” and “special terms & conditions” as enclosed in the NIT at Annexure-A and at Annexure-I respectively 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 e-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.
Note: In exceptional cases where a large number of queries from bidders are expected, the period for seeking clarification may be kept maximum upto 15 (fifteen) days before the end date of bid submission, but the minimum period given to the bidders for seeking clarification should not be less than 10 (ten) days in such cases.

The Tender Inviting Authority will be responsible for replying/responding to the clarifications online within the prescribed time frame. However, if the Tender Inviting Authority feels that the query is of such a nature that advice of tender committee or any other authority is required to give clarification, he may do so to reply the queries within the prescribed time limit. The queries of bidders clarified on-line and also unanswered queries of bidders shall be referred in the TCR.

7. **Eligibility Criteria:**
   A. **Basic Eligibility:** The bidder should be any of the followings:

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

   **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 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 online:

   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. **Proveness 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 online:
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 for Indian Bidders: The Indian 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 online:

Confirmation in the form of Yes/No that the bidder is either a foreign bidder or possess the VAT/ Sales Tax Registration certificate issued by Sales Tax department of any Indian State/Union Territory.

D. Permanent Account Number (PAN) for Indian Bidders: The Indian 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 online:

Confirmation in the form of Yes/No that the bidder is either a foreign bidder or possess the Permanent Account Number (PAN) issued by Income Tax department, Govt. of India.

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://mctenders.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 and General Terms & Conditions and special terms and conditions (if any), 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 letter head 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.
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.

e. **Technical Parameter Sheet (TPS):** 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 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 03 sheets (i.e. BOQ Sheet, Sheet for Domestic Bidder, and Sheet for Foreigner Bidder) in Excel Format one of these is for Domestic Bidders, one for Foreign Bidder & the other sheet is the calculation sheet.

The sheet named as “Sheet for Domestic Bidder” is for Domestic Bidders and “Sheet for Foreigner Bidder” for Foreigner Bidder

The calculation sheet (BOQ Sheet) shall remain protected and no bidder can enter any data in this sheet. However, the bidder can view this sheet to check the final figure of their bid.

If any bidder fills up both the sheet, i.e. "Sheet for Domestic Bidder" as well as "Sheet for Foreign Bidder, then their offers shall be treated as not eligible for further evaluation.

Domestic Bidder shall fill only the “Sheet for Domestic Bidders” and Foreign Bidder shall fill only the “Sheet for Foreign Bidders”. All the column have to be filled as per the requirement of the format i.e. in percentage or absolute value.

In case the tendered item is eligible for CENVAT CREDIT then the Lowest [L-1] 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 Foreign bidders and 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 Indian bidders @ 2.00% (rate presently applicable), this component will be taken into consideration by the system for calculating the landed price for all Indian bidders. The bidders from the state of Odisha should not include Entry Tax Component in their Basic Price.

The foreign bidder has to select the country from where the delivery is to be made from the list as either USA, Canada, Japan or OTHERS. They will have to quote their FOB Price only.

The currency of quoted price elements will be taken automatically by the system for calculation of the landed price as per the currency selected by the bidder during on-line bid submission. If the bidder has selected the Type of Currency as 'INR' during on-line bid submission, then country from where the delivery is to be made is necessarily to be selected as 'INDIA' by the bidder in the Excel Sheet. The bidders who have selected the Type of Currency other than 'INR' during on-line bid submission, will have to select the country from where the delivery is to be made as either USA, Canada, Japan or OTHERS in the Excel Sheet. In case of any mis-match the bid will be outrightly rejected. Foreign bidders should indicate the Port of Delivery.

In case of Domestic bidder the landed price in INR and in case of foreign bidder the landed price in the currency selected by the bidder 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 Lowest Bidder [L-1] will be decided for each item separately. The Price-bids of the bidders will have no condition. The Price Bid which is not submitted as per instruction given above will be rejected.

10. All bids are to be submitted on-line on the website 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 on-line only before the deadline of submission of tender and the bidder may modify and resubmit the bid on-line 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 Part I tender [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.
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 L1, 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 L1.

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:**

A. **For Domestic Bidders**

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 Sl.No.</th>
<th>Quantity</th>
<th>Consignee</th>
<th>Destination Point (Place of delivery of materials)</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>01</td>
<td>Depot Officer, Regional Stores, IB-Valley Area, MCL, Samleswari Open Cast Project</td>
<td>Depot Officer, Regional Stores, IB-Valley Area, MCL</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 bidders 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 (Sheet for Domestic Bidder) 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 @ 2.00 %. 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.

**B. For Foreign Bidders.**

Prices quoted must be FIRM till delivery on FOB (Free on Board) port/airport of delivery basis, otherwise the offer will be rejected.

The FOB prices shall be converted into FOR destination prices in Indian Rupees in the following manner to arrive at the landed price of the Import offers:-

<table>
<thead>
<tr>
<th>Sl.no</th>
<th>PRICE ELEMENTS</th>
<th>Price components in percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>FOB Price</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Freight Charges from the Port/Airport of Delivery to Indian Port/airport.</td>
<td>For USA, Canada and Japan Sectors - 12% of FOB</td>
</tr>
<tr>
<td></td>
<td></td>
<td>For All other Sectors - 10% of FOB</td>
</tr>
<tr>
<td>3</td>
<td>C&amp;F Price</td>
<td>1+2</td>
</tr>
<tr>
<td>4</td>
<td>Marine Insurance from Load Port to Ultimate Consignee.</td>
<td>a) Insurance premium on C&amp;F @ 0.0725%, 5% Discounted Insurance premium, i.e. 3 X 0.000 88875</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) Service Charge on the Discounted Insurance premium @ 12.36% i.e) 3 X 0.000 88875 X 12.36 %</td>
</tr>
<tr>
<td></td>
<td></td>
<td>c) Insurance premium on C&amp;F @ 0.0725%, Discount on Insurance premium @ 5%, Service Charge on the net amount @ 12.36% [i.e. (4a + 4b), or 3 x 0.000774]</td>
</tr>
<tr>
<td>5</td>
<td>Indian Agency Commission i.e. .....% of FOB (If Applicable)</td>
<td>1 X @ .....%</td>
</tr>
<tr>
<td>6</td>
<td>Service Tax on Indian Agency Commission 12.36 %</td>
<td>5 X @ 12.36 %</td>
</tr>
<tr>
<td>7</td>
<td>CIF Price in Foreign Currency</td>
<td>( 3 + 4c + 5 + 6 )</td>
</tr>
<tr>
<td>8</td>
<td>Assessable Value</td>
<td>7X1.01</td>
</tr>
<tr>
<td>9</td>
<td>Effective Custom duty for @...... % of Assessable Value</td>
<td>8 X @ ...... %. (Effective Custom duty = Basic Duty + CVD + Custom Educational Cess + SAD)</td>
</tr>
<tr>
<td>10</td>
<td>Port clearance &amp; Inland Freight @ 5% of FOB</td>
<td>1 x 0.05</td>
</tr>
<tr>
<td>11</td>
<td>Sub Total</td>
<td>7 + 9 + 10</td>
</tr>
<tr>
<td>12</td>
<td>Entry Tax</td>
<td>As Applicable</td>
</tr>
<tr>
<td>13</td>
<td>FOR destination price</td>
<td>(11 + 12) X exchange rate</td>
</tr>
</tbody>
</table>

The landed price will be calculated in the Price Bid Excel Sheet in the currency selected by the foreign bidder during submission of bid on-line and will be converted online to INR based on the prevailing Exchange rate as available in the website of Reserve Bank of India (www.rbi.org.in) on the date of opening of price bid.
**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 for Domestic Bidders”. This is to be followed strictly.

**Countervailing duty (CVD) & Special Additional Duty (SAD): (For Foreign Bidder/ 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), 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 up to 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 up to 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 @ 2.00% (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 @ 2.00 %. 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 and NIL for direct import supplies.

17. **Delivery Schedule:**
   a. **For Domestic Bidder** Delivery period shall be within 120 DAYS from the date of receipt of supply order on FOR Destination basis.
   b. **For Foreign Bidder:** (In case of direct import) Delivery period shall be within 120 DAYS from the date of issue of L/C on FOB basis.

**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:

a. **Composite Warranty / Guarantee**

The Bidder shall warrant that the equipment supplied under this contract is:

a) In accordance with the contract specifications.

b) The equipment shall have no defects arising out of design, material or workmanship & the Complete Equipment shall be warranted for 12 months or 5000 hrs (which is earlier) from the accepted date of commissioning.

The warranty shall cover for total equipment so that ultimate responsibility lies only with the Equipment Bidder although components may be supplied by different suppliers to the Bidder.

b. **Performance Guarantee**

i. Introduction

a. The Supplier shall guarantee that the Equipment supplied pursuant to this Contract shall be available for use by the Purchaser and shall meet the performance criteria specifications at the level and in accordance with the terms and conditions of the Availability Guarantee herein contained.

b. Where Equipment supplied under the Contract fails to meet the criteria of the Availability Guarantee, the Supplier shall, at it’s own cost, provide suitably qualified and experienced personnel at Site to demonstrate to the Purchaser’s satisfaction that the required level of availability can be achieved and maintained.

c. The Supplier shall provide the Services of such personnel at Site within seven (7) days of notification by the Purchaser that the availability criterion has not been met in any one (1) month.

ii. Guarantee

a. The Supplier shall guarantee that the Equipment supplied pursuant to the Contract shall be available to the Purchaser at the level hereinafter defined to perform to criteria of not less than that defined in the Technical Specifications incorporated in the Contract.

b. The Supplier shall guarantee that the Equipment shall be available to perform its duty to minimum criteria and to the minimum availability percentage level as defined in the individual Equipment Specifications included as the Attachment to the Technical Specifications. The method of assessment applied shall be as follows:

   i. Method of Assessment:
   
   The following calculation shall determine the availability of the Equipment:

   \[
   \% \text{ Availability} = \frac{\text{Scheduled Available Time} - \text{Downtime}}{\text{Scheduled Available Time}} \times 100
   \]

   **Scheduled Available Time** shall equate to 24 hours.

   **Downtime** shall mean all hours of work lost due to mechanical, electrical or other failure, including:

   c. Routine servicing and maintenance in accordance with the manufacturer’s published recommendations, including:

   changing oils, oil filters and air filters; lubrication;

   Changing identified consumable or wear parts.
d. planned preventative maintenance programmes;
   It shall not however include:
   I. damage due to abusive use or incorrect operation methods by the 
      Purchaser;
   II. accidents;
   III. strikes or stoppage of work by the Purchaser's personnel;
   IV. natural disaster;
   V. lack of Spare Parts not attributable to a failure of the Supplier, it's 
      Agents or Representatives.
Downtime shall also specifically include all hours lost due to failures 
   determined to be guarantee failures.
The Supplier shall state the number of hours per day required to carry out (c) 
   and (d) above. The time stated shall, with the agreement of the Purchaser, 
   form the basis of the assessment of the availability.
The Purchaser will assist the Supplier, without relieving the Supplier of any 
   other obligations under the Contract, to achieve the guaranteed availability 
   by:
   Providing normal and proper maintenance, including preventative 
   maintenance in accordance with the Supplier's standard/published 
   recommendations, and making all necessary repairs using only genuine 
   manufacturer's spares .
   Providing co-operation to all Supplier's authorised representatives, complying 
   with all reasonable procedural suggestions to improve efficiency of machine 
   operation or reduce downtime.
   Where appropriate, providing and maintaining such conditions as:
   • Proper electrical Supply
   • Terrain Area
   • Bench preparation
   • Reasonable floor conditions
Providing all Supplier's authorised representatives access at all reasonable 
   times to the machine service and repair facilities.
Maintaining a log-book for each shift wherein the working hours, breakdown 
   times, maintenance hours, idle time, etc. shall be recorded. This record will 
   be available for examination and signature by the Supplier's representative.

e. **Effect and Duration of Guarantee**

1. This Guarantee shall become effective on the day on which the 
   Equipment is commissioned at the Site. Commissioning shall be 
   evidenced by the issue of the Purchaser’s Acceptance Certificate.

2. This Guarantee shall remain effective for twelve (12) months from the 
   date of commissioning, irrespective of the hours operated by the 
   Equipment during the period of the guarantee.

3. In the event that the Equipment fails to achieve the Availability herein 
   provided during this for twelve (12) month period, the Supplier shall 
   be liable to pay to the Purchaser, as Penalty , a sum equal to , as 
   indicated hereunder for each equipment :-
   a )1% of the delivered price of the equipment for every percentage 
      reduction from the Guaranteed Availability for the first 5%
   b )10% of the delivered price of the equipment for reduction beyond 
      5% from the Guaranteed Availability .
The Supplier has however the option to modify the equipment , if felt 
   necessary , to bring its availability to the guaranteed level within three
(3) months after expiry of initial guarantee period of twelve (12) months from the date of commissioning.

4. When the supplier is unable to supply the replacement of a failed part under warranty within 21 days of giving intimation by the consignee and if the machine is commissioned by using the spare from the stock of the project the period (after 21 days) till the supplier replaces the part under warranty shall be treated as “Deemed Breakdown” (the credit for keeping machine available shall not be given to the supplier).

f. Performance Guarantee
In accordance with the provisions of clauses b. ii. b and b.e.2 of the Special Terms and Conditions, the Supplier shall guarantee that the availability of the equipment shall not be less than 85% (eighty five per cent) for 12 (twelve) months from the accepted date of commissioning.

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: The Indian bidder must quote their rates in Indian Rupees only and the Foreign Bidders should quote their rates ONLY in the following currencies.

1. USD 2. GBP 3. EURO 4. YEN

21. It is the bidder’s responsibility to comply with the system requirement 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 bids remotely on-line. The techno-commercial bids 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 opening 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-
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>
</table>
| a      | Indian Manufacturers | Any one of the following documents *(self authenticated and attested by Notary Public)*:
|        |                   | a. Factory license/Manufacturing license
|        |                   | b. NSIC registration certificate.
|        |                   | c. DGS&D registration certificate
|        |                   | d. SSI/DIC registration certificate
|        |                   | e. Valid ISO Certificate.
|        |                   | f. Valid BIS license/certificate
|        |                   | g. Valid DGMS approval
|        |                   | h. Micro / Small Enterprises [MSE] Registration certificate 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 |
| b      | Indian selling agents/dealers/distributors authorized by Indian manufacturer | i. Specific authorization from their principal manufacturer to quote against this tender *(self authenticated and attested by Notary Public)*
|        |                   | ii. Any one of the following documents of the principal manufacturer *(self authenticated and attested by Notary Public)*:
|        |                   | a. Factory license/Manufacturing license
|        |                   | b. NSIC registration certificate.
|        |                   | c. DGS&D registration certificate
|        |                   | d. SSI/DIC registration certificate
|        |                   | e. Valid ISO Certificate.
|        |                   | f. Valid BIS license/certificate
|        |                   | g. Valid DGMS approval
|        |                   | h. Micro / Small Enterprises [MSE] Registration certificate 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 |
| c      | Foreign manufacturer | Any one of the following documents *(self authenticated and attested by Notary Public)*:
|        |                   | a. Manufacturing License/certificate
|        |                   | b. Valid ISO Certificate
|        |                   | c. Any statutory document confirming the “Manufacturer” status of the Bidder |
| d      | Foreign selling agents/dealers/distributors | (i) Specific authorization from their principal manufacturer to quote against this tender *(self authenticated and attested by Notary Public)*:
<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Alternative Provenness Criteria</th>
<th>Scanned copy of documents (Self certified and attested by Notary public) to be uploaded by L1 bidder in support of Provenness Criteria</th>
</tr>
</thead>
</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 document:

<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>
</table>
| 1.     | All Bidders including first stage & second stage dealers shall be required to take Excise Registration and submit censurable invoice for excisable goods unless the bidder is exempted from doing so as per relevant provision of | Any one of the following documents (self authenticated and 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. |
uploaded along with this NIT]: All the following specified document:

<table>
<thead>
<tr>
<th>Item</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>Refer Clause No 08 of NIT</td>
<td>Information to be provided as per sl.no. E of special terms and conditions (Annexure-I of NIT) and list of filters and &quot;o&quot; rings required for first 5000 Hrs of operation.</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/declaration 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 confirms 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. In case 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. In case 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. In case 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. In this retender, offer from this bidder will not be accepted.

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:

1. 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 tender 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.
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. Penalty 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](http://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 (domestic bidder)/date of issue of L/C (in case of direct import).

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 Lakh, 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 Lakh.

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 prescribed format (as given in the NIT at Annexure-E), before 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.

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.

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 Lakh, 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 Lakh.

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: Materials are subject to inspection at any stage before dispatch at supplier’s premises by GM(Excv) or his representative or by third party to be deputed by MCL/authorised representative of MCL. Inspection fee to the third party will initially be paid by the supplier and will be reimbursed along with the bill against documentary evidence. In case the materials are rejected on first inspection, all charges, boarding, lodging, TA, inspection fee etc. for subsequent inspection for the same lot shall be borne by the supplier.

Final inspection of materials shall be carried out at the consignee’s end before acceptance of materials by SO(Excv) of the concerned Area. 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.

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 shall be made within 21 days of successful commissioning 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-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 shall be made within 21 days of successful commissioning 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.

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 also to produce the following documents along with supplies/bills,

i) Copy of Invoice/Packing List of Manufacturer drawn in favour of Indian Authorized Dealers/Distributors/Selling Agents along with original.
ii) Copy of Bill of Entry together with the original.
iii) 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.

C. Foreign Bidders

80% payment of FOB Price shall be made against presentation of shipment documents through irrevocable and unconfirmed Letter of Credit to be established in favour of the supplier subject to receipt & acceptance of Bank Guarantee. Payment of balance 20% of FOB price shall be made through
same letter of credit within 21 days of successful commissioning of equipment. The following shipment documents are to be submitted:

a) Invoice – Original, 02 copies  
b) Shipping Specification – Original, 02 copies  
c) Full set of Bill of Lading – Original, 02 copies  
d) Certificate of Quality – Original, 02 copies  
e) Packing List – Original, 02 copies  
f) Certificate of country of origin – Original, 02 copies  
g) Forwarding Agent/Authorised Local Port Agent Certificate Certifying that shipment has been arranged in accordance with the instructions of the Ministry of Transport, Department of Surface Transport (Chartering Wing) Government of India, New Delhi.  
h) Guarantee/Warranty Certificate – Original, 02 copies  
i) Lowest price certificate - Original, 02 copies

In case, letter of credit needs to be confirmed, the confirmation charges shall be borne by the supplier. The Letter of Credit will be made operative only after receipt and acceptance of Performance Bank Guarantee, if any.

All expenses connected with opening, advising and negotiating the Letter of Credit as well as Bank charges for above purpose payable in India will be borne by MCL. However, all Bank charges and other charges including confirmation charged, connected with operation of Letter of Credit in supplier’s country, shall have to be borne by the supplier.

The Indian Agent’s commission, if any, will be paid to the Indian Agent in Indian Rupees at the exchange rate prevailing on the date of Bill of Lading, within 21 days of receipt and acceptance of the materials at consignee’s end.

34. **Liquidated Damages:** In the event of failure to deliver or despatch the stores within the stipulated date/period in accordance with the samples 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 cancelling the supply order in respect of the consignment not yet due for supply or,  
c) To cancel the supply order or a portion thereof and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also,  
d) To extend the period of delivery with or without penalty as may be considered fit and proper, the penalty, if imposed shall not be more than the 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 sell or offer to sell the stores of identical description to any other organisation 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 the 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 this effect bidder 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.

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5. 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.

6. **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 to 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 Department 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.

7. **Integrity Pact:**

The bidder has to accept the user 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 down load the integrity pact format and upload the same 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.

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
- Annexure "I" - Special Terms and conditions

[Signature]
GENERAL TERMS AND CONDITIONS OF SUPPLY OF STORES

DEFINITION

I. In the interpretation of the Contract and the general and special conditions governing it, unless the context otherwise requires.

i. Contract means the invitation to tender, instructions to tenderers, acceptance of tender, particulars and the general and special conditions specified in the acceptance of tender and includes a repeat order which has been accepted and acted upon by the supplier.

ii. The term "SUPPLIER" shall mean the person, firm or company with whom the contract is placed and shall be deemed to include the supplier in successors (approved by the Purchaser) representatives, heirs, executors, administrators and permitted assignee as the case may be.

iii. "CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the price and/or terms accepted by or on behalf of the purchaser.

iv. The CHAIRMAN-CUM MANAGING DIRECTOR means, Chairman-cum-Managing Director of Mahanadi Coalfields Limited.

v. The term DRAWING shall mean the drawing, the plans specified in or annexed in the schedule of specification.

vi. The term PURCHASE EXECUTIVE shall mean the purchaser or purchaser named in the schedule to tender, his or their successor or assignees.

vii. The term INSPECTOR shall mean any person nominated by or on behalf of the purchaser to inspect supplier's Stores or works under the contract or his duly authorized agent.

viii. The term "PROGRESS OFFICER" shall mean any person nominated by or on behalf of the purchaser to visit supplier's works to ascertain the position of deliveries of stores purchased.

ix. The term "MATERIALS" shall mean anything used in the manufacture or fabrication of the stores.

x. The term "PARTICULAR" shall mean the following:

a. Specifications

b. Drawing

c. Sealed pattern denoting a pattern sealed and signed by the Inspector

d. Certified or sealed sample denoting a copy of the sealed pattern or sample sealed by the purchaser for guidance of the Inspector.

e. Trade pattern denoting a standard of the ISI or other standardizing authority or Coal India Ltd. and/or any of its Subsidiary Companies or a general standard of the industry and obtainable in the open market.

f. Proprietary make denoting the product of an individual manufacturer.
Any other details governing the construction manufacture and or supply as existing in the contracts.

xi. "STORES" means the goods specified in the supply order or schedule which the contractor has agreed to supply under contract.

xii. The term "TEST" shall mean such test or tests as prescribed by the specification or considered necessary by the Inspector or any agency acting under direction of the Inspector.

xiii. The term "SITE" shall mean the place or places named in the "SUPPLY ORDER" or such other place or places at which any work has to be carried out as may be approved by the purchaser.

xiv. Works denoting the persons shall include any company or association or body of individuals whether incorporated or not.

xv. "WRITING" shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.

xvi. "UNIT" and "QUANTITY" means the unit and quantity specified in the schedule.

xvii. "SUPPLY ORDER" or "PURCHASE ORDER" means an order for supply of Stores and includes an order for performance.

2. The delivery of Stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval of stores by the Inspector, to,

a) the consignee at his premises, or
b) where-so provided the interim consignee at his premises, or
c) a carrier or other persons named in the contract as interim consignee for the purpose of transmission to the consignee.
d) The consignee at the destination station in case of contracts stipulated for delivery of stores at destination station.

3. Words in the singular include the plural and vice-versa.

4. Words denoting the masculine gender shall be taken to include the feminine gender and work persons, shall include any company or association or body of individual, whether incorporated or not.

5. Terms and expression not herein defined shall have the meaning assigned to them in the Indian Sale of Goods Act. 1930 or the Indian Contract. 1872 or the General Clauses Act 1897 and as amended in respect of all the Acts, as the case may be.

6. (a) Parties,
The parties to the contract are the supplier and the purchaser named in the schedule or any other specifically mentioned in the contract.

(b) Address to which communication are to be sent. For all purposes of the contract, including arbitration the tender, the address of the supplier mentioned in the tender shall be the address to which all communications addressed to the supplier shall be sent, unless the supplier has notified a change by a separate letter containing no other communication and sent by registered post acknowledgement due to the head of the office placing the supply order. The supplier shall be
solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

(c) Any communication or notice on behalf of the purchaser in relation to the contract may be issued to the supplier by Purchase Executive and all such communications and notices may be served on the supplier either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of such executive.

7.(i) Samples of each item, if considered necessary, should be submitted simultaneously by the contractor for inspection by inspector(s) unless the articles under tender are of considerable bulk, in which case separate arrangement will be made for inspection of the articles offered while considering the question.

(ii) All samples required for inspection or test shall be supplied by the successful tenderer free of cost.

(iii) All samples must be clearly labeled with the tenderer's name, this offer enquiry number and the last date of opening of tender.

8. (a) Subletting and Assignment

The supplier shall not save with the previous consent in writing of the purchaser, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided nevertheless that any such consent shall not relieve the supplier from any obligation, duty or responsibility under the contract.

(b) Change in a Firm

(i) Where the supplier is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the purchaser (which may be granted only as an exception) of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.

(ii) On the death or retirement of any partner of the supplier firm before complete performance of the contract the purchaser may at his option cancel the contract in such case the supplier shall have no claim whatsoever to compensation against the purchase.

(iii) If the contract is not determined as provided in the sub-clause (ii) above notwithstanding the retirement of a partner from the firm, he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act has been sent by him to the purchaser by registered post acknowledgement due.

9.(a) Consequence of Breach

Should the supplier or a partner in the supplier firm commit breach of either of the conditions (a) or b(i) of this sub-clause, it shall be lawful of the purchaser to cancel the contract and purchase or authorize the purchaser of the stores at the risk and cost of the supplier and in that event the provisions of Clause -20 shall as far as applicable shall apply.

(b) The decision of Mahanadi Coalfields Limited as to any matter or thing concerning or arising out of this sub-clause or any question whether the supplier or any partner of the supplier firm has
committed a breach of any of the condition in this sub-clause contained shall be final and binding on the supplier.

10. **Use of raw materials secured with Government Assistance**
   
   **(a)** Where any raw materials for the execution of the contract is procured with the assistance of Coal India Ltd. and/or any Subsidiaries Company of CIL by purchaser or under arrangement made or permit, license, quotas certificate or release order issued by or on behalf of or under authority or by any officer empowered in that behalf by law, or is issued from government stock and where advance payments are made to the supplier to enable him to purchase such raw materials for the execution of the contract, the supplier;
   
   i. shall hold such material as trustee of Coal India Ltd. and/or any subsidiary companies of CIL.
   
   ii. shall use such material economically and solely for the purpose of the contract.
   
   iii. shall not dispose of the same without the previous permission in writing of the purchaser, and
   
   iv. shall tender due account of such material and return to the purchaser at such place as the purchaser may direct all surplus or unserviceable material that may be left after the completion of the contract or its termination for any reason whatsoever. on returning such material, the supplier shall be entitled to such price thereof as the purchaser may fix having regarding the condition of such materials.

   **(b)** Where the contract is terminated due to any default on the part of supplier, the supplier shall pay all transport charges incurred for returning any material upto such destination as may be determined by Mahanadi Coalfields Limited whose decision shall be final.

   **(c)** If the supplier commits breach of any of the conditions in this clause specified, he shall, without prejudice to any other liability, penal or otherwise, be liable to account to Coal India Ltd. or any Subsidiaries of CIL all money, advantages of profits accruing from or which in the usual course would have accrued to him by reasons of such breach.

   **(d)** Where the stores manufactured or fabricated by the supplier out of the materials arranged or procured by or on behalf of Mahanadi Coalfields Limited are rejected the supplier shall, without prejudice to any other right or remedy of the Government pay to the Government on demand the cost price or market value of all such materials whichever is greater.

10. The tenders shall give a warranty of satisfactory performance of the unit offered by them as per the terms appearing elsewhere in the tender documents. The supplier shall be responsible for any defects that they develop under the conditions provided for by the contract and under proper use arising from faulty materials, design or workmanship and shall remedy such defects at his own cost when called upon to do so. If it becomes necessary for the supplier to replace or renew any defective portion of the goods, such replacement or renewal should be made by the supplier without any extra cost to Mahanadi Coalfields Limited.

11. On acceptance of the tender, a formal acceptance of tender or supply order will invariably be issued. Advance intimation in writing of acceptance of the tender will be given whenever considered necessary by the said authority. In case an advance intimation has been given, the formal acceptance of tender of
supply order shall follow in due course but immediate action towards execution of supply order shall be taken on receipt of the advance intimation.

18. Inspection and Rejection

Generally the stores shall be of the best quality and workmanship and comply with the contract or supply order in all respect.

The stores supplied shall be in accordance with specification unless any deviation is authorized and specified in the contract or supply order or any amendment thereto.

a) Facilities for Test and Examination

The supplier shall at his own expenses offer to the Inspector all reasonable facilities and such accommodation as may be necessary for satisfying itself, that the stores are being and/or have been manufactured in accordance with particulars. The Inspector shall have full and free access at any time during the execution of the contract to the suppliers work for the purpose aforesaid and he may require the supplier to make arrangement for inspection of the stores or any part thereof or any material at his premises or at any other places specified by the Inspector and if the supplier has been permitted to employ the services of the sub-supplier, he shall in his contract with the sub-supplier reserve to the inspector a similar right.

b) Cost of Test

The supplier shall provide without any extra charge, all materials, tools, labour and assistance of every kind which the inspector may demand from him for any test, and examination other than special or independent test, which he shall require to be made on the supplier's premises and the supplier shall bear and pay all costs attendant thereon. If the supplier fails to comply with the conditions aforesaid, the Inspector shall in consultation with the purchaser, be entitled to remove for test and examination all or any of the stores manufactured by the supplier to any premises other than his (suppliers) and in all such cases, the supplier bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the inspector, that the supplier has failed to provide the facilities and the means, for test and examination shall be final.

c) Delivery of Stores for Test

The supplier shall also provide and deliver the test free of charges, at such place other than his premises as the inspector may specify, such materials or stores as he may require.

d) Liability for Costs of laboratory Test

In the event of rejection of stores or any part thereof by the inspector in consequence of the sample thereof, which removed to the laboratory or other place of test being found on test to be not in conformity with the contract or in the event of the failure of the supplier for any reason to deliver the stores passed on test within the stipulated period, the supplier shall, on demand pay to the purchaser all costs incurred in the inspection and/or test cost of the test shall be assessed at the rate charged by laboratory to provide persons for similar work.

e) Method of Testing

[Signature]
The Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.

f) Stores Expended in Test

Unless otherwise provided for in the contract, all stores materials expended in test will be to supplier's account.

g) Inspector – Final authority and to certify performance

The inspector shall have the power;

(i) Before any stores or part thereof are submitted for inspection to certify that they can not be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacturer.

(ii) To reject any stores submitted as not being in accordance with the particulars.

(iii) To reject the whole of the installment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he satisfied that the same is unsatisfactory and

(iv) to mark the rejection stores with a rejection mark so that they may be easily identified if resubmitted.

h) Consequence of Rejection

If on the stores being rejected by the inspector or consignee at the destination, the supplier fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to;

i) Allow the supplier to resubmit the stores in replacement of those rejected within a specified time, the supplier bearing the cost of freight, if any, on such replacement without being entitled to any extra payment on that account; or

ii) Purchase or authorize the purchaser of quantity of the stores rejected or so others of a similar description (when stores exactly complying with particulars opinion of the purchaser executive which shall be final readily available) without notice to the supplier's liability as regards the supply of any further installment due under the contract; or

iii) Cancel the contract and purchaser or authorize the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not in the opinion of the purchaser which shall be final readily available) at the risk and cost of the supplier.

In the event of action being taken under sub-clause (ii) above or this sub-clause in the provision of clause 20 shall apply as far as applicable.

i) Inspector's decision as to Rejection Final

The Inspector's decision as regards the rejection shall be final and binding on the supplier.

j) Where under a contract, the price available is fixed on FOR station of despatch basis, the supplier shall if the stores are rejected at destination by the consignee, be liable in addition to other liabilities to reimburse to the purchaser the freight paid by the purchaser.

k) Notification and Result of Inspection
Unless otherwise provided in the specification or schedule, the examination of the stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination will be notified to the supplier.

1) Marking of Stores
The supplier shall, if so required, at his own expenses mark or permit the Inspector to mark all the approved stores with a recognized Government or purchaser's mark. The stores which can not be so marked shall if so required by the inspector, be packed in suitable package or cases which shall be sealed and marked with such mark.

m) Removal of Rejection

iii) Any Stores submitted for inspection at a place other than the premises of the supplier and rejected shall be removed by the supplier subject as hereinafter provided within 14 days of the date of receipt of intimation of such rejection. If it is proved that letter containing such intimation is addressed and posted to him at the address mentioned in the schedule, it will be deemed to have been served on the supplier at the time when such letter would in the course of ordinary post reach the supplier. It shall be competent for the inspector to call upon the supplier to remove what he considers to be dangerous, infected or perishable stores within 48 hours of the receipt of such intimation.

iv) Such rejected stores shall under all circumstances lie at the risk of the supplier from the moment of such rejection and if such stores are not removed by the supplier within the period aforementioned, the Inspector/Purchaser may either return the same to the supplier at his risk and cost a public tariff rate by such mode of transport as the purchaser or Inspector may select, or dispose of such stores at the supplier's risk on his account and retain in such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed.

n) Inspection Notes
On the stores being found acceptable by the inspector, he shall furnish the supplier with necessary copies of inspection notes duly completed, for being attached to the supplier's bill in support thereof.

14. Packing & Transport

(a) It shall be the responsibility of the successful tenderers to arrange the stores being sufficiently and properly packed for transport by Rail, Road or Sea as the case may be so as to their being free from loss or injury on arrival at destination. The packing of the stores shall be done at the expenses of the successful tenderer.

(b) The successful tenderer is responsible for obtaining a clear receipt from the authorities specifying the goods despatch. He will not book any consignment on a "said to contain" basis. If he does so, he does it on his own responsibility, Mahanadi Coalfields Ltd. shall pay for only such stores as are actually received by them in accordance with the contract.
(c) All packing cases, containers, packing and other similar materials shall be supplied free by the successful tenderer and shall not be returned unless otherwise specified in the contract/supply order.

(d) Packages must be so marked that identification is made easy. Packages will be stamped with identification marks both outside the packages as well as on the contents inside. Packages containing articles liable to be broken by rough handling like glass or machinery made of cast iron will be marked with cautionary works like 'Fragile', "Handle with care". Weight of each packages will be marked on the package.

(e) A complete list of contents in each package called the packing list will be prepared and one copy will be packed in package itself and another copy will be forwarded to the consignee, in advance.

15. DELIVERY: The time for and the date of delivery of the stores stipulated in the "Purchase Order" shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified.

16. In the event of failure to delivery or despatch the stores within the stipulated date or period in accordance with the samples 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, Mahanadi Coalfields Ltd. should have the right,

   a) To recover from the successful tenderer as agreed liquidated damages, a sum not less than 1/2% 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 5%. Where felt necessary the limit of 5% can be increased to 15% at the discretion of Head of the Materials Management Deptt.

   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 a 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 agreed liquidated damages referred to in Clause (a) above.

   e) To forfeit the security deposit full or in part.

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

17. 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 blockade or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then Mahanadi Coalfields Ltd. may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by Mahanadi Coalfields Limited, the contract/supply order shall be read and understood as if it had continued from its inception in the delivery date as extended.

18. The supplier shall allow reasonable facilities and free access to his work and records to the inspector, Progress Officer or such other Officer nominated for the purpose. Inspector of Stores, i.e., supplies made by the successful tenderer against the supply order mentioned at (12) above shall be carried out by the Inspector/Consignee at the site stores or by Inspecting Wing inclusive of all its branch officers) of the DGS&D, New Delhi or any other agency as may be specified in the supply order. Where necessary, inspection may be carried out at the supplier's premises.

19. Mahanadi Coalfields Limited do not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity offered and the tenderer shall supply the same at the rate quoted.

20. The supplier shall at all times indemnify Mahanadi Coalfields Ltd. against all claims which may be made in respect of the supplies for infringement of any right protected by patent Registration of Design or Trade Mark, provided that in the event of any claim in respect of alleged breach of Letter Patent Registered Design or Trade Mark being made against Mahanadi Coalfields Ltd., the said authority shall notify the supplier of the same and the supplier shall be at liberty at his own expense to settle any dispute or to conduct any litigation that may arise therefrom.

21. **Carrying Vessels for Imported Items**
   In case of machinery imported from abroad, it is preferable that shipment should be effected in Indian Vessels wherever possible. Supplies will however not be delayed on this account.

22. **Arbitration**
   In case of any dispute or difference between the parties as to the construction, effect or application of these presents of any term or provision thereof or as to the amount or extent of any liability hereunder or as to any matter or thing in any way arising in connection with this contract, the same shall be referred to the Arbitrator or Arbitrators to be appointed by the mutual consent of both parties after consultation with one another, and the provisions of the Indian Arbitration Act for the time being in force shall apply to the arbitration proceedings and the award shall be binding on
both parties. For orders placed with foreign suppliers/manufacturers, arbitration by International Chamber of Commerce, Geneva shall be specified.

23. The stores shall be despatched at public tariff rates in the case of FOR station of despatch contract and the stores shall be booked at full wagon rates whenever available and by the most economical route or by the most economical tariff available at the time of despatch as the case may be. Failure to do so will render the supplier liable for any avoidable expenditure caused to the purchaser. Where alternative route exist Mahanadi Coalfields Limited shall, if called upon so to do indicate the most economical route available or name the authority whose advice in the matter should be taken and acted upon. If any advice of any such authority is sought his decision or advice in the matter shall be final and binding on the supplier.

24. **Passing of Property**

Property in the stores shall not pass to the purchaser unless the stores have been delivered to the consignee or interim consignee as the case may be in terms of the contract.

25. **Laws Governing the Contract**

a) This contract shall be governed by the Laws of India for the time being in force.

b) Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender or supply order has been issued.

c) **Jurisdiction of Court**

The courts of the place from acceptance of tender has been issued shall alone have justification to decide any dispute arising out of or in respect of the contract.

d) **Marking of Stores**

The marking of stores must comply with the requirements of the law relating to Merchandise Marks for the time being in force in India.

26. **Corrupt Practices**

(a) The supplier shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of Mahanadi Coalfields Limited any gift or consideration of any kind as an inducement or reward for going or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the purchaser or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the purchaser. Any breach of the aforesaid condition by the supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the supplier) or the Commission of any offence by the supplier or by any one employed by him or acting on the behalf under chapter IX of the Indian Penal Code 1860 or the Prevention of Corruption Act, 1947 and any amendments thereto or any other Act enacted for prevention of corruption by Public Servants shall entitle Mahanadi Coalfields Limited to cancel the contract and
all or any other contract with the supplier and to recover from the supplier the amount of any loss arising from such cancellation in accordance with the provision of Clause -19.

b) Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable, the retender by the purchaser from the supplier shall be decided by Mahanadi Coalfields Limited whose decision thereon shall be final and binding on the supplier.

27. Insolvency and Branch of Contract
Mahanadi Coalfields Ltd. may at any time by notice in writing summarily determine the contract without compensation to the supplier in any of the following events, that is to say.

a) If the supplier being an individual or if a firm any partner thereof, shall at any time be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangements or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act.

b) If the supplier being a company is wound up voluntarily by the order of a court or a Receiver. Liquidator Manager on behalf of the Debenture-Holders is appointed or circumstances shall have arisen which entitled the court or Debenture-Holder to appoint a Receiver. Liquidator or Manager.

c) If the supplier commits any breach of the contract not herein specifically provided for.

Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also the supplier shall be liable to pay to the purchaser for any extra expenditure he is thereby put to and the supplier shall under no circumstances be entitled to any gain on repurchase.

28. Progress Report

a) The supplier shall from time to time render such reports concerning the progress of the contract and/or supply of the stores in such form as may be required.

b) The submission, receipt and acceptance of such reports shall not prejudice the right of the purchaser under the contract, nor shall operate as an estoppel against the purchaser merely by reason of the fact that he has not taken notice of or objected to any information contained in such report.
Format of Letter of Bid

LETTER HEAD OF BIDDER

To
The Tender Committee
MM Department
MCL, HQ Burla Sambalpur

Sub : Letter of Bid for Supply of Rail Cum Road Hydraulic Excavator Backhoe

2. Tender Id No: 2015_MCL_ _1

Dear Sirs,

I/We offer to supply the material as per our offered rate/price in accordance with the conditions of the NIT document as available in the website.

This Bid and your subsequent Supply/Purchase Order shall constitute a binding contract between us.

I/We hereby confirm our acceptance of all the terms and conditions of the NIT document unconditionally.

If any information furnished by me/us online towards eligibility in this tender is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/we shall have no claim against MCL.

(This document is digitally signed by the DSC holder authorised by the bidder and therefore no physical signature is required)
ANNEXURE-C

PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE L-1 Bidder
(for genuineness of the information furnished on-line and authenticity of the documents produced before Tender Committee for verification in support of his eligibility)

Non Judicial Stamp Paper (minimum value of Rs.10).

AFFIDAVIT

I/We, ------------------------------, authorized representative of M/s. ---------------------------------- solemnly declare that :

1. I/We am/are submitting Tender for supply of ----------------------------------------------- against NIT No.------------------ dated ---------, vide Tender ID ------------------

2. All information furnished by me/us on-line in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.

3. All scanned copy of documents uploaded by me/us in support of the information furnished online by me/us towards eligibility are valid and authentic.

4. * I/We have never been banned or delisted by any Govt. or Quasi Govt. Agency or any Public Sector Undertaking.

   OR

   I/We have been banned by the organization named "------------------------" for a period of ---------------- year/s, effective from ---------------- to ----------------

5. If any information furnished by me/us online and scanned copy of documents uploaded in support of the information furnished online by me/us towards eligibility is found to be fake/incorrect at any time, Mahanadi Coalfields Ltd. may cancel my Tender and penal action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of Earnest Money and banning/delisting of our firm and all partners of the firm for a minimum period of 01 (one) year.

* Strike out which ever is not applicable

Signature of the Tendered

Dated............................

Signature & Seal of Notary

John 2019/15

35
FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

Messers ____________________________, a company having its office at ____________________________ (hereinafter, called the seller) has entered into a contract No. ____________________________ dated. ____________________________ (hereinafter called the said contract) with Mahanadi coalfields Limited (hereinafter called the purchaser) to supply stores/materials on the term and conditions contained in the said contract.

1. It has been agreed that hundred percent (100%) payment of the value of the order will be made to the Sellers in terms of the said contract on the Seller furnishing to the purchaser a Bank Guarantee for the sum of Rs. ____________________________ equivalent to 10% value of the stores/materials supplied by the seller as security for the due and faithful performance of the terms of the said contract and against any loss or damage caused to or would be caused to or suffered by Purchaser by reason of any breach by the said seller of any of the terms and conditions contained in the said contract.

The ____________________________ Bank having its office at ____________________________ has at the request of Seller agreed to give the guarantee hereinafter contained.

2. We ____________________________ Bank Ltd., do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of any breach by the said Seller of any of the terms and conditions contained in the said contract or by reason of the Seller's failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. We shall not withhold the payment on the ground that the Seller has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the Purchaser and the Seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding ____________________________.

3. We, ____________________________ Bank Ltd., further agree that the guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect, during the period that would be taken for the performance of the said contract and it shall continue to be enforceable till all the dues of the purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or purchaser certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Seller and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ________ (date to be given) ________ and unless the guarantee is renewed or a claim is preferred against the Bank within ________ (months from the date of the Bank Guarantee) we shall be discharged from all liability under this guarantee thereafter.
4. We, ______________ Bank Limited, further agree with the purchaser, that the purchaser, shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the purchaser against the seller and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said seller or for any forbearance, act or omission on the part of the purchaser, or any indulgence by the purchaser, to the seller or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the purchaser the said sum of Rs. ______________ (specify the amount) or such lesser sum as may then be due to the purchaser and as the purchaser may demand.

5. We, ______________ Bank Limited, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the purchaser, in writing.

6. The Bank has under its constitution, power to give this guarantee and Mr. ______________ Manager, who has signed it on behalf of the Bank has authority to do so.

This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor.

The Bank Guarantee is operational for all purposes at Sambalpur Branch, Odisha [Branch Code: _____]

The Postal Address, Telephone no., Fax No. and e-Mail address of both the outstation Bank issuing the BG and Sambalpur Operating Branch are as under:-

1. Postal Address of the Outstation Bank issuing the BG:
2. Telephone No. of the Outstation Bank issuing the BG:
3. Fax No. of the Outstation Bank issuing the BG:
4. e-Mail of the Outstation Bank issuing the BG:
5. Postal Address of the Operating Bank at Sambalpur, Odisha:
6. Telephone No. of the Operating Bank at Sambalpur, Odisha:
7. Fax No. of the Operating Bank at Sambalpur, Odisha:
8. e-Mail of the Operating Bank at Sambalpur, Odisha:

Dated: ___________________ day of ___________________ for ___________

___________________________ Bank Limited

Signature of the authorized person
For and on behalf of the Bank

_________________________
ANNEXURE-E

FORMAT OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE

Messrs ________________________, a company having its office at __________________________ (hereinafter, called the seller) has entered into a contract No. __________________________ dated. __________________________ (hereinafter called the said contract) with Mahanadi coalfields Limited (hereinafter called the purchaser) to supply stores/materials on the term and conditions contained in the said Contract.

1. It has been agreed that hundred percent (100%) payment of the value of the order will be made to the Sellers in terms of the said contract on the Seller furnishing to the purchaser a Bank Guarantee for the sum of Rs. ______________ equivalent to 10% value of the stores/materials supplied by the seller as security for the due and faithful performance of the terms of the said contract and against any loss or damage caused to or suffered by Purchaser by reason of any breach by the said seller of any of the terms and conditions contained in the said contract.

The __________________________ Bank having its office at __________________________ has at the request of Seller agreed to give the guarantee hereinafter contained.

2. We __________________________ Bank Ltd., do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of any breach by the said Seller of any of the terms and conditions contained in the said contract or by reason of the Seller’s failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. We shall not withhold the payment on the ground that the Seller has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the Purchaser and the Seller regarding the claim. However, our liability under this guarantee shall be restricted to an amount not exceeding __________________________.

3. We, __________________________ Bank Ltd., further agree that the guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect, during the period that would be taken for the performance of the said contract and it shall continue to be enforceable till all the dues of the purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or purchaser certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Seller and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ____________ (date to be given) ____________ and unless the guarantee is renewed or a claim is preferred against the Bank within ____________ (months from the date of the Bank Guarantee) we shall be discharged from all liability under this guarantee thereafter.

4. We, __________________________ Bank Limited, further agree with the purchaser, that the purchaser, shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the purchaser
against the seller and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said seller or for any forbearance, act or omission on the part of the purchaser, or any indulgence by the purchaser, to the seller or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank further agrees that in case this guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the purchaser the said sum of Rs. ____________ (specify the amount) or such lesser sum as may then be due to the purchaser and as the purchaser may demand.

5. We, _________________ Bank Limited, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the purchaser, in writing.

6. The Bank has under its constitution, power to give this guarantee and Mr. _________________ Manager, who has signed it on behalf of the Bank has authority to do so.

This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor.

The Bank Guarantee is operational for all purposes at Sambalpur Branch, Odisha [Branch Code: _____]

The Postal Address, Telephone no., Fax No. and e-Mail address of both the outstation Bank issuing the BG and Sambalpur Operating Branch are as under:-

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3. Fax No. of the Outstation Bank issuing the BG:
4. e-Mail of the Outstation Bank issuing the BG:
5. Postal Address of the Operating Bank at Sambalpur, Odisha:
6. Telephone No. of the Operating Bank at Sambalpur, Odisha:
7. Fax No. of the Operating Bank at Sambalpur, Odisha:
8. e-Mail of the Operating Bank at Sambalpur, Odisha:

Dated ______________________ day of ______________________ for ____________

____________________________ Bank Limited

Signature of the authorized person
For and on behalf of the Bank
INTEGRITY PACT

General
This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of ______, between, on one hand, Mahanadi Coalfields Limited (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s ______ represented by Shri ______ Designation of the Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of theee Second Part.

WHEREAS thee BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private Company / Public Company / Government Undertaking /Partnership / registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding thee high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure thee contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, Gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to thee contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during thee pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS:

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or postcontract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates, if applicable.

3.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract, if applicable.

3.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign of intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation, if applicable.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of BUYER has financial interest/stage in the BIDDER’s firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term ‘relative’ for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises in India or any Government Department in India that could justify BIDDER’s exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the BIDDER or any, one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call-off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If
any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating the future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) OF THIS Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6. **Independent Monitors**

6.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

6.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of the meetings.

6.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

6.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

6.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual
relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

6.8 The Monitor will submit a written report to thee designated Authority of BUYER/Secretary in thee Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/ BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

7. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

08. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

09. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10. Validity

10.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

10.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

11. The parties hereby sign this Integrity Pact at __________ on __________

BUYER
Mahanadi Coalfields Limited

BIDDER
Name of the Officer
Designation

Witness

Witness

1.

1.

2.

2.
MANDATE FORM FOR ELECTRONIC FUND TRANSFER/INTERNET BANKING PAYMENT

To,
The Mahanadi Coalfields Limited,
Jagriti Vihar,
Burla, Sambalpur – 768020

Sir,

Sub: Authorisation for release of payment due from Mahanadi Coalfields Limited, Burla through
Electronic Fund Transfer/Internet Banking (SBI-NET).

Ref. Order No.__________________ Date__________________ and/or Tender/Enquiry/ Letter
No.__________________ Date ________________.

(Please fill in the information in CAPITAL LETTERS, Please TICK wherever it is applicable)

1. Name of the Party __________________________________________

2. Address of the Party __________________________________________

City__________________ PIN CODE__________________
E-Mail ID __________________________
Permanent Account Number __________________________


<table>
<thead>
<tr>
<th>Bank Name</th>
<th>Branch Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Branch Place</td>
<td>Branch City</td>
</tr>
<tr>
<td>PIN Code</td>
<td>Branch Code</td>
</tr>
<tr>
<td>MICR No.</td>
<td></td>
</tr>
</tbody>
</table>

(9 Digits code number appearing on the MICR Band of the cheque supplied by the Bank. Please
attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name
and code number)

<table>
<thead>
<tr>
<th>RTGS CODE</th>
<th>Saving</th>
<th>Current</th>
<th>Cash Credit</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Account Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Number (as appearing in the Cheque Book)</td>
</tr>
</tbody>
</table>

4. Date from which the mandate should be effective.

I hereby declare that the particulars given above are correct and complete. If any
transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not
hold Mahanadi Coalfields Limited responsible. I also undertake to advise any change in the
particulars of my account to facilitate updation of records for purpose of credit of amount through
SBI Net.

Place: __________________________________________
Date: __________________________________________

Signature of the party/ Authorised Signatory

Certified that particulars furnished above are correct as per our records

Banker’s Stamp
Date: __________________________________________

(Signature of Authorised official from the Banks)
## ISSUE & UTILIZATION PROCEDURE OF e-Way BILL

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.</strong> Name of the Consignor</td>
<td></td>
</tr>
<tr>
<td><strong>2.</strong> Consignor Address with State:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contact No.</td>
</tr>
<tr>
<td><strong>3.</strong> Consignor TIN No.</td>
<td></td>
</tr>
<tr>
<td><strong>4.</strong> (a) Place of Dispatch of goods</td>
<td>State</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>4. (b)</strong> Place of Dispatch of goods (Actual/Expected)</td>
<td></td>
</tr>
<tr>
<td><strong>4. (c)</strong> Name of entry/exit gate in ODISHA: Jamsolaghat/Girisola/Biramitrapur/Laxman Nath road/Luhurachati (Choose &amp; write one gate only)</td>
<td></td>
</tr>
<tr>
<td><strong>5.</strong> Description of Goods:</td>
<td>Quantity of goods</td>
</tr>
<tr>
<td><strong>6. (a)</strong> Invoice/Challan details</td>
<td>Invoice No.</td>
</tr>
<tr>
<td><strong>6 (b)</strong> Purchase/work Order No. &amp; Date</td>
<td></td>
</tr>
<tr>
<td><strong>7. (a)</strong> Vehicle carrier/Transporter</td>
<td></td>
</tr>
<tr>
<td><strong>7. (b)</strong> Vehicle Regd. No.</td>
<td></td>
</tr>
<tr>
<td><strong>7. (c)</strong> Lorry/Transporter Receipt No. &amp; Date</td>
<td></td>
</tr>
<tr>
<td><strong>7. (d)</strong> Owner of the Vehicle</td>
<td></td>
</tr>
<tr>
<td><strong>7. (e)</strong> Name of the Driver</td>
<td></td>
</tr>
<tr>
<td><strong>8.</strong> Consignee Area &amp; Contract No. &amp; e-mail ID</td>
<td>Area</td>
</tr>
</tbody>
</table>

The above information should be sent through hard copy/Fax/e-mail on readiness of the consignment with above details. The system generated way bill shall be sent to the requisitioner and the consignor.
SPECIAL TERMS AND CONDITIONS

Hydraulic Rail-cum-Road excavator with Backhoe bucket capacity 0.44
Cum to 0.72 cum

A. GENERAL INFORMATION TO BIDDERS

A-1 Geography and Climatic Conditions

Elevation
The natural surface varies from 100 to 1000m above mean sea level.

Climate
The climate is sub-tropical to tropical, dusty, with a hot and humid atmosphere.
Monsoon rains occur in the period from June to October.

<table>
<thead>
<tr>
<th>Ambient Conditions</th>
<th>Relative Humidity</th>
<th>Maximum 98%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Temperature</td>
<td>Minimum 0° C</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Maximum 50° C</td>
<td></td>
</tr>
</tbody>
</table>

Rainfall
The mean annual rainfall is 1,000 mm, 90 to 95% of which may fall in rainy season from June to October.

<table>
<thead>
<tr>
<th>Wind</th>
<th>Speed</th>
</tr>
</thead>
<tbody>
<tr>
<td>April to September</td>
<td>8 km per hr average</td>
</tr>
<tr>
<td>October to March</td>
<td>100 km per hr maximum</td>
</tr>
</tbody>
</table>

Under foot
Slushy and highly abrasive.

A-2 References

The following International Standards are referred to in, and form part of, the
specifications:

ISO 2889: Earth-moving machinery - Access systems
ISO 3457: Earth-moving machinery - Guards and shields - Definitions and specifications
ISO 4557: Earth-moving machinery - Excavators - Operator's controls
ISO 6014: Earth-moving machinery - Determination of ground speed
ISO 6015: Earth-moving machinery - Hydraulic excavators - Methods of measuring tool forces
ISO 6405-1: Earth-moving machinery - Symbols for operator controls and other displays - Part 1: Common symbols
ISO 6405-2: Earth-moving machinery - Symbols for operator controls and other displays - Part 2: Specific symbols for machines, equipment and accessories
ISO 6750: Earth-moving machinery - Operation and maintenance - Format and content of manuals
ISO 7135: Earth-moving machinery - Hydraulic excavators - Terminology and commercial specifications
ISO 7451: Earth-moving machinery - Hydraulic excavators - Back Hoe type buckets - Volumetric ratings
ISO 8643: Earth-moving machinery, - Hydraulic excavator and back-hoe loader boom lowering control device - Requirements and tests
ISO 9249: Earth-moving machinery - Engine test code - Net power
B. TERMS AND CONDITIONS RELATED TO THE TENDERED EQUIPMENT

a. Site Visits

The Bidder prior to making any Bid calculation and as part of the preparation of its Bid, shall be deemed to have visited and inspected the Site(s), made all enquiries and collected all information documentary or otherwise, including climatic conditions, as considered necessary by the Bidder for the proper and accurate preparation of its Bid.

Bidder shall provide the information in Technical Parameter Sheet downloaded from the tender for compliance with the Purchaser's Technical Specifications as specified in the Scope of Supply.

i. Equipment Package

The Supplier is required to bid as per the equipment package detailed in the Tender Document.

ii. Supplementary Items

1. The Equipment shall be provided with a comprehensive tool kit, which shall include any special tools required for erection, commissioning and for the maintenance and repair of all the Equipment.
2. Flask of all oils, grease and lubricants needed for test and commissioning of each equipment.
3. As regards supply of all filters & 'O' rings for first 5000 working hours, clause IX (b) may be referred.

iii. Information and Drawings

At least one month before the scheduled installation date, the Supplier shall provide:

(a) One suitably illustrated copy of Operating, Repair and Maintenance Instructions for all the equipment, written in the English language, substantially bound in book form;

(b) One suitably illustrated copy of detailed Spares Parts Manuals covering all plant, Equipment and accessories substantially bound in book form;

The Supplier shall also submit the data identified in the specifications for each item of Equipment proposed. In addition to the Equipment drawings requested, where appropriate the Supplier shall supply detailed drawings illustrating erection/assembly Site(s), foundation and accommodation requirements for such items as drive motors, switch installations etc.

iv. Erection/Assembly, Commissioning and Performance Testing

The Supplier shall provide the Services of Specialist Technicians to supervise the installation/erection/assembly, commissioning and any performance testing of the plant, Equipment and accessories supplied.

The Technicians shall remain at site following commissioning until all necessary personnel are fully conversant with the maintenance and operation of the Equipment.

v. Training

The Supplier shall also be responsible for the provision and delivery content of any suitable training programmes necessary for operation and maintenance of the Equipment.

vi. Goods (Equipment and Machinery)
Detailed specifications of the Equipment to be supplied are given in TPS of this section.

In general, all items shall be new, unused and of the current design (incorporating latest proven features) and not likely to be discontinued or become obsolete in near future designed and constructed to handle without overload and for the working hours stated, the maximum volumes/rates specified; designed to facilitate ready access, cleaning, inspection, maintenance and repair of component parts; designed to facilitate rapid changeover of consumable items. The component parts of all items shall, wherever possible, be selected from the standard ranges of reputable manufacturers.

The Equipment and accessories shall be physically robust and where necessary capable of dismantling for transportation and ready re-assembly using simple tools. All Equipment items provided shall be designed to be compatible within the proposed overall Scope of Supply.

Electrical Equipment shall provide all protection devices, controls and interfaces for the Equipment to operate safely and efficiently.

All workmanship and materials shall be of first class quality in every respect.

All parts and surfaces which are exposed to corrosive environments shall be suitably protected to prevent any effects of corrosion or erosion.

vii. Standards

Besides conforming to the Standards specified in the Equipment Specification in TPS, the Equipment shall also have to meet approval of all the Statutory Government Authorities having jurisdiction over the Equipment and its use.

The system of units for all measurements shall be the Système International d'Unités (S.I.).

viii. Suppliers Responsibility

The Purchaser requires that the Supplier shall accept responsibility for the provision of complete operable and compatible Equipment and systems within the Scope of Supply. This document identifies only the major items required for the installation and the Supplier shall ensure that the total supply includes all necessary Equipment for it to function effectively and safely. Any additional items the Supplier considers necessary to ensure compliance with such a requirement shall be identified and included.

If the Supplier observes that this Specification document contains any anomalies, ambiguities, flaws, errors or omissions, the Supplier shall immediately bring these to the attention of the Purchaser.

The Supplier shall be responsible for the testing and commissioning of the Equipment and ensure that it meets the requirements as specified. The commissioning and setting to work of the whole Equipment Supply package shall be carried out under the supervision of the Supplier in conjunction with the Purchaser’s nominated personnel.

ix. Spare Parts Provisions

a. Availability of Spare Parts.

All items and Equipment proposed shall be of current design and manufacture. The Supplier shall warrant that sufficient spares and servicing facilities will be available to maintain the Equipment in use.

b. Provision of Spare Parts

The Supplier shall supply all filters and O rings required for first 5000 hours of operation of each equipment. Further it is specified that the cost of these items for initial 5000 hours of operation for each equipment shall be included in your quoted basic price of the equipment.

c. Emergency Spare Parts

The Bidder shall ensure that Spare Parts required urgently by the Purchaser for repair of breakdown equipment are supplied at over
1. The Supplier undertakes and guarantees to produce and maintain stocks, to be available for purchase by the Purchaser under separate agreement, of all Spare Parts and Consumables as may be required for maintenance and repair of the Plant throughout its working life. In the event that the Supplier wishes to terminate production of such Spare Parts, the Supplier shall:

- give not less than six months notice in writing of its intention to terminate production in order to permit the Purchaser reasonable time in which to procure needed requirements; and
- immediately following termination, provide to the Purchaser at no cost, manufacturing drawings, material specifications and all necessary permissions to facilitate manufacture of the Spare Parts elsewhere.
- In any event, the Supplier shall not seek to terminate manufacture of spare parts for a period of not less than ten (10) years from Taking-Over.

e. Oils, Lubricants and Fluids

Not less than one (1) month before the scheduled date for Acceptance, the Supplier shall provide to the Purchaser a detailed schedule of all necessary oils, lubricants, fluids and the like for the operation and maintenance of Equipment. The schedule shall indicate estimated annual consumption and specify the appropriate international standard number or the name and reference number of an equivalent available in India considered being acceptable by the Supplier.

f. General

Nothing in this Clause ix shall relieve the Supplier of any Guarantee, Availability, Performance or other obligations or liabilities under the Contract.

C. Warranty/Guarantee Clause

a. Composite Warranty/Guarantee

The Bidder shall warrant that the equipment supplied under this contract is:

- In accordance with the contract specifications.
- The equipment shall have no defects arising out of design, material or workmanship & the Complete Equipment shall be warranted for 12 months from the accepted date of commissioning.

The warranty shall cover for total equipment so that ultimate responsibility lies only with the Equipment Bidder although components may be supplied by different suppliers to the Bidder.

b. Performance Guarantee

i. Introduction

a. The Supplier shall guarantee that the Equipment supplied pursuant to this Contract shall be available for use by the Purchaser and shall meet the performance criteria specifications at the level and in accordance with the terms and conditions of the Availability Guarantee herein contained.

b. Where Equipment supplied under the Contract fails to meet the criteria of the Availability Guarantee, the Supplier shall, at its own cost, provide suitably qualified and experienced personnel at Site to demonstrate to the Purchaser's satisfaction that the required level of availability can be achieved and maintained.

c. The Supplier shall provide the Services of such personnel at Site within seven (7) days of notification by the Purchaser that the availability criteria has not been met in any one (1) month.
ii. Guarantee

a. The Supplier shall guarantee that the Equipment supplied pursuant to the Contract shall be available to the Purchaser at the level hereinafter defined to perform to criteria of not less that that defined in the Technical Specifications incorporated in the Contract.

b. The Supplier shall guarantee that the Equipment shall be available to perform its duty to minimum criteria and to the minimum availability percentage level as defined in the individual Equipment Specifications included as the Attachment to the Technical Specifications. The method of assessment applied shall be as follows:

i. Method of Assessment:

The following calculation shall determine the availability of the Equipment:

\[
\text{% Availability} = \frac{\text{Scheduled Available Time} - \text{Downtime}}{\text{Scheduled Available Time}} \times 100
\]

Scheduled Available Time shall equate to 24 hours.

Downtime shall mean all hours of work lost due to mechanical, electrical or other failure, including:

- routine servicing and maintenance in accordance with the manufacturer's published recommendations, including:
  - changing oils, oil filters and air filters; lubrication;
  - changing identified consumable or wear parts.
- planned preventative maintenance programmes;
- It shall not however include:
  - I. damage due to abusive use or incorrect operation methods by the Purchaser;
  - II. accidents;
  - III. strikes or stoppage of work by the Purchaser's personnel;
  - IV. natural disaster;
  - V. lack of Spare Parts not attributable to a failure of the Supplier, its Agents or Representatives.

Downtime shall also specifically include all hours lost due to failures determined to be guarantee failures.

The Supplier shall state the number of hours per day required to carry out (c) and (d) above. The time stated shall, with the agreement of the Purchaser, form the basis of the assessment of the availability.

The Purchaser will assist the Supplier, without relieving the Supplier of any other obligations under the Contract, to achieve the guaranteed availability by:

- Providing normal and proper maintenance, including preventative maintenance in accordance with the Supplier's standard/published recommendations, and making all necessary repairs using only genuine manufacturer's spares.
- Providing co-operation to all Supplier's authorised representatives, complying with all reasonable procedural suggestions to improve efficiency of machine operation or reduce downtime.

Where appropriate, providing and maintaining such conditions as:
- Proper electrical Supply
- Terrain Area
- Bench preparation
• Reasonable floor conditions
Providing all Supplier’s authorised representatives access at all reasonable times to the machine service and repair facilities.

Maintaining a log-book for each shift wherein the working hours, breakdown times, maintenance hours, idle time, etc. shall be recorded. This record will be available for examination and signature by the Supplier’s representative.

c. Effect and Duration of Guarantee
1. This Guarantee shall become effective on the day on which the Equipment is commissioned at the Site. Commissioning shall be evidenced by the issue of the Purchaser’s Acceptance Certificate.

2. This Guarantee shall remain effective for twelve (12) months from the date of commissioning, irrespective of the hours operated by the Equipment during the period of the guarantee.

3. In the event that the Equipment fails to achieve the Availability herein provided during this twelve (12) month period, the Supplier shall be liable to pay to the Purchaser, as Penalty, a sum equal to, as indicated hereunder for each equipment:

   a) 1% of the delivered price of the equipment for every percentage reduction from the Guaranteed Availability for the period exceeding 5% from the Guaranteed Availability.

   The Supplier has however the option to modify the equipment, if felt necessary, to bring its availability to the guaranteed level within three (3) months after expiry of initial guarantee period of twelve (12) months from the date of commissioning.

4. When the supplier is unable to supply the replacement of a failed part under warranty within 21 days of giving intimation by the consignee and if the machine is commissioned by using the spare from the stock of the project the period (after 21 days) till the supplier replaces the part under warranty shall be treated as “Deemed Breakdown” (the credit for keeping machine available shall not be given to the supplier).

f. Performance Guarantee
In accordance with the provisions of clauses b. ii. b and b.e.2 of the Special Terms and Conditions, the Supplier shall guarantee that the availability of the equipment shall be not less than 85% (eighty five per cent) for a period of 12 months from the accepted date of commissioning.

D. Quality Assurance
a. The Supplier should furnish in detail its quality assurance plan for various stages of manufacture. The Quality Assurance plan shall comply with an internationally recognised quality assurance standard such as ISO 9000.

b. The Supplier shall provide facilities to Purchaser or their authorised representatives for progress inspection during manufacture at his works and furnish all test data available in this regard for quality control, both for bought out items and his own manufactured items.

c. The Purchaser or his agent, when so required by him, shall also be provided with samples of “bought-out” materials for the purposes of undertaking independent tests which independent tests shall be at the expense of the Purchaser.

E. Information To Be Provided By L-1 Bidder:
The Supplier shall furnish the following information. All technical information shall be in SI units.
E.1 General:
a) Number of similar model supplied during the last five years. The information shall be given in the following format and in the order of most recent first.

<table>
<thead>
<tr>
<th>Company</th>
<th>Mine Name</th>
<th>Mine Location</th>
<th>Mine Type</th>
<th>No. of Machines</th>
<th>Model</th>
<th>Commissioning Date</th>
</tr>
</thead>
</table>

b) Details of nearest existing Depot, Warehouse and Service Facility available with manufacturer or their exclusively authorized dealer & after sales service provider for the present offer, in the format given below:

<table>
<thead>
<tr>
<th>Major Depot / Warehouse</th>
<th>Service Facility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location</td>
<td>Location</td>
</tr>
<tr>
<td>Contact Nos.</td>
<td>Type of Facility available</td>
</tr>
<tr>
<td>Inventory Value (Approx.)</td>
<td>No. of Engineers*</td>
</tr>
</tbody>
</table>

* Engineers / Technicians employed to service the equipment either at the facility or on site.

c) Details of special tools to be provided with the equipment.
d) Details of erection programmes for the bid.

E.2 Technical Details:

a. Volumetric rating of the bucket according to ISO 7546 together with verification calculations and drawings (refer clause 4.1).
b. Maximum bucket and arm cylinder digging forces measured according to ISO 6015.
c. Schematic Drawing of the machine showing the position of the Center of Gravity and it's distance from the Central Axis of Rotation under the following operating conditions:
i. Bucket at maximum digging force position with crawler tracks perpendicular to the face of the cut.
   ii. Bucket at maximum digging force position with crawler tracks parallel to the face of the cut.
d. Details of electric drive control systems, including circuit diagrams, motor details and transformer specifications.
e. Calculation for determining the time for operating cycle:
i. Load the bucket to rated capacity over the maximum working range, swing through an angle of 90 degree, dump and return to dig.
   ii. Hourly power consumption for the above operating cycle.
f. Detailed technical descriptions of each system of the Excavator.
g. Layout drawings and detailed description of all hydraulic systems and components.

h. Comprehensive commercial literature indicating therein complete technical specifications, the content of which must comply with ISO 7135.
i. Schematic and layout drawings, details of the supplier, number, function and type of Automatic Centralized Lubrication System.
j. Schematic and layout drawings and details of the Supplier, number, function and type of Automatic fire detection and Suppression System.
k. Details of major bought-out assemblies and sub-assemblies indicating make, type, manufacturer's complete address etc.
1. Operation and Maintenance Manuals in accordance with ISO 6730.

E.3 Dimensions, Weights and Performance Details:

E.3.1 Working Ranges:
   a) Maximum digging height (m)
   b) Maximum digging reach (m)
   c) Maximum digging depth (m)
   d) Minimum dumping height (m)
   e) Reach at maximum digging force (m)
   f) Minimum level crowd distance
   g) Reach at maximum dumping height

E.3.2 Dimensions

E.3.2.1 Basic machine
   a) Upper structure overall width (m)
   b) Upper structure overall width, with catwalks (m)
   c) Upper structure rear end swing radius (m)
   d) Height to top of FOPS (m)
   e) Clearance under upper structure (m)
   f) Undercarriage overall width (m)
   g) Crawler overall length (m)
   h) Crawler tracks height (m)

E.3.2.2 Front End Attachment:
   a) Bucket width (m)
   b) Boom length with specified bucket (m)
   c) Arm length with specified bucket (m)

E.3.3 Weights:
   a) Shipping weight of all separate components (kg)
   b) Bucket total weight (kg)
   c) Bucket specific weight (kg/cum)
   d) Weight of undercarriage (kg)
   e) Total working weight (kg)

E.3.4 Performance details:
   a) Swing speed (r/min)
   b) Travel speed (m/sec)
   c) Gradeability (%)

E.3.5 Hydraulic System:
   a) Make, Model, number, flow rates and operating pressures of pumps
   b) Make, Model, number and ratings of motors
   c) Make, Model, number, piston diameters and stroke lengths of cylinders
   d) Relief valve operating pressures (kPa)

E.3.6 Undercarriage:
   a) Crawler width (m)
   b) Crawler shoes, total number
   c) Centre to centre of idler roller and sprocket (m)
   d) Ground contact area (sq.m)
   e) Ground bearing pressure (kPa)
   f) Load rollers, diameter and number per crawler
   g) Driving sprocket diameter (m)
   h) Idler roller diameter (m)
E.3.7 Engine
   a) manufacture and model
   b) number of cylinder
   c) bore
   d) stroke
   e) displacement
   f) ISO net power
   g) maximum torque

F. Expected life of major assemblies
   The supplier shall give expected life of the following major assemblies indicated below, duly signed.
   a. Prime Mover (Elect.)
   b. Under carriage
   c. Hydraulic pump
   d. Hydraulic motors
   e. Hydraulic Cylinders
   f. Hydraulic control valves
   g. Boom & Arm
   h. Bucket (Dipper)
   i. Other electrical items
   j. Swing system
   k. Propel system

G. Bought out items:
   Details of major bought out assemblies and sub-assemblies including manufactures, type etc shall be provided.

H. AFTER SALES SERVICE
   You will provide adequate after sales service to keep the equipment in working condition. You will also ensure availability of spare parts at short notice through out the life time of the equipment.

I. Necessary documents complying NFPA standards (National Fire Protection Association, USA) or its equivalent for the offered automatic fire suppression system shall be furnished.
<table>
<thead>
<tr>
<th><strong>The excavator hydraulic system should be powered by the engine for Open Center Load Sensing System (OCLS) with two mode selection for optimum utilization of hydraulic power resulting in improved fuel efficiency.</strong></th>
<th>NA</th>
<th>AGREED or DISAGREEED</th>
<th>AGREE</th>
<th>AGREE</th>
<th>TRUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Swing System</td>
<td></td>
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</tr>
<tr>
<td>An independent hydraulic system should be provided for the swing motion. An upper structure swing lock (pin lock type) with swing brake shall be provided.</td>
<td>NA</td>
<td>AGREED or DISAGREEED</td>
<td>AGREE</td>
<td>AGREE</td>
<td>TRUE</td>
</tr>
<tr>
<td>Propel and Steering</td>
<td></td>
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</tr>
<tr>
<td>Independent crawler drive with independent fail-safe braking system and hydraulically operated parking brakes shall be provided.</td>
<td>NA</td>
<td>AGREED or DISAGREEED</td>
<td>AGREE</td>
<td>AGREE</td>
<td>TRUE</td>
</tr>
<tr>
<td>Undercarriage</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>The undercarriage shall be heavy duty and of sufficient strength to withstand the high loads which may occur due to uneven ground conditions. If bar type center frame is integrally welded with reinforced box-section track frame.</td>
<td>NA</td>
<td>AGREED or DISAGREEED</td>
<td>AGREE</td>
<td>AGREE</td>
<td>TRUE</td>
</tr>
<tr>
<td>Rail wheel or 600mm braked by automatic, fail safe, self-adjusting, oil immersed to be provided.</td>
<td>NA</td>
<td>AGREED or DISAGREEED</td>
<td>AGREE</td>
<td>AGREE</td>
<td>TRUE</td>
</tr>
<tr>
<td>Machinery House</td>
<td></td>
<td></td>
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<tr>
<td>The excavator shall be provided with a dust proof machinery house made of steel sheathing supported by a steel structure and shall cover the engine &amp; drive system. It shall be designed to give ready and safe access to personnel and equipments for maintenance.</td>
<td>NA</td>
<td>AGREED or DISAGREEED</td>
<td>AGREE</td>
<td>AGREE</td>
<td>TRUE</td>
</tr>
<tr>
<td>Operator’s Cab</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>A fully insulated, sound suppressed, FOPS complies, fully Air conditioned operator’s cabin with front guard, safety glass, wind shield wiper and washer should be mounted on rubber shock absorbers and elevated to facilitate a clear and unrestricted view of</td>
<td>NA</td>
<td>AGREED or DISAGREEED</td>
<td>AGREE</td>
<td>AGREE</td>
<td>TRUE</td>
</tr>
<tr>
<td>Gauges and Meters</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>The following shall be provided as minimum: Fuel gauge, hydraulic oil level sight gauge, engine oil cooling water temperature gauge, engine oil pressure gauge &amp; service meter.</td>
<td>NA</td>
<td>AGREED or DISAGREEED</td>
<td>AGREE</td>
<td>AGREE</td>
<td>TRUE</td>
</tr>
<tr>
<td>Warning Alarms</td>
<td></td>
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</tr>
<tr>
<td>Audio visual Warning alarm shall be provided for the following Hydraulic oil level, engine oil level, battery charge (Indicator), radiator water level and engine oil pressure</td>
<td>NA</td>
<td>AGREED or DISAGREEED</td>
<td>AGREE</td>
<td>AGREE</td>
<td>TRUE</td>
</tr>
<tr>
<td>Guards and Shields:</td>
<td></td>
<td></td>
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<tr>
<td>Adequate guards and shields which comply with ISO 3647 shall be provided throughout the excavator</td>
<td>NA</td>
<td>AGREED or DISAGREEED</td>
<td>AGREE</td>
<td>AGREE</td>
<td>TRUE</td>
</tr>
<tr>
<td>Automatic Fire Detection &amp; Suppression System</td>
<td></td>
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</tbody>
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