### 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/HOD), MCL on 28-Aug-2017 at 11:00 AM for procurement of the item as mentioned below (in the table).

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Brief Description of Item proposed to be tendered</th>
<th>Date, Time and place of Pre NIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Procurement of 03 Nos of Diesel powered, self-propelled, crawler mounted dozer having capacity not less than 410 HP including erection, commissioning and performance testing.[03 Nos : NCD].</td>
<td>28-Aug-2017 at 11:00 AM in the Chamber of GM(MM/HOD),MCL</td>
</tr>
</tbody>
</table>

The Draft NIT for pre NIT meeting is available at [http://www.mahanadicoal.in](http://www.mahanadicoal.in) and [www.tenders.gov.in](http://www.tenders.gov.in).

All prospective bidders are requested to go through the draft NIT and come prepared to attend the pre NIT meeting on 28-Aug-2017 at 11:00 AM.

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

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**Cc to:-**

1. GM(Excv/HOD)
2. GM(Fin)
NIT No.: MCL/SBP/MMD/SEC-II/R/-16-17/GTE/ Dtd: . . 2017

NOTICE INVITING TENDER(GLOBAL)
For Procurement Through e-Tendering with e-Reverse Auction Process[RAP]

Tender Cum Auction NOTICE
(for Procurement of Equipment : GLOBAL TENDER)

1. Tenders are invited on-line on the website https://coalindiatenders.nic.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>Delivery Period (In Days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Procurement of 03 Nos of Diesel powered, self-propelled, crawler mounted dozer having capacity not less than 410 HP including erection, commissioning and performance testing,[03 Nos :NCD].</td>
<td>7,15,00,000.00</td>
<td>10,00,000.00</td>
<td>90</td>
</tr>
</tbody>
</table>

(The above tendered item is eligible for INPUT TAX Credit)

TYPE OF TENDER
i.e. COVER-I – Techno-commercial bid
COVER-II – Price Bid (BOQ)

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>18:55 HRS</td>
</tr>
<tr>
<td>b.</td>
<td>Document download start date</td>
<td></td>
<td>10:00 HRS</td>
</tr>
<tr>
<td>c.</td>
<td>Document download end date</td>
<td></td>
<td>17:00 HRS</td>
</tr>
<tr>
<td>d.</td>
<td>Bid Submission start date</td>
<td></td>
<td>10:00 HRS</td>
</tr>
<tr>
<td>e.</td>
<td>Bid submission end date</td>
<td></td>
<td>17:00 HRS</td>
</tr>
<tr>
<td>f.</td>
<td>Start date for seeking Clarification on-line</td>
<td></td>
<td>10:00 HRS</td>
</tr>
<tr>
<td>g.</td>
<td>Last date for seeking Clarification on-line</td>
<td></td>
<td>17:00 HRS</td>
</tr>
<tr>
<td>h.</td>
<td>Opening of Cover -I online i.e Techno-commercial Bid</td>
<td></td>
<td>11:00 HRS</td>
</tr>
<tr>
<td>i.</td>
<td>Opening of Cover -II online i.e Price Bid</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Will be communicated on-line to the techno-commercially acceptable bidders only.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tentative Start Date &amp; time of Reverse Action</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>In normal circumstances, Reverse Action shall start within two hours from the price Bid Opening Date &amp; Time.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Information regarding start Date & Time of Reverse Auction shall also be sent by system generated e-mail and SMS, but it shall be bidder’s responsibility to check the CIL’s e-Procurement portal after Bid Opening Date & Time to get the latest status / information regarding start Date & Time of Reverse Auction.

**Special NOTE :-**

If number of bids received online is found to be less than three on end date of bid submission then the following critical dates of the tender will be automatically extended initially for a period of two days, and if the number of bids still remains less than three, then for another five days.

- Last Date of submission of Bid-Online [ending at 17:00 Hrs on extended date]
- Date of opening of Cover – I.e Techno Commercial Bid online [opening at 11:00 Hrs on extended date]

If any of the above extended dates falls on Holiday i.e. a non-working day as defined in the eProcurement Portal then the same shall be re-scheduled to the next working day. This extension will be also applicable in case of receipt of zero bids.

3. **Deposit of EMD :**

   Earnest Money can be deposited online only on e-Procurement portal of CIL.

   3.1 The bidder will have to make the payment of EMD through **online mode only.**
   
   In Online mode the bidder can make payment of EMD either through net-banking from designated Bank/s or through NEFT/ RTGS from any scheduled Bank.

   **Net-banking:** In case of payment through net-banking the money will be immediately transferred to MCL’s designated Account.

   **NEFT/ RTGS:** In case of payment through NEFT/ RTGS the bidder will have to make payment as per the Challans generated by system on e-Procurement portal and will have to furnish online the UTR Numbers before submission of bid. The EMD payment through NEFT/ RTGS mode should be made well ahead of time to ensure that the EMD amount is transferred to MCL account before bid submission.

   **Instruction to all Bidders:** Although the system allows for the uploading of bids till the closing date & time of submission of bids, considering the limitations of the Third Party payment gateway, bidders are requested to submit EMD well ahead of the last date of bid submission to avoid the chances of failure to upload their bids in time.

   3.2 Bidder will be allowed to submit his/her bid only when the EMD is successfully received in MCL’s designated account and the information flows from Bank to e-Procurement system.

   3.3 In online payment of EMD, 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.
3.4 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] (as manufacturer 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 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 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 as manufacturer 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. (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 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” & “special terms & conditions” as enclosed in the NIT at Annexure-A and as per Annexure “I” 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 15(fifteen) days before the end date of
bid submission. The replies to clarifications sought by bidders shall be given at least 7 (Seven) days before the end date of bid submission.

**Note:** No queries will be entertained after stipulated date. Bidders may also note that queries which are not received online through e-tender portal will not be entertained. Queries/clarifications submitted through offline mode/e-mail will not be entertained.

7. **Basic Eligibility Criteria:**

A.1. 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. 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.

A.2. The bidder will have After Sales Service Support facilities in India like Depot / Warehouse for supply of spare parts, Workshop facilities for servicing and repair assemblies, sub-assemblies and equipment, availability of trained technical manpower etc., training facilities for providing training to MCL’s personnel. In case the bidder does not have the above After Sales Service Support facilities in India, it will have to submit an undertaking along with its offer that in the event of placement of order on them, they will establish the above facilities in India within the completion period of warranty of the first equipment commissioned. In such a case, the bidder shall have to provide PBG for 30% of the contract value as per PBG clause of NIT.
B. **Provenness Criteria**: -

Procurement against the tender shall be made only for proven Equipment

The offered Equipment shall be considered proven provided it meets any one of the criteria’s mentioned below else the offer shall be liable for rejection:

1) **For Lower Capacity equipments (i.e Equipments other than 10 CuM Shovels to be procured at subsidiary level)**: The Equipment offered shall be considered proven provided the offered type & model (*) of the Equipment must have been supplied in the past to the Mining Industry and/or to the other Industries (Private or Government/Public Sector Undertaking—Indigenous or Global) and consistently performed satisfactorily for a minimum period of 01(one) Year from the date of commissioning. Minimum population of the quoted type & model (*) of Equipment supplied & commissioned in India should not be less than 02 Nos during the last 05 years, as on the date of opening of tender. The performance of only those equipments shall be considered for assessing proveness which have been commissioned 01(one) year prior to the opening of tender but not prior to 05(Five) years from the date of opening of tender.

For High Capacity Equipments like 10 CuM Shovels to be procured at subsidiary level:

The Equipment offered shall be considered proven provided the offered type & model (*) of the Equipment must have been supplied in the past to the Mining Industry and/or to the other Industries (Private or Government/Public Sector Undertaking—Indigenous or Global) and consistently performed satisfactorily for a minimum period of 03(Three) Years from the date of commissioning. Minimum population of the quoted type & model (*) of Equipment supplied & commissioned in India should not be less than 02 Nos during the last 07 years, as on the date of opening of tender. The performance of only those equipments shall be considered for assessing proveness which have been commissioned 03(Three) years prior to the opening of tender but not prior to 07(Seven) years from the date of opening of tender. However, in case of such equipment which is working at MCL and CIL subsidiary companies and if the same has not completed 3 years of performance period as stipulated above, MCL reserves the right to grant relaxation for declaring the equipment as proven provided the combined percentage availability achieved during the 1st two years of operation is more than the availability guaranteed for the 1st year.

OR

2) **For Lower Capacity equipments (i.e Equipments other than 10 CuM Shovels to be procured at subsidiary level)**: In case the quoted type & model (*) of the Equipment has not been supplied & commissioned by the bidder in India or if the quantity supplied is less than 02(two) Nos during the last 05(five) years as on the date of opening of the tender or if supplied and commissioned in India but the same have not completed 01(One) year of performance for provenness as mentioned in point no 1 above, the offered equipment will be considered proven if the minimum worldwide population of offered type & model (*) of equipment is 05(five) nos or 25 % of the tendered quantity [rounded off to nearest whole number on higher side] whichever is higher, supplied & commissioned during the last 05 years, as on the date of opening of tender and consistently performed satisfactorily for a minimum period of One(01) year from the date of commissioning. The performance of only those equipments will be considered for assessing proveness which have been commissioned 01(one) year prior to the opening of tender but not prior to 05(Five) years from the date of
opening of tender and each of such equipment should have consistently performed satisfactorily for a minimum period of 01(one) Year from the date of commissioning.

**For High Capacity Equipments like 10 CuM Shovels to be procured at subsidiary level:**

In case the quoted type & model (*) of the Equipment has not been supplied & commissioned by the bidder in India or if the quantity supplied is less than 02(two) Nos during the last 07(Seven) years as on the date of opening of the tender or if supplied and commissioned in India but the same have not completed required years of performance for provenness as mentioned at point 1 above, the offered equipment will be considered proven if the minimum worldwide population of offered type & model (*) of equipment is 05(five) nos or 25 % of the tendered quantity [rounded off to nearest whole number on higher side ] whichever is higher , supplied & commissioned during the last 07 years, as on the date of opening of tender and consistently performed satisfactorily for a minimum period of Three(03) years from the date of commissioning. The performance of only those equipments will be considered for assessing proveness which have been commissioned 03(Three) years prior to the opening of tender but not prior to 07(Seven) years from the date of opening of tender and each of such equipment should have consistently performed satisfactorily for a minimum period of 03(Three) Years from the date of commissioning.

**OR**

3. **For Lower Capacity equipments[i.e Equipments other than 10 CuM Shovels to be procured at subsidiary level]:** In case the indigenous manufacturer is quoting the same type & model (*) of the equipment as supplied by their foreign collaborator worldwide in the past and the quoted type & model (*) of Equipment of indigenous manufacturer [minimum 02 Nos] has either not been supplied in India or if supplied and commissioned in India, but the same have not completed the 01(One) year of performance for provenness as mentioned at point 01 above, the offered model will be considered proven if the minimum worldwide population is 05(five) nos or 25 % of the tendered quantity [rounded off to nearest whole number on higher side ] whichever is higher , supplied and commissioned during the last 05 years, as on the date of opening of tender and consistently performed satisfactorily for a minimum period of One(01) year from the date of commissioning. The performance of only those equipments will be considered for assessing proveness which have been commissioned 01(one) year prior to the opening of tender but not prior to 05(Five) years from the date of opening of tender and each of such equipment should have consistently performed satisfactorily for a minimum period of 01(one) Year from the date of commissioning. However, for worldwide population, foreign collaborator’s experience of supplying the offered Type & Model (*) equipment worldwide shall be considered only if the indigenous manufacturer submits notarized copy of their collaboration agreement with the foreign collaborator which should be valid as on the date of opening of the tender and should also remain valid at least up to supply and commissioning of equipment. However, the principal manufacturer will confirm to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life. Further, if any indigenous contents are added by the indigenous manufacturer in the quoted Type & Model of the equipment, the foreign collaborator will give an undertaking for successful performance of the equipment with the indigenization carried out by the indigenous manufacturer during lifetime of the equipment. The agreements/ MOUs evincing collaboration of the Indian Firm/Company with a foreign partner must be a document registered in India under the provisions of the Indian Registration Act, 1908, irrespective of the likelihood that the same may not be compulsorily registrable under the provision of Section-17 of the said Act. A notarised copy of collaboration agreement/MOU, duly registered in India as above and
undertaking of principal manufacturer to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life must be uploaded alongwith the offer.

**For High Capacity Equipments like 10 CuM Shovels to be procured at subsidiary level:** In case the indigenous manufacturer is quoting the same type & model(*) of the equipment as supplied by their foreign collaborator worldwide in the past and the quoted type & model (*) of Equipment of indigenous manufacturer [minimum 02 Nos] has either not been supplied in India or if supplied and commissioned in India, but the same have not completed the required years of performance for provenness as mentioned at point 1 above, the offered model will be considered proven if the minimum worldwide population is 05(five) nos or 25% of the tendered quantity [rounded off to nearest whole number on higher side] whichever is higher, supplied and commissioned during the last 07 years, as on the date of opening of tender and consistently performed satisfactorily for a minimum period of Three (03) years from the date of commissioning. The performance of only those equipments will be considered for assessing provenness which have been commissioned 03(Three) years prior to the opening of tender but not prior to 07(Seven) years from the date of opening of tender and each of such equipment should have consistently performed satisfactorily for a minimum period of 03(Three) Years from the date of commissioning. However, for worldwide population, foreign collaborator’s experience of supplying the offered Type & Model(*) equipment worldwide shall be considered only if the indigenous manufacturer submits notarized copy of their collaboration agreement with the foreign collaborator which should be valid as on the date of opening of the tender and should also remain valid at least upto supply and commissioning of equipment. However, the principal manufacturer will confirm to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life. Further, if any indigenous contents are added by the indigenous manufacturer in the quoted Type & Model of the equipment, the foreign collaborator will give an undertaking for successful performance of the equipment with the indigenization carried out by the indigenous manufacturer during lifetime of the equipment. The agreements/MOU’s evincing collaboration of the Indian Firm/Company with a foreign partner must be a document registered in India under the provisions of the Indian Registration Act, 1908, irrespective of the likelihood that the same may not be compulsorily registrable under the provision of Section-17 of the said Act. A notarised copy of collaboration agreement/MOU, duly registered in India as above and undertaking of principal manufacturer to ensure supply of spares & consumables and service support for smooth running of the equipment throughout its life must be uploaded alongwith the offer.

**Special Note (**) Extension of Basic Model on account of Technological upgradation /Environmental emission norms etc [For example Basic model followed by (1,2,3, _ _ _ _ _ _) or(X,Y,Z, _ _ _ _ _) or (I,II,III, _ _ _ _) or(A,B,C,D, _ _ _ _) etc shall be treated under the category of same model. Decision of Tender Committee in this regard shall be final & binding on the Bidder.**

**Bench Mark for consistent satisfactory performance:**

a) **For Lower Capacity equipments[i.e Equipments other than 10 CuM Shovels to be procured at subsidiary level]:** Equipments, being considered for provenness, must have consistently achieved the guaranteed availability as stipulated in the supply order (based on which proveness is being claimed by the bidder) for a minimum period of One(01) year for each of the Equipment from the date of commissioning.
For High Capacity Equipments like 10 CuM Shovels to be procured at subsidiary level:
Equipments, being considered for provenness, must have consistently achieved the guaranteed availability as stipulated in the supply order (based on which proveness is being claimed by the bidder) for a minimum period of Three (03) years for each of the Equipment from the date of commissioning. However, in case of such equipment which is working at MCL and CIL subsidiary companies and if the same has not completed 3 years of performance period as stipulated above, MCL reserves the right to grant relaxation for declaring the equipment as proven provided the combined percentage availability achieved during the 1st two years of operation is more than the availability guaranteed for the 1st year.

OR

b) For Lower Capacity equipments [i.e Equipments other than 10 CuM Shovels to be procured at subsidiary level]: In case no guaranteed availability has been stipulated in the supply order (based on which proveness is being claimed by the bidder), the guaranteed availability stipulated in the NIT shall be considered as the minimum guaranteed availability for satisfactory performance, for a minimum period of One (01) year for each of the Equipment from the date of commissioning.

Documents Establishing Bidder’s Eligibility and Qualifications

A. (i) In case equipment manufacturer [Indian/Foreign] is quoting directly against the tender, it has to upload scanned notarized copies of the following documents with the offer:

a) Documentary evidence to establish the fact that they are equipment manufacturer for the offered capacity and type of equipment. Such documentary evidence can be ISO-9001 Certificate, Manufacturing License/Certificate/Registration issued by the appropriate authorities of the manufacturer’s country, Certificate from Chamber of Commerce and Industry of the manufacturer’s country etc.

b) Details in respect of its organization along with the documents like Certificate of Incorporation/Registration etc.

c) Details of After Sales Service Support facilities in India like Depot/ Warehouse for supply of spare parts, Workshop facilities for servicing and repair of assemblies, sub-assemblies and equipment, availability of trained technical manpower etc., training facilities for providing training to MCL’s personnel.

d) In case the bidder does not have the above facilities in India, an undertaking that in the event of placement of order on them, they will establish the above facilities in India within the completion period of warranty of the first equipment commissioned.

(ii) In case Indian Agent is quoting against the tender on behalf of the equipment manufacturer, it has to upload scanned notarized copies of the following documents with the offer:

a) Specific authorization from their principal manufacturer to quote against this tender (attested by Notary Public)
b) Documentary evidence to establish that their principal is the equipment manufacturer (as indicated above).

c) The authorised Indian Agent is to upload scanned copies of details in respect of its organization along with the copies of document like certificate of incorporation / registration etc. alongwith the offer. **The firm (Indian Agent) should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.**

d) GST Registration Certificate.

e) Audited Profit & Loss Accounts / Abridged Profit & Loss Accounts for the last three financial years from the date of tender opening.

f) Details of After Sales Service Support facilities in India like Depot/ Warehouse for supply of spare parts, Workshop facilities for servicing and repair of assemblies, sub-assemblies and equipment, availability of trained technical manpower etc., training facilities for providing training to MCL’s personnel.

g) In case the bidder does not have the above facilities in India, an undertaking that in the event of placement of order on them, they will establish the above facilities in India within the completion period of warranty of the first equipment commissioned.

(iii) The bidders should upload scanned copies of supply orders, signed and stamped by the Original Equipment Manufacturer and duly notarized, for the offered Type & model of equipment received by them from various customers as defined in proveness clause of NIT, covering at least for the number of machines against which the bidder has claimed to be proveness of Equipment, within the eligibility period as indicated in the NIT.

(iv) The bidder is required to upload scanned copies of the **Performance Report(s) of the End-User(s)**, commissioning certificates for same machine(s) commissioned against supply order(s) indicated at (iii) above, issued by the respective end users, duly signed and notarised for the total numbers of machines against which the bidder has claimed proveness of the Equipment as per the proveness Clause of the NIT. In case, the commissioning certificates of the end user(s) are not available, the bidder shall upload a certificate of Original Equipment Manufacturer (OEM), duly signed and stamped, confirming the date of commissioning indicating supply order reference no. & date, model, machine sl. no., date of commissioning (date/month/year) and place of commissioning with complete postal address, fax no. and contact no. etc.

(v) In case, the Performance Report(s) of the End-User(s) is not available, the bidder shall upload a self-certification, duly signed and stamped, confirming that the quoted Type & model (*) of Equipment have performed satisfactorily for a minimum period of 01(One) year/03(three) years(as applicable) from the date of commissioning of the equipment and the desired parameters of the performance of the equipment stipulated in the supply orders received and executed /NIT have been met and no warranty / guarantee claim is pending against the supply orders received and copies enclosed by them along with their offer to establish their Provenness for the quoted Type & Model of Equipment.

In case Authorised Agent is submitting the offer on behalf of the Original Equipment Manufacturer, self-certification duly signed and stamped by the principal (i.e. Original Equipment Manufacturer) is to be uploaded regarding performance as mentioned above. However, MCL reserves the right to verify the above or get the performance directly from the concerned buyers/ customers/ end users of the equipment (against past supplies as mentioned above) of the bidder.
(vi) In case bidders are not in a position to submit the past supply order copies due to confidentiality laws of particular country, a copy of such laws should be uploaded along with the offer for claiming exemption from submitting the supply order/contract copies and in such cases the bidder should upload a Customers List for the quoted Type & Model of Equipment duly signed and stamped by the Original Equipment Manufacturer and duly notarised, clearly indicating the Customer Name & Address, Contract No.& Date, Date of supply and erection & commissioning, guaranteed annual availability as per the performance guarantee clause of the supply order/contract/NIT [if the same is not given in the supply order] and actual achieved annual availability for minimum 01(One) year /03(three) years (as applicable) from the date of commissioning, for each equipment supplied.

(vii) In case a bidder has a foreign collaboration, the bidder must upload the documents/certificates, duly notarized, relating to collaboration with principals, clearly indicating–

a) that the collaboration agreement is valid on date of tender opening and shall also remain valid at least up to supply and commissioning of equipment.

b) that the principal manufacturer will ensure supply of spares & consumables and service support for smooth running of the equipment during its lifetime.

c) The agreements / MOUs evincing collaboration of the Indian Firm/Company with a foreign partner must be a document registered in India under the provision of the Indian Registration Act 1908, irrespective of the likelihood that the same may not be compulsorily registrable under the provision of Section-17 of the said Act.

(viii) Bidder should upload a self-certified certificate to the effect that the bidder has satisfactorily fulfilled its contractual obligations including warranty obligations for the total equipment supplied by it to the respective customers/end users during last 5 years/07 (Seven) years (as applicable) from the date of tender opening.

B. The following documents shall also be uploaded by the bidder in case of contract with foreign principals involving Indian agents:

i) Foreign principal’s pro-forma invoice or any other authentic document indicating the commission payable to the Indian agent, nature of after sales service to be rendered by the Indian Agent and the precise relationship between the Principal and the Agent and their mutual interest

ii) Copy of the agency agreement if any with the foreign principal stating the precise relationship between them and their mutual interest in the business.

iii) A copy of the enlistment of the Indian agent with Director General of Supplies and Disposal, New Delhi, under compulsory registration scheme of Ministry of Finance (As per DGS&D Circular no. 12 dated 17th September 2009 under “Compulsory Enlistment scheme) need to be submitted along with the Cover-I of the offer. In any case all Government of India directives shall be followed in this regard as may be applicable 30 days prior to the date of bid.

However, if all the details given in Para – (i) are complied with, the requirement of submission of document mentioned at Para – (ii) may be waived.

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 the above documents.
C. **GST Registration Certificate**: All Bidders shall possess GST Registration Certificate and submit GST invoice for goods unless the bidder is exempted or opted for Composition scheme as per relevant provision of GST Act 2017.

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

Confirmation in the form of Yes/No that the bidder is either a foreign bidder or possess the GST Registration certificate or Exemption document or Composition scheme documents for GST.

D. **Permanent Account Number (PAN)**: 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 on-line:

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.

E. **Qualification Criteria**:

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.[please refer clause no 26 for further details].

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

F. **Banned or De-Listed Suppliers Certificate**: The Bidders would give a declaration that they have not been banned or de-listed by any Government or quasi-Government agencies or PSUs. If a bidder has been banned by any Government or quasi-Government agencies or PSU, this fact must be clearly stated and it may not necessarily be a cause for disqualifying the bidder. If this declaration is not given, the bid will be rejected as non-responsive. Incase bidder has been banned by any Government or quasi-Government agencies or PSUs, in addition to the declaration regarding banning, they shall have to upload a copy of banning or de-listing letter issued by concerned Government or quasi-Government agencies or PSUs to them, in the other eligibility criteria under cover 1 documents.

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://coalindiatenders.nic.in](https://coalindiatenders.nic.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 upto 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".
i) 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.** The bidders must submit their offer i.e. Cover-I and Cover-II through ON LINE bidding up to the scheduled time and date.

*The COVER-I will contain all Techno-Commercial terms & conditions and other supporting documents except price. The COVER-II will contain only BOQ i.e. price.*

b) **Letter of Bid (LOB):** The format of Letter of Bid (LOB) as given at Annexure–B will be downloaded by the bidder and will be printed on Bidder’s letter head and duly Signed by a person competent and having the “Power of Attorney” to bind the bidder. Scanned copy of such a “Signed & Stamped with the seal of the company” LOB alongwith “Power of Attorney” are to be uploaded during bid submission in Cover-I. 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. 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 may be liable for rejection.

**Note:** The person who has signed Letter of Bid physically should bid online while submitting the offer. The physical signature of the person who has signed the LOB will be accepted without questioning the identity of person signing the LOB as the same person is DSC holder and himself is bidding online on CIL’s e-Procurement Portal. In case the person who has signed LOB is not bidding himself and has authorized another person to bid online on his behalf, then the further authorization on non-judicial stamp paper duly notarized (as per Annexure-C) by the person signing the LOB in favour of person bidding online is required to be uploaded.

c) **Submission of Forged/Tampered Documents:** Based on undertaking furnished by the bidder in its Letter of Bid, certifying the authenticity and statement made in the bid as well as documentary support of such statement submitted with online bid against the tender, MCL, while carrying out evaluation of the offer, shall consider the scanned copies of the documents without any verification with the original. However, MCL reserves the right to verify such documents with the original, if necessary at a later stage for which the bidder shall have to submit the original documents to MCL on demand. If at any point of time during procurement process or subsequently, any information or document submitted by the bidder, is found to be false/incorrect/forged/tampered in any way, the total responsibility shall lie with the bidder and MCL reserves the full right to take penal action as may be deemed fit including rejection of the offer and / or banning the bidder in MCL for future tenders. The penal action may include termination of contract / forfeiture of all dues including EMD/ Security Deposit / banning of the firm along with all partners of the firm as per provisions of law. Further, suitable action may be taken for claiming damages from the bidder.

e. Confirmatory Documents: All the confirmatory documents as enlisted below in support of online information submitted by the bidder are to be uploaded in Cover-I by the bidder while submitting their bid.
**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 (attested by Notary public) to be uploaded by the bidder in support of Basic Eligibility Criteria</th>
</tr>
</thead>
</table>
| a      | In case equipment manufacturer [Indian/Foreign] is quoting directly against the tender, it has to upload scanned notarized copies of the following documents with the offer: | a) Documentary evidence to establish the fact that they are equipment manufacturer for the offered capacity and type of equipment. Such documentary evidence can be ISO-9001 Certificate, Manufacturing License/ Certificate / Registration issued by the appropriate authorities of the manufacturer’s country, Certificate from Chamber of Commerce and Industry of the manufacturer’s country etc.  

b) Details in respect of its organization along with the documents like Certificate of Incorporation/ Registration etc.  
c) Details of After Sales Service Support facilities in India like Depot/ Warehouse for supply of spare parts, Workshop facilities for servicing and repair of assemblies, sub-assemblies and equipment, availability of trained technical manpower etc., training facilities for providing training to MCL’s personnel.  
d) In case the bidder does not have the above facilities in India, an undertaking that in the event of placement of order on them, they will establish the above facilities in India within the completion period of warranty of the first equipment commissioned. |
| b      | In case Indian Agent is quoting against the tender on behalf of the equipment manufacturer, it has to upload scanned notarized copies of the following documents with the offer: | a) **Specific authorization from their principal manufacturer to quote against this tender (attested by Notary Public)**  

b) Documentary evidence to establish that their principal is the equipment manufacturer (as indicated above).  
c) The authorised Indian Agent is to upload scanned copies of details in respect of its organization along with the copies of document like certificate of incorporation / registration etc. along with the offer. The firm (Indian Agent) **should be in existence for 3 years on the date of tender opening, irrespective of date of appointment as Indian Agent.**  
d) **Service Tax Registration Certificate.**  
e) Audited Profit & Loss Accounts / Abridged Profit & Loss Accounts for the last three financial years from the date of tender opening.  
f) Details of After Sales Service Support facilities in India like Depot/ Warehouse for supply of spare parts, Workshop facilities for servicing and repair of assemblies, sub-assemblies and equipment, |


availability of trained technical manpower etc., training facilities for providing training to MCL’s personnel.

g) In case the bidder does not have the above facilities in India, an undertaking that in the event of placement of order on them, they will establish the above facilities in India within the completion period of warranty of the first equipment commissioned.

NOTE: The certificate in respect of Micro Small Enterprises Registration, NSIC Registration, SSI Registration, DGS&D Registration, ISO, BIS License and DGMS approval must be valid on the date of Bid.

B. Provenness Criteria [Ref. Clause No.7 (B) of NIT]: All the following specified documents:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Alternative Provenness Criteria</th>
<th>Scanned copy of documents (attested by Notary public) to be uploaded by the bidder in support of Provenness Criteria</th>
</tr>
</thead>
</table>
| 1      | Refer Clause No 7 B [above]     | 1. The bidders should upload scanned copies of supply orders, signed and stamped by the Original Equipment Manufacturer and duly notarized, for the offered Type & model of equipment received by them from various customers as defined in proveness clause of NIT, covering at least for the number of machines against which the bidder has claimed to be proveness of Equipment, within the eligibility period as indicated in the NIT.  
2. The bidder is required to upload scanned copies of the Performance Report(s) of the End-User(s), commissioning certificates for same machine(s) commissioned against supply order(s) indicated at (iii) above, issued by the respective end users, duly signed and notarised for the total numbers of machines against which the bidder has claimed proveness of the Equipment as per the proveness Clause of the NIT. In case, the commissioning certificates of the end user(s) are not available, the bidder shall upload a certificate of Original Equipment Manufacturer (OEM), duly signed and stamped, confirming the date of commissioning indicating supply order reference no. & date, model, machine sl. no., date of commissioning (date/month/year) and place of commissioning with complete postal address, fax no. and contact no. etc.  
3. In case, the Performance Report(s) of the End-User(s) is not available, the bidder shall upload a self-certification, duly signed and stamped, confirming that the quoted Type & model (* *) of Equipment have performed satisfactorily for a minimum period of 01(One) year/03(three) years (as applicable) from the date of commissioning of the equipment and the desired parameters of the performance of the equipment. |
stipulated in the supply orders received and executed /NIT have been met and no warranty / guarantee claim is pending against the supply orders received and copies enclosed by them along with their offer to establish their Proveness for the quoted Type & Model of Equipment.

4. In case Authorised Agent is submitting the offer on behalf of the Original Equipment Manufacturer, self-certification duly signed and stamped by the principal (i.e. Original Equipment Manufacturer) is to be uploaded regarding performance as mentioned above. However, MCL reserves the right to verify the above or get the performance directly from the concerned buyers/ customers/ end users of the equipment (against past supplies as mentioned above) of the bidder.

5. In case bidders are not in a position to submit the past supply order copies due to confidentiality laws of particular country, a copy of such laws should be uploaded along with the offer for claiming exemption from submitting the supply order/contract copies and in such cases the bidder should upload a Customers List for the quoted Type & Model of Equipment duly signed and stamped by the Original Equipment Manufacturer and duly notarised, clearly indicating the Customer Name & Address, Contract No.& Date, Date of supply and erection & commissioning, guaranteed annual availability as per the performance guarantee clause of the supply order/contract/NIT [if the same is not given in the supply order] and actual achieved annual availability for minimum 01(One) year /03(three) years (as applicable) from the date of commissioning, for each equipment supplied.

6. In case a bidder has a foreign collaboration, the bidder must upload the documents/ certificates, duly notarized, relating to collaboration with principals, clearly indicating–

a) that the collaboration agreement is valid on date of tender opening and shall also remain valid at least up to supply and commissioning of equipment.

b) that the principal manufacturer will ensure supply of spares & consumables and service support for smooth running of the equipment during its lifetime.

c) The agreements / MOUs evincing collaboration of the Indian Firm/Company with a foreign partner must be a document registered in India under the provision of the Indian Registration Act 1908, irrespective of the likelihood that the same may not be compulsorily
registrable under the provision of Section-17 of the said Act.

7. Bidder should upload a self-certified certificate to the effect that the bidder has satisfactorily fulfilled its contractual obligations including warranty obligations for the total equipment supplied by it to the respective customers/end users during last 5 years/07 (Seven) years (as applicable) from the date of tender opening.

8. The following documents shall also be uploaded by the bidder in case of contract with foreign principals involving Indian agents:

i) Foreign principal’s pro-forma invoice or any other authentic document indicating the commission payable to the Indian agent, nature of after sales service to be rendered by the Indian Agent and the precise relationship between the Principal and the Agent and their mutual interest.

ii) Copy of the agency agreement if any with the foreign principal stating the precise relationship between them and their mutual interest in the business.

iii) A copy of the enlistment of the Indian agent with Director General of Supplies and Disposal, New Delhi, under compulsory registration scheme of Ministry of Finance (As per DGS&D Circular no. 12 dated 17th September 2009 under “Compulsory Enlistment scheme) need to be submitted along with the Cover-I of the offer. In any case all Government of India directives shall be followed in this regard as may be applicable 30 days prior to the date of bid.

However, if all the details given in Para – (i) are complied with, the requirement of submission of document mentioned at Para – (ii) may be waived.

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 to be uploaded by the bidder in support of information / declaration furnished online by the bidder against Basic Eligibility Criteria as Confirmatory Document</th>
</tr>
</thead>
</table>
|   | All Bidders shall possess GST Registration Certificate and submit GST invoice for goods unless the bidder is exempted or opted for Composition scheme as per relevant provision of GST Act 2017 (Ref. Clause No.7(C) of NIT) | Any one of the following documents to be uploaded:  
1. GST Registration Certificate (Attested by Notary Public)  
2. Composition scheme: Bidder who has opted for composition scheme under sec 10 of GST ACT 2017, should upload (i) the certificate from Practicing Chartered Accountant / Cost & Management Accountant / Company Secretary confirming that Bidder is eligible to opt the scheme and has fulfilled all the conditions as mentioned in notification in this regard & (ii) the Registration Certificate in this regard. (Attested by Notary Public)  
3. The bidder claiming exemption, shall upload certificate from Practicing Chartered Accountant / Cost & Management Accountant / Company Secretary that Bidder is fulfilling all the conditions prescribed in GST Act, 2017 to make him exempt from registration. (Attested by Notary Public)  
4. Self Declaration to the effect that they do not possess the GST Registration Certificate, as they are Foreign bidder |
|---|---|
| 2. Permanent Account Number (Ref. Clause No.7(D ) of NIT) | Any one of the following documents to be uploaded:  
1. PAN Card issued by Income Tax department, Govt. of India (Attested by Notary Public)  
2. Self Declaration to the effect that they do not possess the Permanent Account Number, as they are Foreign bidder |
| 3. Digital Signature Certificate (DSC) (Ref. Clause No.9(a) of NIT) | If the bidder himself is the DSC holder bidding online then no document is required. However, if the DSC holder is bidding online on behalf of the bidder the Power of Attorney or authorization as mentioned at Clause no. 9 (i.e As per Annexure-C) is required. (attested by Public Notary) |
4. a. Document as per NIT clause no 15.2 (If applicable). *(attested by Notary Public)*.

b. Document as per NIT clause no 30.C.1.j (if applicable) & 36 (if applicable) *(attested by Notary Public)*.

c. If the bidder submits the bid under NCD with Basic customs Duty rate which is other than the standard rate of Basic customs duty under any FTA’s/DTAA’s, Preferential trade agreements, CEPA etc., the bidder shall submit documentary evidence along with relevant commercial information regarding rate of Basic Customs Duty adopted *(attested by Notary Public).* **[For Both Foreign Bidder & Domestic Bidder]**

*Note: If the evaluation of the supplier is made considering the concessional rate of customs duty applicable for import from certain countries under any FTA’s/DTAA’s, Preferential trade agreements, CEPA etc., all the required documentation for availing concessional customs duty and subsequent customs clearance etc should be provided by the supplier failing which the equivalent deduction will be made from the suppliers bills.*

d. Any other document to be submitted by the bidder in support of qualification criteria as per NIT *(attested by Notary Public).*

*Note: if any of these particular clauses (i.e clause no 15.2, 30.C.1.j & 36) is not applicable for the bidder then the Bidder shall submit self declaration confirming that the particular clause is not applicable to them against the subject tender).*

<table>
<thead>
<tr>
<th>Item No</th>
<th>Technical Specification Parameter</th>
<th>Scanned copy of documents <em>(attested by Notary Public)</em> to be uploaded by the bidder in support of Technical Specification Parameters.</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Refer TPS uploaded along with this NIT</td>
<td>Information to be provided as per sl.no. E of special terms and conditions <em>(Annexure-I of NIT)</em> and List of all filters and O rings required for first 6000 hours of operation and Technical Brochure of the offered Machine.</td>
</tr>
</tbody>
</table>

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

*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.*
f. **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.

g. **Price bid:**

**For Purchase of Equipment with one year warranty only**

The sheet named BoQ1 Sheet is to be filled by all the Bidders (Both Domestic and Foreign Bidders). Following are steps for submitting prices in the BoQ1 sheet.

a) **In case you are a domestic bidder:** SELECT “INDIA” as your country of origin at cell no P4, then indicate GST Registration number at cell no P6 & also indicate Bidder’s Name at Cell no B8 and select “INR” as your currency of Bid at cell no P8 and same currency i.e. “INR” as your Quoted Currency at cell no L13

b) **In case you are a foreign bidder:** SELECT your country of origin (as applicable) other than INDIA at cell no P4, then indicate Port of Delivery at cell no P6 & also indicate Bidder’s Name at Cell no B8, and SELECT your currency of Bid other than INR at cell no P8 and then SELECT the same currency as your Quoted Currency at cell no L13.

c) After completing above steps i.e. (a) or (b), all bidders (Foreign or Domestic) are required to check their status at Cell no. R1. After ascertaining their status as Basic Information Completed at cell no R1, the bidders are required to fill their prices as per applicability in the respective cells of BoQ1.

d) Bidder's evaluation will be calculated by the system during price bid opening.

OR

**For Purchase of Equipment along with spares & consumables for one year warranty and thereafter Guarantee period after completion of warranty period**

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.

Evaluation shall be done by the system during price bid opening by considering the Total price quoted by Bidders for supply of Equipment along with warranty spares & consumables plus price quoted by the bidder for spares and consumables beyond warranty period on Net Present value basis[NPV].

Discounting Factor for Net Present value basis [NPV] shall be considered @ 10.00 % Per Annum(P.A).

OR

For Purchase of Equipment along with spares & consumables for one year warranty [In case of Surface Miners warranty period is for 02 years] and thereafter Guarantee period after completion of warranty period with MARC.

The sheet named Price Bid Sheet is to be filled by all the Bidders (Both Domestic and Foreign Bidders).

Following are steps for submitting prices in the Price Bid/BOQ.

1. The sheet named Welcome Information Sheet is to be first filled by all the Bidders (Foreign & Domestic).
   a) In case you are a domestic bidder :- SELECT INDIA as your country of origin, INR as your currency and then SELECT Full Conversion in BoQ1 sheet at cell no K13 and SELECT INR at L13
   b) In case you are a foreign bidder :- SELECT your country of origin other than INDIA and SELECT your currency other than INR and then SELECT Partial Conversion in BoQ1 sheet at cell no K13 and SELECT currency other than INR at L13 The currency should be same as selected in Welcome-Information Sheet.
   c) After completing step 1(a) & 1(b), all bidder (both Foreign & Domestic) are required to confirm their status in Welcome Information Sheet at cell no.G3. After ascertaining their status as complied at cell no.G3 for Equipment1, the bidders are required to fill price bid sheet and MARC Sheet(MARC shall be quoted only in INR)
   d) Bidder’s evaluation will be calculated by the system during price bid opening.

Price quoted by all the Bidders for supply of equipment and spares and consumables for warranty period, shall remain firm during the contract period.

All the column need to be filled as per the requirement of the format i.e. in percentage or absolute value.
Evaluation shall be done by the system during price bid opening by considering the Total price quoted by Bidders for supply of Equipment along with warranty spares & consumables plus price quoted by the bidder for spares and consumables beyond warranty period / MARC price on Net Present value basis [NPV].

Discounting Factor for Net Present value basis [NPV] shall be considered @ 10.00 % Per Annum (P.A).

All the column need 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 Input Tax Credit then the Lowest Bidder (L-1) status shall be decided by deducting the value of CGST & SGST / IGST and cess related to GST (if any), to the extent of set off allowed to MCL (depending upon the nature / category of item) for Domestic bidder. However, if Bidder has opted for Composition scheme to deposit GST under Section 10 of GST Act, 2017 INPUT TAX CREDIT will not be available to MCL, hence the GST will not be loaded / deducted while determining the L-1 Status. In case Bidder is exempted from GST Registration under GST ACT, 2017, GST will not be loaded / deducted while determining the L-1 Status, however applicable GST shall be paid by MCL & MCL will avail Input Tax Credit.

In case of Foreign bidders / Domestic Bidder for imported items quoted on FOB basis, IGST paid during import shall be deducted from the Landed value to decide the L1 Status.

In case of Successful bidders if at the time of supply it is found that Input Tax Credit available to MCL on this account is less than the Input Tax Credit Amount per unit declared in the BOQ / Price Bid, the differential amount between the two shall be deducted from the bill of supplier while making payment to them.

Bidders having GST Registration Certificate are required to select the bidder's category as “GST Registered Bidders” and also indicate their GST Registration number on the designated cells of the BOQ and shall have to upload GST Registration Certificate as mentioned in the confirmatory documents (clause no. 9 iv C1).

If the Bidder is unregistered i.e. exempted from GST registration, they have to select the bidder's category as “GST Unregistered Bidders” and also indicate “NOT APPLICABLE” in the space of GST Registration number in the BOQ and shall have to upload GST Exemption documents i.e. certificate from Practicing Chartered Accountant / Cost & Management Accountant / Company Secretary that Bidder is fulfilling all the conditions prescribed in GST Act, 2017 to make him exempt from registration as mentioned in the confirmatory documents (clause no. 9 iv C 1).

If bidder has opted for composition scheme under sec 10 of GST ACT 2017, they have to select the bidder's category as “Composition Scheme” and indicate their Registration number in the designated cells of the BOQ. Bidder shall have to upload certificate from Practicing Chartered Accountant / Cost & Management Accountant / Company Secretary confirming that Bidder is
eligible to opt the scheme and has fulfilled all the conditions as mentioned in notification in this regard. In addition bidder has to upload the Registration Certificate, as mentioned in the confirmatory documents (clause no. 9 e C 1)

**Delivery is to be effected on door delivery basis for domestic bidder, thus bidder will have to arrange the prescribed e-way bill at their end. In case of foreign bidder / domestic bidder (Imported items quoted on FOB basis) & GST unregistered bidders, MCL will arrange e-Way Bill.**

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 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.

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 in the Price Bid (in BoQ1 sheet) during on-line bid submission

In both the case either Domestic Bidder or Foreign bidder the L1 status shall be decided on the basis of landed rate in INR as computed by the system based on the predefined business logic and the input given by the bidder w.r.t. currency and sector (in case of Foreign bidder). The type of foreign currency and their conversion rate shall be as per Clause no 18 of NIT.

The landed price will be calculated automatically by the system in the Excel Sheet. Thereafter, the bidder will upload the same Excel file during bid submission in **cover-II (i.e. Price Bid / BOQ)**. The Price-bid will be in Item-wise Rate BOQ format and the bidder may quote for any or all the tendered items and the **L-1 status 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.

**Special Note to Departmental Users: In case evaluation of tender is to be done on composite basis, (i.e. on total cost basis to the company for all the items) provision for the same to be specifically incorporated in the NIT by Tender issuing Authority**
10. All bids are to be submitted on-line on the website [https://coalindiatenders.nic.in](https://coalindiatenders.nic.in) No bid shall be accepted off-line.

11. Modification and Withdrawal of Bid:

   a. Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as he may wish before the deadline of submission of tender.
   
   b. No bid can be modified after the deadline for submission of bids.
   
   c. Bidders may withdraw their bids online within the last date and time of bid submission and their EMD will be refunded automatically after the opening of Part I tender.
   
   d. No bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity offered by the Bidder. Withdrawal of a bid during this interval may result in the forfeiture of Bidder’s Earnest Money.
   
   e. If the bidder withdrawing his bid is other than L1, the tender process shall go on.
   
   f. If the bidder withdrawing his bid is L-1 bidder, then re-tender will be done for the items in which this bidder was L1.

12. Bid Validity: The validity period of the tenders shall be 180 (one hundred eighty) 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 No.</th>
<th>Item Description</th>
<th>Qty</th>
<th>Depot</th>
<th>Destination Point (Place of materials)</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Procurement of 03 Nos of Diesel powered, self-propelled, crawler mounted dozer having capacity not less than 410 HP including erection, commissioning and performance testing, [03 Nos :NCD].</td>
<td>03 Nos [NCD]</td>
<td>Depot Officer, Regional Stores, Lingaraj Area,</td>
<td>Depot Officer, Regional Stores, Lingaraj Area, P.O.: Deulbera Colliery, Talcher Dist. Angul-759 102 (Orissa) Rly Stn. : Talcher (Eco Rly) TIN: 21461301922 CST: DLC 1494 Dt.03.04.1998 Allocation: Lingaraj OCP[02 Nos NCD]</td>
</tr>
</tbody>
</table>
MCL’s GST Registration no. 21AABCM5188P1Z3

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 freight, insurance, packing & forwarding and applicable taxes and duties as per the requirement of BOQ (BoQ1 Sheet) i.e. in percentage or absolute value.

The rate quoted by the bidder shall be exclusive of CGST & SGST or IGST, GST (Compensation to state) cess and it should be strictly as per the format of BOQ. Item wise each element of cost shall be indicated in respective column specifically provided for that. Item wise rate of CGST & SGST or IGST, GST (Compensation to state) cess, applicable at the time of bidding, shall be indicated by the bidder in respective column of the BOQ. If the bidder is exempted or opted for composition scheme, under GST Act 2017, no tax under GST shall be charged by him.

The evaluation of tender shall be done based on cost to company basis. The cost to company shall be ascertained by reducing the total value (including taxes and duties) quoted by the bidder by the amount of CGST & SGST or IGST, GST (Compensation to state) cess eligible for input tax credit. The L1 shall be decided based on cost to company ascertained in the manner detailed above.

In BOQ for deciding L1 status, in case of unregistered bidders under GST act and bidders who opted for composition scheme, the rate of GST will be taken as zero. However if the bidder is an unregistered bidder i.e. (exempt from registration under GST) causing MCL liable to deposit tax under reverse charges, the CGST & SGST, as applicable and payable by MCL under reverse charge, shall be added separately to cost while ascertaining the landed price.

In case MCL is eligible for Input Tax Credit, the amount of CGST & SGST or IGST, GST (Compensation to state) cess will be deducted from the landed cost for evaluation of tender and for deciding 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: (- GST, C&F charges, Insurance Premium, exchange rate, IGST rate to be confirmed before incorporation in NIT)

<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>
</tbody>
</table>
| 4     | Marine Insurance from Load Port to Ultimate Consignee. | a) Insurance premium on C&F @ 0.0260%, i.e. 3 X 0.000260  
|       |                | b) GST on the Insurance premium on C&F @ 18% i.e) 3 X 0.000260 X 18 %  
|       |                | c) Insurance premium on C&F @ 0.0260% + GST on the Insurance premium on C&F @ 18% ( i.e. (4a + 4b) or 3 x 0.00030680) |
| 5     | Indian Agency Commission i.e. % of FOB (If Applicable) | 1 X @ ..%  |
| 6     | GST on Indian Agency Commission % | 5 X @ ..%  |
| 7     | CIF Price in Foreign Currency | (3 + 4c + 5 + 6) |
| 8     | Assessable Value | 7X1.01 |
| 9     | Effective Custom duty for @ 37.88 % of Assessable Value | 8 X @ 37.88%  
|       |                | (Effective Custom duty = Basic Duty + Educational Cess + IGST + Cess if any on IGST)  
|       |                | Basic Custom Duty is considered @ 7.5%  |

Note: (i) if the bidder submits the bid under NCD with Basic customs Duty rate which is other than the standard rate[7.5%] of Basic customs duty under any FTA’s/DTAA’s ,preferential trade agreements,CEPA etc.,the bidder shall submit documentary evidence along with relevant commercial information regarding rate of Basic Customs Duty adopted(under NIT clause no
9.e.C.4.)
(ii) Effective custom duty shall vary under NCD requirement if bidder submit offer with basic duty other than standard custom duty as detailed in point (i) above.

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<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>FOR destination price</td>
<td>(11) X exchange rate (ruling on date of tender opening)</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) / State Bank of India or directly from banks on the date of opening of bid.

In case of Foreign bidders / Domestic Bidder for imported items quoted on FOB basis, IGST paid during import shall be deducted from the Landed value to decide 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:** The Tax Invoice raised by the supplier must be in compliance of relevant GST acts, rules & notifications made thereunder and should bear the MCL’s GST Registration no. 21AABCM5188P1Z3. The rate and amount of CGST, SGST, IGST and GST (Compensation to state) cess, related to supply of goods, shall be shown separately in tax invoice for each item of supply. In case the bidder has opted for composition levy, the Bill of supply shall be raised by him in compliance of relevant GST Acts, rules & notifications made thereunder.

If MCL fails to claim Input Tax Credit (ITC) on eligible Inputs and capital Goods or the ITC claimed is disallowed due to failure on the part of supplier of goods and services in incorporating the tax invoice issued to MCL in its relevant return of GST, (i.e. payment of CGST & SGST or IGST shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever), the applicable taxes & cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier.

Statutory variation: if there is any statutory change in CGST & SGST or IGST within contractual delivery period, the same shall be admissible and will be paid at actual based on the documentary evidence. However, no upward revision in the same beyond original delivery period shall be admissible.
GST on Liquidated Damages deducted against supplies and EMD / Security Deposit / Performance Guarantee forfeited against tenders / supplies shall be borne by bidder / supplier.

15. **Delivery Schedule:**

For Domestic Bidder: For item sl no 01[NCD] : To supply all the three Machines within 90 days from the date of receipt of Supply Order on FOR destination basis.

For Item Sl no 02[PCD]: To supply Nos of Machines within days from date of issue of PCD registration certificate. In case there is no import content in the Equipment, delivery period of days shall be considered from the date of receipt of supply order.

For Foreign Bidder[NCD]: (In case of direct import) – For item sl no 01 : To supply all the three Machines within 90 days from the date of issue of Letter of Credit on FOB basis.

For Item Sl no 02[PCD]: To supply Nos of Machines within days from the date of issue of Letter of Credit on FOB basis.

Note: 1. 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.

2. The bidder should also indicate the following information, in their offer for equipment with Project Concessional Duty (PCD) only:
   
   e) Estimated CIF value of the Imported content, if any, both in Indian Rupee and in the specified foreign currency on date of opening of the tender.
   f) Rate of Customs Duty, IGST and any other cess/duty as applicable on assessable value (CIF plus landing charges etc.) of Imported component taken for computation of the prices.
   c) Rate of Exchange taken for computation of the prices.

In case of order for equipment under PCD on Indigenous manufactures, delivery period will be counted from the date of project registration with customs authority. However in case of direct import, delivery shall not be linked with issue of PCD certificate.

3. L-1 Bidder shall be required to submit detailed list of imported items (Imported content), if any, both in Indian Rupee and in the specified foreign currency in case of PCD requirement within 30 days from the date of receipt of supply order to avail Project Concessional Duty (PCD). In case, L-1 Bidder fails to submit list of imported items within the above stipulated period i.e. within 30 days from the date of supply order, delay in supplies of Machine shall be treated in the Bidder’s account.
16. **Guarantee/Warranty:** 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 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 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:

   l. 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.

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 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 be not less than 75% (seventy five per cent) for a period of 12 months from the accepted date of commissioning.

g. Special Guarantees

The following guarantee will apply for the different components

i) Body chassis & differential - 10,000 W/hours or 1000 calendar days (whichever is earlier).

ii) Complete engine system - 30 months or 7500 W/hours (whichever is earlier)

iii) Transmission Assy. - 24 months or 6000 W/hrs. (whichever is earlier).

iv). Final Drive(excluding sprocket) and steering system - 24 months or 6000 W/hours (whichever is earlier).

v) Undercarriage parts consisting of track chains, rollers, idlers and sprocket teeth - 24 months or 4500 W/hours (whichever is earlier).

In case of any guarantee failure intimated reasonably in time to the bidder, the replacement or repair job (as per guarantee settlement) must be completed within 21 days at site by the bidder at no cost to the purchaser.

17. 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.

18. Currencies of Bid: The Indian bidder must quote their unit rates in Indian Rupees only and the Foreign Bidders should quote their rates ONLY in any of the following currencies.

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

19. 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.

20. Opening of Bid: The Techno-commercial bid (i.e. Cover I) will be decrypted and opened on-line, on the pre-scheduled date and time by the Bid Openers with their Digital Signature Certificate (DSC). Upon opening of bids, LOB, GTE, TPS and all other documents uploaded by the eligible bidders except BOQ i.e price bid [Cover II] shall get opened.

In case the Tender Committee finds that there is some deficiency in uploaded documents by the bidders 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 allowing 10 days (10 x 24 hours) time for online re-submission by the bidders. The bidders will get this information on their personalized dash board under “Upload confirmatory/shortfall document” link. Additionally,
information shall also be sent by system generated email and SMS, but it will be the bidder’s responsibility to check the updated status/information on their personalized dash board regularly after opening of 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 all those specified documents in support of the information/declarations furnished by them online within the specified period of 10 days. If the bidder fails to submit the specified document/s in 10 (Ten) days, 10 more days (10 x 24 hours) may be given by Evaluator clearly indicating the omissions / shortcomings in the uploaded documents and indicating start date and end date for submission/uploading of such document/s.

The techno-commercial acceptability of all the bidders shall be evaluated and after evaluation, the date of opening of the price bid shall be fixed. As soon as the date and time of opening price bids of the techno-commercially acceptable bidders are set in the portal, system will send SMS & e-mail alert to the eligible bidders. Details of techno-commercially acceptable bidders will be entered into the system along with date and time for price bid opening and reverse auction. System generated e-mails/ SMS alerts will then be sent to qualified bidders intimating date and time for price bid opening and reverse auction.

21. **Price bid Opening Cum Reverse Auction.**

   a) On the due date and time price bids of techno-commercially acceptable bidders will be opened, system will display only the L-1 price which will be the start bid price for conducting reverse auction and e-reverse auction will be carried out (tentatively) on the same day of e-price bid opening.

   On initiating the process of opening the price bid, the system will allow for Auto Financial opening, and upon clicking the button , the Auction BOQ will be created with the L1-rate of each item as “Auction Start Price in INR”. This Auction BOQ sheet will be filled up and uploaded by Tender Inviting Authority. In case of Global Tenders this Auction BOQ sheet will be uploaded with an intimation of the Exchange rate considered by TIA. The system will not disclose the name of the L-1 bidder to anybody prior to the completion of Reverse auction process.

   Reverse Auction will be initiated tentatively within two hours after opening of e-price bids i.e. COVER-II. The schedule of e-price bid opening/Reverse Auction shall be intimated to the eligible bidders by the system through SMS & e-mail alert.

   After opening of Price-bid (in case of tender having estimated value less than 01 Crore) / after completion of reverse auction (in case of tender cum auction, for tenders having estimated value 1 crore and above), L-1 bidder will be considered eligible for award of Contract.

   **Note:**

   - Submission of forged documents if any by the bidder shall be dealt as per extant guidelines of the Purchase Manual.

   - In case none of the bidder complies the technical requirement, then re-tender will be done (with the same or different quantity, as per the instant requirement).

   - It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned in clause no.9 (e) - Confirmatory Documents.
22. General guidelines and Process Flow for Tender cum Auction:

General guidelines and Process Flow for Tender cum Auction, if applicable are as under:-

i. The Reverse Auction Process (RAP) in Tender(s) is applicable for estimated value of tender equal to or more than Rs.1.00 Crore, invited by MCL.

ii. Reverse Auction will be initiated after opening of price bids, as specified by Tender Inviting Authority (TIA) as detailed above.

iii. There will be no participation fees for e-Reverse auction.

iv. Upon opening of the price bids, a reverse auction platform will be created, displaying only the itemwise L1 price received. No indication will be available in the portal to anybody regarding number of bids and names of the bidders.

v. L-1 Landed price/cost to the company will be the start bid price for tenders for Goods. The BOQ has been designed taken into consideration Input Tax credit, GST set off, as applicable, so that it is reflected in the landed price.

vi. Item-wise H-1 bid will be eliminated during price bid opening if more than three techno-commercially acceptable bids are available and those bidders will not be able to participate in the Reverse Auction for that item, for which they have quoted H-1 Landed Cost. If two bidders have quoted the same H-1 landed cost, the bidder who submitted/frozen the bid later, shall be rejected and will not be able to participate in Reverse auction.

vii. The L1 price/start bid price is Landed / cost to the company price on which the auction will be initiated. At the end of reverse auction, the L1 bidder shall upload break-up of price online through confirmatory link, in the same structure as per their original price bid and they will not be allowed to increase the initial quoted rate of any component. The composite price may be either equal to the price offered in reverse auction or less. While giving breakup, the bidder will have to consider the same rate of taxes and duties as quoted while submitting the e-Price bid. In case the L-1 bidder fails to submit the breakup of landed price within stipulated period or increase the initial quoted rate of any component, MCL shall be at liberty to place order on the basis of Price breakup calculated based on the e-price bid submitted by the bidder along with the initial offer and same shall be binding on the bidder.

viii. The decrement value will be 0.5% of the start bid price rounded off to the nearest Rupee with minimum of Rs.1/-, as the system does not have a provision of taking amounts less than Rs.1/- as decrement value. The reduction shall have to be made as per decrement value or in multiple thereof. The maximum seal percentage in one go shall be fixed as 2% over and
above the normal decrement of 0.5% i.e. 2.5% of start bid price or the last quoted price during reverse auction, whichever is lower.

ix. Initial period of reverse auction will be two hours (Start date & time of auction shall be intimated online after opening of Price Bid). There will be auto extensions of time every time by 30 (thirty) minutes in case of any reduction recorded in the last 30 (thirty) minutes. The reverse auction will come to a close only when there is no further reduction recorded in the last 30 (thirty) minutes slot.

x. System protects bid and bidder information till auction gets over and displays current L1 price to the bidder in auction hall.

xi. System provides bidder details along with bid documents at the end of reverse auction process.

xii. The log details of the entire reverse auction process will be generated by the system once the process of reverse auction is completed.

xiii. If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the price bid shall be considered as the valid price of that bidder. The status of the bidder (L1, L2 etc) shall be evaluated considering either the bid price submitted in Reverse auction or the Price quoted in the price bid, whichever is lower.

xiv. Since, reverse auction is a sequel to e-tender, the process of finalizing the tender upon completion of reverse auction will be same as the tender process without reverse auction.

xv. MCL will provide the calculation sheet (e.g.: EXCEL sheet) which will help to arrive at “Total Cost to MCL” by the vendor, like packing & forwarding charges, Taxes and duties, freight charges, Insurance, Service tax for services etc, to enable them to fill-in the price and keep it ready for keying in during the Reverse auction.

xvi. The bid history shall reflect only the landed price. The landed price shall also not be same for two bidders even if any bidder makes such an attempt.

xvii. Only the chronologically last bid submitted by the bidder till the end of the auction shall be considered as the valid price bid of that bidder. Any bid submitted earlier by the bidder prior to submission of his last bid will not be considered as the valid price bid.

xviii. Purchase Preference: In case BEC provides for Purchase Preference as per Govt. Policy, as may be notified time to time to any category of bidders, and if any of the short listed bidders are eligible for such purchase preference in terms of policy, such bidders would get opportunity to match the L-1 prices concluded after reverse auction, if their final prices in reverse auction fall within the permitted %.

xix. Conversion Rate: while evaluating the bids, the exchange rate prevailing on the price bid opening date, shall be fed to the system by the Tender Inviting Authority during opening of the price bid for conversion of foreign currency into Indian rupee based on the prevailing Exchange rate as available in the website of Reserve Bank of India (www.rbi.org.in) / State Bank of India or directly from banks on the date of opening of bid.

xx. Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned.
xxi. On expiry of the closing of the auction, the bid history showing all the last valid bids offered along with name of the bidders shall be published. All bidders shall have the facility to see and get a print of the same for their record.

xxii. All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder and acceptance of the same by MCL will form a binding contract between MCL and the bidder for entering into a contract.

xxiii. Input Tax Credit will be considered for determining the status of the bidders

xxiv. Conditional discounts shall not be considered. If a bidder offers a discount unilaterally after submission of bid, the discount shall not be considered for evaluation of offers but shall be availed if order is placed on such tenderer.

xxv. If the lowest price received during reverse auction is unreasonable or it is unacceptable on ground of being too high or too low compared with estimated price, the management reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable, management may not accept such bid and go for another tender process.

xxvi. In case of disruption of service at the service provider’s end while the RAP is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be the ‘Start Bid’ price for the restarted RAP. The prices quoted in the prematurely ended RAP will be binding on all the bidders for consideration, if the restarted RAP does not trigger within the stipulated time.

Disruption and restarting of RAP shall be intimated to all the bidders through system/SMS/e-mail through e procurement portal. All the time stipulations of normal RAP will be applicable to the restarted RAP.

23 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.mahanadicoal.in

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

24. 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. [subject to compliance of Govt Guidelines ruling on the date of Bid Opening Date].

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.

25. 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 CIL 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.

26. 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).

27. 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.

28.**Performance Guarantee:** The successful tenderer will be required to deposit Performance Guarantee equivalent to 10% of the value of the awarded contract for ordered item, 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.

In case the bidder does not have the above After Sales Service Support facilities in India, the bidder will have to submit an undertaking along with their offer that in the event of placement of order on them, they will establish the above facilities in India within the completion period of warranty of the first equipment commissioned. In such case, the bidder shall have to provide PBG for 30% of the contract value.

PBG of 30% value of contract shall be released after establishment of after sales service support facilities in India as detailed above and submission of fresh performance Bank guarantee equivalent to 10% of the contract value.

**NOTE:** (Only for Information to bidders) Applicable for Clause No. 27 Security Deposit & Clause No. 28 Performance Guarantee

a) The bank guarantees issued by the issuing bank on behalf of contractor, supplier, customer in favour of Mahanadi Coalfields Limited shall be in paper form as well as Structured Financial Messaging System (SFMS).

b) MCL has chosen State Bank of India and ICICI Bank to act advising/beneficiary bank of MCL. The bank issuing the guarantee can chose either of these banks to send confirmation through
c) The details of beneficiary (i.e. MCL) for issue of bank guarantee in SFMS platform is as furnished as below.

A. State Bank of India as advising bank of MCL

<table>
<thead>
<tr>
<th>1. Name and details of the Beneficiary</th>
<th>i. Name</th>
<th>Mahanadi Coalfields Limited</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>ii. Area</td>
<td>MCL HQ Sambalpur</td>
</tr>
<tr>
<td></td>
<td>iii. Name of Bank</td>
<td>State Bank of India</td>
</tr>
<tr>
<td></td>
<td>iv. Bank Account No.</td>
<td>010659453016</td>
</tr>
<tr>
<td></td>
<td>v. Department</td>
<td>MM Department, MCL HQ</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Beneficiary’s Advising Bank, Branch and Address for Confirmation of BGs through SFMS</th>
<th>i. Name of Bank</th>
<th>State Bank of India</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>ii. Bank Branch Name</td>
<td>MCL Complex, Burla</td>
</tr>
<tr>
<td></td>
<td>iii. Branch Code</td>
<td>07749</td>
</tr>
<tr>
<td></td>
<td>iv. Beneficiary Bank Branch IFSC</td>
<td>SBIN0007749</td>
</tr>
<tr>
<td></td>
<td>v. Beneficiary Bank Address</td>
<td>MCL Complex, Jagriti Vihar, Burla, Sambalpur-768020</td>
</tr>
</tbody>
</table>

B. ICICI Bank as advising bank of MCL

<table>
<thead>
<tr>
<th>1. Name and details of the Beneficiary</th>
<th>i. Name</th>
<th>Mahanadi Coalfields Limited</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>ii. Area</td>
<td>MCL HQ Sambalpur</td>
</tr>
<tr>
<td></td>
<td>iii. Name of Bank</td>
<td>ICICI Bank</td>
</tr>
<tr>
<td></td>
<td>iv. Bank Account No.</td>
<td>019405003862</td>
</tr>
<tr>
<td></td>
<td>v. Department</td>
<td>MM, HQ</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Beneficiary’s Advising Bank, Branch and Address for Confirmation of BGs through SFMS</th>
<th>i. Name of Bank</th>
<th>ICICI Bank</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>ii. Bank Branch Name</td>
<td>Sambalpur</td>
</tr>
<tr>
<td></td>
<td>iii. Branch Code</td>
<td>0194</td>
</tr>
<tr>
<td></td>
<td>iv. Beneficiary Bank Branch IFSC</td>
<td>ICIC0000194</td>
</tr>
<tr>
<td></td>
<td>v. Beneficiary Bank Address</td>
<td>Paradise Chamber, Infront of Jagannath Temple, Budharaja, Sambalpur -768004</td>
</tr>
</tbody>
</table>

The applicant’s bank transmitting the Bank Guarantee through SFMS needs to mention the following details for Beneficiary Bank.

<table>
<thead>
<tr>
<th>SFMS Field</th>
<th>Details</th>
</tr>
</thead>
</table>


d) The Supplier / Contractor/ Customers are required to take note of it that above particulars are to be incorporated by the issuing bank properly while issuing the Bank Guarantee under SFMS mode to avoid any future problem in accepting the BGs.

e) The Guarantor (BG issuing bank) shall send information about issuance of this Guarantee through SFMS gateway to the State Bank of India, MCL Complex Burla (IFSC-SBIN0007749) or ICICI Bank, Ainthapalli, Sambalpur (IFSC-ICIC00000194), as the case may be, to aid in the process of confirmation of Bank Guarantee.

f) The Guarantor (BG issuing bank) shall also send information about issuance of this Guarantee to its local operating branch at Sambalpur to aid in the process of confirmation as well as claim for encashment of Bank Guarantee.

g) The Original Bank Guarantee issued by the outstation bank shall be sent by the Issuing Bank to the Concerned Department of Head Quarters of Mahanadi Coalfields Limited at Sambalpur by Speed Post /Registered Post (AD)

29. Inspection Clause:

**Pre-despatch Inspection:** Pre-despatch inspection at any stage before dispatch of materials at supplier’s premises shall be carried out by the following authorities: -

1) HEMM’s Manufacturing plant nearby Bangalore-Chief Manager (Excavation)/EED Bangalore under intimation to General Manager(Excavation),CIL Hq,

2) HEMM’s Manufacturing plant nearby Kolkata –Authorized representative of General Manager (Excavation),CIL Hq,

3) HEMM’s manufacturing plant other than above mentioned places- Authorized representative of General manager(Excavation)/HoD ,MCL

In case the materials are rejected on first inspection, all charges, boarding, lodging, TA, inspection fee etc. for subsequent inspection shall be borne by the supplier.
**Final inspection:** 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.

**30. Payment Terms:**

**A. Indian Bidders**

**A.1. Payment terms (For Indigenous materials) for Equipment**

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 along with all requisite / relevant documents 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 GST shall be made against production of GST invoice. If MCL fails to claim Input Tax Credit (ITC) on eligible Inputs or the ITC claimed is disallowed due to failure on the part of supplier of goods and services, the applicable taxes & duties paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier.

**B. Indian Bidders (For Imported materials)[Quoting in INR]**

**B.1. Payment terms (For imported materials) for Equipment.**

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 along with all requisite / relevant documents 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.

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 alongwith 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

C.1. Payment terms for Equipment

80% payment of FOB Price (less Indian Agency Commission, if any), shall be made against presentation of shipment documents through irrevocable Letter or Credit to be established in favour of the supplier subject to receipt & acceptance of Performance 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 – 01 Original & 02 copies
b) Shipping Specification – 01 Original & 02 copies
c) Full set of Bill of Lading – 01 Original & 02 copies
d) Certificate of Quality – 01 Original & 02 copies
e) Packing List – 01 Original & 02 copies
f) Certificate of country of origin – 01 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 – 01 Original & 02 copies
i) Lowest price certificate - 01 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.

j) The following documents shall be uploaded along with the offer by the bidder in case of contract with foreign principals involving Indian Agents:

i. Foreign principal’s pro-forma invoice or any other authentic document indicating the commission payable to the Indian Agent, nature of after sales service to be rendered by the Indian Agent and the precise relationship between the Principal and the Agent and their mutual interest.

ii. Copy of the agency agreement if any with the foreign principal stating the precise relationship between them and their mutual interest in the business.
iii. In case the tendered items fall under the restricted list of current Import-export Policy of Government of India, A copy of the enlistment of the Indian Agent with Director General of Supplies and Disposal, New Delhi, under compulsory registration scheme of Ministry of Finance need to be submitted along with the Cover-I of the offer.

However, if all the details given in Para-(i) are complied with, the requirement of submission of document mentioned at Para – (ii) may be waived.

**Note to all bidders:** If MCL fails to claim Input Tax Credit (ITC) on eligible Inputs and capital Goods or the ITC claimed is disallowed due to failure on the part of supplier of goods and services in incorporating the tax invoice issued to MCL in its relevant return of GST, (i.e. payment of CGST & SGST or IGST shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever), the applicable taxes & cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier.

31. **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.

32. **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.

33. **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”.

34. **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.

35. **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.

   a) The successful bidder will advise, in the event of his having to resort to this clause, by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the causes of the delay, within fifteen days of the occurrence and cession of such force majeure conditions. In the event of delay lasting out of force majeure, MCL will reserve the right to cancel the contract, and provisions governing termination of contract as stated in the bid documents will apply.

   b) For delay arising out of Force majeure, the bidder will not claim the extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither MCL nor the bidder shall be liable to pay extra cost provided it is mutually established that the force majeure conditions did actually exist.

   c) If any of the force majeure conditions exist in the place of operation of bidder even in the time of submission of bid, he will categorically specify them in his bid, and state whether they have been taken in to consideration in their quotation.

36. **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 certified by their auditor /C.F.O.

37. **e-Way Bill (After its implementation)**: e-Way Bill required in connection with supply of goods shall be arranged by the supplier/ MCL as per the provisions of GST Act ruling on the date of supply.

38. 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.
39. 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.

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

41. 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.

42. 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.

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

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

44. **Integrity Pact:**

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

Note: 1. Tender Value upto Rs. 5.00 Crores, only one IEM will be applicable
   2. Tender Value above Rs. 5.00 Crores, two IEM will be applicable

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

   **General Manager (MM / HOD)**

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**Encl:**

<table>
<thead>
<tr>
<th>Annexure</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>“A”</td>
<td>General Terms and Conditions of Supply of Stores</td>
</tr>
<tr>
<td>“B”</td>
<td>Format of Letter of Bid</td>
</tr>
<tr>
<td>“C”</td>
<td>Format for Authorisation to DSC holder Bidding Online by the person who has signed Letter of Bid</td>
</tr>
<tr>
<td>“D”</td>
<td>Format of bank guarantee for Security Guarantee</td>
</tr>
<tr>
<td>“E”</td>
<td>Format of bank guarantee for Performance Guarantee</td>
</tr>
<tr>
<td>“F”</td>
<td>Mandate form for Electronic Fund Transfer/Internet Banking payment</td>
</tr>
<tr>
<td>“G”</td>
<td>Issue &amp; Utilization Procedure of e-Way Bill</td>
</tr>
<tr>
<td>“H”</td>
<td>Integrity Pact</td>
</tr>
<tr>
<td>“I”</td>
<td>Special terms and conditions</td>
</tr>
</tbody>
</table>
ANNEXURE-A

MAHANADI COALFIELDS LIMITED
MATERIALS MANAGEMENT DEPARTMENT
JAGRITI VIHAR, BURLA,
SAMBALPUR - 768 020 (ORISSA)
Telephone No. 0663-2542461-70(PBX), Fax No. 0663-2542734/2542770

GENERAL TERMS AND CONDITIONS OF SUPPLY OF STORES

DEFINITION

1. 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 up to 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 moneys, 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.

13. 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

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 quantity of the stores rejected or so 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.

l) 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
ii) 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.

iii) 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 the 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 forbore 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.
Letter of Bid

To
Mahanadi Coalfields Limited,
PO Jagruiti Vihar, Burla
Sambalpur -768020,
Odisha, India

Dear Sirs,

Sub: Tender No: MCL/SBP/MMD/SEC-II/R-                      Dtd : 2017

1. Having examined the Bid Documents including Addenda/Corrigenda, if any (insert numbers), we, the undersigned, …………..Partner/Legal Attorney/Proprietor/Accredited Representative of M/s ………………….. offer to supply and deliver (description of Goods and Services) vide our offer No………………..dated …………in conformity with the said Bid Documents.

2. We confirm to accept all terms and conditions contained in the tender document unconditionally.

3. We agree to abide by this bid for a period of 180 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. We confirm that until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

5. We understand that you are not bound to accept the lowest or any bid you may receive.

6. We confirm that the contents of the offer are given after fully understanding and all information furnished by us are correct and true and complete in every respect.

7. We confirm that all information/documents/credentials submitted along with the tender are genuine, authentic, true and valid.

8. We confirm that if any information or document submitted is found to be false / incorrect, the said offer shall be considered absolutely null & void and action as deemed fit may be taken against us including termination of the contract, forfeiture of all dues including EMD/Security Deposit and Banning of our firm and all partners of the firm as per provisions of law.

Dated this_______ day of ______ 20--
Signature________________
Name ____________________
Designation______________

Duly Authorised to sign bid for and on behalf of ___________________
Note: 

1. This letter should be on the letterhead of the Bidder and should be signed by a person competent and having the Power of Attorney to bind the Bidder. It should be submitted by the Bidder with its bid alongwith Power of Attorney.

2. In case the person who has signed LOB is not bidding himself and has authorized another person to bid online on his behalf, then the further authorization on non-judicial stamp paper duly notarized (as per Annexure-C) by the person singing the LOB in favour of person bidding online, is required to be uploaded.
Annexure – C

Format for Authorisation to DSC holder Bidding Online by the person who has signed Letter of Bid

(On NON JUDICIAL STAMP PAPER)

We do hereby authorise M/s/Mr/………………………………… Address …………………………………….. for online bidding on behalf of us for the e-tenders invited by MCL on https://coalindiatenders.nic.in.

Name, Signature & Seal of the person who has signed Letter of Bid And is Authorising the DSC Holder for online bidding.

Name, Signature/ & Seal of the DSC Holder Authorised for online bidding

Signature & Seal of the PUBLIC NOTARY
ANNEXURE-D

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.

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

8. The Bank Guarantee shall also be operative at our Sambalpur Branch located at ........ (detailed address), from whom, confirmation regarding issue of this guarantee or extension / renewal thereof shall be made available on demand.

9. Any notice by way of request, demand or otherwise hereunder may be send by post / e-mail / fax addressed to the bank branch / operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

10. Whenever there is change in postal address and / or other details of this branch issued the guarantee and / or the operative branch, we ...........(the issuing bank) will ensure to intimate MCL, being the beneficiary, of such changed address, telephone number, fax number and e-mail ID.

The postal address, Telephone no., Fax No. and e-Mail address of the both the outstation Bank issuing the BG and local operative Branch are as under:-

A. Outstation Bank issuing the BG:
   1. Complete Postal Address with PIN code:
   2. Branch Code:
   3. IFSC Code:
   4. SWIFT:
   5. Telephone No.:
   6. Fax No.:
   7. E-Mail ID:

B. Local Operating Bank issuing the BG:
   1. Complete Postal Address with PIN code:
   2. Branch Code:
   3. IFSC Code:
   4. SWIFT:
   5. Telephone No.:
   6. Fax No.:
   7. E-Mail ID:

Dated ________________________ day of ______________________ for ______________________ Bank Limited

Signature of the authorized person
For and on behalf of the Bank
FORMAT OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE

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 Seller 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.
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.

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

8. The Bank Guarantee shall also be operative at our Sambalpur Branch located at ……… (detailed address), from whom, confirmation regarding issue of this guarantee or extension / renewal thereof shall be made available on demand.

9. Any notice by way of request, demand or otherwise hereunder may be send by post / e-mail / fax addressed to the bank branch / operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

10. Whenever there is change in postal address and / or other details of this branch issued the guarantee and / or the operative branch, we ……………(the issuing bank) will ensure to intimate MCL, being the beneficiary, of such changed address, telephone number, fax number and e-mail ID.

The postal address, Telephone no., Fax No. and e-mail address of the both the outstation Bank issuing the BG and local operating Branch are as under:-

A. Outstation Bank issuing the BG:
   1. Complete Postal Address with PIN code:
   2. Branch Code:
   3. IFSC Code:
   4. SWIFT:
   5. Telephone No.:
   6. Fax No.:
   7. E-Mail ID:

B. Local Operating Bank issuing the BG:
   1. Complete Postal Address with PIN code:
   2. Branch Code:
   3. IFSC Code:
   4. SWIFT:
   5. Telephone No.:
   6. Fax No.:
   7. E-Mail ID:

Dated ________________________ day of _____________ ___________ for ____________ _________________________ Bank Limited

Signature of the authorized person
For and on behalf of the Bank
ANNEXURE-F

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/INTERNET BANKING PAYMENT

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

Dear 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>
</tbody>
</table>

PIN Code Branch Code

MICR No. (9 Digits code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xeroy copy of a cheque of your bank for ensuring accuracy of the bank name. branch name and code number)

RTGS CODE

Account Type Saving Current Cash Credit

Account Number (as appearing in the Cheque Book)

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

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

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 the Second Part.

WHEREAS the 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 their 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 the 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 the 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 the 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, 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 post-contract 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 the designated Authority of BUYER/Secretary in the 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 upto 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

1.

1.

2.

2.
ANNEXURE-I

SPECIAL TERMS AND CONDITIONS

A. GENERAL INFORMATION TO BIDDERS

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>
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<tbody>
<tr>
<td>Temperature</td>
<td>Minimum 0°C</td>
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<tr>
<td></td>
<td>Maximum 50°C</td>
<td></td>
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</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.

Wind
April to September - South to South Westerly
October to March - North Westerly

| Speed               | 8 km per hr average |
|                     | 100 km per hr maximum |

Under foot
Slushy and highly abrasive.

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 it's 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 it's bid.

b. Technical Response
Bidders shall provide the information in Technical Parameter Sheet downloaded from the tender for compliance with the Purchaser's Technical Specifications as specified in NIT.

c. 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. First fill 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 6000 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:

67
(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

Following international standards are referred to in, and form part of specification:

ISO 2867: Earth moving machinery -access system
ISO 3449: Earth moving machinery-Falling objects protective structures-laboratory tests and performance requirements
ISO 3457: Earth moving machinery- Guard and shield-definition and specification
ISO 3471: Earth moving machinery-roll over protective structures- laboratory tests and performance requirements
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 throughout its life.

b. Provision of Spare Parts

The supplier shall supply all filters and O rings required for first 6000 hours of operation of each equipment. Further it is specified that the cost of these items...
for initial 6000 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 overriding priority.

d. Lifetime Spare Parts
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 it’s 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 to be 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:--
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.

c. 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 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:

   ii. 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, 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.

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 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 be not less than 75% (seventy five per cent) for a period of 12 months from the accepted date of commissioning.

g. Special Guarantees
The following guarantee will apply for the different components
i) Body chassis & differential - 10,000 hours or 1000 calendar days (whichever is earlier).
ii) Complete engine system - 30 months or 7500 hours (whichever is earlier)
iii) Transmission Assy. - 24 months or 6000 hrs. (whichever is earlier).
iv) Final Drive (excluding sprocket) and steering system - 24 months or 6000 hours (whichever is earlier).
v) Undercarriage parts consisting of track chains, rollers, idlers and sprocket teeth - 24 months or 4500 hours (whichever is earlier).

In case of any guarantee failure intimated reasonably in time to the bidder, the replacement or repair job (as per guarantee settlement) must be completed within 21 days at site by the bidder at no cost to the purchaser.

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 The L1 Bidder:
   a. The Supplier shall furnish the following information. All technical information shall be in SI units.
   b. General

1) Number of similar model supplied during the last five years.
The information shall be given in the following format.
2) Details of nearest Depot/Warehouse and Service Facility available for the present offer, in the following format.

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

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

3) Details of standard and special tools to be provided with the equipment.

4) Details of erection programmes for the bid.

c. Technical Details

1. Latest engine performance curves showing net power, net torque and specific fuel consumption of the installed engine, measured according to ISO 9249.
2. Maximum travel speed determined according to ISO 6014.
3. Drawbar pull at 1 km/h and zero speed measured according to ISO 7464.
5. Dozing production curve, showing the following:
   a. Production with offered blade at 30 m distance.
   b. Production with offered blade at 60 m distance.
6. Detailed technical descriptions of the dozer.
7. Layout drawings and detailed technical descriptions of hydraulic systems and components.
8. Details of major bought-out assemblies and sub-assemblies including manufacturer, type, etc.
9. Comprehensive commercial literature specifications, the content of which must comply with ISO 6747.
10. Operation and maintenance manuals in accordance with ISO 6750.
11. Layout showing number of fire hazard points and details of automatic fire detection and suppression system, its make, type and confirmation of approval of DGMS.

d. Dimensions, Weights and Performance Details

i. Dimensions

   a) Maximum overall length with and without blade.
   b) Maximum overall width with and without blade
c) Maximum overall height  
d) Drawbar height.

ii. **Weight**  
a) Shipping weight of individual components.  
b) Total operating weight.  
c) Operating weight excluding dozer attachment.

iii. **Engine**  
a) Manufacturer and model  
b) Number of cylinders  
c) Bore  
d) Stroke  
e) Displacement  
f) ISO net power at.........r/min  
g) Maximum torque

iv. **Transmission**  
a) Make and Model  
b) Type  
c) Number of gear speeds, forward and reverse  
d) Travel speeds, forward and reverse

v. **Torque converter**  
a) Type, Make & model  
b) Stall torque Ratio

vi. **Final Drive**  
a) Type & Make  
b) Total reduction Ratio

vii. **Steering**  
a) Type  
b) Actuating system  
c) Turning radius

viii. **Braking (service and parking)**  
1. type  
2. actuating system

ix. **Undercarriage**  
a) Undercarriage overall width  
b) Crawler track height  
c) Crawler effective length  
d) Crawler effective width  
e) Crawler shoes, total number  
f) Ground contact area  
g) Ground bearing pressure.  
h) Load rollers, diameter and nos per crawler.
i) Driving sprocket diameter.
j) Idler roller diameter
k) Centre to centre of idler roller and sprocket.

x. Hydraulic System
a) Make & model, number, flow rates, operating pressures of pumps
b) Make & model, number and rating of motors.
c) Make, model, number, piston diameter and stroke lengths of cylinders.
d) Relief valve operating pressures

xi. Electrical System
a) Starter make and model
b) Starter control make and model
c) Alternator make and model
d) Batteries, make, numbers and rating
e) Lighting details

xii. Dozer Attachment
a) Maximum digging depth
b) Ground clearance at full lift.
c) Maximum tilt adjustment
d) Maximum pitch adjustment (wherever applicable)
e) Dozer blade overall length, width and height
f) Dozer blade capacity as per ISO 9246
g) Wing length and wing angle
h) Maximum lift above ground
i) Maximum drop below ground
j) Draw bar pull at one kmph and zero kmph
This specification is intended to cover the technical requirements for the design, manufacture, testing, delivery, on-site erection and commissioning of a self-propelled, crawler dozer of not less than 410 HP.

The offered dozer shall be capable of continuous operation for protracted periods on a system of 3 shifts each of 8 hours duration per day throughout the year in hard, highly abrasive, blasted sandstone/rock having a density of 1,800 kg/m³.

The dozer shall have the following minimum range of drawbar pull, measured according to ISO 7464: a) 160 KN to 430 KN at 1km/h b) 200 KN to 640 KN at zero speed.

The engine shall be powered by a direct injection 4-stroke turbo charged diesel engine of not less than 410 HP net power measured between 1700 and 2200 r/min according to ISO 9249. The engine shall be provided with 24V electric starting, dry type 2-stage air cleaner with dust evacuator and dust level indicator and 2-stage fuel filter with water separator.

The engine shall have a water jacket cooling system, thermostatically controlled, using an engine driven water pump, with the cooling water re-circulated through a heavy duty radiator. The system shall be capable of providing sufficient cooling to allow the dozer to continuously operate at the full rated output at the maximum ambient temperature. The moving parts of the engine shall be lubricated by an engine driven oil pump, with full flow oil filtration and cooling. The engine shall be equipped with an over-speed governor and turbocharger guard. The engine shall be provided with a heavy duty removable pan guard.
The engine shall be environmental friendly, preferably electronic controlled fuel efficient having electronic monitoring system with built-in protection. In case the offered model of engine is compiled/certified for exhaust emission regulation for tier-4 or else, the bidder shall furnish the test certificate verifying the same along with engine test/performance certificate.

<table>
<thead>
<tr>
<th>Hydraulic System</th>
<th>NA</th>
<th>AGREE or DISAGREE</th>
<th>AGREE</th>
<th>AGREE</th>
<th>TRUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>The dozer shall be provided with suitable hydraulic system comprising of hydraulic pumps, cylinders, control valves etc for operating dozer blade attachment. The hydraulic system shall have option to attach and operate Ripper attachment if required at later stage without alteration in the hydraulic system.</td>
<td>NA</td>
<td>AGREE or DISAGREE</td>
<td>AGREE</td>
<td>AGREE</td>
<td>TRUE</td>
</tr>
</tbody>
</table>

Drive System

<table>
<thead>
<tr>
<th>Drive System</th>
<th>NA</th>
<th>AGREE or DISAGREE</th>
<th>AGREE</th>
<th>AGREE</th>
<th>TRUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Power transmission from the engine to the crawler drive sprocket should be through conventional means i.e. torque flow transmission, differential, final drive, steering and brakes or through any other proven means.</td>
<td>NA</td>
<td>AGREE or DISAGREE</td>
<td>AGREE</td>
<td>AGREE</td>
<td>TRUE</td>
</tr>
</tbody>
</table>

Conventional Drive System: In the case of conventional system, the following shall be provided:

<table>
<thead>
<tr>
<th>Conventional Drive System</th>
<th>NA</th>
<th>AGREE or DISAGREE</th>
<th>AGREE</th>
<th>AGREE</th>
<th>TRUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>The equipment shall be provided with off-highway suitable controlled preferably automatic Torque flow power shift hydraulic transmission consisting of single stage torque converter, planetary gear drives and hydraulically operated multiple disc type clutches equipped with suitable valves for developing a minimum of 3 forward and 3 reverse speeds. Heavy duty removable belly guard designed such that it does not allow accumulation of dirt.</td>
<td>NA</td>
<td>AGREE or DISAGREE</td>
<td>AGREE</td>
<td>AGREE</td>
<td>TRUE</td>
</tr>
</tbody>
</table>

Differential (where applicable):

<table>
<thead>
<tr>
<th>Differential</th>
<th>NA</th>
<th>AGREE or DISAGREE</th>
<th>AGREE</th>
<th>AGREE</th>
<th>TRUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heavy duty differential with high quality spiral bevel gear and pinions.</td>
<td>NA</td>
<td>AGREE or DISAGREE</td>
<td>AGREE</td>
<td>AGREE</td>
<td>TRUE</td>
</tr>
</tbody>
</table>

Final Drive: Heavy duty spur and/or planetary gear system from differential to drive axle

<table>
<thead>
<tr>
<th>Final Drive</th>
<th>NA</th>
<th>AGREE or DISAGREE</th>
<th>AGREE</th>
<th>AGREE</th>
<th>TRUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heavy duty spur and/or planetary gear system from differential to drive axle by means of hydraulically actuated oil cooled multiple disc steering clutches and brakes shall be provided. These are to be held in engagement by springs and disengaged hydraulically i.e spring applied &amp; hydraulically released. A suitable lever control preferably joy stick type shall be provided for all direction control. All hoses and piping shall be protected from damage.</td>
<td>NA</td>
<td>AGREE or DISAGREE</td>
<td>AGREE</td>
<td>AGREE</td>
<td>TRUE</td>
</tr>
<tr>
<td>Section</td>
<td>NA</td>
<td>AGREED or DISAGREED</td>
<td>AGREE</td>
<td>AGREER</td>
<td>TRUE</td>
</tr>
<tr>
<td>--------------------------</td>
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</tr>
<tr>
<td><strong>Brake system</strong></td>
<td>NA</td>
<td>AGREED or DISAGREED</td>
<td>AGREE</td>
<td>AGREER</td>
<td>TRUE</td>
</tr>
<tr>
<td>Isolating reliable service, secondary and parking brakes which comply with ISO 10265 shall be provided.</td>
<td>NA</td>
<td>AGREED or DISAGREED</td>
<td>AGREE</td>
<td>AGREER</td>
<td>TRUE</td>
</tr>
<tr>
<td><strong>Undercarriage</strong></td>
<td>NA</td>
<td>AGREED or DISAGREED</td>
<td>AGREE</td>
<td>AGREER</td>
<td>TRUE</td>
</tr>
<tr>
<td>The undercarriage shall be heavy duty rugged design suitably suspended with oscillating type equalizer bar and pivot shaft to reduce shock loads transmitted to the dozer.</td>
<td>NA</td>
<td>AGREED or DISAGREED</td>
<td>AGREE</td>
<td>AGREER</td>
<td>TRUE</td>
</tr>
<tr>
<td>Track frames and load rollers shall be of sufficient strength to withstand the high loads which may occur due to uneven ground conditions. They shall be of welded construction and stress relieved as required.</td>
<td>NA</td>
<td>AGREED or DISAGREED</td>
<td>AGREE</td>
<td>AGREER</td>
<td>TRUE</td>
</tr>
<tr>
<td>The sprocket should preferably be a segmented bolt-on type, preferably lifetime lubricated idler and rollers, a reliable track tensioning arrangement should be provided. Extreme service single grousers shoes of not less than 560 mm width shall also be provided.</td>
<td>NA</td>
<td>AGREED or DISAGREED</td>
<td>AGREE</td>
<td>AGREER</td>
<td>TRUE</td>
</tr>
<tr>
<td><strong>Dozer Attachment</strong></td>
<td>NA</td>
<td>AGREED or DISAGREED</td>
<td>AGREE</td>
<td>AGREER</td>
<td>TRUE</td>
</tr>
<tr>
<td>The dozer shall be fitted with hydraulically controlled straight attachment with single tilt cylinder and semi-U dozer blade of volumetric capacity not less than 13.0 cu m in accordance with ISO 9246. The dozer blade shall be heavy duty type with steel wear plates and heavy duty end bits. Heavy duty hardened steel wear resistant cutting edges which comply with ISO 7128 shall be provided.</td>
<td>NA</td>
<td>AGREED or DISAGREED</td>
<td>AGREE</td>
<td>AGREER</td>
<td>TRUE</td>
</tr>
<tr>
<td><strong>Fuel Tank</strong></td>
<td>NA</td>
<td>AGREED or DISAGREED</td>
<td>AGREE</td>
<td>AGREER</td>
<td>TRUE</td>
</tr>
<tr>
<td>The fuel tank shall be of sufficient capacity to allow 16 hours operation without re-fuelling and be provided with a level indicator and a lockable hinged cap. Construction of the tank should be such that it provides for easy accumulation and drainage of water with minimum loss of fuel. The fuel tank shall be provided with anti-pilferage device.</td>
<td>NA</td>
<td>AGREED or DISAGREED</td>
<td>AGREE</td>
<td>AGREER</td>
<td>TRUE</td>
</tr>
<tr>
<td><strong>Operator’s Cab</strong></td>
<td>NA</td>
<td>AGREED or DISAGREED</td>
<td>AGREE</td>
<td>AGREER</td>
<td>TRUE</td>
</tr>
<tr>
<td>A fully insulated, sound suppressed operator’s cab with safety glass, rear-view mirror, windshield wipers and operator’s seat belt shall be provided. The operator’s seat shall be a fully adjustable bucket type with foam rubber cushion and best quality upholstery. Heavy duty rubber floor mats and a cooling fan shall be provided. All doors, windows and vents shall be dust and weather proof seals. Both a ROPS &amp; FOPS which comply with ISO 3471 &amp; ISO 3449 respectively shall be provided. The Operator’s Cabin shall be fully Air Conditioned.</td>
<td>NA</td>
<td>AGREED or DISAGREED</td>
<td>AGREE</td>
<td>AGREER</td>
<td>TRUE</td>
</tr>
</tbody>
</table>
All operating controls, monitoring and working signals shall be conveniently located within easy reach of the operator and comply with ISO 6405-1, ISO 6405-2 and ISO 7095. Non-slip type walkways which comply with ISO 2867 shall be provided for access.

### Hoses/Piping
- Fire/heat resistant hydraulic hoses in the system of reputed make shall be provided, of adequate pressure rating compatible to the system pressure and shall be grouped as far as possible and suitable clamped wherever necessary to take care of surge/impulse and to reduce damage from scuffing.

### Gauges and Indicators
- The following shall be provided as a minimum: a. Coolant temperature, b. Engine oil pressure, c. Torque Converter oil temperature and pressure (where applicable), d. Fuel capacity gauge, e. Engine tachometer, f. Service/hour meter

### Warning Alarms/Lights
- Audio/visual warning alarm systems shall be provided for the following: a. Coolant level & temperature, b. Engine oil pressure, c. Converter oil temperature (where applicable), d. Front warning horn, e. Audio visual Reversing alarm (DGMS approved)

### Electrical Equipment
- The dozer shall be provided with the following: a. 24V DC electrical system with suitably rated alternator of reputable make, b. Electric starting motor of adequate rating, c. Reputed make high capacity maintenance free batteries, d. Battery isolation switch, e. All sleeves/ducts for cable/ wire shall be fire/ heat resistant. All electrical circuits shall be protected by adequately rated fuses which shall be easily accessible for maintenance.

### Lighting
- Adequate lighting shall be provided for safe nightshift operation. The lighting system should include the following: a. 4 (ns) Headlights, b. 2 nos. Rear working lights, c. 4 nos. ROPS mounted working lights, 2 front, 2 rear, d. Cabin Dome light. Headlights and rear lights shall be fitted in steel protective enclosures and shall be identical in type.

### Guards and Shields
- NA

<table>
<thead>
<tr>
<th>Control Type</th>
<th>Agreement</th>
<th>NA Agreement</th>
<th>Agree</th>
<th>Agree</th>
<th>Agree</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>All operating controls</td>
<td>NA</td>
<td>Agree</td>
<td>Agree</td>
<td>Agree</td>
<td>Agree</td>
<td>TRUE</td>
</tr>
<tr>
<td>Monitoring and working signals</td>
<td>NA</td>
<td>Agree</td>
<td>Agree</td>
<td>Agree</td>
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</tr>
<tr>
<td>Hoses/Piping</td>
<td>NA</td>
<td>Agree</td>
<td>Agree</td>
<td>Agree</td>
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</tr>
<tr>
<td>Gauges and Indicators</td>
<td>NA</td>
<td>Agree</td>
<td>Agree</td>
<td>Agree</td>
<td>Agree</td>
<td>TRUE</td>
</tr>
<tr>
<td>Warning Alarms/Lights</td>
<td>NA</td>
<td>Agree</td>
<td>Agree</td>
<td>Agree</td>
<td>Agree</td>
<td>TRUE</td>
</tr>
<tr>
<td>Electrical Equipment</td>
<td>NA</td>
<td>Agree</td>
<td>Agree</td>
<td>Agree</td>
<td>Agree</td>
<td>TRUE</td>
</tr>
<tr>
<td>Lighting</td>
<td>NA</td>
<td>Agree</td>
<td>Agree</td>
<td>Agree</td>
<td>Agree</td>
<td>TRUE</td>
</tr>
<tr>
<td>Guards and Shields</td>
<td>NA</td>
<td>Agree</td>
<td>Agree</td>
<td>Agree</td>
<td>Agree</td>
<td>TRUE</td>
</tr>
<tr>
<td>Adequate guards and shields which comply with ISO 3457 shall be provided throughout the dozer.</td>
<td>NA</td>
<td>AGREE or DISAGREE</td>
<td>AGREE</td>
<td>AGREE</td>
<td>TRUE</td>
<td></td>
</tr>
<tr>
<td>Fire Extinguisher</td>
<td>NA</td>
<td>AGREE or DISAGREE</td>
<td>AGREE</td>
<td>AGREE</td>
<td>TRUE</td>
<td></td>
</tr>
<tr>
<td>one fire extinguisher shall be provided on the dozer, suitably mounted in a heavy duty bracket for ease of removal. The extinguisher shall be dry powder (cartridge type) with a minimum capacity of 5 kg and shall comply with Indian Standard IS : 2171. It should be DGMS approved.</td>
<td>NA</td>
<td>AGREE or DISAGREE</td>
<td>AGREE</td>
<td>AGREE</td>
<td>TRUE</td>
<td></td>
</tr>
<tr>
<td>Fire suppression system</td>
<td>NA</td>
<td>AGREE or DISAGREE</td>
<td>AGREE</td>
<td>AGREE</td>
<td>TRUE</td>
<td></td>
</tr>
<tr>
<td>Automatic fire detection and suppression system of a standard proven and reputed make is to be provided to cover all fire hazard points. The system type and make should be DGMS approved.</td>
<td>NA</td>
<td>AGREE or DISAGREE</td>
<td>AGREE</td>
<td>AGREE</td>
<td>TRUE</td>
<td></td>
</tr>
<tr>
<td>Lubrication System</td>
<td>NA</td>
<td>AGREE or DISAGREE</td>
<td>AGREE</td>
<td>AGREE</td>
<td>TRUE</td>
<td></td>
</tr>
<tr>
<td>A centralised automatic lubrication system of positive pressure type should be provided with warning alarms for identification of failed points.</td>
<td>NA</td>
<td>AGREE or DISAGREE</td>
<td>AGREE</td>
<td>AGREE</td>
<td>TRUE</td>
<td></td>
</tr>
<tr>
<td>Safety features against accidental fire</td>
<td>NA</td>
<td>AGREE or DISAGREE</td>
<td>AGREE</td>
<td>AGREE</td>
<td>TRUE</td>
<td></td>
</tr>
<tr>
<td>1. Turbo charger guard 2. Baffle plate to separate hot zone from cold zone 3. Fire / heat resistant/retarder hydraulic hoses in place of ordinary hoses to decrease the chance of fire. All sleeves and conduits where cable /wire are passed shall be fire/ heat resistant.</td>
<td>NA</td>
<td>AGREE or DISAGREE</td>
<td>AGREE</td>
<td>AGREE</td>
<td>TRUE</td>
<td></td>
</tr>
<tr>
<td>Ancillary Equipment And Other Requirements</td>
<td>NA</td>
<td>AGREE or DISAGREE</td>
<td>AGREE</td>
<td>AGREE</td>
<td>TRUE</td>
<td></td>
</tr>
<tr>
<td>The following shall be provided with the dozer: a) 02(two) sets of cutting edges &amp; end bits including nut, bolts etc. b) Front pull hook., c) Rear mounted rigid draw bar.</td>
<td>NA</td>
<td>AGREE or DISAGREE</td>
<td>AGREE</td>
<td>AGREE</td>
<td>TRUE</td>
<td></td>
</tr>
<tr>
<td>Information to be provided as per sl.no. D &amp; E of special terms and conditions (Annexure-I of NIT) and List of all filters and O rings required for first 6000 hours of operation and Technical Brochure of the offered Machine.</td>
<td>NA</td>
<td>AGREE or DISAGREE</td>
<td>AGREE</td>
<td>AGREE</td>
<td>TRUE</td>
<td></td>
</tr>
</tbody>
</table>
### Tender Inviting Authority

General Manager (MM / HOD)

### Tender Ref. No.

**Name of Work:**

Procurement of 03 Nos of Diesel powered, self-propelled, crawler mounted dozer having capacity not less than 410 HP including erection, commissioning and performance testing (03 Nos: NCD).

### Tender Inviting Authority Details

- **Tender Inviting Authority:** General Manager (MM / HOD)
- **Name of Work:** Procurement of 03 Nos of Diesel powered, self-propelled, crawler mounted dozer having capacity not less than 410 HP including erection, commissioning and performance testing (03 Nos: NCD)

### Basic Information From Bidders

#### COUNTRY OF ORIGIN

- **SELECT**

#### SECTOR

- **SELECT COUNTRY**

#### PORT OF DELIVERY

- **Shah**

#### CURRENCY OF BID

- **Select_Origin**

### PRICE SCHEDULE

(This RQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

<table>
<thead>
<tr>
<th>No.</th>
<th>Sl. No</th>
<th>Item Description</th>
<th>Item Code</th>
<th>Quantity</th>
<th>Units</th>
<th>INS CODE</th>
<th>Quoted Currency</th>
<th>UNIT BASIC RATE (For Indian Bidders) OR UNIT FOR RATE (For Foreign Bidders)</th>
<th>Discount if any (In %)</th>
<th>Discount Amount (In INR/Foreign Currency)</th>
<th>Indian Agency Commission, If applicable, (Extra on FOB)</th>
<th>FOR FOREIGN BIDDERS (In %)</th>
<th>Packing &amp; Forwarding Charges (Attracts GST) (In INR)</th>
<th>Freight Charges (Attracts GST) (In INR)</th>
<th>Transit Insurance (Attracts GST) (In INR)</th>
<th>Other Charges, if any (Attracts GST) (In INR)</th>
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<td>1</td>
<td>Procurement of 03 Nos of Diesel powered, self-propelled, crawler mounted dozer having capacity not less than 410 HP including erection, commissioning and performance testing (03 Nos: NCD)</td>
<td>item1</td>
<td>3.0000</td>
<td>Nos</td>
<td>INR</td>
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The table above includes the following columns:

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- **Item Description**
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- **UNIT BASIC RATE (For Indian Bidders) OR UNIT FOR RATE (For Foreign Bidders)**
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<tr>
<th>Type of GST</th>
<th>Rate of GST</th>
<th>GST Amount (In INR)</th>
<th>Cess on GST Amount (if Applicable)</th>
<th>Cess on GST Amount (In INR)</th>
<th>Rate before Deducting Input Tax Credit (Landed Rate) (In INR)</th>
<th>Rate after Deducting Input Tax Credit for deciding L1 Status (In INR)</th>
<th>Input Tax Credit (In INR)</th>
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<tr>
<td>SELECT</td>
<td>1.00%</td>
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**Basic Information NOT Completed**

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<td>Procurement of 03 Nos of Diesel powered, self-propelled, crawler mounted dozer having capacity not less than 410 HP including erection, commissioning and performance testing (03 Nos: NCD)</td>
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**Tender Ref. No:**

**COUNTRY OF ORIGIN**

**SELECT COUNTRY**

**SECTOR**

**SELECT**

**PORT OF DELIVERY**

**Bidder's Category w.r.t. GST**

**YES**

**CURRENCY OF BID**

**Select_Origin**

**PRICE SCHEDULE**

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