NOTICE FOR PRE NIT MEET

A Pre NIT meeting is scheduled on 27-Nov-17 at 11:00 AM in the Conference Hall, MCL HQ, Sambalpur for procuring following items

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Brief Description of Item proposed to be tendered</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>100 mtrs throw capacity ground mounted Fog Cannon</td>
</tr>
<tr>
<td>02</td>
<td>200 mtrs throw capacity ground mounted Fog Cannon</td>
</tr>
</tbody>
</table>

The complete draft NIT for the pre NIT meet is available at: http://www.mahanadicoal.in/ and https://coalindiatenders.gov.in.

Prospective bidders may download the same and attend the Pre-NIT meeting on the scheduled date. Bidders unable to attend the Pre-NIT meeting may submit their feedback online.

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

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

Contact Person: Mr. K. S. Vedmurthy, Chief Manager (MM), Mobile: 9438877324
Mr. R. Vijay Krishnan, Dy. Manager (MM), Mobile: 9438877590

Chief Manager (MM)
Office of the General Manager (MM)  
At/Po: Jagruti Vihar, Burla  
Dist: Sambalpur, Odisha - 768020  
Ph: +91 663 2542521  
Fax: +91 663 2542734  
Email: cgm-mm.mcl@nic.in  
www.mahanadicoal.in

NIT No.: MCL/SBP/MMD/SEC-I/Pre-NIT/Fog Cannon/  

Date:

e-TENDER/TENDER CUM AUCTION NOTICE  
(For Procurement of Consumables & others: DOMESTIC 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>Design, Supply, Installation &amp; Commissioning of 100 mtrs throw capacity ground mounted Fog Cannon to be used at Railways Sidings for suppression of coal dust along with 05 year AMC after 01 year warranty period. Qty: 04 Nos.</td>
<td>80,00,000/-</td>
<td>1,60,000/-</td>
<td>150</td>
</tr>
</tbody>
</table>

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

2. Time Schedule of Tender:

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

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 up to 17.00 Hrs  
  - Date of opening of Tender at 11.00 Hrs  
If any of the above extended dates falls on Holiday i.e. a non-working day as defined in the e-Procurement 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.

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] (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>

Instruction to the bidders: Although the system allows for the uploading of bids till the closing date and 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.

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” as enclosed in the NIT at Annexure-A shall form an integral part of the NIT and will also form a part of the Supply Orders placed against this tender.

6. **Clarification of Bid**: The bidder may seek clarification online within the specified period. The identity of the Bidder will not be disclosed by the system. The department will clarify as far as possible the relevant queries of bidders. The clarifications given by department will be visible to all the bidders intending to participate in that tender. The clarifications may be asked from the day of e-Publication of NIT. The period for seeking clarification by bidder will be up to 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.

7. **Eligibility Criteria**:
   A. **Basic Eligibility**: The bidder should be any of the followings:
      a. Indian Manufacturer of the tendered items.
      OR
      b. Indian Selling Agent/Dealer/Distributor authorized by the Indian Manufacturer of the tendered items, if the manufacturer does not quote directly as a matter of policy.
      OR
      c. Indian Selling Agent/Dealer/Distributor authorized by the Foreign Manufacturer of the tendered items.

   **Note**:
   i. In a tender, either the authorised Selling Agent / Dealer / Distributor on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
   ii. One manufacturer can authorize only one selling agent / Dealer / Distributor against the same item in one tender.
   iii. If an authorised Selling Agent / Dealer / Distributor submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

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

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

   B. **Provenness Criteria**: Any one of the following conditions should be satisfied for provenness:
   (i) The tendered item or items of higher specification must have been supplied in the past to any Government/Public Sector Undertakings (Indigenous or Global) or any Private Industry (Indigenous or Global), against two different Firm supply orders consisting not less than 33% (cumulative) of tendered quantity. The age of orders uploaded shall be maximum 7 (seven) years from the date of opening of tender for the purpose of determination of provenness of the Product offered by a bidder.

   Please note that the orders should not be older than seven (07) years from the date of opening of tender. Uploaded orders older than 7 years from the date of opening of tender shall be ignored.

   **(NOTE: Similar equipments with higher throw distance)**

   AND

   Either, having satisfactory performance report from the user for a period of not less than 06 (six) months

   OR

   The bidder will be required to furnish a self-certificate to the following extent:
“The items covered in the supply order/s submitted against this Tender have been fully executed without any complaint on account of performance of the products supplied and have completed satisfactory performance of minimum 06 months. No warranty claim as regards to such suppliers is/are pending as on the last date of submission of Bid”

ii. The tendered items to be offered by the bidder should be ISI marked

OR

iii. The bidder should currently hold Rate Contract with CIL or its Subsidiaries for supply of the tendered items to be offered by the bidder.

OR

iv. The bidder should currently hold Rate Contract with DGS&D for supply of the tendered items to be offered by the bidder.

OR

v. The bidder should have valid DGMS approval for the tendered items to be offered by the bidder. In case DGMS approval is indicated elsewhere in the NIT then in such case DGMS approval shall be considered as a mandatory document.

OR

vi. The bidder should be the Proven Ancillary unit of MCL for the tendered items to be offered by the bidder.

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

Confirmation in the form of Yes/No, regarding compliance to any one of the provenness criteria mentioned at Sl. No. (i) to (vi) above and possessing the corresponding supporting documents as given in the NIT at Clause - 9(e).

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 regarding possessing of GST Registration certificate or Exemption document or Composition scheme documents for GST.

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

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

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

E. 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.

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

8. Technical Specification Parameters: The materials to be offered by the bidder must conform to the Technical Parameter Sheet [TPS] uploaded along with this NIT.
<table>
<thead>
<tr>
<th>Item Code</th>
<th>Description of Item</th>
<th>Specification Parameter</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Design, Supply, Installation &amp; Commissioning of 100 mtrs throw capacity ground mounted Fog Cannon to be used at Railways Sidings for suppression of coal dust along with 05 year AMC after 01 year warranty period.</td>
<td>Design, Supply, Installation &amp; Commissioning of 100 mtrs throw capacity ground mounted Fog Cannon to be used at Railways Sidings for suppression of coal dust along with 05 year AMC after 01 year warranty period.</td>
</tr>
</tbody>
</table>

Basic Technical Parameters of Fog Cannon:

- **Throw distance**: 100 mtrs in still wind condition
- **Fan capacity (KW)**: bidder to specify
- **Pump capacity (KW)**: bidder to specify
- **Water use (Liters/Mint.)**: bidder to specify
- **Water pressure (Bar)**: bidder to specify
- **No. of nozzle**: bidder to specify
- **Droplet size (micron)**: bidder to specify
- **Pitching (vertical)**: bidder to specify
- **Rotation (horizontal)**: +/- 90 degree
- **Control**: Wireless Remote control with PLC
- **Power supply**: 3 Phase, 415 V AC, 50 Hz
- **Protection against dry run of pump**, Fog cannon will use mine water for fog / mist generation. Hence nozzle shall be designed in such a way that it does not choke frequently.
- **Water filter should be supplied such that it converts mine water to clear water for fog generation.**
Stainless steel reusable filter / strainer of proper mesh should be provided in the system at the inlet of the pump.

Pressure gauge, water filter, electric control panel and required accessories shall also be provided.

Any other components, accessories, safety features, not specifically mentioned in this specification, but essential for safe trouble free performance of the fog cannon is deemed to been included in this specification.

Service Back up: The supplier shall have the proper service back up system so that system could be attended in case of any breakdown and rectified within 24 hours during warranty and AMC period.

The vendor is required to arrange for all the Civil and allied jobs including foundation required for installation and commissioning of the Fog Cannon. However laying of water pipes and power supply upto Fog Cannon will be arranged by MCL.

The availability percentage of the fog cannon will be assessed over a period of 12 calendar months assuming the following formula.
\[ A = \text{Availability hours} = 365 \text{ Days} \times 24 \text{ hours} = 8760 \text{ hours} \]
\[ D = \text{Down time in Hours} = \text{Breakdown Hours} + \text{Maintenance Hours} \]
\[ \% \text{ Availability} = \frac{(A-D)\times100}{A} \]

The availability percentage shall not be less than 90.14 % over the first 12 months period of operation. For every percent fall in availability below 90.14 %, 1% of the full cost of fog cannon will be deducted as penalty. In case fall in % availability exceeds 10%, the fog cannon will be rejected out rightly and supplier has to refund the full amount.

Payment terms: - 80% of the cost of the fog cannon with accessories will be released within 21 Days after supply of the fog cannon along with its accessories. Balance 20% payment will be released after successful commissioning of the fog cannon.

Bank Guarantee: - Apart from the Bank Guarantee during the warranty period as per standard purchase NIT, entire period of comprehensive AMC should be covered by Bank Guarantee equivalent of 10% of the cost of equipments.

Comprehensive AMC

1) Under comprehensive AMC, the bidder is required to maintain the fog cannon for a period of 05 years after the 01 year warranty period. During the comprehensive AMC period, the bidder is required to replace any failed components of the fog cannon within 24 hours from intimation of the failure. The Comprehensive Annual Maintenance Contract of fog cannon includes checking, repair, Servicing, maintenance after completion of warranty period of individual fog cannon supplied and commissioned at different projects / siding of MCL.

2) The CONTRACTOR shall deploy specially trained technical staff (excluding leave, sick and absenteeism). The supplier shall ensure that the technical personnel posted for this purpose make adequate visits to the fog cannon for preventive maintenance.
3) The AMC rates is inclusive of all travel and other expenses of the persons deployed by the supplier and are included in the rate of AMC, and no extra payment shall be made on this account.

4) The Environment Officer or his authorized representative of the Area under which the fog cannon is in operation shall be the Engineer–in-Charge for execution of this CAMC.

5) Payment during CAMC period will be made on quarterly basis within 21 days from the date of submission of bills.

6) The AMC charges shall be paid on certification of Engineer-in-Charge of MCL. The penalty during every six months, if any, shall be recovered from the bill before releasing the payment.

7) The paying authority of the premiums of CAMC charges shall be the Area Finance Manager of the Area under which the fog cannon are in operation. The bills shall be submitted to the Engineer–in-charge for processing.

8) The contractor shall keep the sufficient inventory of spares of fog cannon to restrict down time of the fog cannon.

9) During the CAMC period, PENALTY shall be imposed by the COMPANY on the CONTRACTOR in case the fog cannon remains under breakdown/shut down for more than 12 days in six months A. The penalty shall be calculated on half yearly basis as detailed below.

\[
\frac{(\text{No. of Breakdown days} - 18) \times \text{Contract charges per Annum}}{365}
\]

Where:

No. of Breakdown days = (No of Breakdown hours) / 24

B. For availability between 90.14% to 80.14% , a penalty shall be calculated as per above formula (clause 9.A of comprehensive AMC).

C. For availability below 80.14%, the CAMC will be terminated and security deposit comprising of performance guarantee and retention money and additional performance security, if any at the disposal of the employer will be forfeited and further alternate arrangement for maintenance of the fog cannon will be made at the supplier's cost and risk.

10) In case the fog cannon remains under breakdown for more than 3 days at a stretch, the Company may get the same repaired by other agencies and the cost incurred for the same on actual plus 10% handling charges shall be deducted from the Contractor’s bill.
11. a) THE CONTRACTOR shall be liable for the implementation of the provision of contract labour regulation and abolition acts and rules thereof, payment of wages act and payment of wages act (mines) rules, Minimum wages act and the rules thereof and any other legislation which are obligatory for the CONTRACTOR towards his employees during the currency of the CONTRACT.

b) The contractor should ensure that his service crew observes all the prevailing safety norms while working.

c) THAT the CONTRACTOR shall provide full medical treatment / compensation to his staff and labour in case of accident on duty. The COMPANY shall have no responsibility whatsoever of / towards staff / labour deployed by the CONTRACTOR.

12) No manner the COMPANY is liable to the CONTRACTOR or any member of his staff or any other person or to Government or other bodies for injuries or death caused as a result of accidents either within or outside the working areas including siding and fog cannon in the course of work. The CONTRACTOR shall be responsible for such contingencies and make good all claims for compensation claimed by his labour or staff or as decided by appropriate authorized tribunal or other component agencies and discharge as the case may be, all liabilities under the workmen’s compensation act and any other relevant laws of the land. The CONTRACTOR shall also indemnify the COMPANY disburse all the sums that may be awarded in respect of claims for the compensation arising out of or consequent to any staff or labour working under him or any other involved persons pursuant to the provisions of the workmen’s compensation act (VIII of 1923 and 1933) or any subsequent modification or amendment to the act thereof of any other enactment of law in force at the relevant time. All costs incurred in connection with any such claim should be made good by the CONTRACTOR and the COMPANY reserves the right to pay in the first instance the amount of compensation as is payable under the said act and to recover the amount so paid from the CONTRACTOR. The CONTRACTOR agrees to make payment of such amount paid by the COMPANY immediately on demand failing which the amount so paid will be realized from the bills for the purpose.

13) The CONTRACTOR shall submit service reports jointly signed by the servicing personnel and Engineer-in-charge or his authorized person of the Area to the office of the CGM / GM of the Area for his record on monthly basis for all the fog cannon covered under this CONTRACT

14) Force Majeure Failure: Only in case of natural calamities like flood, fire not attributable to lack of repair/service, earth quake, theft & vandalism etc, the Company may bear the cost of repairs and a detailed joint report shall be prepared within 2 working days, detailing the events leading to the breakdown of the fog cannon and jointly signed by the Contractor and the Engineer-in-Charge.
14) The Comprehensive Annual Maintenance Contract of fog cannon shall be commenced from the next day of completion of warranty period of fog cannon.

15) In case of any dispute, the matter shall be referred to the General Manager (E&M), MCL HQ, whose decision shall be final and binding on the Company and the Contractor.

16) At the time of the installation, the Name, Phone No. and address of the Service personal shall be furnished by the contractor.

17) The COMPANY reserves the right to CANCEL, TERMINATE/REDUCE the period of AMC by giving ONE MONTH’S NOTICE in case of UNSATISFACTORY PERFORMANCE/ BREACH OF THE TERMS & CONDITIONS of this agreement, without prejudice to its rights as may have accrued.

18) All items supplied by the bidder as per scope of supply will come under the purview of the Comprehensive AMC.

19) The contractor will have to hand over the fog cannon in running condition at the end of the CAMC period.

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) 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.

   b. The bidders have to accept unconditionally the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Commercial & General Terms & Conditions, along with on-line undertaking in support of the authenticity of the declarations - regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be accepted.

   c. Letter of Bid: The format of Letter of Bid (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 bid in the bidder. Scanned copy of such a “Signed & Stamped with the seal of the company” LOB along with “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.


**d. 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>Sl No.</th>
<th>Category of Bidder</th>
<th>Scanned copy of documents to be uploaded by all the bidders in support of Basic Eligibility Criteria</th>
</tr>
</thead>
</table>
| A      | Indian Manufacturers | Any one of the following documents *(attested by Public Notary)* :  
  a. Factory license/Manufacturing license  
  b. NSIC registration certificate.  
  c. DGS&D registration certificate  
  d. SSI/DIC registration certificate  
  e. Valid ISO Certificate.  
  f. Valid BIS license/certificate  
  g. Valid DGMS approval  
  h. Micro / Small Enterprises [MSE] Registration certificate for being 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 |
| B      | Indian selling agents/dealers/distributors authorized by Indian manufacturer | i. Specific authorization from their principal manufacturer to quote against this tender *(attested by Notary Public)*  
  ii. Any one of the following documents of the principal manufacturer *(attested by Public Notary)* :  
  a. Factory license/Manufacturing license  
  b. NSIC registration certificate.  
  c. DGS&D registration certificate  
  d. SSI/DIC registration certificate  
  e. Valid ISO Certificate.  
  f. Valid BIS license/certificate  
  g. Valid DGMS approval  
  h. Micro / Small Enterprises [MSE] Registration certificate for being 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 |
| C      | Indian selling agents/dealers/distributors authorized by Foreign manufacturer | i. Specific authorization from their principal manufacturer to quote against this tender *(attested by Notary Public)*  
  ii. Any one of the following documents of the principal manufacturer *(attested by Public Notary)* : |
a. Manufacturing License/Certificate  
b. Valid ISO Certificate  
c. Any statutory document confirming the "Manufacturer" status of the Principal Manufacturer

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

B. Provenness Criteria [Ref. Clause No.7(B) of NIT]: Any one of the following specified documents depending on the alternative provenness criteria selected by bidders:

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Alternative Provenness Criteria</th>
<th>Scanned copy of documents to be uploaded by all the bidders in support of Provenness Criteria</th>
</tr>
</thead>
</table>
| I     | The tendered item or items of higher specification must have been supplied in the past to any Government/Public Sector Undertakings (Indigenous or Global) or any Private Industry (Indigenous or Global), against two different supply orders (Firm) consisting not less than 33%(cumulative) of tendered quantity. The age of orders uploaded shall be maximum 7 (seven) years from the date of opening of tender for the purpose of determination of provenness of the Product offered by a bidder. Please note that the orders should not be older than seven (07) years from the date of opening of tender. Uploaded orders older than 7 years from the date of opening of tender shall be ignored. **AND** Either, having satisfactory performance report from the user for a period of not less than 06 (six) months **OR** The bidder will be required to furnish a self-certificate to the following extent: "The items covered in the supply order/s submitted against this Tender have been fully executed without any complaint on account of performance of the products supplied and have completed satisfactory performance of minimum 06 months. No warranty claim as regards to such supplies is/are pending as on the last date of submission of Bid" | Both the following documents (a) and b(i) or b(ii)  
a. Complete Set of two different Supply orders(Firm) copies for the tendered item or items of higher specification consisting not less than 33%(cumulative) of tendered quantity. The age of orders uploaded shall be maximum 7 (seven) years from the date of opening of tender for the purpose of determination of provenness of the Product offered by a bidder. Please note that the orders should not be older than seven (07) years from the date of opening of tender. Uploaded orders older than 7 years from the date of opening of tender shall be ignored. (attested by Public Notary)  
**AND**  
b. Any of the following:  
b. (i)Satisfactory performance report from the users for a period of not less than 06 months (attested by Public Notary).  
**OR**  
b.(ii)The bidder will be required to furnish a self-certificate to the following extent: "The items covered in the supply order/s submitted against this Tender have been fully executed without any complaint on account of performance of the products supplied and have completed satisfactory performance of minimum 06 months. No warranty claim as regards to such supplies is/are pending as on the last date of submission of Bid" |
| II    | The tendered items to be offered by the bidder should be ISI marked                                                              | BIS Marking License/Certificate of the manufacturer for the quoted items (attested by Public Notary)                                                      |
| III   | The bidder should currently hold Rate Contract with CIL or its Subsidiaries for supply of the tendered items to be offered by the bidder.       | Valid Rate Contract as issued by CIL/any other subsidiary of CIL for the quoted items (attested by Public Notary)                                      |
| IV    | The bidder should currently hold Rate Contract with DGS&D for supply of the tendered items to be offered by the bidder.                | Valid Rate Contract as issued by DGS&D for the quoted items (attested by Public Notary)                                                                   |
| V     | The bidder should have valid DGMS approval for the tendered items to be offered by the bidder.                                 | Valid DGMS Approval for the quoted items (attested by Public Notary)                                                                                      |
| VI    | The bidder should be the Proven Ancillary unit of MCL for the tendered items to be offered by the                             | Proven ancillary Certificate issued by MCL for the quoted items (attested by Public Notary)                                                              |
C. Other Eligibility Criteria: All the following specified documents:

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Other Eligibility Criteria</th>
<th>Scanned copy of documents to be uploaded by all the bidders in support of Other Eligibility Criteria</th>
</tr>
</thead>
</table>
| 1.     | 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 for 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) |
| 2.     | Permanent Account Number (Ref. Clause No.7(D) of NIT)                                        | PAN Card issued by Income Tax department, Govt. of India (attested by Public Notary)                                                                                                                                                                             |
| 3.     | Digital Signature Certificate (DSC) (Ref. Clause No.9(a) of NIT)                               | If the bidder himself is the DSC holder bidding on-line then no document is required. However, if the DSC holder is bidding online on behalf of the bidder the Power of Attorney or authorization as mentioned at Clause no. 9 i.e. Annexure-C is required. (attested by Public Notary)         |
| 4.     | Banned or De-Listed Suppliers Certificate (Ref. Clause No.7(E) of NIT) (1) A self declaration that the bidder has been / has not been banned or de-listed by any Government or quasi-Government agencies or PSUs. (2) If a bidder has been banned then, in addition to the declaration regarding banning, the bidder has to upload a copy of banning or de-listing letter issued by concerned Government or quasi-Government agencies or PSUs to the bidder. (attested by Public Notary) |                                                                                                                                                                                                      |
| 5.     | Any other document to support the qualification information as submitted by the bidder on-line (attested by Public Notary) |                                                                                                                                                                                                      |

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

<table>
<thead>
<tr>
<th>Item Sl.No</th>
<th>Technical Specification Parameter</th>
<th>Notary Attested scanned copy of documents to be uploaded by all the bidders in support of Technical Specification Parameters</th>
</tr>
</thead>
</table>
| 1          | Please refer TPS                  | 1. Leaflet/ brochure of fog cannon containing the details of fan, pump, water use, water pressure, no. of nozzle, droplet size, pitching angle etc. to be furnished by bidder.  
2. The bidder should indicated the basic technical parameters of the offered items asked to be specified in the Technical Parameter Sheet(TPS). |

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

g. **Price bid:** The Price Bid/BOQ is to be filled up as per the requirement i.e. in terms of percentage or in absolute value as indicated in BOQ.

The calculation part shall remain protected and bidder cannot enter any data in these columns. However, the bidder can view these columns to check their final figure of their bid.

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 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 iv C 1)

Delivery is to be effected on door delivery basis thus bidder will have to arrange the prescribed e-way bill at their end. In case of GST unregistered bidders, MCL will arrange e-Way Bill.

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.
10. All bids are to be submitted on-line on the website 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 bid.
   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: Prices quoted must be FIRM till delivery; otherwise the offer will be rejected. OR

However, in some specific cases price variation clause may be indicated in the N.I.T.

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

<table>
<thead>
<tr>
<th>Item Sl. No.</th>
<th>Item Description</th>
<th>Qty</th>
<th>Details of Consignee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item 1</td>
<td>Design, Supply, Installation &amp; Commissioning of 100 mtrs throw capacity ground mounted Fog Cannon to be used at Railways Sidings for suppression of coal dust along with 05 year AMC after 01 year warranty period.</td>
<td>04 Nos.</td>
<td>Depot Officer, Regional Store, MCL, Jagannath Area PO: Balanda, Talcher, Dt. Angul-759116 Nr. Rly. Stn. Talcher Allocation: Bhubaneswari OCP</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/UT-GST or IGST, GST (Compensation to state) cess eligible for input tax credit. The L1 shall be decided based on cost to company ascertained in 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.

**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:** The Delivery period shall be as follows:

The Delivery period for supply of fog/ mist cannon shall be within 150 Days from the date of receipt of order and one month for commissioning.

Date of receipt shall be reckoned as the date on which the scanned copy of the order is uploaded in the website or seven days from the date of order, whichever is earlier.

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

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

The bidder shall be fully responsible for the manufacturer’s warranty in respect of proper design, Quality, Workmanship of the materials for which these are intended for. Accordingly the firm shall furnish Guarantee/Warranty along with the bill for satisfactory performance of the ordered materials for a period of 18 months from the date of receipt and acceptance of materials at ultimate destination or 12 months from the date of issue/commissioning whichever is earlier. Any Defective material shall be replaced by the firm within 30 days of intimation from the consignee without any extra cost to MCL. All cases of warranty replacement will be decided on the basis of Joint inspection of the failed item, held between the user and the Manufacturer’s representative.

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 and Payment: The unit rates shall be quoted by the Bidder entirely in Indian Rupees only.

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 bid (i.e. Cover I & Cover II) 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, BOQ and all other documents uploaded by the eligible bidders shall get opened. There will be two systems of tender evaluation, one is normal tender evaluation (for tenders having estimated value less than INR 1 Crore) & other mode of evaluation shall be based on tender cum auction (for tenders having estimated value INR 1 crore and above).

a) **Tender (having estimated value less than INR 1 Crore):** After opening of bid, comparative statement showing the status of bidders shall be generated.

b) **Tender-cum-auction (having estimated value INR 1 crore and above):** After opening of bid, the system will show lowest F.O.R. Destination rate. The auction (reverse) shall be created for the tender, after opening of price bid.

21. Tender / Tender-cum-auction evaluation

a) 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), the documents submitted by L-1 bidder in cover I as enlisted in the NIT will be downloaded by the Evaluator. The uploaded documents will be examine against information / declarations furnished by the L1 bidder online. If it confirms to all of the information / declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered eligible for award of Contract.

b) In case some deficiency is found in the uploaded documents by L1 bidder 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 L1 bidder. The L-1 bidder 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 L1 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.

c) The tender will be evaluated on the basis of documents uploaded by L-1 bidder online. The L-1 bidder is not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.

d) If the techno-commercially acceptability of L1 bidder is established upon verification of uploaded documents & shortfall documents (if any), the case shall be considered for award of Contract to eligible L1 bidder. If the L1 bidder happens to be defaulter upon verification, the documents of the next lowest bidder shall be downloaded for evaluation and short fall documents shall be obtained if required (as detailed earlier). This process shall continue sequentially till techno-commercially acceptable L1 bidder is established.

e) The following penalties shall be imposed on defaulting bidders:

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Situation</th>
<th>Penal Provisions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>L-1 bidder is a defaulter for part of items for which he is L-1</td>
<td>50% of EMD amount or Rs. 1.00 Lakh whichever, is lower shall be forfeited. In case the defaulter is an EMD exempted bidder, he will be asked to deposit the equivalent amount within seven days of notice otherwise he will be disqualified in the subsequent tender for the item he participated.</td>
</tr>
<tr>
<td>2</td>
<td>L-1 bidder is a defaulter for all items for which he is L-1</td>
<td>100% of EMD amount or Rs. 1.00 Lakh whichever, is lower shall be forfeited. In case the defaulter is an EMD exempted bidder, he will be asked to deposit the equivalent amount within seven days of notice otherwise he will be disqualified in the subsequent tender for the item he participated.</td>
</tr>
<tr>
<td>3</td>
<td>L-1 bidder happens to be a defaulter in 2 tenders issued by the same procurement entity within a span of one year</td>
<td>100% of EMD amount of 2nd tender shall be forfeited. In case the defaulter is an EMD exempted bidder, he will be asked to deposit the equivalent amount within seven days of notice otherwise he will be disqualified in any of the tenders he participates for a period of one year.</td>
</tr>
</tbody>
</table>

Note:
❖ The zone of applicability of penal provision shall be MCL only.

❖ The penal provisions shall be squarely applicable to all those firms whose documents are examined on account of treating them as L-1 successively. For OEMs, the debarring action shall not be applicable for their spares.

❖ The submission of forged documents if any by the bidder shall be dealt as per extant guidelines of the Purchase Manual.

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

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

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

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

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

e) L1 Landed price/cost to the company will be the start bid price for tenders 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.

f) 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 have to submit break up of prices conforming to the lowest landed rate quoted by him in the reverse auction.

g) After reverse auction is completed the successful 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 L1 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.

h) 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.

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

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

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

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

n) 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.

o) 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.

p) 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.

q) 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.

r) Purchase Preference in case BEC (Bidder Evaluation Criteria) 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 %.

s) Conversion Rate: while evaluating the bids, the rate quoted in foreign currency 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.

t) 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.

u) 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.

v) 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.

w) Input Tax Credit will be considered for determining the status of the bidders

x) 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.

y) 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.
20

z) 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. **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.

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

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

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

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

**Note:** The NSIC registered firms / MSEs shall be exempted from paying EMD only, as per provisions of Public Procurement Policy for MSEs Order, 2012. However, they are not exempted from submission of Security Deposit.

**27. Performance Guarantee:** The successful tenderer will be required to deposit Performance Guarantee equivalent to 10% of the value of the awarded contract (FOR Destination price inclusive of taxes & duties + CAMC charges), 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. The Bank Guarantee submitted towards Performance Guarantee shall be valid for a minimum period of ninety days beyond the stipulated warranty period. The Bank Guarantee submitted towards Performance Guarantee shall be valid for a minimum period of ninety days beyond the stipulated warranty period of 01 years & CAMC period of 05 years i.e. total 06 (six) years.

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

The Performance Bank Guarantee shall be released within 30 days of expiry of warranty period of 01 years & CAMC period of 05 years i.e. total 06 (six) years, if no claim is pending. For unsatisfactory performance and/or contractual failure, the Performance Guarantee shall be forfeited.

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

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

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

**NOTE: (Information to bidders)**

i. 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).

ii. 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 SFMS.
iii. 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

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<tbody>
<tr>
<td>i.</td>
<td>Name</td>
<td>Mahanadi Coalfields Limited</td>
</tr>
<tr>
<td>ii.</td>
<td>Area</td>
<td>MCL HQ Sambalpur</td>
</tr>
<tr>
<td>iii.</td>
<td>Name of Bank</td>
<td>State Bank of India</td>
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<tr>
<td>iv.</td>
<td>Bank Account No.</td>
<td>010659453016</td>
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<tr>
<td>v.</td>
<td>Department</td>
<td>MM Department, MCL HQ</td>
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<tr>
<td>i.</td>
<td>Name of Bank</td>
<td>State Bank of India</td>
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<tr>
<td>ii.</td>
<td>Bank Branch Name</td>
<td>MCL Complex Burla</td>
</tr>
<tr>
<td>iii.</td>
<td>Branch Code</td>
<td>07749</td>
</tr>
<tr>
<td>iv.</td>
<td>Beneficiary Bank Branch IFSC</td>
<td>SBIN0007749</td>
</tr>
<tr>
<td>v.</td>
<td>Beneficiary Bank Address</td>
<td>MCL Complex, Jagriti Vihar, Burla, Sambalpur-768020</td>
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### B. ICICI Bank as advising bank of MCL

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<td>i.</td>
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<td>ii.</td>
<td>Area</td>
<td>MCL HQ Sambalpur</td>
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<tr>
<td>iii.</td>
<td>Name of Bank</td>
<td>ICICI Bank</td>
</tr>
<tr>
<td>iv.</td>
<td>Bank Account No.</td>
<td>019405003862</td>
</tr>
<tr>
<td>v.</td>
<td>Department</td>
<td>MM, HQ</td>
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<tbody>
<tr>
<td>i.</td>
<td>Name of Bank</td>
<td>ICICI Bank</td>
</tr>
<tr>
<td>ii.</td>
<td>Bank Branch Name</td>
<td>Sambalpur</td>
</tr>
<tr>
<td>iii.</td>
<td>Branch Code</td>
<td>0194</td>
</tr>
<tr>
<td>iv.</td>
<td>Beneficiary Bank Branch IFSC</td>
<td>ICIC0000194</td>
</tr>
<tr>
<td>v.</td>
<td>Beneficiary Bank Address</td>
<td>Paradise Chamber, Infront of Jagannath Temple, Budharaja, Sambalpur -768004</td>
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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 No.</th>
<th>Details</th>
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<tbody>
<tr>
<td>7035</td>
<td>IFSC Code: ICIC0000194</td>
</tr>
<tr>
<td>7036</td>
<td>ICICI BANK LIMITED, PARADISE CHAMBER, IN FRONT OF JAGANNATH TEMPLE, BUDHARAJA, SAMBALPUR, ORISSA-768004 A/C No.019405003862</td>
</tr>
<tr>
<td>7037</td>
<td>MCL224951</td>
</tr>
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BG Applicant is to specifically ask BG issuing bank to mention the code ‘MCL224951’ in field no 7037 of IFN760COV/IFN767COV so as to enable the email IDs tagged with the account to receive advised BG over emails.

iv. 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.

v. 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,
Ainthalpalli, Sambalpur (IFSC-ICIC0000194), as the case may be, to aid in the process of confirmation of Bank Guarantee.

vi. 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.

vii. 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).

28. Inspection Clause:
Final inspection of materials shall be carried out at the consignee’s end by Staff Officer (E&M) or his authorized representative of the concerned area before acceptance of materials. The purchaser shall at its discretion have the right to test the supplied materials in any Government testing laboratory. The sample of materials used for testing shall be on Supplier’s account. If the test shows that the materials are conforming to the specification, the supplied materials shall be accepted and the testing charges shall be borne by the department. However, if the test shows that the materials are not conforming to the specifications, the supplied materials shall not be accepted and the testing charges shall be borne by the Supplier and the materials shall be removed and replaced by the supplier.

29. Payment terms:
A. Indian Bidders (For Indigenous materials)
Payment of 80% basic cost of equipment and 100% taxes, duties, freight & insurance shall be made through e-Payment within 21 days of receipt and acceptance of equipment at consignee’s end or submission of bill, whichever is later and receipt & acceptance of Performance Bank Guarantee by the order placing authority. Payment of balance 20% basic cost of equipment shall be made within 21 days of successful commissioning of equipment. However, the payment of GST shall be made against submission of GST invoice.

B. Indian Bidders (For Imported materials)
Payment of 80% basic cost of equipment and 100% taxes, duties, freight & insurance shall be made through e-Payment within 21 days of receipt and acceptance of equipment at consignee’s end or submission of bill, whichever is later and receipt & acceptance of Performance Bank Guarantee by the order placing authority. Payment of balance 20% basic cost of equipment shall be made within 21 days of successful commissioning of equipment.

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

The supplier has also to produce the following documents along with supplies/bills,
i) Copy of Invoice/Packing List of Manufacturer drawn in favour of Indian Authorized Dealers/Distributors/Selling Agents along with original.

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

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


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

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.
30. **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 liquidate 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.

31. **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 organisation 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.

32. **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”.

33. **Risk Purchase**: In the event of failure of the supplier to deliver or dispatch 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.

34. **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.

35. 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.

36. 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.

37. 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.

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

39. 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.

40. 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.

41. 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.

42. Integrity Pact: (applicable for tendered value over Rs.50 Lakhs):
The bidder has to accept the user portal agreement in which he has to mandatorily accept the integrity pact (as given in the NIT at Annexure-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:

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<th>Contact Number</th>
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Note: 1. Tender Value up to Rs. 5.00 Crores, only one IEM will be applicable
       2. Tender Value above Rs. 5.00 Crores, two IEM will be applicable

43. 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.

44. CAMC: The fog/ mist cannon will be under Comprehensive Annual Maintenance Contract (CAMC) for a period of 5(five) years after one-year Warranty period is over. The terms of CAMC are mentioned at clause no. 8.

General Manager (MM / HOD)

Encl:
- Annexure “A” General Terms and Conditions of Supply of Stores
- Annexure “B” Format of Letter of Bid
- Annexure “C” Format for Authorization to DSC holder Bidding Online by the person who has signed Letter of Bid
- Annexure “D” Format of bank guarantee for Security Guarantee
- Annexure “E” Format of bank guarantee for Performance Guarantee
- Annexure “F” Mandate form for Electronic Fund Transfer/Internet Banking payment
- Annexure “G” Issue & Utilization Procedure of e-Way Bill
- Annexure “H” The Steps/Process related to PDI fee payment online through SB Collect
- Annexure “I” Integrity Pact
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 upto such destination as may be determined by Mahanadi Coalfields Limited whose decision shall be final.

c) If the supplier commits breach of any of the conditions in this clause specified, he shall, without prejudice to any other liability, penal or otherwise, be liable to account to Coal India Ltd. or any Subsidiaries of CIL all 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.

11. 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.

12. 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 or 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 manufacture.
(ii) To reject any stores submitted as not being in accordance with the particulars.
(iii) To reject the whole of the installment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he satisfied that the same is unsatisfactory and
(iv) to mark the rejection stores with a rejection mark so that they may be easily identified if resubmitted.

h) Consequence of Rejection
If on the stores being rejected by the inspector or consignee at the destination, the supplier fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to;
(i) Allow the supplier to resubmit the stores in replacement of those rejected within a specified time, the supplier bearing the cost of freight, if any, on such replacement without being entitled to any extra payment on that account ; or
(ii) Purchase or authorize the purchaser of quantity of the stores rejected or so others of a similar description (when stores exactly complying with particulars opinion of the purchaser executive which shall be final readily available) without notice to the supplier's liability as regards the supply of any further installment due under the contract ; or
(iii) Cancel the contract and purchaser or authorize the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not in the opinion of the purchaser which shall be final readily available) at the risk and cost of the supplier. In the event of action being taken under sub-clause (ii) above or this sub-clause in the provision of clause 20 shall apply as far as applicable.

i) Inspector's decision as to Rejection Final
The Inspector's decision as regards the rejection shall be final and binding on the supplier.

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

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

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
i) 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.

i) 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 rise 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 forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the purchaser or for showing or forbearing...
to show favour or disfavour to any person in relation to the contract or any other contract with the purchaser. Any breach of the aforesaid condition by the supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the supplier) or the Commission of any offence by the supplier or by any one employed by him or acting on the behalf under chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 and any amendments thereto or any other Act enacted for prevention of corruption by Public Servants shall entitle Mahanadi Coalfields Limited to cancel the contract and all or any other contract with the supplier and to recover from the supplier the amount of any loss arising from such cancellation in accordance with the provision of Clause 19.

b) Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable, the tender 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-Holder 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.

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Letter of Bid

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

Dear Sirs,

Sub: Tender No:

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 the …………… (description of goods) 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 alongwith 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.
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 www.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
FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

ANNEXURE-D

Messers ________________________, a company having its office at __________________________, 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 one 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 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 the 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 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
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>
<tr>
<td>PIN Code</td>
<td>Branch Code</td>
</tr>
<tr>
<td>MICR No.</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>RTGS CODE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

4. Date from which the mandate should be effective.

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

Place:

Date : ________________

Signature of the party/Authorised Signatory

Certified that particulars furnished above are correct as per our records

Banker's Stamp

Date                (Signature of Authorised official from the Banks)
### Issue & Utilisation Procedure of e-Way Bill

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

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

The manufacturer / firm, intending to submit Pre-Dispatch Inspection(PDI) Fees online through SB collect has to follow the following steps:-

i. Visit CMPDI site (www.cmpdi.co.in)

ii. Click on the link of State Bank collect to pay Inspection Fee

iii. Click the acceptance of items & conditions and then click the proceed button.

iv. Next page will open. Here you select the state as Jharkhand and then select the type of institution as PSU-Public Sector of Undertaking, then press go button

v. Next page will open requesting to you select PSU name, here you select CMPDI Ltd & then press the submit button

vi. Next page will open, requesting to select the payment category. Here you select “INSPECTION FEES”

vii. Automatically you will be transferred to next page requesting to you to provide details of payment. Here you are required to fill the data as requested in each row including the remarks.

viii. After filling all the required data, press the submit button, you will be transferred to next page, which will request to verify the details and confirm the details. Press confirm button if entry made are correct otherwise press cancel. If you press confirm then you will be transferred to next page where payment option will appear.

ix. On the page you will find the various modes of e-payment of different banks i.e net-banking, Debit card, credit card etc.

x. At this page you are requested to make the payment by selecting the appropriate mode of payments offered by different banks as per your choice

xi. After making the payment please take out the prints of e-receipt which should subsequently be submitted to us as a proof of payment made to CMPDI along with inspection call letter

xii. The inspection call is required to be submitted online on the e-mail id: gmenm.cmpdi@coalindia.in, with a copy to paresh.saxena@coalindia.in in the following manner.
   a. A Covering letter on your letter head giving the details of inspection
   b. Inspection call duly stamped and signed, addressed to GM (E&M) CMPDI in the required format on your letter head.
   c. Copy of e-money receipt for the PDI Fee deposited online
   d. Copy of the respective complete supplied order against which inspection call is raised.
All the above four documents are to be submitted in separate PDF files.

xiii Simultaneously a copy of e-money receipt for the PDI Fee deposited online must be mailed on the e-mail id hqfinance@yahoo.com, with a copy to sandeep.aru@coalindia.in

Note:- The facility for submission of PDI Fee on State Bank Collect will be available from 1st to 28th of every month.
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 the 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 with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.
Commitments of BIDDERs:

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or 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.

3.14 The BIDDER shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.
3.15 In case of Sub-contracting, the Principal contractor shall take the responsibility of the adoption of the Integrity Pact by the Sub-contractor.

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 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.

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

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

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

---

**BUYER**  
Mahanadi Coalfields Limited

Witness  
1.  
2.

**BIDDER**  
Name of the Officer  
Designation  
Witness  
1.  
2.