NOTICE FOR PRE NIT MEET

A Pre NIT (Notice Inviting Tender) meeting is scheduled to be held on **25-Nov-16 at 11:00 AM** in the Office of the General Manager (MM) MCL, for finalizing the technical specification parameters for items as detailed below, before floating of Tender Enquiry for procurement of these items.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Brief Description of Item proposed to be tendered</th>
<th>Qty. (Nos.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>DGMS approved intrinsically safe LED portable miner Cap Lamp complete with Li-Ion battery, cable, head piece, LED Light source with chargers &amp; racks for use in Underground Coal Mines.</td>
<td>680</td>
</tr>
</tbody>
</table>

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

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

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

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

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

The notice along with draft NIT for pre NIT meet is available at: [http://www.mahanadicoal.in/](http://www.mahanadicoal.in/) and [www.tenders.gov.in](http://www.tenders.gov.in)
NIT No.: MCL/SBP/MMD/SEC-I/16-17/LED Cap Lamp/ Dated:

e-TENDER/ TENDER CUM AUCTION NOTICE
(for Procurement of Consumables & others : DOMESTIC TENDER)

1. Tenders are invited on-line on the website https://mcltenders.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>1. DGMS approved intrinsically safe LED portable miner Cap Lamp complete with Li-ion battery, cable, head piece, LED Light source with chargers &amp; racks for use in Underground Coal Mines. Qty – 680 Nos.</td>
<td>19,38,000/-</td>
<td>38,760/-</td>
<td>90</td>
</tr>
</tbody>
</table>

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

2. Time Schedule of Tender :

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars</th>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Tender e-Publication date</td>
<td>18:00 Hrs</td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>Document download start date</td>
<td>10:00 Hrs</td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td>Document download end date</td>
<td>17:00 Hrs</td>
<td></td>
</tr>
<tr>
<td>d.</td>
<td>Bid Submission start date</td>
<td>10:00 Hrs</td>
<td></td>
</tr>
<tr>
<td>e.</td>
<td>Bid submission end date</td>
<td>17:00 Hrs</td>
<td></td>
</tr>
<tr>
<td>f.</td>
<td>Start date for seeking Clarification on-line</td>
<td>10:00 Hrs</td>
<td></td>
</tr>
<tr>
<td>g.</td>
<td>Last date for seeking Clarification on-line</td>
<td>17:00 Hrs</td>
<td></td>
</tr>
<tr>
<td>h.</td>
<td>Bid Opening date</td>
<td>11:00 Hrs</td>
<td></td>
</tr>
<tr>
<td>i.</td>
<td>Start Date &amp; time of Reverse Auction (for tenders having estimated value of Rs. 1.00 Crore and above)</td>
<td>It shall start within two hours of opening of bids.</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 ending at 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 eProcurement Portal then the same shall be re-scheduled to the next working day. This extension will be also applicable in case of receipt of zero bids.
3. **Deposit of EMD**:  
Earnest Money can be deposited online only on e-Procurement portal of MCL by following mode:  
(a) Online fund transfer from Axis Bank  
(b) NEFT from any Scheduled Bank

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

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

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

<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 for the tendered item issued by District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises. (attested by Public Notary).</td>
</tr>
</tbody>
</table>

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

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

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

If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then the EMD will be refunded automatically after the opening of Bid.

The Earnest Money deposited by the L-1 bidder / Successful Bidder will be refunded on receipt of required Security Money from the bidder.
5. The “General Terms & Conditions” 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 upto 15 (fifteen) days before the end date of bid submission. The replies to clarifications sought by bidders shall be given at least 7 (seven) days before the end date of bid submission.

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,  
      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”  
   (NOTE: **Definition of “Items of higher specification”** -Higher specification will not be applicable)

   OR

   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.

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.

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.

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

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

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

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

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

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

E. **Excise Registration Certificate:** All Bidders including first stage & second stage dealers shall be required to take Excise Registration and submit cenvatable invoice for excisable goods unless the bidder is exempted from doing so as per relevant provision of excise notification.

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 Excise Registration Certificate issued by the Central Board of Excise and Customs OR Exemption documents as per relevant provision of excise notification

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

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

9. **Submission of Bid:**

a. In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal (https://mcttenders.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 bind 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 MCL’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>SI No.</th>
<th>Category of Bidder</th>
<th>Scanned copy of documents (attested by Notary public) 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 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 |
Indian selling agents/dealers/distributors authorized by Indian manufacturer

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Alternative Provenness Criteria</th>
<th>Scanned copy of documents (attested by Notary public) to be uploaded by 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 AND<br>Either, having satisfactory performance report from the user for a period of not less than 06 (six) months<br><br>OR<br>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 | Both the following documents (a) and b(i) or b(ii)<br>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. (attested by Public Notary)<br><br>AND<br>b. Any of the following:<br><br>b. (i) Satisfactory performance report from the users for a period of not less than 06 months (attested by Public Notary).<br><br>OR<br>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
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”

<table>
<thead>
<tr>
<th></th>
<th>The tendered items to be offered by the bidder should be ISI marked</th>
<th>BIS Marking License/Certificate of the manufacturer for the quoted items (attested by Public Notary)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ii</td>
<td>The bidder should currently hold Rate Contract with CIL or its Subsidiaries for supply of the tendered items to be offered by the bidder.</td>
<td>Valid Rate Contract as issued by CIL/any other subsidiary of CIL for the quoted items (attested by Public Notary)</td>
</tr>
<tr>
<td>iii</td>
<td>The bidder should currently hold Rate Contract with DGS&amp;D for supply of the tendered items to be offered by the bidder.</td>
<td>Valid Rate Contract as issued by DGS&amp;D for the quoted items (attested by Public Notary)</td>
</tr>
<tr>
<td>iv</td>
<td>The bidder should have valid DGMS approval for the tendered items to be offered by the bidder.</td>
<td>Valid DGMS Approval for the quoted items (attested by Public Notary)</td>
</tr>
<tr>
<td>v</td>
<td>The bidder should be the Proven Ancillary unit of MCL for the tendered items to be offered by the bidder.</td>
<td>Proven ancillary Certificate issued by MCL for the quoted items (attested by Public Notary)</td>
</tr>
</tbody>
</table>

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 (attested by Notary public) to be uploaded by all the bidders in support of Other Eligibility Criteria</th>
</tr>
</thead>
</table>
| 1. | All Bidders including first stage & second stage dealers shall be required to take Excise Registration and submit cenvatable invoice for excisable goods unless the bidder is exempted from doing so as per relevant provision of excise notification (Ref. Clause No.7(E) of NIT) | Any one of the following documents (attested by Notary Public):
1. Excise Registration Certificate.
2. Firms claiming exemption from taking Excise Registration shall upload documentary evidence to this effect as per relevant provision of Rule 9(2) of Excise Rule 2002. |
| 2. | VAT/Sales Tax Registration (Ref. Clause No.7(C) of NIT) | VAT/Sales Tax Registration Certificate issued by Sales Tax Department of any Indian State/Union Territory (attested by Public Notary) |
| 3. | Permanent Account Number (Ref. Clause No.7(D) of NIT) | PAN Card issued by Income Tax department, Govt. of India (attested by Public Notary) |
| 4. | 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) |
| 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>Scanned copy of documents (attested by Notary public) to be uploaded by all the bidders in support of Technical Specification Parameters</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A.) Copy of valid DGMS approval for the offered model of the cap lamp. B.) Copy of valid DGMS approval for cable of the LED Cap Lamp. C.) Copy of valid BIS licence for IS / IEC 60079-11:2006 D.) Copy of the test report from CIMFR / Govt. Test House as per IS / IEC 60079-11:2006 for intrinsic safety, Spark Test,</td>
<td></td>
</tr>
</tbody>
</table>
Creepage distance, Clearance Test, Drop Test, Impact Test etc.
E.) Copy of the test reports from CIMFR / Govt. Test House carried on as per IEC 60079-35 (Part 1&2) with latest amendment.
F.) Spare parts list with part no.
G.) Technical brochure / catalogue / data sheet of the offered items.

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.

In case the tendered item is eligible for CENVAT CREDIT then the Lowest [L-1] status shall be decided by deducting the following price components from the landed price viz Excise Duty, Service Tax excluding SBC & KKC (if applicable), for Domestic Bidders from the landed value. Incase of Domestic Bidders for imported materials Counter Vailing Duty, Custom Cess & Special Additional Duty paid by them during import shall be deducted from the Landed value to decide the L1 Status.

**Domestic Bidders having Excise Registration Certificate are required to indicate their Central Excise Registration number on the designated cells of the Price Bid / BOQ and shall have to upload Excise Registration Certificate as mentioned in the confirmatory documents (clause no. 9 e C1).**

If the Bidder is exempted from paying Excise Duty, they have to mention as “NOT APPLICABLE” in the space of Central Excise Registration number in the Price Bid / BOQ and shall have to upload Excise Exemption Document as mentioned in the confirmatory documents (clause no. 9 e C 1).

**CENVAT CREDIT is available on countervailing duty, on special additional duty of customs and educational & higher educational cess (if any) etc. for which successful bidders shall be required to submit a copy of the bill of Entry along with their bills for import goods**

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

As entry tax is applicable for all Domestic bidders, this component will be taken into consideration for calculating the landed price of all bidders. The bidders should not include Entry Tax Component in their Basic Price.

The landed price will be calculated automatically by the system in the Excel Sheet. Thereafter, the bidder will upload the same Excel file during bid submission in **cover-II [i.e. Price Bid / BOQ]**. The Price-bid will be in Item-wise Rate BOQ format and the bidder may quote for any or all the tendered items and the **L-1 will be decided for each item separately**. The Price-bids of the bidders will have no condition. The Price Bid which is not submitted as per instruction given above will be rejected.
10. All bids are to be submitted on-line on the website https://mcltenders.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 L1 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 minimum 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.

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

<table>
<thead>
<tr>
<th>Item Sl.No.</th>
<th>Quantity</th>
<th>Consignee</th>
<th>Destination Point (Place of delivery of materials)</th>
</tr>
</thead>
</table>

MCL’s Centralized Central Excise Registration no. AABCM5188PEM012

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

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

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

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

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

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

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

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

**Note:** In respect of supplies from the states other than Odisha, Entry Tax will be paid by MCL but for the supplies from within the state of Odisha the Entry Tax will be paid initially by the bidder, which will be reimbursed by MCL.

Entry tax component shall automatically be calculated by the system for calculation of Landed price. Bidders should quote their basic price exclusive of entry tax.

16. **Applicability of CST:**

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

17. **Delivery Schedule**

The Delivery period shall be as follows:

The total delivery period shall be within 90 days of receipt of supply order

---------------------------------------------------------------

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

18. **Guarantee/Warranty:**

The Guarantee/Warranty period shall be as follows:

The bidder shall be fully responsible for the manufacturer’s warranty in respect of proper design, Quality, Workmanship of the materials for which these are intended for. Accordingly the firm shall furnish Guarantee/ Warrantee certificate along with the bill for satisfactory performance of the ordered materials for a period of 42 (forty two) months from the date of receipt and acceptance of materials at ultimate destination or 36 (thirty six) months from the date of use/ 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.

10
19. **Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of his bid and MCL will in no case be responsible and liable for those costs.

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

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

22. **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.

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

   b) In case the Tender Committee finds that there is some deficiency in 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 complies 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.

24. 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) L-1 Landed price/cost to the company will be the start bid price for tenders Goods. The BOQ shall be designed taken into consideration CENVAT credit, VAT set off (if any, presently not available to MCL), 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) The L-1 Bidder after the reverse auction has to upload the breakup of Landed Price in the shortfall document. The detailed breakup of offered landed price uploaded by the bidder shall be considered and order if place shall be with the same breakup of prices. The L-1 bidder after reverse auction will be responsible to ensure that Landed rate as per the breakup of prices provided by him after the reverse auction & L-1 landed rate offered by him in the reverse auction is exactly same, otherwise it may be treated as withdrawal of offer and it will attract penal action. While giving breakup, the bidder will have to consider the same rate of taxes and duties as quoted while submitting the e-Price bid. In case the L-1 bidder fails to submit the breakup of landed price within 07 days, MCL shall be at liberty to place order on the basis of breakup of 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.

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 exchange rate captured by the e-procurement system will be taken into account for conversion of foreign currency into Indian rupee.

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.

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.

25. 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.

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

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

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

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

State/Central Government Organisations/PSU, valid DGS&D/NSIC registered firm (for the tendered items) and valid Ancillary Units of MCL (for the tendered items) are exempted from submission of Security Deposit.

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

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

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

29. **Performance Guarantee**: The successful tenderer will be required to deposit Performance Guarantee equivalent to 10% of the value of the awarded contract for each equipment separately, in the form of irrevocable Bank Guarantee issued by any scheduled Bank in the prescribed format (as given in the NIT at Annexure-E), before supply of each equipment. The Bank Guarantee submitted towards Performance Guarantee shall be valid for a minimum period of ninety days beyond the stipulated warranty period.

Security Money may be converted into Performance Guarantee by extending the validity of Bank Guarantee. In case the successful tenderer wants to convert their “Bank Guarantee for Security Deposit” into Performance Guarantee, the validity of Bank Guarantee for Security Deposit should be suitably extended to cover the required validity period of ninety days beyond the stipulated warranty period.

The Performance Bank Guarantee shall be released within 30 days of expiry of warranty period, if no claim is pending. For unsatisfactory performance and/or contractual failure, the Performance Guarantee shall be forfeited.
In case the value of Performance Bank Guarantee works out to be less than Rupees Five 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.

30. Inspection Clause: Final inspection of materials shall be carried out at the consignee’s end by Staff Officer (E&M), Orient 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.

31. Payment terms:

A. Indian Bidders (For Indigenous materials)

100% payment shall be made through e-Payment within 21 days of receipt and acceptance of materials at consignee’s end or submission of bill, whichever is later and receipt & acceptance of Performance Bank Guarantee by the order placing authority. However, the payment of Excise Duty shall be made against production of documentary evidence in support of payment actually made to the concerned authorities.

B. Indian Bidders (For Imported materials)

100% payment shall be made through e-Payment within 21 days of receipt and acceptance of materials at consignee’s end or submission of bill, whichever is later and receipt & acceptance of Performance Bank Guarantee by the order placing authority.

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.

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

a) To recover from the successful tenderer, a sum of 0.5 % (half percent) of the price of any stores which the successful tenderer has not been able to supply as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10% (Ten percent).
b) To purchase elsewhere, after due notice to the successful tenderer on the account and at the risk of the defaulting supplier the stores not supplied or others of similar description without cancelling the supply order in respect of the consignment not yet due for supply or,

c) To cancel the supply order or a portion thereof and if so desired to purchase the stores at the risk and cost of the defaulting supplier and also,

d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed shall not be more than the liquidated damages referred to in clause (a) above.

e) To forfeit the security deposit fully or partly.

f) Whenever, under this contract, a sum of money is recoverable from and payable by the supplier, MCL shall be entitled to recover such sum by appropriating in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any contract should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay MCL on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

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

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

34. **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”.

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

36. **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.

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

38. Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.
39. The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

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

41. The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to accept the tender in part and not in its entirety.

42. Matters relating to any dispute or difference arising out of this tender and subsequent contract awarded based on this tender shall be subject to the jurisdiction of Local District Court.

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

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

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

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

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

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

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

   **General Manager (MM / HOD)**

   **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” Integrity Pact
<table>
<thead>
<tr>
<th>SI No</th>
<th>Description of Items</th>
<th>Specification of Parameter</th>
</tr>
</thead>
</table>
| 1     | DGMS approved intrinsically safe LED portable miner Cap Lamp complete with Li-Ion battery, cable, head piece, LED Light source with chargers & racks for use in Underground Coal Mines. | Every unit shall be identical in construction and design as approved by DGMS. Every cap lamp supplied by supplier shall carry the mark of valid DGMS approval number.  
The cap lamp shall consist of maintenance free Li-ion battery, head piece, and cable. The cap lamp shall be type tested at CIMFR Dhanbad / Govt. test house and approved by DGMS for use in underground coal mines by miners and shall be as per BIS certification conforming to IS/IEC60079-11:2006 for intrinsically safe circuit of LED cap lamp.  
All LED cap lamp should be tested as per IEC standard 60079-35 (part I&II) of Sept. 2011 and with latest amendment there after at manufacture’s lab to check its standard before supplying to use such cap lamp. Random sample shall also be tested at CIMFR / Govt. approved lab under same standard @ 0.25 % of each lot of total supply determined to its next full figure. It shall be ensure during testing in govt lab. that at least three tests namely intrinsically safe circuit test, impact test and drop test are conducted to ensure its performance. Report should be submitted along with the supplies.  
With every consignment of cap lamp written instruction manual dealing the method of operation, care, maintenance and limitation of use shall be sent to the purchaser.  
The users in particular the lamp room staff and official concerned shall be given training on operation and maintenance of the cap lamp by the supplier free of cost.  
Proper arrangement for after sale technical services as well as supply of spare parts / components, manufactured by you to the same specification as those of original parts / components shall be made. All main and important components/ fittings of the cap lamp shall be marked with Model and approval no.  
Any complaint from the user about the quality of the product shall be attended expeditiously  
Copy of valid BIS license for IS/IEC 60079-11:2006 and DGMS approval certificate duty signed by notary shall be submitted by L1 bidder.  
Battery capacity shall be 4 to 5 Ah  
Battery voltage shall be 3 to 4.5 Volts  
The charging time for totally discharged battery shall be around 6 to 8 hours.  
Continuous discharging time for fully charged battery shall not be less than 12 hours.  
Minimum charging / discharging cycle of the battery shall be 1000 times  
LED voltage rating shall be 3 to 3.7 Volts.  
Main LED light power rating shall be minimum 01 Watt.  
Auxiliary LED light power shall be minimum 0.5 Watt.  
Minimum illuminating intensity of main LED light source after 08 to 12 hours shall be 1500 LUX at a distance of 1 Mtr.  
ON-OFF selector switch shall be single ON, OFF and Auxiliary selector. |
The average lamp life of LED light shall be minimum 50000 hours.

The bidder should give guarantee service support and spare supply throughout service life (50000 hours) minimum.

Clipping suitability of the head piece with safety helmet provision shall be made.

Ingress protection class shall be IP 65

Battery shall be rechargeable type maintenance free, sealed, leak proof, tamper proof and tough enough to withstand mechanical impact.

Fully charged battery shall provide reasonably consistent voltage over at least 10 hours for bright LED light.

Battery protection system shall be provided against
a.) Short Circuit
b.) Over charge
c.) Over discharge cutoff.

Cap lamp shall be provided with auxiliary LED for emergency escape light for longer use in case of low battery.

Cap Lamp Head should be provided with belt of standard length

Each cap lamp battery shall be legibly marked with the following:
 a) Name of the manufacturer.
b) Model & sl. no.
c) Month and year of manufacturing,
d) DGMS approval no.
e) IS/IEC number of intrinsically safe circuit
f) Word "MCL"

The cap lamp set shall be of modular design with suitable Neoprene rubber protected / sealed & terminated with sleeve at cable entry point.

Cap Lamp should be provided with at least 1.5 mtrs flexible well insulated cable with DGMS approval

The weight of the battery shall be max. 0.4 kgs, entire weight of the assembly (battery + cable + head lamp) shall be, max. 0.700 kgs.

The charging rack shall be designed for multi charge of Li-ion battery of 120 lamps on constant current and constant voltage charging. The charger rack shall be made of double face with minimum 1.0 mm thick CRCA plate (cold rolled carbonized & annealed). On the upper portion of charger rack there shall be digital indicators to know the input & output voltage and Input & output current. Protection like input over current and under voltage protection and output over current & over voltage, protection shall be provided. The charger shall be protected against cover voltage of 280 volts and lower voltage of 70 volts by cutting OFF the mains power and when power restores normally back to 85 to 265 volts, the charger should get ON automatically.

The charging circuit shall be such that, it automatically monitors and control the charging process. The constant current is about 800 milli-amps for each battery and constant voltage is about 5 volts, charging time shall be less than 08 hours. At the beginning of the charging, it shall have constant current charge at 800 milli amps for each battery, and the charger indicator is red colour. When charging voltage reaches 5 volts, automatically it should turn to constant voltage charging and current starts decreasing step by step. When the battery is fully charged, it should automatically stop charging and charge indicator should display green.
The charging rack shall be so designed such that batteries are placed in upright position and adequately spaced so that cable are not entangled.

Charging input shall be 85 to 265 volts, Single phase AC, frequency 50 Hz and output current shall be max. 800 mA and output voltage 05 Volts DC.

Charging Racks should be designed for multi charge of Li-Ion battery of 120 lamps.

Certification from supplier / manufacturer about the following statements shall be submitted along with each consignment.

(a). The ultimate responsibility for supply of correct materials as per requirement of relevant specification lies solely with the manufacturer/ supplier inspite of clearance /acceptance by inspecting authority.
(b). The issue of inspection certificate by MCL or their authorized representative shall not bind MCL / authorized representative to accept the product should it on further check/ test before / during after/ erection be found not to comply with the correct specification.

Installation/Commissioning of the apparatus should be done by the supplier on site free of cost.