



मिनरल एक्सप्लोरेशन कार्पोरेशन लिमिटेड

(भारत सरकार की मिनरल कंपनी)

CIN: U13100MH1972GOI016078, GST NO: (MH)27AABCM9165C1ZH

प्रमुख कार्यालय: डॉ॰ बाबासाहेब अंबेडकर भवन, सेमीनरी हिल्स, नागपुर.

दूरभाष : 91-712-2510310 फ़ैक्स : 91-712-2510548

वेबसाइट : www.mecl.co.in ई-मेल : hod-procure@mecl.co.in

प्रापण एवं संविदा प्रभाग दिनांक: 18.03.2019

वैधिक निविदा सूचना

वैधिक निविदा सं० 106/जीईटी/एमईसीएल/एमएम/पीयूआर/पीजीसी/113-ए

निम्नलिखित मदों की पूर्ति करने के लिए जिनके कंट्रोलर ऑफ सेटीफाइंग अथॉरिटी (सीसीए), भारत सरकार के नियंत्रक के द्वारा प्राधिकृत किसी एजेंसी से जारी किया गया डिजिटल सिग्नेचर सर्टिफिकेट (डीएससी) धारक प्रतिष्ठित विनिर्माताओं अथवा उनके मान्यता प्राप्त एजेंटों से सेंट्रल पब्लिक प्रोक्योरमेंट पोर्टल की वेबसाइट (सीपीपी-एनआईसी) <https://eprocure.co.in/eprocure/app> पर ऑनलाइन निविदाएं (दो भाग प्रणाली में) आमंत्रित की जाती हैं :-

कार्य का नाम (विवरण और अनुमानित मात्रा)	निविदा शुल्क (₹)	बयाना राशि (₹)
माइक्रोप्रोसेसर कंट्रोल्ड लैंड ग्रवीसीटर की खरीद - 1 नग	10,000/-	1,25,000/-

निविदा डाउन लोड करने की तारीख: **25.04.2019 को 14.30 बजे तक**। ई - निविदा ऑनलाइन प्रस्तुत करने की अंतिम तारीख: **25.04.2019 को 14.30 बजे तक** ऑनलाइन ई-निविदा खोलने की तारीख (भाग-1) तकनीकी बोली : **29.04.2019 को 11.00 बजे**। अधिक विवरणों और बोलीदाताओं के लिए अनुदेश हेतु लॉग ऑन करें हमारी वेबसाइट: www.mecl.co.in या

<https://eprocure.co.in/eprocure/app> पर। कृपया नोट करें की निविदा का ऑनलाइन प्रस्तुतीकरण केवल CPPP-NIC portal www.eprocure.gov.in के माध्यम से होगा। निविदा शुल्क एवं बयाना राशि के बिना निविदा अस्वीकृत कर दी जाएगी। तथापि सूक्ष्म एवं लघु उद्योग (एमएसई) यदि वे डीजीएस एंड डी/एनएसआई अथवा एमएसएमई (एम भाग -II) (उस उत्पाद के लिए जिसके लिए वे पंजीकृत हैं) से पंजीकृत हैं वे निविदा शुल्क और बयाना जमा के भुगतान से छूट के हकदार होंगे। एमईसीएल, नागपुर के पछ में निर्धारित सलग बयाना जमा डीडी के रूप में भारत में भारतीय बोलीदाताओं और विदेशी बोलीदाताओं भारत में बिना कोई प्रतिनिधित्व के निविदा शुल्क के बिना बोली जमा कर सकता है लेकिन ईएमडी के बराबर समकक्ष की बैंक गारंटी को सलग करना चाहिए, जो छः माह के अवधि के लिए वैध हो, (एमईसीएल) के पछ में किसी भी भारतीय राष्ट्रीयकृत बैंक से नागपुर, भारत में देय हो। ईएमडी को निविदा शुल्क के साथ एक सील बंद लिफाफे में अलग से प्रस्तुत किया जाना चाहिए। निविदा शुल्क और बयाना जमा अथवा डीजीएसएंडडी एमएसएमई (एम भाग -II) सर्टिफिकेट के बिना बोलिया सम्पूर्ण रूप से अस्वीकृत कर दी जाएगी। तथापि मध्यम उच्च बयाना जमा और निविदा शुल्क के छूट के लिए हकदार नहीं होंगे एमईसीएल किसी को अथवा सभी बोलीदाताओं को बिना कारण बताये खारिज करने का अधिकार सुरक्षित राखा है। उपयुक्त सूचना हिन्दी में वेबसाइट www.mecl.co.in पर उपलब्ध हैं।

टिप्पणी : उपर्युक्त निविदा के लिए कोई भी **अद्यतनीकरण, शुद्धिपत्र** आदि केवल उक्त वेबसाइट पर प्रकाशित होगा। उन्हें किसी अन्य समाचारपत्र या संचार माध्यम द्वारा प्रकाशित नहीं किया जाएगा।

महाप्रबंधक/ प्रभाग प्रमुख (प्रापण एवं संविदा)



MINERAL EXPLORATION CORPORATION LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
A MINIRATNA C.P.S.E

AN ISO 9001-2008 CERTIFIED COMPANY
CIN: U13100MH1972GOI016078
GSTIN: 27AABCM9165C1ZH

HEAD OFFICE:

Dr. Babasaheb Ambedkar Bhawan,
Seminary Hills, Nagpur- 440006 (INDIA)

TELEPHONE:

91-712-2510310, 2510316, 2511575, 2510732,
FAX 91-712-2510548.

Website: www.mecl.co.in

E-mail: hod-procure@mecl.co.in

PROCUREMENT & CONTRACT DIVISION

GLOBAL E-TENDER

NO: 106/GET/MECL/MM/PUR/PGC/113-A

DATED: 11.03.2019

FOR:

**PROCUREMENT OF MICROPROCESSOR CONTROLLED LAND
GRAVIMETER**

Last date & time for online submission of bid	25.04.2019 upto 14.30 PM
Due date & time of opening of Part-I Tender	29.04.2019 at 11.00 AM

PLEASE READ IMPORTANT INSTRUCTIONS FOR SUBMITTING TENDER



MINERAL EXPLORATION CORPORATION LIMITED
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HEAD OFFICE: Dr. BabasahebAmbedkarBhawan, Seminary Hills, Nagpur- 440006(INDIA)
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Website: www.mecl.co.in **E-mail:** hod-procure@mecl.co.in

GLOBAL TENDERNO: 106/GET/MECL/MM/PUR/PGC/113-A, DATED: 11.03.2019

THIS TENDER DOCUMENT COMPRISED OF THE FOLLOWING INDEX

S/N	DESCRIPTION	SCHEDULE/ANNEXURE/ COVER	PAGE NO
1	NOTICE INVITING TENDER	..	03

PART-I			
1	Instructions to Bidders for On-line submission of Bid	SCHEDULE-I	04-07
2	Specific Terms & Conditions	SCHEDULE-II/ Cover No: 3	08-15
3	Guidelines to bidders for participation in e- procurement system	Annexure-A	16
4	Format Of Cover Note	Cover No. 01	17
5	Guaranteed Technical Requirements (G.T.R.)	Annexure-I / Cover No. 02	18-19
6	Items Required	Cover No. 03	20
7	Commercial Terms (For foreign supply).	Cover No. 03	21
8	Commercial Terms (For indigenous supply)& GST information	Cover No. 03	22-23
9	Technical Specification of the item & Accessories	Annexure-II Cover No. 03	24
10	Bank Guarantee Format	Cover No. 03	25-26
11	Integrity Pact	Cover No. 03	27-29
12	General Terms And Conditions	Cover No. 03	30-33
13	Proforma for Submission of Physically Signed Undertaking By Bidder	Cover No. 03	34
	Instruction for submission price bid under cover no.4 section through BOQ format	Cover No. 04	35

PART-II			
1	PRICE BID IN XLS. FORMAT (Cover No.-04)		



MINERAL EXPLORATION CORPORATION LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
AN ISO 9001-2008 CERTIFIED COMPANY

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Website: www.mecl.co.in **E-mail:** hod-procure@mecl.co.in

PROCUREMENT DIVISION

GLOBAL E-TENDER NOTICE

GLOBAL TENDER NO	106/GET/MECL/MM/PUR/PGC/113-A	DATE	11.03.2019
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On-line bids (in two part system) are invited on the website of Central Public Procurement Portal (CPPP-NIC) <https://eprocure.gov.in/eprocure/app>, from reputed manufacturers or their accredited agents having Digital Signature Certificate (DSC) issued by any agencies authorized by Controller of Certifying Authority (CCA), Govt. of India, for supply of the following items: -

SI. No.	PARTICULARS & APPROXIMATE QUANTITY	TENDER FEE (Rs)	EMD (Rs)
01	PURCHASE OF MICROPROCESSOR CONTROLLED LAND GRAVIMETER – 1 No.	10000/-	125000/-

Date of download of tender: **11.03.2019 to 25.04.2019 upto 14.30 hrs.** Last date of on-line submission of bid: **25.04.2019 upto 14.30hrs.** Date of on-line tender opening (Part-I Techno-commercial Bid): **29.04.2019 at 11.00hrs.** For more details and Instruction to Bidders please log on to our website www.mecl.co.in or <https://eprocure.gov.in/eprocure/app> Please note that on-line submission of the bid will be through CPPP-NIC portal www.eprocure.gov.in only. Bidders without Tender Fee & EMD shall be rejected. Micro and Small Enterprises (MSEs) registered with DGS&D/NSIC/MSME(EM part-II) (For the product for which they are registered) are exempted from payment of Tender Fee and EMD. Indian bidders and foreign bidders having agents in India are required to enclose prescribed Earnest Money Deposit in the form of DD in favour of MECL, Nagpur and Overseas bidders having no representation in India can submit the bid without tender fee but should enclose Bank Guarantee of equivalent amount of EMD, valid for a period of six months, from any Indian Nationalized Bank in favour of MECL, payable at Nagpur, India. **EMD should be submitted in a sealed separate envelope along with the Tender Fee.** Bids without Tender Fee and EMD or Valid DGS&D / NSIC/ MSME (EM part-II) certificate shall be rejected outright. However medium enterprise is not entitled for exemption of EMD and tender fee. MECL reserves the right to reject any or all the bidders without assigning any reasons thereof. The above notice in **Hindi** is available at website www.mecl.co.in

Note:- Any **updates, Corrigendum**, etc. against the above tender shall be published on said website only. Those shall not be published in any other newspaper or media.

GM/HOD (PROCUREMENT & CONTRACT)



PART-I
(SCHEDULE-I)

MINERAL EXPLORATION CORPORATION LIMITED
(A GOVERNMENT OF INDIA ENTERPRISES)

GLOBAL TENDER NO	106/GET/MECL/MM/PUR/PGC/113-A	DATE	11.03.2019
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INSTRUCTIONS TO BIDDERS FOR ON-LINE SUBMISSION OF BID

Bid should be submitted in **TWO PARTS SYSTEM** as detailed below

COVER - 1	E.M.D.	Earnest Money Deposit OR Copy of valid certificate as per Clause No. A (7).
		Tender Fee OR Copy of valid certificate as per Clause No. A (7).
COVER - 2	PART-I	G.T.R. (Guaranteed Technical Requirements)
COVER - 3		Technical specifications, Commercial Terms & Conditions
COVER - 4	PART-II	Price Bid only (in BOQ-.xls Format only)

(A) **COVER-1: PERTAINS TO TENDER FEE AND EMD OR DGS&D/NSIC REGISTRATION CERTIFICATE**

1. Tender Fee (Non-refundable)&EMD, as per NIT, should be submitted offline in physical form of Demand Draft of any Nationalized/Reputed Banks, drawn in favour of Mineral Exploration Corporation Ltd., payable at Nagpur. Scanned copies of Demand drafts pertain to Tender Fee & EMD should be uploaded along with covering note.
2. **TENDER FEE**: Indian agents of the foreign bidders and Indian bidders downloading the tender documents from our website shall enclose tender fee in the form of DD in favour of Mineral Exploration Corporation Limited, payable at Nagpur (India), failing which bid shall not be considered.
3. Tender fee & EMD, as per NIT, should be submitted in separate Demand Drafts.

EARNEST MONEY DEPOSIT: EMD as mentioned in the Tender Notice should be enclosed duly sealed in a separate envelope along with the tender fee, in the form of demand draft of any Indian Nationalized/Reputed Bank drawn in favour of Mineral Exploration Corporation Ltd., Nagpur. Foreign bidders shall submit EMD in the form of Bank Guarantee, valid for six months, from any Indian Nationalized Bank in favour of Mineral Exploration Corporation Ltd., Nagpur, which is encashable in Nagpur (India). If EMD in the form of demand draft/Bank Guarantee as stated above is not enclosed along with the tender fee in a separate sealed envelope, the bid shall be rejected.

4. The Tender fee and EMD in physical form should be sent to this office in a sealed Cover. Sealed cover containing Tender Fee & EMD as per NIT, clearly super scribing as **“TENDER FEE & EMD AGAINST E-PROCUREMENT TENDER NO:106/GET/MECL/MM/PUR/PGC/113-A Dt.: 11.03.2019 DUE FOR OPENING ON 29.04.2019”** should be addressed and posted to The GM/HOD (PROCUREMENT & CONTRACT), Mineral Exploration Corporation Limited, Materials Management Division, 3rd Floor, Dr. Babasaheb Ambedkar Bhawan, Seminary Hills, Nagpur-440006 or deposited in the tender box kept at Procurement division of MECL. Tender fee and EMD shall be received up to 10.30 AM on the due date and shall be opened on the same before opening time of the tender. On-line bids of bidders, whose Tender fee & EMD has not been received in the physical form till the prescribed date and time, shall not be considered.
5. *In view of letter No. F.No.21(17)/2016-MA, Dated – 6th April 2018 issued by Ministry of Micro, Small & Medium Enterprises and office Memorandum No. F 5/4/2018-PPD*



Dated – 28.02.2018 issued by Ministry of Finance, it is mandatory for MSE bidders to give declaration of their UAM number on CPPP, failing which such bidders will not be able to enjoy the benefits as per PP policy for MSME Order 2012 for tenders invited electronically through CPPP.

6. In view of above clause no.4, MSE vendors has to get their UAM number declared in CPPP and also has to submit a declaration in their letter head/ part-I bid stating that they have given declaration of their UAM number in CPP Portal and submit the same along with Techno-commercial (Part-I) bid.
7. Micro and small enterprises (MSEs) registered with DGS&D/NSIC (For the product for which they are registered) are exempted from payment of EMD. For availing this exemption, Micro and small enterprise should submit physical copy of valid DGS&D or NSIC certificate. Scanned copies of the certificates should be uploaded while submitting the bid.

Public procurement policy for micro and small enterprises (MSEs) as per guideline shall be applicable. For details visit website: www.msme.gov.in

Micro and small enterprise shall be exempted from payment of Earnest money who is registered with any of the following agencies:-

- a) District Industries Centers (DIC)
- b) Khadi and Village Industries Commission (KVIC)
- c) Khadi and Village Industries Board
- d) Coir Board
- e) National Small Industries Corporation (NSIC)
- f) Directorate of Handicraft and Handloom
- g) Any other body specified by Ministry of MSME.

The Micro and small enterprise registered with said above agencies (for the product for which they are registered) and others for which specific exemption has been granted by MECL are exempted from the payment of EMD. However medium enterprise is not entitled for exemption of EMD and tender fee.

The Micro and small enterprise registered with said above agencies and the bidders registered with DGS&D/NSIC shall also be exempted from payment of tender fee. For exemption of EMD and tender fee in case of Micro and small enterprise and DGS&D/NSIC registered bidder they have to be registered for the particular trade / item for which the tender is relevant. The valid certificate of registration indicating the product for which they are registered with MSME or DGS&D/NSIC as the case may be are required to be submitted with the bid.

To avail exemption of EMD and tender fee, the MSME registered with District Industries Centers must submit along with their bid the “Acknowledgement of Entrepreneur Memorandum” along with filled EM part -II proforma duly signed by DIC Authority and bidders registered with National Small Industries Corporation (NSIC) must submit the valid registration certificate along with the bid.

8. In tender participating, Micro and Small Enterprise quoting price within price band of L-1 + 15% shall be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than Micro and Small Enterprise and such Micro and small enterprise shall be allowed to supply upto 25% of total tendered value. In case more than one such Micro and small enterprise; the supply shall be shared proportionately (Against 25% of tender value). Startups and Micro and small Enterprises (MSEs) are relaxed from prior turnover and prior experience subject to meeting of quality and technical specifications. Startups and Micro and small Enterprises (MSEs) are relaxed from prior turnover and prior experience subject to meeting of quality and technical specifications.



9. Tender fee and EMD submitted in the form DD or DGS&D/NSIC Registration Certificate etc. should be valid at the time of scheduled date or extended date of opening of Part-I bid.

Micro and small enterprise should be registered with any of following agencies:-

- a) District Industries Centers (DIC)
- b) Khadi and Village Industries Commission (KVIC)
- c) Khadi and Village Industries Board
- d) Coir Board
- e) National Small Industries Corporation (NSIC)
- f) Directorate of Handicraft and Handloom
- g) Any other body specified by Ministry of MSME.

shall submit Registration certificate/“Acknowledgement of Entrepreneur Memorandum” along with filled EM part -II proforma duly signed by DIC Authority which should be valid at the time of scheduled date or extended date of opening of Part -I bid.

The MSEs, who have applied for registration or renewal of registration with any of above agencies/ bodies, but not obtained the valid certificate as on close date of tender, are not eligible for exemption preference.

10. MECL will not be responsible for any kind of delay in submission of Tender Fee &EMD or DGS&D/NSIC/Acknowledge general of Memorandum(EM part –II) certificate or for any mistakes or any incorrectness in the DDs or certificates. As such, bid of valid tender fee &EMD in all respect, shall only be considered.

Even during course of tender processing, if it is noticed that any of the information provided by the bidder is incorrect including the information related to Tender Fee and EMD or exemption Certificates, tender is liable to be rejected.

10. MSEs needs to upload the “Acknowledgement of Entrepreneur Memorandum” along with filled EM part –II proforma duly signed by DIC Authority in the said cover in place of EMD and tender fee. Micro and small should submit physical copy of said certificate in sealed cover in place of EMD & Tender Fee.

(B) COVER-2: PERTAINS TO GUARANTEED TECHNICAL REQUIREMENT (GTR)

1. Bidder must fill / complete the “Guaranteed Technical Requirements”, in all respect, as per given Annexure in the tender document. Bid without duly completed GTR ANNEXURE is liable to be rejected and detailed Technical bid will not be evaluated.
2. The entire columns in the above GTR should be filled. In column No. 4 bidders should specifically mention the details of the product they are bidding. Phrase like Complied, OK, Agreed, Provided etc. should be avoided.

(C) COVER-3: PERTAINS TO TECHNICAL SPECIFICATION & COMMERCIAL TERMS

1. Detailed technical specification along with literature, brochure, drawings etc., if any, should be submitted in this cover.
2. Clear commercial terms, strictly in the given format, should be submitted.
3. As the bidders are submitting their bid through their Digital Signature Certificate (DSCs) in CPP portal, therefore it will be considered that the uploaded bid/ tender document including GENERAL TERMS & CONDITIONS; SPECIAL CONDITIONS, IMPORTANT CONDITIONS/INSTRUCTIONS AND ANNEXURES etc. are digitally signed as token of acceptance by bidder and also shall be legally binding on them. Additionally the bidders have to upload/ submit a physically signed undertaking with their part-I bid that the tender document including GENERAL TERMS & CONDITIONS; SPECIAL CONDITIONS, IMPORTANT CONDITIONS/



INSTRUCTIONS AND ANNEXURES etc. are acceptable to them (As per enclosed undertaking proforma).

(D) COVER-4: PERTAINS TO PRICE BID

1. Price bid should be submitted in this cover section only in the BOQ Format and not with Technical Bid.
2. Submission of Price Bid in the cover of Technical Bid (Part-I), shall be deemed as “Disclosure of price in technical bid” and hence shall be rejected. Bidders may, therefore, ensure that Price Bid is submitted in appropriate cover only.



SCHEDULE-II
SPECIFIC TERMS & CONDITIONS

1. **SUBMISSION OF BID:**

- a) In order to submit bid, bidders have to get themselves registered online on the e-procurement portal of CPPP (<https://eprocure.gov.in/eprocure/app>) with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India. The online Registration of 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) **Procedure for Obtaining Digital Signature by Foreign Bidders.**

This document gives the procedure to be followed by bidders who are resident of countries other than India for participating in Online Tendering Activity.

As per the IT ACT 2000, all bidders who participate in the online bidding process in this site should possess a valid Digital Signature issued by any of the Digital Signature Certificate (DSC) bidders approved by CCA, India (<https://cca.gov.in>). The following document gives the procedure that is generally followed by various bidders.

Generally, the documents that are required to be submitted by Foreign Nationals are as follows:

1. Identity Proof (ID Proof) of the person in whose name DSC has to be issued (E.g. Passport copy)
2. Bank account statement in country of residence, duly attested by Indian Embassy / High Commission / Consulate / Apostille in the country where the applicant is currently located. (At least 6 months of Bank transactions) with the proof indicating the account is owned by the Individual.
3. Copy of the Trade license attested by any one of the authorities as specified in Point 2 above.
4. As the Individual is representing the company, an Authorization on company's letter head as given in the form.
5. Copy of the Authorization letter or invitation letter from department for the participation in the tender by any one of the tender inviting authority.

All other details for obtaining DSC by foreign bidders are available in CPP Portal downloading section.

- c) Tender document will be downloaded and printed by the bidder. This document will be filled appropriately by the DSC holder. Scanned copy of the same will be uploaded during bid submission in the appropriate covers digitally signed by DSC holder. The contents of scanned and uploaded documents must be same as per the bid format downloaded from the website.
- d) In case MECL finds that there is some error/omission in the uploaded document, the same will be specified on-line under shortfall documents after opening of Techno-commercial Bid (Part-I). The bidders will get this information in their personalized dash board under "Upload shortfall document" link. It will be the bidders responsibility to check the updated status/information on their personalized dash board after opening of Part-I bid. Non-receipt of e-mail or fax, in this regard, will not be an excuse for non-submission of required document within prescribed time. The bidder will re-upload the required



documents within the specified period and no additional time will be allowed for on-line submission of document.

- e) Non-compliance of post bid communications within the prescribed time, then the evaluation of the of bid shall be made on available document.
- f) **PRICE BID:** Bidders will quote their prices strictly as per the format given in the tender and the same will be uploaded duly filled in all respect and digitally signed by DSC holder.

Price Bid Format is provided in a standard BOQ format (.xls File) which has been provided with the bid document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their Financial Bid (Price Bid) in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the unprotected/accessible cells with their respective financial quotes and other details (such as name of the bidder etc.). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file template is found to be modified by the bidder, the bid will be rejected without assigning any reason thereof. (Please also refer “ Instruction for submission of Price Bid under Cover No.4 section through BOQ Format)

- g) The Price Bids which are incomplete and not submitted in accordance with instruction shall be rejected.
- h) A step by step guidance for participation in e-procurement is given in Annexure-A. However, the given guidelines are only indicative and for on hand reference to the bidders. For more details, training and demo in connection with registration, obtaining Digital Signature Certificates (DSC) and on-line submission of bid and its modification etc., please visit CPPP-NIC website <https://eprocure.gov.on/eprocure/app>. Therefore, before participating in e-procurement tenders bidders may please acquaint themselves with the procedure of e-procurement. It will be bidders responsibility to visit our website for any corrigendum/ amendment/ modification in the tender document uploaded by MECL. MECL will not be responsible any failures or lapses or any misappropriation took place during the course of e-procurement process by the bidders.

2. Techno-commercial bid(Part-I) will be opened on the due date as given in NIT.
3. Opening date and time of **PART-II** (Price Bid) of techno-commercially qualified bids shall be notified later by MECL through CPP portal.
4. Bid should remain valid for **180** days from the scheduled or extended date of opening of bid (Part-I).
5. Prices quoted shall be valid for 180 days and both EX-WORKS & F.O.B. prices shall be FIRM & FIXED during the period of execution and completion of supply.
6. All other Standard Conditions of tender and General Terms & Conditions are given in the annexures of tender document.
7. Bidders are advised to furnish complete details of the items bided covering all parameters given in our specification. Incomplete bids shall not be considered and shall be rejected.
8. **Following elements should be included in the price bid.**
 - (i) Ex-Works Unit Price:
 - (ii) Packing, forwarding, inland freight (up to port of shipment) for each unit.
 - (iii) FOB Cost of each Unit.:
 - (iv) Total FOB Cost.
 - (v) Name of Indian Agent & rate of Agency Commission.
 - (vi) Name of port of shipment: Airport-----, Sea Port:-----



9. Telex/Fax/Telegraphic/E. mail bids will not be accepted.

10. **Custom Duty:**

(a) Custom duty payable shall be arranged by the consignee. Indian representative of the bidder shall co-ordinate in custom clearance. For any wrong assessment of custom duty, for any reason whatsoever, the bidder or his Indian representative shall, at the request of the Purchaser, pursue all legal remedies to challenge that assessment, at the bidder's cost.

(b) Tender Evaluation Procedure :

(I) Evaluation of bid shall be done on destination cost (In INR) to Company/Nagpur basis. Bidder should quote on FOB basis. Insurance and Freight shall be borne by MECL. For loading freight and Insurance, following methodology shall be applied.

Port of Delivery at	Freight & Insurance (%)
USA, Canada and Japan sector	12% of FOB/Sea Port
All other Sectors	10% of FOB/ Sea Port
The above percentage of Freight & Insurance will be considered for evaluation	

(II) For arriving at destination cost to Company of imported goods, following procedure shall be applied:

a) Ex-Works price.

b) Free on Board (FOB) = Ex-Works + Handling charges , Inland freight (if any) + Documentation charges etc. (if any)

c) Cost to Company (in INR Nagpur Basis) = FOB price (INR) + insurance charges + freight as per (b) (I) above + Custom Duty on undiscounted price + social welfare cess + incidental charges @ 5% on CIF (for custom clearance inland freight etc.)+ GST as applicable, Less Total GST.

(III) For indigenous supply following procedure shall be applied for determining Cost to Company Nagpur basis:-

(i) Basic price inclusive of Packing & Forwarding , Freight and Insurance if Applicable upto FOR destination.

(ii) Plus GST as applicable on total value

(iii) Less GST as applicable on total value

(c) For bids involving foreign currency, Indian Rupee (INR) or both, total cost to the company at Nagpur (India) shall be considered for evaluation.

(d) There are two BOQ in the tender namely :-

BOQ1 – For quoting in INR.

BOQ2 – For quoting in Foreign Currency.

➤ Bidders quoting in **INR** should fill **BOQ1** sheet in respective column and fill **zero** in basic price column for same item in **BOQ2** sheet.

➤ Bidders quoting in **FOREIGN Currency** should fill **BOQ2** sheet in respective column and fill **zero** in basic price column for same item in **BOQ1** sheet.

➤ **Goods and Services that the bidder will supply from the Purchaser's country, the prices for the same shall be quoted in INR and the payment of the same will be made in INR.**

(e) Evaluation of the bids shall be made manually based on the Tender Evaluation Procedure mentioned at Page No. 9 for both Indian & Foreign Bidder. System generated Comparative statement will not be considered.

(f) Based on filled **BOQ1** and **BOQ2** comparative chart will be prepared manually.



- (g) Lowest Bid (L1 firm) shall be decided based on the comparative statement prepared manually.

Bidders should take utmost care while filling and submission of the Price Bid in BOQ format. MECL or CPPP-NIC will not be responsible for any error, omission and mistakes committed by the bidder in BOQ.

11. **Transit Insurance for purchases from overseas:** Transit Insurance for purchases from overseas sources shall be arranged by the Purchaser from F.O.B point to destination, before dispatch of goods.
12. **Shipping:-** Shipment from port of dispatch shall be arranged by the bidder through any reputed Airlines /Shipping Corporation of India or its authorized carriers. Shipping details indicating weight and volume shall be given in the bid.
13. **Agency Commission:** Foreign bidders should clearly indicate in their bid Name & Address of their Indian Agent if any and percentage of Agency Commission payable to them. Therefore bidders must confirm that the accredited agent have a valid agreement with the manufacturers. Similarly, details of the accredited Indian agent's Registration with DGS&D (Government of India) should be attached with Part-I bid. If registration is not applicable, confirmation on that regard should be provided
14. **Clearance of goods at Port of Entry:-**Such clearance shall be arranged through the Indian representative, if any, of the supplier or through the Director of Supplies & Disposals, Government of India, at the discretion of the Purchaser. When clearance is arranged through the Indian representatives as mentioned above, they shall be wholly responsible along with the supplier for the safe and complete delivery of the entire goods contracted at the destination in good condition.
15. **Packing: -** Shall be standard export packing, details of which shall be indicated. Special care shall be taken for protection against damage in transit and provision shall be made for rust prevention.
16. **Inspection: -** Inspection of goods before dispatch shall be arranged at the Purchaser's discretion by Purchaser's representative or through Indian Supply Mission OR on receipt of goods at Consignee's place.
17. **Commissioning & Training:-**The supplier/ manufacturer shall commission the equipment at MECL Nagpur (As indicated in the annexure for Guaranteed Technical requirement) free of cost. After commissioning, firm's representative shall impart training on various function & operation of the equipment to MECL personnel, free of cost, for 02 working days. Commissioning of equipment and training to MECL personnel shall be in the scope of supply.
18. **EMD, Security Deposit and Performance Bank Guarantee:**
 - (a) **Earnest money deposit: -**EMD as mentioned in the Tender Notice should be enclosed duly sealed in a separate envelope along with the tender fee, in the form of demand draft of any Indian Nationalized/Reputed Bank drawn in favour of Mineral Exploration Corporation Ltd., payable at Nagpur. Foreign bidders can furnish the EMD in the form of bank guarantee of equivalent amount from any Indian Nationalized Bank, which should be valid for six months and encashable in Nagpur, Maharashtra India, in favour of Mineral Exploration Corporation Limited payable at Nagpur. Indian bidders and bidders with representation in India should enclose EMD in the form of demand draft of any Indian Nationalized/Reputed bank, drawn in favour of Mineral Exploration Corporation Limited, payable at Nagpur.**Bids received without EMD (DULY SEALED IN A SEPARATE ENVELOPE) will be rejected.**EMD of unsuccessful bidders shall be returned/ refunded immediately after finalization of the tender.



- (b) **Security Deposit:** On receipt of supply order the successful bidder shall send his order acknowledgement within 15 days there after he shall furnish a Bank Guarantee from any Indian Nationalized Bank as per enclosed proforma for 10% value of the order valid for one year cashable in Nagpur, Maharashtra India, towards Security Deposit. On receipt of this security Deposit EMD shall be returned to the bidder. Security Deposit will be forfeited in the event of contractual failure.
- (c) **Performance Bank Guarantee:** Along with the supply the successful tender shall furnish a Performance Bank Guarantee from any Indian Nationalized Bank or PSU Bank as per enclosed proformacashable at Nagpur, Maharashtra India,for 10% value of the order valid for 15 months (12 months for warranty + 3 months of claim period) from the date of acceptance of itemstowards performance Guarantee of the supplied item. On receipt of this Performance Bank Guarantee, Security Deposit shall be returned to the bidder. On the satisfactory completionof 15 months (12 months for warranty + 3 months of claim period) in all respect, the Bank Guarantee will be returned to the Seller without any interest.

Security money may be converted into Performance Bank Guarantee (PBG) of any Indian nationalized Bank. In case the Security Money is converted to PBG the period of BG should cover entire Warranty/Guarantee period, + 3 months claim period.

19. **Terms of Payment:-**

- **Our standard payment terms for import are as under:**

By an irrevocable letter of credit for 100% FOB value less Indian agency commission if any. The payment shall be made through State Bank of India and shall be released as under:

- (a) 75% of the Invoice value of the itemshall be released against proof of shipment.
- (b) Balance 25% of the Invoice value of the itemshall be released after safe receipt and acceptance of material at consignee's place, commissioning and training as per clause No. 17, receipt of Bank Guarantee as per Clause No. 18 (c) of Specific terms & Conditions.

- **Our standard payment terms for indigenously supply are as under:**

- (a) 75% of the Invoice value of the item shall be released against PDI, proof of Shipment& documents through bank.
- (b) Balance 25% of the Invoice value of the itemshall be released after safe receipt and acceptance of material at consignee's place, Installation and commissioning as per clause No. 17, receipt of Bank Guarantee as per Clause No. 18 (c) of Specific terms & Conditions.

20. **Import License:** Items under Import are as per new IMPORT-EXPORT POLICY 2015-2019, for which no Import License is required.
21. **Credit Arrangement:-**All imported goods shall preferably be so imported under the existing and valid credit Arrangements between the Government of India and the Government of Country of Origin or under favorable Trade Balances held by the Government of India in respect of the Country of Origin. The supplier may, therefore, ensure that his bid qualify in all respects for the grant of the credit facilities existing between the two Governments.
22. **Bidder:** Supplies of only the established manufacturers shall be considered for acceptance. Suppliers shall state clearly whether the goods quoted are of their own manufacture or not and the Country of Origin. The Indian Agents shall be jointly responsible along with the Manufacturer for the entire contractual obligations relating to the supplies.
23. **General Specifications:** Deviation if any shall be clearly high-lighted, in the absence of which it would be taken for granted that the goods shall fully meet the specifications laid down in the tender document.



24. Purchase preference shall be applicable to Central Public Sector Units of Government of India as per Government directives/guidelines.
25. **Jurisdiction:** All questions, dispute or differences arising under, out of or in connection with this contract if concluded, shall be subject to the exclusive jurisdiction of the Court, in whose jurisdiction the place from which the Purchase order is issued is located.
26. MECL shall reserve the right to visit the sites where the bided models are in operation. Therefore, suppliers should furnish details of the users to whom the bided model are supplied.
27. **GUARANTEE/WARRANTY:** All goods must be guaranteed against faulty manufacture, deviations in specifications accepted or bad performance under normal operating conditions. Such guarantee must extend for a clear period of one year from the date of commissioning/deployment of the goods in field operations. In all cases of defective performance the guarantee of one year shall be operative from the date of defects are actually and wholly removed by the bidder and the goods are performing satisfactorily. Further again in all cases of faulty manufacture or defective specification or bad performance, free replacement of the defective parts or the whole unit shall be arranged by the supplier expeditiously and without any undue delay. Purchaser's decision shall be final in determining whether or not the goods are of faulty manufacture or defective specifications or whether or not these are giving bad performance, even though full opportunity shall be provided to the bidder or his authorized representative to explain the reasons thereof, if any.
28. Foreign currency exchange rate (TT selling rate) prevailing on the date of opening of the Price Bid shall be considered for evaluation of the bids in foreign currency.
29. (a) The bid can be submitted by the Indian Agent on behalf of the Principal / OEM or by the Principal / OEM itself, but both cannot bid simultaneously for the same item / product in the same tender. In such event, when Principal/OEM and Agent/Dealer submit bid for the same item/items, bid of Principal/OEM shall only be considered and bid of Agent/Dealer shall be ignored.
(b) If an Agent submits a bid on behalf of the Principal / OEM, the same Agent shall not submit a bid on behalf of another Principal / OEM in the same tender for the same item / product. In such event party has to confirm which bid is to be retained.
30. **Penalty against delayed delivery:**
The time and date of delivery of the stores stipulated in the order shall be deemed to be the essence of the contract. In case of delay in executions of the order beyond the delivery period stipulated in the order or any extensions sanctioned, the Company may at its option either:
 - (i) Recover from the bidders as liquidated damages as sum of 0.25% of the price of any stores not delivered for a week or part of week subject to maximum limit of 5% or
 - (ii) Purchase elsewhere on account and at the risk and cost of the supplier the material not delivered or
 - (iii) Cancel the contract, without prejudice to right under (i) & (ii) and also forfeit the earnest money/security deposit.
31. **VERY IMPORTANT:**
 - DOMESTIC BIDDERS: Bidders quoted in INR should indicate Basic rates inclusive of Packing&Forwarding , Freight and Insurance if applicable upto FOR destination plus applicable GST, separately as per BOQ format
 - FOREIGN BIDDERS: Bidders quoted in foreign currency should indicate Ex works price and (packing and forwarding charge, inland freight, documentation charge, handling charge per unit) upto FOB.
32. MECL reserves the right to accept or reject any or all bids without assigning any reasons thereof.
33. MECL reserves the right to place order for any quantity at a time on any bidder or number of bidders or not to place any order.
34. As the bidders are submitting their bid through their Digital Signature Certificate (DSCs) in CPP portal, therefore it will be considered that the uploaded bid/ tender document including GENERAL TERMS & CONDITIONS; SPECIAL CONDITIONS, IMPORTANT



CONDITIONS/INSTRUCTIONS AND ANNEXURES etc. are digitally signed as token of acceptance by bidder and also shall be legally binding on them. Additionally the bidders have to upload/ submit a physically signed undertaking with their part-I bid that the tender document including GENERAL TERMS & CONDITIONS; SPECIAL CONDITIONS, IMPORTANT CONDITIONS/INSTRUCTIONS AND ANNEXURES etc. are acceptable to them (As per enclosed undertaking proforma).

35. All bids are to be submitted on-line on the website of CPPP-NIC (www.eprocure.gov.in). No Bids shall be accepted off-line.
36. After receipt of Tender fee & EMD as per Clause-A of “Instructions to Bidders for on-line submission of bid”, the Techno-commercial bid will be decrypted and opened on-line on the scheduled date and time by the designated Bid Openers of MECL with Digital Signature Certificate (DSC).
37. After evaluation of Techno-commercial bid all the bidders will get the information regarding their eligibility on website. Thereafter, opening date and time of Price Bid will be confirmed through CPP Portal to all techno-commercially qualified bidders.
38. The Price Bid of the techno-commercially qualified bidders will be decrypted and opened on-line, on the scheduled date and time by the designated Bid openers of MECL with Digital Signature Certificate (DSC).
39. This uploaded bid document along with the General Terms & Conditions, Special Conditions, Instructions, Technical Specifications, Drawings (if any), other documents and subsequent corrigendum, amendments & addendum etc., shall be deemed as Complete bid and shall also form as part of the contract.
40. Bidders may please note: All correspondence related to this bid should be addressed to the GM/HOD (Procurement and Contract), MECL, Dr. Babasaheb Ambedkar Bhawan, Seminary Hills, Nagpur-440006, either by person or by post or by E-mail ID: hod-procure@mecl.co.in, as mentioned in the NIT only. MECL will not be responsible for any delay or non-receipt or non-compliance of any correspondence made through other than the aforesaid media.
41. Latest printed broucher/leaflet for the bided items if any should be attached with Part-(Techno-commercial) bid.

42. INTEGRITY PACT:

MECL as one of its endeavor to maintain and foster most ethical and corruption free business environment, have decided to adopt the integrity pact to ensure that all activities and transactions between the Company (MECL) and its counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/ Consultants etc.) are handled in a fair and transparent manner, completely free of corruption.

All the bidders shall agree to enter into an integrity pact with MECL at the time of submission of bids. Successful bidder shall submit duly executed Integrity Pact on Non-Judicial stamp paper of **Rs. 500** prior to signing of contract agreement/ supply order to the employer.

Bidder is required to digitally sign the Integrity Pact with MECL as per format in Annexure-B and terms and conditions enclosed with the tender. In case a bidder does not upload the digitally signed integrity pact with their DSC alongwith the Part- I of the bid, his bid shall be liable for rejection.

A person signing IP shall not approach the courts while representing the matters to IEMs and he / she will await their decision in the matter.

INDEPENDENT EXTERNAL MONITOR (IEM)

The following Independent External Monitor (IEM) has been appointed by MECL, in terms of Integrity Pact (IP) which forms part of MECL Tenders/Contracts valuing one crore and above.

Shri M.A.V Goutham
A-101, Majestic Heights
Behind Hill Road,



Gandhi Nagar, Nagpur- 440010
Mob: 9890305716
Res: 0712 2221864

43. **CONSIGNEE:** The HOD (S & D), MECL, Central Store Depot, G-16, MIDC Area, Hingna, Nagpur-28 India.
44. **Delivery schedule:** Delivery shall be the essence of the contract. Therefore, bidders should indicate/quote their minimum guaranteed delivery schedule in the (Part-I)bid. Delivery should be within 06 week or earlier from the date of opening of LC . Bidder should accept delivery schedule of the tender or improved delivery, failing which offer shall not be considered.

GM/HOD (PROCUREMENT & CONTRACT)



ANNEXURE-A
GUIDELINES TO BIDDERS FOR PARTICIPATION IN E-PROCUREMENT SYSTEM

In Order to participate in the bid please register in <https://eprocure.gov.in/eprocure/app>

- 1) Go to <https://eprocure.gov.in/eprocure/app> on right hand side below login button click on “Click here to enroll”
- 2) Put your login id i.e. Email Id, password and confirm password.
- 3) Please enter your valid email id as all the further communication will be done on the same.
- 4) Click on next.
- 5) Fill in the required information.
- 6) After filling all the information you will be redirected to the homepage i.e. <https://eprocure.gov.in/eprocure/app>
- 7) Put User Id and Password in the User login which is chosen during the Registration.
- 8) After logging in Bidder Dashboard screen appears.
- 9) Then click on the link “CLICK HERE TO REGISTER THE DIGITAL SIGNATURE CERTIFICATE”
- 10) Please ensure that the valid digital signature (Class II or III Certificate with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS/ nCode/ eMudhra etc.), with their profile should be used.
- 11) Then click on “Signing Certificate”
- 12) If warning message appears tick on “Always trust content from this publisher” and click on Run button.
- 13) Put your DSC in the USB drive wait for 5 sec.
- 14) Message will appear showing “DSC is enrolled successfully”.
- 15) Then under Certificate information tab your certificate details will appear showing the information about DSC type, validity and enrollment date.
- 16) Click on the next button.
- 17) Bidder Dashboard appears with all the left menus and icon enabled.
- 18) Then Logout by clicking the symbol on the right side.
- 19) Registration Process Over.

Participation in the bid Submission Process

- 1) Insert DSC e-token in USB port and go to <https://eprocure.gov.in/eprocure/app> put your user id and password and click on login button.
- 2) Then it will ask for DSC pin please enter it.
- 3) Then Click on my document icon.
- 4) It will show my document list
- 5) Click on the respective folder option and upload scanned copy of the respective documents.
- 6) Then click on “Search Active Tender” on left side of bid management window to search the MECL tenders.
- 7) Then follow the rest of procedure accordingly.

NOTE: Please note that the above guidelines are only indicative and is for on hand reference for bidders. For more details contact NIC e-procurement helpdesk Central Public Procurement Portal to [cphp-doe@nic.in](mailto:cppp-doe@nic.in), cphp-nic@nic.in or 24 x 7 Toll Free No.1800 3070 2232



COVER NO: 1

FORMAT OF COVER NOTE

(FORMAT FOR SUBMISSION OF TENDER FEE &EMD OR DGS&D/NSIC CERTIFICATE OFF-LINE IN THE LETTER HEAD OF BIDDER DIGITALLY SIGNED BY THE DSC HOLDER.)

REF:.....

DATED:.....

To:
The GM/HOD (PROCUREMENT & CONTRACT)
Mineral Exploration Corporation Limited,
Dr. Babasaheb Ambedkar Bhawan, Seminary Hills,
NAGPUR-440006 (Maharashtra) INDIA.

SUBJECT	Submission of Tender Fee &EMD or Copy of DGS&D/NSIC certificate.
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REFERENCE:	
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With reference to the tender under reference we would like to participate in the bid on-line. As per the instruction given in bid document, we are forwarding herewith the prescribed Tender fee &EMD as detailed below off-line. Copy of this letter, copies of Demand Drafts as detailed below will also be uploaded on the CPPP-NIC in the appropriate cover along with duly filled tender documents to enable you to open our bid.

DETAILS OF TENDER FEES SUBMITTED:

1	Amount of Tender Fee as per NIT	Rs.
2	Tender Fee submitted:	Rs.
	BG/ Demand Draft No:	
	BG/ DD Date	
	BG/ DD Valid up to	
	BG/ DD amount	Rs.
	BG/ DD drawn on (Name of Bank)	

DETAILS OF EMD SUBMITTED

1	Amount of EMD as per NIT	Rs.
2	EMD submitted:	Rs.
	BG/ Demand Draft No:	
	BG/ DD Date	
	BG/ DD Valid up to	
	BG/ DD amount	Rs.
	BG/ DD drawn on (Name of Bank)	

(Note: Separate Bank Drafts should be submitted for Tender Fee &EMD)

As we are registered with DGS&D/NSIC for the product we have quoted, we may please be exempted from submission of Earnest Money Deposit (EMD). Copy of DGS&D/NSIC certificate, duly notarized by PUBLIC NOTARY, is forwarded herewith as instructed in the bid. Copy of the same is also be uploaded on the CPPP-NIC in the appropriate cover. Tender Fee is submitted as detailed above.

DETAILS OF DGS&D/NSIC CERTIFICATE:

1	Registered DGS&D or NSIC	
2	Registration Certificate No. & Date	
3	Registration Certificate valid up to	

We hereby certify that the bided/quoted product against your bid under reference is covered under above registration (List of items attached) and entitled for EMD exception.

SIGNATURE OF DSC HOLDER WITH SEAL

(Copy of this cover note along with copies of DDs pertaining to Tender Fee & EMD or Notarized copy of valid DGS&D/NSIC certificates should be uploaded in the appropriate cover while submitting the tender on-line)



COVER NO: 2

(ANNEXURE-I)

MINERAL EXPLORATION CORPORATION LIMITED

(A Government of India Enterprise)

GLOBAL TENDER NO:106/GET/MECL/MM/PUR/PGC/113-A Dt.:11.03.2019

**GUARANTEED TECHNICAL REQUIREMENT (GTR) FOR
MICROPROCESSOR CONTROLLED LAND GRAVIMETER**

S. No	Specification	Technical Requirement of MECL	Offer of the firm	Deviation (If any)
1.	Sensor Type	Fused Quartz using electrostatic nulling		
2.	Reading Resolution	1 micro-Gal		
3.	Standard Deviation	less than 5 micro-Gals		
4.	Operating Range	Worldwide (minimum 8000 mGal without resetting).		
5.	Residual Long-Term Drift (Static)	Less than 0.02 mgal/day		
6.	Automatic Corrections	Tide, Instrument Tilt, Temperature, Noise, Drift and Seismic Noise.		
7.	GPS compatibility	In-built GPS with accuracy- Standard: < 15m.and DGPS (WAAS):<3m		
8.	Display	Digital Display		
9.	Power source	Suitable Rechargeable Battery with suitable charger to be provided with the Instrument.		
10.	Operating Temperature	From 0°C to + 45°C		
11.	Digital Data Output	Through USB and Bluetooth		
12.	Accessories	Tripod with stand, two additional Rechargeable batteries. One additional Smart Charger for charging battery kept outside, carrying bag, USB dump cable, spare parts kit, plug adapter kit.		
13.	Certificate	Certificate should be provided at the time of delivery that supplied Gravimeter is new and not used earlier		
14.	Commissioning & Training	The equipment should be commissioned by the Manufacturer/ supplier at MECL, Nagpur and impart training for two days free of cost.		
15.	Warranty/ Guarantee	Should be provided for minimum one year from the date of commissioning.		
16.	Delivery Schedule	Within 6 weeks from the opening of Letter of Credit		



SPECIAL NOTE:

- Bidder must fill / complete the “Guaranteed Technical Requirements”, in all respect, as per given Annexure-I. Bid without duly completed GTR ANNEXURE-I is liable to be rejected and detailed Technical bid will not be evaluated (The entire columns in the above GTR should be filled. In column No. 4 bidders should specifically mention the details of the product they are bidding. Phrase like Complied, OK, Agreed, Provided etc. should be avoided).



COVER NO: 3

MINERAL EXPLORATION CORPORATION LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)

PART-I (TECHNICAL & COMMERCIAL BID)

GLOBAL TENDER NO	106/GET/MECL/MM/PUR/PGC/113-A	DATE	11.03.2019
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DUE ON	29.04.2019
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NAME & ADDRESS OF THE BIDDER

ITEMS REQUIRED AND ITS DETAILED SPECIFICATIONS

Sl. No.	Item	Qty. Nos.	Detailed Guaranteed Technical Requirement (GTR) & Technical specification as indicated in
1	MICROPORCESSOR CONTROLLED LAND GRAVIMETER	1 No	Annexure I & II



COVER NO: 3

MINERAL EXPLORATION CORPORATION LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

GLOBAL TENDER NO: 106/GET/MECL/MM/PUR/PGC/113-A, DATED:11.03.2019

COMMERCIAL TERMS

FOR FOREIGN SUPPLY IN FOREIGN CURRENCY

(Should be submitted with Part-I tender)

S/N	Terms	Confirmed by bidder
1.	Name of currency in which price quoted	
2.	Name of Country of shipment	
3.	Name of Port of shipment	
4.	Indian Agency commission, if any & Rate of commission	
5.	Name of authorized Indian Agent (Attach documentary evidence)	
6.	Accredited Indian agent's Registration with DGS&D (Government of India) should be attached with Part-I bid. If registration is not applicable, confirmation on that regard should be provided.	
7.	Confirmation for submission of EMD, Security deposit & Performance Guarantee as per SPECIFIC TERMS & CONDITIONS of the tender)	
8.	Delivery Schedule	
9.	Guarantee/Warranty (Confirm our standard Guarantee/Warranty as per SPECIFIC TERMS & CONDITIONS of the tender)	
10.	Validity of the bid (Confirm our standard condition as per SPECIFIC TERMS & CONDITIONS of the tender)	
11.	PAYMENT (Confirm our standard condition as per SPECIFIC TERMS & CONDITIONS of the tender)	
12.	Installation and training (Confirm our standard condition as per SPECIFIC TERMS & CONDITIONS of the tender)	
13.	<u>Performance Bank Guarantee(Confirm as per Clause No. 18 (c) of SPECIFIC TERMS & CONDITIONS.)</u>	
14.	Integrity pact (Confirm as per clause no. 42 of SPECIFIC TERMS & CONDITIONS)	

Note:

1) Freight & Insurance charges shall be borne and paid by MECL in Indian Rupees.



COVER NO: 3

MINERAL EXPLORATION CORPORATION LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
GLOBAL TENDER NO: 106/GET/MECL/MM/PUR/PGC/113-A, DATED:11.03.2019
COMMERCIAL TERMS
FOR INDIGENOUS SUPPLY IN INDIAN RUPEES
(Should be submitted with Part-I tender)

S/N	Terms	Confirmed by bidder
1.	F.O.R (Should indicate delivery destination)	MECL, CSD, G-16, MIDC Area, Hingna, Nagpur-440028
2.	DELIVERY PERIOD	
3.	VALIDITY PERIOD (Confirm our standard condition as per SPECIFIC TERMS & CONDITIONS of the tender)	
4.	GUARANTEE/WARRANTY	
5.	DISCOUNT IF ANY	
6.	Confirmation for submission of EMD, Security deposit & Performance Guarantee as per SPECIFIC TERMS & CONDITIONS of the tender	
7.	Installation and training (Confirm our standard condition as per SPECIFIC TERMS & CONDITIONS of the tender)	
8.	PAYMENT CONDITION FOR INDIGENOUS SUPPLY: <u>Our standard payment terms are as under:</u> PAYMENT (Confirm as per Clause No. 19 of SPECIFIC TERMS & CONDITIONS.) Firms should confirm acceptance of above payment condition	
9.	Performance Bank Guarantee(Confirm as per Clause No. 18 (c) of SPECIFIC TERMS & CONDITIONS.)	
10.	Integrity pact (Confirm as per clause no. 42 of SPECIFIC TERMS & CONDITIONS)	



COVER NO: 3

MINERAL EXPLORATION CORPORATION LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)

GLOBAL TENDER NO: 106/GET/MECL/MM/PUR/PGC/113-A, DATED: 11.03.2019

GST DETAILS FOR INDEGINIOUS BIDDER

1.	Name:	
2.	Address (As per registration with GST):	
3.	City:	
4.	Postal Code:	
5.	Region/ State (Complete State Name):	
6.	Pan Number:	
7.	GST ARN No. (Acknowledgement Attached):	
8.	GSTIN Provisional ID No. (Acknowledgement Attached):	
9.	Type of Business (As per Registration with GST):	
10.	Contact Person:	
11.	Phone Number:	
12.	Mobile Number:	
13.	Email ID:	
14.	Service Accounting Code/ HSN Code:	

DATE:.....



COVER NO: 3

ANNEXURE-II
MINERAL EXPLORATION CORPORATION LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
PART-I (TECHNICAL & COMMERCIAL BID)

GLOBAL TENDER NO: 106/GET/MECL/MM/PUR/PGC/113-A, DATED: 11.03.2019
TECHNICAL SPECIFICATIONS OF MICROPROCESSOR CONTROLLED
LAND GRAVIMETER

S N	Specification	Technical Requirement of MECL
1.	Sensor Type	Fused Quartz using electrostatic nulling
2.	Reading Resolution	1 micro-Gal
3.	Standard Deviation	less than 5 micro-Gals
4.	Operating Range	Worldwide (minimum 8000 mGal without resetting).
5.	Residual Long-Term Drift (Static)	Less than 0.02 mgal/day
6.	Automatic Corrections	Tide, Instrument Tilt, Temperature, Noise, Drift and Seismic Noise.
7.	GPS compatibility	In-built GPS with accuracy- Standard: < 15m.and DGPS (WAAS):<3m
8.	Display	Digital Display
9.	Power source	Suitable Rechargeable Battery with suitable charger to be provided with the Instrument.
10.	Operating Temperature	From 0°C to + 45°C
11.	Digital Data Output	Through USB and Bluetooth
12.	Accessories	Tripod with stand, two additional Rechargeable batteries. One additional Smart Charger for charging battery kept outside, carrying bag, USB dump cable, spare parts kit, plug adapter kit.
13.	Certificate	Certificate should be provided at the time of delivery that supplied Gravimeter is new and not used earlier
14.	Commissioning & Training	The equipment should be commissioned by the Manufacturer/ supplier at MECL, Nagpur and impart training for two days free of cost.
15.	Warranty/ Guarantee	Should be provided for minimum one year from the date of commissioning.
16.	Delivery Schedule	Within 6 weeks from the opening of Letter of Credit

IMPORTANT NOTE:

All the essential items required to run the microprocessor controlled proton magnetometer effectively should be provided and included in the cost. The bidder has the right to reject the entries if the tender documents are not filled strictly in accordance.

GM/HOD (PROCUREMENT & CONTRACT)



COVER NO: 3

GLOBAL TENDER NO: 106/GET/MECL/MM/PUR/PGC/113-A, DATED: 11.03.2019

REQUIREMENT OF PERFORMANCE BANK GUARANTEE

Successful bidder will have to furnish a Performance Bank Guarantee equal to 10% value of the order from Nationalized Bank or PSU Bank and should be en-cashable at Nagpur in the given format, alongwith supply of the item. The Performance Bank Guarantee should remain valid for 15 months (12 months for warranty +3 months of claim period)from the date of acceptance of items. On the satisfactory completion of the contract in all respect, the Bank Guarantee will be returned to the bidder without any interest.

Furnishing Performance Bank Guarantee, as stated above, shall be within the scope and obligation of the supply contract. Therefore, bidders should confirm acceptance of the Performance Bank Guarantee clause in their Techno-commercial (Part-I) bid.

GM/HOD (PROCUREMENT & CONTRACT)

Whereas Mineral Exploration Corporation Limited (hereinafter called the PURCHASER) has placed Purchase Order No.....dated.....against Tender No.....dated.....with M/s.....(hereinafter called the VENDOR) supply of.....

Whereas it is one of the conditions of the Order that the VENDOR shall make advance payment of Rs.....(Rupees.....) being 10% as Security Deposit/Performance Guarantee as per the terms of the order in the form of Bank Guarantee.

In consideration of the VENDOR having agreed to pay to the PURCHASER such advance payment as aforesaid in accordance with the terms of the order, we undertake that we in the event of VENDOR failing to deliver the materials in accordance with the conditions of the order pay to the PURCHASER any sum or sums which may from time to time be demanded by the PURCHASER up to a maximum of Rs.....(Rupees.....) being the amount of advance payment, which at the date of the demand by the PURCHASER has been paid as aforesaid and which has not under the terms of this undertaking being reimbursed.

We,.....do hereby undertake to pay the amount demanded under this Guarantee without any demur merely on a demand from the PURCHASER. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee.

We undertake to pay to the PURCHASER any money, so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be valid discharge of our liability for payment thereunder and the VENDOR shall have no claim against us for making such payment.

We, further agree that the guarantee herein obtained shall remain in full force until (a) payment has been made to the PURCHASER by the Bank of the aggregate amount payable hereunder or (b) delivery of all the items of the PURCHASER'S order aforesaid has been made to the PURCHASER in accordance with the conditions of the order, and the PURCHASER discharges the guarantee accordingly, whichever shall first occur.

We,.....further agree with the PURCHASER that they shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder, grant time or other indulgence to or compound with the VENDOR or enter into any Agreement or composition or agree to forbear or forbear to enforce any of the terms and conditions of the said order against the VENDOR or agree to vary any of the terms and conditions of the said order or by any such matter or thing which under the law relating to sureties, but for this provision, have the effect of so relieving us.

This Guarantee shall not be affected by any change in the constitution of the Bank of the PURCHASER or the VENDOR nor shall this Guarantee be affected by any change in the constitutions of PURCHASER or the VENDOR by absorption with any other body or corporation and this Guaranty shall be available to or enforceable by such body or Corporation.

Our Guarantee shall remain in force until unless a claim or demand is made within 12 months after the expiry of the above date, all the PURCHASER'S rights under the Guarantee shall be deemed as waived/forfeited and we shall be relieved and discharged from all liabilities thereafter.



Notwithstanding anything contained hereinbefore, our liability under this Guarantee shall be limited to an amount not exceeding Rs.....(Rupees.....)

Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank addressed as aforesaid and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post and in proving such notice when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and certificate signed by any officer of the PURCHASER that the envelope was so posted, shall be conclusive.

We.....lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the PURCHASER in writing.

Dated this

Notwithstanding anything contained in any law for the time being in force or Banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of guarantee can be made only by the beneficiary directly.

Notwithstanding anything contained herein above:

a. Our Liability under this Guarantee is restricted to Rs.,.....(Rupees
..... Only)

b. This Bank Guarantee shall be valid upto(Date of expiry of Bank Guarantee) as per the Termagreed in the contract.

c. We are liable to the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve up on us a written claim or Demand within its validity i.e., on or before (date of expiry of Bank Guarantee).

For
Name of the Bank:
Seal of the Bank:

(Signature, Name and Designation
of the authorized signatory)

Dated this



TENDER NO: 106/ET/MECL/MM/PUR/PGC/113-A DATED: 11.03.2019

In compliance to guidelines of the Central Vigilance Commission, for contract works exceeding Rs. 1 (one) crores , an integrity pact shall be signed between the contractor and MECL as under:-

INTEGRITY PACT

On this _____ day of _____ 2019, at Nagpur in presence of following two witness, this Integrity Pact is executed between:

Mineral Exploration Corporation Limited hereinafter referred to as “The Principal/MECL” and _____ hereinafter referred as “The Bidder/Contractor” (Which expression shall include all its partners/ directors, agent, representative, servants, sub-contractors, (whatever permitted/permisible) & successor in interest etc. including all persons claiming through it.

Whereas, it has been directed by Ministry of Mines, New Delhi and Central Vigilance Commission, New Delhi that Government of India undertakings shall execute Integrity Pact with the Contracting Parties/ Bidders in all forthcoming Contracts/ Tender Process above prescribed/ specified value of Rs. 1 Crore, it is necessary to execute Integrity Pact between such parties. Pursuant thereto, the present Integrity pact is being executed.

The terms and conditions of the Integrity Pact are as under:

Commitment of MECL
Section-I

Being the Principal, MECL commits itself to take all necessary steps to prevent corruption & unethical practices and bring transparency in all the processes through the following commitments:-

- A) No official of the Principal, (MECL), personally or through family will accept or demand any gratification, for which he/she is not entitled from any of the counter/contracting parties.
- B) The Principal, (MECL) during the tender process, will treat all the bidders/tenderer equally and provide level playing fields to all.
- C) The Principal, (MECL) commits to provide to all bidders the same information.
- D) The Principal, (MECL) will not make available any confidential information to any of the bidder which will give him an edge over the others.
- E) The Principal, (MECL) will make public the details of contract awarded.
- F) The Principal, (MECL) will exclude any of the officials who is found prejudice or have conflict of interest in dealing with bidders.
- G) The Principal (MECL) will take appropriate disciplinary action, as per prescribed Rules, against its official if found guilty of breach of commitment.

Commitment of Bidders
Section-II

The Bidder/Contractor commits himself to take all necessary measures nor to invoke in any type of corrupt practice during the Tender process as well as Execution of Contract including the following:-

- A) The Bidder/Contractor will not bid or promise to bid to any of the MECL's employee the gratification/benefit for which he/she is not legally entitled to get undue favor/advantage or information related to Tender process or during Execution of the Contractor.
- B) The Bidder/Contractor will not enter into Agreement with other Contenders/Contractors to derail/disturb fair Tender Process like price fixing or other unethical understanding like Cartel Formation.



- C) The Bidder/Contractor will not pass on to others the confidential information provided by MECL as a part of Tender documents/ Contracts.
- D) The Bidders/ Contractors will not disclose about all the payments made to the agents/ intermediaries, wherever such arrangement is permissible, in connection with the award of Contract/ Tender Process.
- E) The Bidder/ Contractor will immediately inform MECL, if asked to pay any illegal gratification or bribe, in violation of this integrity pact, by any of MECL's employee or comes to know any illegal payment made to any of the employee. The Bidder/ Contractor will do not do any Act by way of commission or omission which may defeat the spirit behind the present Integrity Pact.
- F) The Bidders/Contractors of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidders/ Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidders/ Contractors. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure-A.

Violation and Penalties

Section-III

The Bidder/Contractor, if found to violate the clause of the Integrity Pact, will be liable to the following penalties:-

- A) The MECL will be entitled to disqualify the Bidder/ Contractor from Tender Process.
- B) If after award of Contract, the bidder is found guilty of breach of the Integrity Pact, MECL will be entitled to terminate the contract.
- C) The MECL will have right to disqualify the default Bidder/ Contractor for participation in future contracts of the Principal (MECL) for a certain period or black list it permanently depending upon seriousness of offence.
- D) The MECL, if the contract is terminated due to violation of the Integrity Pact on part of Bidder/ Contractor, will be entitled for material damages as decided by the MECL Management and will be binding to all. The Principal (MECL) will also have right to forfeit the Security Deposit.
- E) The CMD of the Principal will be the final Authority in respect of the aforesaid clauses of Violation and Penalties. The decision taken by CMD of the Principal (MECL) shall be final and acceptable and would not be amendable to any challenge.
- F) If the Bidders/Contractors, before award or during execution has committed a transgression through a violation of Section-II, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders/Contractors from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of Business dealings". Copy of the " Guidelines on Banning of Business dealings" is annexed and marked as Annexure-B

Independent Monitor

Section-IV

- A) CMD, of the Principal (MECL) may/ will appoint Independent Monitor who are suitably qualified and experienced and are of impeccable integrity to oversee the implementation of the Integrity Pact in cases wherever he feels necessary to do so. The decision taken in this behalf by CMD, MECL shall be final and conclusive and will be agreeable to both the parties. Such decision, about the appointment of Independent Monitor shall not be amendable to challenge on any ground whatsoever. The independent Monitors will be non-salaried having voluntary status and will have benefits of Independent Directors.



- B) The Independent Monitors will not have administrative or enforcement power and submit his non-binding suggestions or recommendations to the Management of MECL when he observes violation or deviation of any conditions of the Integrity Pact.

General Conditions

Section –V

- A) This agreement is subject to Indian Laws. Place of execution & performance of this Integrity Pact shall be Nagpur. Any dispute rising out of Integrity Pact shall be subject to exclusive jurisdiction of the Courts at Nagpur only.
- B) The Bidder / Contractor will undertake from all subcontractors about the commitment to implement the Integrity Pact in letter & spirit and submit to MECL the said undertaking before sub-contracting the work wherever permitted.
- C) The Bidders/ Contractor, who do not sign the Integrity Pact, will not be entitled to participate in the Tender Process or continue with the contract.
- D) The Agreement will commence into force when MECL & Bidder/ Contractor sign it and will come to end twelve months after the last Payment.
- E) The Bidders/ Contractor is a Partnership Firm or Association of persons, the Agreement must be signed by all Partners or should be signed by his/ their Authorized representative.
- F) MECL will periodically review the effectiveness of the Integrity Pact by conducting 360 degree review with concerned executive & Bidder/ Contractor.
- G) Should one or some of the provision of this Integrity Pact turn out to be invalid the reminder clauses of this Agreement shall remain valid.

On behalf of the Principal/MECL
With Official Seal
Place:
Date:
Witness no 1 _____
Designation/Occupation _____
Address:

On behalf of Bidder/Contractor
With Official Seal
Place:
Date:
Witness no 2 _____
Designation/Occupation _____
Address:



COVER NO: 3

MINERAL EXPLORATION CORPORATION LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
HEAD OFFICE: Dr. Babasaheb Ambedkar Bhawan, Seminary Hills, Nagpur-440006
PROCUREMENT DIVISION

GENERAL TERMS AND CONDITIONS

- 1) **DEFINITIONS:** PURCHASER' shall mean M/s. Mineral Exploration Corporation Limited. BIDDER shall mean the person, firm or corporation to whom this purchase Order is issued. The terms BIDDER includes its successors and assigns. ORDER' shall mean this Purchase Order and all its attachments and exhibits. GOODS and/or 'MATERIALS' shall mean the articles, materials, machinery, Equipment, supplies, drawings data sheets and other property and all services including design, delivery, installation, inspection, testing and commissioning specified or required to complete the order.
- 2) **ACCEPTANCE OF ORDER:** This order shall be subject to these general terms and conditions and any additional/Specific conditions referred to in the order and no deviation shall be made from the requirement of the order or from the general terms and conditions unless such deviations be approved in writing by the Purchaser.
- 3) **DEVIATIONS:** This order shall be subject to these general terms and conditions and any additional/Specific condition referred to in the order, and no deviation shall be made from the requirement of the order or from the general terms and conditions unless such deviations be approved in writing by the Purchaser.
- 4) **ASSIGNMENT AND SUBLETTING:** Except with prior written permission of the Purchaser, the BIDDER shall not assign this order or any part to any other manufacturer/vendor/contractor.
- 5) **RIGHTS OF CANCELLATION:** The Purchaser reserves the right to cancel this Purchase Order or any part thereof and shall be entitled to rescind the contract wholly or in part by written notice to bidder if :
 - i. Where there has been material change in the specifications.
 - ii. Where bids received do not fulfill the required specifications laid down in the Tender Notice even after techno-commercial clarification.
 - iii. Where the price quoted appears to be unreasonably high or ring prices seem to have been quoted and there is possibility of getting lower rates.
 - iv. Where there is sudden slump in the price of material in question after opening of bids.
 - v. Requirement ceases to exist.
 - vi. Any other reason in the interest of the Company such as:
 - a. The BIDDER does not adhere to any terms and conditions of the Purchase Order including general and special terms and conditions.
 - b. The BIDDER fails to deliver the goods in time and or fails to replace the rejected goods promptly.
 - c. The quality of the part supply received is poor or not in conformity with the requirement.
 - d. The BIDDER attempts for any corrupt practices.
 - e. The BIDDER becomes bankrupt or goes into liquidation.
 - f. The BIDDER makes a general assignment for the benefit of creditors; and
 - g. A receiver is appointed for any of the property owned by the BIDDER.

Upon receipt of said cancellation notice, the BIDDER shall discontinue all work on the Purchase Order and matters connected with it.

The Purchaser in that event will be entitled to procure the requirement in the open market and recover the excess payment over the BIDDER'S agreed price, if any, from the BIDDER.
- 6) **DELAY OR NON-DELIVERY:** The time and date of delivery of the stores stipulated in the order shall be deemed to be the essence of the contract. In case of delay in executions of the order beyond the delivery period stipulated in the order or any extensions sanctioned, the Company may at its option either (i) recover from the bidders as liquidated damages a sum of 0.25% of the price of any stores not delivered for a week or part of week subject to maximum limit of 5% or (ii) purchase elsewhere on account and at the risk and cost of the bidder the material not delivered or (iii) cancel the contract, without prejudice to the right under (i) and (ii) and also forfeit the earnest money/security deposit.
- 7) **FORCE MAJEURE:** Force Majeure shall mean and be limited to the following :
 - a) Any war or hostilities.
 - b) Any riot or civil commotion; natural physical disaster, impossibility of the use of any Railway, Port, Airport, Shipping services or other means of transport, power failure etc.



- c) Any strike or lock out (only those exceeding 10 continuous days in duration) affecting the performance of the Bidder's/Purchaser's obligations.
- 8) **EMD / SECURITY DEPOSIT (SD):** EMD/SD furnished by the bidder, for the due fulfillment of the contract, will bear no interest and will be returned only after the contract has been completed to the entire satisfaction of the Company subject to such deduction that may deem fit at the discretion of the Company in case of non-fulfillment of any or all terms of contract. EMD of unsuccessful bidders shall be refunded after finalization of tender.
 - 9) **INSPECTION AND EXPEDITING.** Inspection will be at MECL, Central Store Depot, G-16, MIDC Area, Hingna, Nagpur-28 unless otherwise stated in the Purchase Order. If purchase order specifically mentions Purchaser's inspection at firms place then the BIDDER shall advise the PURCHASER in writing at least 15 days in advance of the date when the materials will be ready for inspection. The bidder shall have to extend all sorts of facilities for inspection at their premises without any additional cost. The inspection by the PURCHASER will however, not absolve the seller of his responsibility of quality and workmanship of the materials covered under the order. The PURCHASER shall have right to get the stores inspected by any external agencies/consultant.
 - 10) **REJECTED MATERIALS.** All rejected materials shall lie at bidder's risk and company shall have the right to recover from the bidder all cost of storage, packing, forwarding, return freight etc. in respect of any rejected material not collected by the bidder within a reasonable time.
 - 11) **PATENT RIGHTS:** The SELLER shall fully indemnify the PURCHASER, its customers and users, against any action, claim or demand, costs or expenses, arising from or incurred by reason of any infringement or alleged infringement of letters, patent, trade mark or name, copyright or other protected rights in respect of any materials supplied. All royalties and the like payment shall be paid directly by the BIDDER.
 - 12) **SPECIFICATIONS:** All materials or equipment shall be supplied strictly in accordance with the specification, drawings data sheets, other attachments and conditions stated on the order. No deviations from such specifications or alterations of these conditions shall be made without the PURCHASER'S agreement in writing which must be obtained before material is taken up for manufacturing.
 - 13) **TRANSIT RISK INSURANCE:** The transit risk insurance from the BIDDER'S Workshop or place upto the time of delivery to the PURCHASER'S site office shall be covered by the BIDDER unless otherwise specified in the Purchase Order.
 - 14) **GOVERNMENT LAW AND JURISDICTION:** The Courts of the place from where the acceptance of bid is issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
 - 15) **CORRESPONDENCE:** All correspondence concerning the order shall state the order number and item number and shall be submitted in duplicate addressed to the concerned Unit of Mineral Exploration Corporation Limited for attention of Materials Manager.
 - 16) **DOCUMENTATION:** Documentation shall be submitted as called for in the order.
 - 17) **ORIGIN AND TEST CERTIFICATE:** The BIDDER will supply copies of Test Certificate for materials and equipment as called for in the order. Such certificates shall clearly state the PURCHASER'S Order Number, item and equipment number.
 - 18) **FIXED PRICE/REVISION IN PRICE:** Unless otherwise stated on the order, all prices shall be fixed for the duration of the order and shall not be subject to escalation of any description notwithstanding any change in the cost of materials and/or labour which may take place while the order is being carried out, even though it might be necessary for the order for any reason whatsoever to take longer than the delivery periods indicated in the order.
 - 19) **PACKING AND DESPATCH:** All packing, boxing, crating and protection shall conform to the specifications or requirements of the Railways/Transport Authorities. The BIDDER shall be held liable for damage or breakage to the goods due to defective or insufficient packing.
 - All fragile and all exposed parts will be packed with care and the packages shall bear the words: localities from and to, which it is consigned.
 - All threaded fittings shall be greased and provided with plastic cap.
 - All manufactured surfaces shall be painted with rust proof paint.
 - All small pieces shall be packed in cases.



All packages that required special handling and transport should have their centers of gravity and points at which they may be gripped clearly indicated and marked fully “ATTENTION SPECIAL LOAD HANDLE WITH CARE “ both in English and the language of the localities from/to which they are consigned.

On three sides of the packages the following marking shall appear clearly visible and in indelible paints and at bidder's cost and expenses.

From-Bidder-FOR Destination-Order Reference-Bill of material-Net Weight (Metric)-Gross Weight (Metric)-Case Nos. of total cases-Dimension & Measurements.

- 20) **DISPATCH / DELIVERY:**All goods shall be dispatched by rail/road/air freight to pay/freight paid and the Railway Receipt/Lorry Receipt/Air Consignment note shall be posted to the concerned Materials Manager of M/s. Mineral Exploration Corporation Limited. All local deliveries shall be made to the Incharge (Stores) at the factory site/city godown.
- 21) **SHIPPING/DISPATCH DOCUMENTS:**The shipping/dispatch documents will consist of:
(i) Challan-3 copies (ii) Packing list-3 copies (iii) Test/Guarantee Certificate-3 copies (iv) Invoice-3 copies Railway/Lorry Receipt in original and two photocopies.
- 22) **INVOICING:** Three sets of documents like Invoice, Challan, Packing list, copy of RR/LR etc should be sent to the PURCHASER immediately after dispatch has been made for release of payment. In case of payment through bank, the original set may be routed through the concerned bank and the balance two sets to be dispatched for the attention of HOD(S&D), Nagpur immediately after dispatch for retirement of the documents from Bank.
- The invoice shall show clearly whether they cover 'part order', 'balance order' or 'complete order' and shall include the item number as well as the order number. Net prices shall be shown on invoices. Cash discounts shall be described, as such each invoice shall show advance and progress payments, which have been previously received by the BIDDER.
- 23) **WARRANTY / GUARANTEE:** Vendor shall warrant to PURCHASER and its consultant that the goods supplied shall give the required operational performance, shall be suitable for the service intended and be of the quality specified or of the best grade of their respective varieties if no quality is specified and shall conform to the specifications, drawings, samples and other descriptions contained in the Purchase Order.
- Vendor shall guarantee PURCHASER and its consultant and their authorized representatives against any and all defects in design workmanship, materials and performance of (12) twelve months of operation or two years from the date of acceptance of the goods by the PURCHASER whichever period ends earlier. Should any defect develop during guarantee period, it shall be remedied promptly free of charge by the Vendor and all expenses for transportation of goods necessitated for such repairs or replacement shall be borne by the Vendor. The guarantee period for the replaced goods shall be twelve months. The goods unless otherwise expressly stated herein are ordered by PURCHASER in reliance of all the warranties and guarantees specified herein and implied by law or usage of trade.
- Acceptance of goods by PURCHASER its CONSULTANT or their authorized representatives shall not release Vendor from responsibilities arising out of the above mentioned guarantees and warranties.
- 24) **CONFLICT AMONG ORDER TERMS AND CONDITIONS:** In case of any conflict between those general terms and conditions of the order and the special conditions agreed to for a particular order the later shall prevail to the extent applicable.
- 25) **WEIGHTS AND MEASUREMENTS:** All weights and measurements recorded by PURCHASER on receipt of goods at site will be treated as final.
- 26) **ARBITRATION:**In case of any dispute or difference arising out of the contract, which can not be resolved mutually between MECL and Seller, it shall be referred to a Sole Arbitrator to be appointed by the CMD, MECL. The CMD, MECL shall communicate/cause to communicate, a panel of three names of persons to Seller/MECL as the case may be in this regard within 30 (thirty) days of notice of arbitration by the Seller/MECL as the case may be, to select any one of them to be appointed as the Arbitrator. In case Seller/MECL as the case may be has not communicated its selection as above within thirty days, CMD, MECL will appoint any one of the persons from the panel as a Sole Arbitrator. The Arbitrator shall give a reasoned and speaking award. The award of the Arbitrator shall be binding on both the parties. The venue of arbitration shall be at Nagpur. In case of any vacancy another Arbitrator will be appointed in the same manner as above. The Arbitration and Conciliation Act, 11006 and rules made there under shall apply to the Arbitration Proceedings.



- 27) **JURISDICTION:** The contract shall be governed by and construed according to the laws in force in India and subject to exclusive jurisdiction of the Courts of Nagpur only.
- 28) **IMMUNITY TO GOVERNMENT OF INDIA:** It is expressly understood and agreed by and between the Bidder and Purchaser i.e. Mineral Exploration Corporation Limited (A Government of India Enterprise) that M/s. Mineral Exploration Corporation Limited is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that M/s. Mineral Exploration Corporation Limited is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable Laws of India and general principles of Contract Law. The Bidder expressly agrees, acknowledges and understands that M/s. Mineral Exploration Limited is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, the bidder hereby expressly waives, releases and foregoes any and all actions or claims including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue the Government of India as to any manner, claims, cause of action or thing whatsoever arising of or under this agreement.



PROFORMA FOR SUBMISSION OF PHYSICALLY SIGNED UNDERTAKING BY BIDDER

**MINERAL EXPLORATION CORPORATION LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)**

TENDER NO:	106/GET/MECL/MM/PUR/PGC/113-A	DATE	11.03.2019
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Undertaking to be submitted by the bidder

(To be uploaded alongwith Part-I techno-commercial bid)

Date.....

To
The Head of Department (HOD), Procurement & Contract
Mineral Exploration Corporation Limited (MECL)
Dr. Babasaheb Ambedkar Bhawan.
Seminary Hills, Nagpur – 440006

Sir,

Subject: Undertaking on acceptance of tender terms and conditions.

I/ We do hereby undertake that all the tender conditions including General terms and Conditions / Special Conditions/ Important Conditions/ Instructions/ Annexures including Annexure-B (i.e. Integrity pact as per applicability) are acceptable to us and the same has been uploaded on CPP portal digitally signed.

Yours faithfully,

Authorized Signatory
(To be physically signed by the bidder)

Designation

Company Seal



COVER NO: 4

MINERAL EXPLORATION CORPORATION LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)

PRICE BID

GLOBAL TENDER NO	106/GET/MECL/MM/PUR/PGC/113-A	DATE	11.03.2019
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INSTRUCTION FOR SUBMISSION PRICE BID UNDER COVER NO.4 SECTION THROUGH BOQ FORMAT

1. Price Bid Format is provided in a standard BOQ format (.xls File) which has been provided with the bid document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their Financial Bid (Price Bid) in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the unprotected/accessible cells with their respective financial quotes and other details (such as name of the bidder etc.). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename.
2. Evaluation of the bid should always be on "F.O.R. DESTINATION (MECL) BASIS". Therefore, domestic bidders should include the prices of insurance, freight, packing and forwarding, any other charges in basic cost only and fill the BOQ 1 accordingly. Therefore E-way bill etc. as per GST applicability and other government rules and regulations will be within the scope of supply.
3. All accessible/ permissible Columns/Cells in the Price Schedule (BOQ) should necessarily be filled by the bidders with numerical figures only. These columns should not be left blank or filled with letters or characters other than numerical figures, failing which BOQ shall be invalid. **In case any components of these columns are inclusive or not applicable then a zero (0) value is to be entered.**
4. All the quoted value in the accessible/ permissible Columns/Cells in the Price Schedule (BOQ) shall be unit prices or on each unit basis. Therefore, amount indicated in these columns shall invariably be treated as unit price or each unit only.

VERY IMPORTANT

- There are two BOQ in the tender namely :-
BOQ1 – For quoting in INR for any or all items.
BOQ2 – For quoting in Foreign Currency for any or all items.
- Bidders quoting in **INR** should fill **BOQ1** sheet in respective column and fill **zero** in basic price column for same item in **BOQ2** sheet.
- Bidders quoting in **FOREIGN Currency** should fill **BOQ2** sheet in respective column and fill **zero** in basic price column for same item in **BOQ1** sheet.
- **Goods and Services that the bidder will supply from the Purchaser's country, the prices for the same shall be quoted in INR and the payment of the same will be made in INR.**
- Evaluation of the bids shall be made manually based on the Tender Evaluation Procedure mentioned at Page No. 10 for both Indian & Foreign Bidder. System generated Comparative statement will not be considered.
- Based on filled **BOQ1** and **BOQ2** comparative chart will be prepared manually.
- Lowest Bid (L1 firm) shall be decided based on the comparative statement prepared manually.

Bidders should take utmost care while filling and submission of the Price Bid in BOQ formats. MECL or CPPP-NIC will not be responsible for any error, omission and mistakes committed by the bidder in BOQ.

GM/HOD (PROCUREMENT & CONTRACT)