

**MOIL LIMITED**

(A Government of India Enterprise)  
 “MOIL BHAWAN”, 1-A, Katol Road, NAGPUR – 440 013.

**Contract Management Cell**

**OFFICE OF Chief (Mtls.) CMC,**  
 PHONE NO. +91 712 2806130,  
 Website: www.moil.nic.in – CIN No.L99999MH1962GOI012398  
 Email:dmb@moil.nic.in

**NOTICE INVITING TENDER (NIT)**

Ref: Open e-Tender No. **MOIL/18-19/ET/73** for **“Drilling of holes for cable bolting and grouting operation at Kandri Mine”**.

(Only through e-tender)

**SCHEDULE OF TENDER (SOT)**

<b>a.</b> TENDER NO., DATE & ITEM	E-Tender No. <b>MOIL/18-19/ET/73</b> for <b>“ Drilling of holes for cable bolting and grouting operation at Kandri Mine”</b> .
<b>b.</b> MODE OF TENDER	e-Procurement System (Online Part I Techno-Commercial Bid and Part II Price bid) through <a href="http://www.mstcecommerce.com/eprochome/moil">www.mstcecommerce.com/eprochome/moil</a> of MSTC Ltd.
<b>c.</b> e -Tender No.	<b>MOIL/18-19/ET/73</b>
<b>d.</b> Date of NIT available to firms to download	28/05/2018 at 5.00 P.M.
<b>e.</b> Date of Starting of online Pre-bid meeting	01/06/2018 at 11.00 A.M.
<b>f.</b> Date of Closing of online Pre-bid meeting	05/06/2018 at 05.00 P.M.
<b>g.</b> i) Earnest Money Deposit -----	<b>Rs. 25,000/- (Rupees Twenty Five Thousand only).</b>  <b>NOTE:</b> <b>For Non MSEs:</b> Mandatorily may please make the Payment of EMD electronically in favour of MOIL Ltd. in the designated account as per the details mentioned in the clause no.1, Annexure-A, Part-II. Bidder should note the due date & time of closing of tender as mentioned under Point (i), deposit the EMD well in advance in the designated account and mention the UTR No. in the space provided in Sr.No.1 of the commercial term template on MSTC portal (for details may kindly refer Cl.No.1, Annexure-A, Part-II).  <b>For MSEs &amp; PSUs:</b> Mandatorily may please mention document type in the space Provided in Sr.No.1 of the commercial term template on MSTC portal for exemption towards EMD & upload the relevant document in the upload link (for details may kindly refer Cl.No.1, Annexure-A, Part-II).
ii) Transaction Fee -----	Payment of Transaction fee as per event, on MSTC portal.
<b>h.</b> Date of Starting of e-tender for submission of on line Techno-Commercial Bid & Price Bid at <a href="http://www.mstcecommerce.com/eprochome/moil">www.mstcecommerce.com/eprochome/moil</a>	12/06/2018 at 3.00 P.M.
<b>i.</b> Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	28/06/2018 at 3.00 P.M.
<b>j.</b> Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Date of opening of Part II i.e. price bid shall be informed separately. [Under unforeseen circumstances, if the due dates (i.e Date & time for submission of EMD/Valid documents & opening of Part-I) fall on holiday, the same will be extended upto the next full working day at the same time].	28/06/2018 at 3.30 P.M.

## ANNEXURE 'A'

### Part-I

**Instructions to Bidders:** This is an e-procurement event of MOIL Ltd. The e-procurement service provider is MSTC Ltd., 607-608 Raheja Centre, Nariman Point, Mumbai - 400 021.

1	<p><b>Requirement for Venders:</b> P.C. connected with Internet. Registration with MSTC Portal <a href="http://www.mstcecommerce.com/eprochome/">www.mstcecommerce.com/eprochome/</a> under MOIL -&gt; registered as vendor. Registration is free of cost. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/MOIL in no way responsible for this. (Bids will not be recorded without Digital Signature). In case of any clarification, please contact MSTC/MOIL Ltd., (before the schedule time of the e-tender). <b>For detail may kindly refer Annexure "B".</b></p> <p><b>CONTACT PERSON (MSTC):</b></p> <table style="width: 100%; border: none;"><tr><td style="width: 50%; vertical-align: top;">1) Shri Ganesh Yadav, Senior Manager, e-mail: ganeshyadav@mstcindia.co.in, CONTACT NO.022-22022296, 9869043055</td><td style="width: 50%; vertical-align: top;">4) Shri Dnyaneshwar Kharatmal , Executive, e-mail: dskharatmal@mstcindia.co.in, CONTACT NO.022-22870471, 7875368368</td></tr><tr><td style="vertical-align: top;">2) Shri Sushil Nale, Assistant Manager, e-mail: sushil@mstcindia.co.in, CONTACT NO.022-22822789, 9987758430</td><td style="vertical-align: top;">5) Miss Roopali Pandey, Executive, e-mail: rpandey@mstcindia.co.in CONTACT NO.022-22886268, 9458704037</td></tr><tr><td style="vertical-align: top;">3) Miss Archana Juneja , Assistant Manager, e-mail: archana@mstcindia.co.in, CONTACT NO.022-22872011, 9990673698</td><td></td></tr></table> <p><b>CONTACT PERSON (MOIL):</b></p> <table style="width: 100%; border: none;"><tr><td style="width: 50%; vertical-align: top;">1) Mr. C. B. Atulkar, GM (Mines), I/c Co-Ord. &amp; Moni. MOIL BHAWAN, 1A, KATOL ROAD, NAGPUR-440 013. CONTACT NO. 0712-2806250 MOBILE NO. <b>08600400487</b> EMAIL: <a href="mailto:cbatulkar@gmail.com">cbatulkar@gmail.com</a></td><td style="width: 50%; vertical-align: top;">3) <b>Mr. G.S. Bhattacharya,</b> <b>Dy.G.M. (Civil.), B</b> <b>MOIL BHAWAN, 1A, KATOL</b> <b>ROAD, NAGPUR-440 013.</b> <b>CONTACT NO. 0712-2806132,</b> MOBILE NO. 08600013309 EMAIL: <a href="mailto:gsb@moil.nic.in">gsb@moil.nic.in</a></td></tr><tr><td style="vertical-align: top;">2) Mr. Ranjeet Singh Chouhan, Manager (Systems) MOIL BHAWAN, 1A, KATOL ROAD, NAGPUR-440 013. CONTACT NO. 0712-2806259 MOBILE NO. <b>09422819348</b> EMAIL: <a href="mailto:ranjeetsingh@moil.nic.in">ranjeetsingh@moil.nic.in</a></td><td style="vertical-align: top;">4) <b>Mr. D.M.Borkute,</b> <b>Chief (Materials) CMC</b> <b>MOIL BHAWAN, 1A, KATOL</b> <b>ROAD, NAGPUR-440 013.</b> <b>CONTACT NO. 0712-2806130,</b> MOBILE NO. 09096988864 EMAIL: <a href="mailto:dmb@moil.nic.in">dmb@moil.nic.in</a></td></tr></table>	1) Shri Ganesh Yadav, Senior Manager, e-mail: ganeshyadav@mstcindia.co.in, CONTACT NO.022-22022296, 9869043055	4) Shri Dnyaneshwar Kharatmal , Executive, e-mail: dskharatmal@mstcindia.co.in, CONTACT NO.022-22870471, 7875368368	2) Shri Sushil Nale, Assistant Manager, e-mail: sushil@mstcindia.co.in, CONTACT NO.022-22822789, 9987758430	5) Miss Roopali Pandey, Executive, e-mail: rpandey@mstcindia.co.in CONTACT NO.022-22886268, 9458704037	3) Miss Archana Juneja , Assistant Manager, e-mail: archana@mstcindia.co.in, CONTACT NO.022-22872011, 9990673698		1) Mr. C. B. Atulkar, GM (Mines), I/c Co-Ord. & Moni. MOIL BHAWAN, 1A, KATOL ROAD, NAGPUR-440 013. CONTACT NO. 0712-2806250 MOBILE NO. <b>08600400487</b> EMAIL: <a href="mailto:cbatulkar@gmail.com">cbatulkar@gmail.com</a>	3) <b>Mr. G.S. Bhattacharya,</b> <b>Dy.G.M. (Civil.), B</b> <b>MOIL BHAWAN, 1A, KATOL</b> <b>ROAD, NAGPUR-440 013.</b> <b>CONTACT NO. 0712-2806132,</b> MOBILE NO. 08600013309 EMAIL: <a href="mailto:gsb@moil.nic.in">gsb@moil.nic.in</a>	2) Mr. Ranjeet Singh Chouhan, Manager (Systems) MOIL BHAWAN, 1A, KATOL ROAD, NAGPUR-440 013. CONTACT NO. 0712-2806259 MOBILE NO. <b>09422819348</b> EMAIL: <a href="mailto:ranjeetsingh@moil.nic.in">ranjeetsingh@moil.nic.in</a>	4) <b>Mr. D.M.Borkute,</b> <b>Chief (Materials) CMC</b> <b>MOIL BHAWAN, 1A, KATOL</b> <b>ROAD, NAGPUR-440 013.</b> <b>CONTACT NO. 0712-2806130,</b> MOBILE NO. 09096988864 EMAIL: <a href="mailto:dmb@moil.nic.in">dmb@moil.nic.in</a>
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2	<p><b>ON LINE PRE-BID MEETING:</b> The e-procurement shall also have the event of online pre-bid meeting as detailed under "<b>SCHEDULE OF TENDER (SOT)</b>", Point No. 'e' &amp; 'f'. For Technical/Commercial clarification(s) (if any), they may bring <b>to the attention of officials of MOIL</b>. The queries &amp; replies shall be given on line. In the interest of bidder(s), they are requested also go through the final technical specifications and other terms &amp; conditions to be uploaded on the <b>date mentioned under Point 'h' &amp; 'i' of "SCHEDULE OF TENDER (SOT)"</b>, based on the clarifications given during the pre-bid meeting and accordingly submit online tender.</p> <p><b>Query (if any) shall be clarified during online pre-bid meeting, only. After closing of online pre-bid meeting, no query shall be entertained.</b></p> <p>All entries in the tender should be entered in online Part-I (Technical &amp; Commercial terms &amp; conditions) &amp; Part-II (Price Bid) without any ambiguity.</p>										

3	<p><b>Special Note towards Transaction fee:</b> The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p><b>Transaction fee is non-refundable.</b> A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><b>NOTE</b> Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
4	<p><b>Vendors are instructed to use Upload Documents link in My menu to upload all scanned copies of documents viz. testimonials, registration certificates etc. in document library.</b> Hard copies of bidding document (Part I Techno-Commercial and Part II Price Bid) will not be considered for evaluation.</p> <p><b>Multiple documents can be uploaded. Once documents are uploaded in the library, vendors can attach documents through Attach Document link.</b></p>
5	<p>Important Notes to all prospective bidders: For online bidding through MSTC Portal, the bidders are to be registered with <a href="http://www.mstcecommerce.com/eprochome/moil">www.mstcecommerce.com/eprochome/moil</a> and the bidders should have Class III Digital Certificate issued by Certification Authority.</p>
6	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p>
7	<p>All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by MOIL Ltd., as well as by MSTC (e-procurement service provider). Hence the bidders are required to ensure that their corporate email ID, provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to indicate their valid corporate email ID and Mobile No. of authorized official <b>in the Annexure- D</b> (Commercial Terms &amp; Conditions Format) for communication through email/SMS alerts (if any). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate)</p>
8.	<p>i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. <b>The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.</b></p> <p>ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to Bidders who have downloaded the documents from web site. Please see website <a href="http://www.mstcecommerce.com/eprochome/moil">www.mstcecommerce.com/eprochome/moil</a> of MSTC Ltd. &amp; <a href="http://www.moil.nic.in">www.moil.nic.in</a> of MOIL Ltd . &amp; <a href="http://eprocure.gov.in">eprocure.gov.in</a> of CPP Portal.</p>
9.	<p>Vendors are also requested to download vendor guide from the link <a href="http://www.mstcecommerce.com/eprochome/">www.mstcecommerce.com/eprochome/</a>. Vendors are requested to study Vendor Guide and post their queries, if any, to MSTC over e-mail well in advance.</p>
10.	<p>Vendors must participate in live demo e-tender no. MOIL/13-14/ET/DEMO for e-tenders to familiarize/accustomed themselves before going to bid in the actual event. (The Demo e-tender does not warrant any transaction fee).</p>
11	<p>Vendors are requested to give sufficient time to bid in an organized manner and report any problem arisen to MSTC in advance &amp; not in the closing stage.</p>

## ANNEXURE 'A'

### Part-II

#### **Instructions to Bidders:**

1	<p><b><u>Special Note towards Earnest Money Deposit (EMD) –</u></b></p> <p><b><u>A: For Non-MSEs:</u></b></p> <p><b><u>Step-I:</u></b> The intending bidders should submit Earnest Money to MOIL Ltd. In the designated account, along with their offer otherwise their offer will summarily rejected. EMD should be deposited electronically in the designated account as under:</p> <p style="margin-left: 40px;">a: Name of Bank &amp; Branch: IDBI Bank, Civil Lines Branch, Nagpur b: Account No. 0041102000038465 c: IFS Code: IBKL0000041</p> <p style="color: red;">EMD should be deposited in one go and exact amount should be reflected in our books of account on or before the opening date &amp; time of tender</p> <p><b><u>Step-II:</u></b> After remittance of Earnest Money as above, UTR No. should be entered by participating bidder in the space provided in the Commercial Term Template on MSTC Portal while submitting their bid. <b style="color: red;">The receipt of EMD shall be verified by MOIL Ltd., against details of the UTR No. and offers of those participating bidders whose receipt of EMD is confirmed by Finance Department, MOIL Ltd., shall be considered for further evaluation.</b> In short, mentioning the correct UTR No. in the space provided in Commercial Term Template on MSTC Portal is <b><u>mandatory</u></b>, failing which the offer shall be liable to be rejected.</p> <p style="text-align: center;"><b style="color: red;"><u>No other mode of payment of EMD shall be accepted.</u></b></p> <p><b><u>B: For Micro and Small Enterprises (MSEs):</u></b></p> <p>MSEs registered with Udyog Aadhar/DIC/NSIC are eligible for the benefits under the new Public Procurement Policies for MSEs as notified by Govt. of India, Ministry of Micro, Small &amp; Medium Enterprises (MSME) vide Gazette Notification dated 26.03.2012 scheme, <b style="color: red;">provided they have valid registration certificate with the above authorities and must cover the tendered/offered items.</b></p> <p><b><u>Step I:</u></b> <b><u>The participating bidders under this category should mandatorily mention the document type in the space provided in the Commercial Term Template on MSTC Portal.</u></b></p> <p><b><u>Step-II:</u></b> <b><u>Upload the relevant document in the upload link. The status of MSE shall be decided based on the uploaded document and if found in line then only, their offer shall be considered for further evaluation.</u></b> In short, mentioning the exemption document type in the space in the Commercial Term Template on MSTC Portal &amp; uploading the same in the upload link is mandatory, failing which the offer shall be liable to be rejected, out rightly.</p> <p><b><u>C: PSUs:</u></b> State/Central Govt. Organization/PSUs are exempted from submission of EMD/SD. However, they should <b><u>mandatorily mention the document type in the space provided in the Commercial Term Template on MSTC Portal and Upload the relevant document in the upload link</u></b>, failing which the offer shall be liable to be rejected.</p> <p>For unsuccessful tenderer, EMD shall be refunded immediately after finalization of the tender (i.e. after placement of order). EMD shall be forfeited if any bidder withdraws their offer before finalization of the tender.</p> <p>A. Purchase preference to central public sector enterprises as per Govt. guideline shall be applicable.</p> <p>B. Public procurement policy for Micro and Small Enterprises (MSEs) as per Govt. guideline shall be applicable. For details visit website: <a href="http://www.msme.gov.in">www.msme.gov.in</a>. Bidder(s) falling in category of MSE (Micro &amp; Small Enterprises) must essentially submit relevant &amp; authentic valid documents including EM (Entrepreneur Memorandum) Part II acknowledgement &amp; certificate along with list of items for which bidder is registered as MSE. If MSE is wholly owned by Schedule Caste (SC)/ Schedule Tribe (ST) then such bidder will have to mention categorically and upload the copy of necessary caste certificate issued by State Authority as per Law. These documents should be self authenticated, certified by Chief Executive of Enterprise.</p> <p>C. MOIL Ltd. will ensure that for all Start-ups [whether Micro &amp; Small Enterprises (MSEs) or otherwise] conditions of prior turnover and prior experience are relaxed subject to their meeting quality and technical specifications as per Government guideline in Public procurement.</p> <p>D. <b>Public Procurement Officer:</b> Mr. Deepak Borkute, Chief (Materials) Contact No.: Landline: 0712-2806130, E-MAIL: <a href="mailto:dmb@moil.nic.in">dmb@moil.nic.in</a>)</p> <p>E. <b>Nodal Officer regarding procurement from SC/ST MSE Enterprises :</b> Mr. D.I. Khan, Sr. Manager (Materials) (Contact No.: Landline: 0712-2806137, E-MAIL: <a href="mailto:khan@moil.nic.in">khan@moil.nic.in</a>)</p>
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2	On payment of Transaction fee, Vendors will be able to participate in the online bidding event.
3	e-tender cannot be accessed after the due date and time mentioned in NIT.
4	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned in this e-tender.
5	No deviation to the commercial terms & conditions are allowed.
6	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
7	MOIL LIMITED reserves the right to cancel or reject or accept or withdraw or extend this e-tender in full or part as the case may be without assigning any reason thereof.
8	MOIL LIMITED reserves the right to vary the quantity of the item (covered in this e-tender).
9	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <a href="http://www.mstcecommerce.com/eprochome/moil">www.mstcecommerce.com/eprochome/moil</a> of <b>MSTC Ltd.</b>
10	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
11	The bid will be evaluated based on the filled in technical & commercial formats.
12	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
13	The packing of all the materials quoted shall conform to the requirement of the carriers.
14	<b>BIDDER BANNED OR DELISTED OR BLACKLISTED OR PUT ON HOLIDAYS (OR ANY OTHER TERMINOLOGY USED FOR BUSINESS BANNING) (OEM/ SUPPLIER/ VENDOR/ FIRM/BIDDER):</b> Should give a declaration that <b>they or their principle or principle's any other authorized firm have not been banned or de-listed or black-listed or put on holidays (or any terminology used for Business Banning) by any Govt. or Quasi-Govt. agencies or PSUs.</b> If they have been banned or de-listed or black-listed or put on holidays (or any terminology used for Business Banning) by any Govt. or Quasi-Govt. Agencies or PSUs, this fact must be clearly stated. <b>If above mentioned declaration is not given, bid shall be treated as non-responsive &amp; no correspondence shall be entertained.</b>
14.1	If the Bidder submits the declaration that <b>they or their principle or principle's any other authorized firm have not been banned or de-listed or black-listed or put on holidays (or any terminology used for Business Banning) by any Govt. or Quasi-Govt. agencies or PSUs</b> and at later date, if it is established that the Bidder was banned or de-listed or black-listed or put on holidays (or any terminology used for Business Banning) by any Govt. or Quasi-Govt. Agencies or PSUs, the same shall be treated willful suppression of facts or furnishing wrong information and suitable action as deemed fit shall be taken by MOIL Ltd. including disqualification of the firm (even if the tender is in process) & banning of the firm for the period of minimum three years for any business activity with MOIL Limited.
14.2	BIDDER (VENDOR/FIRM) OR THEIR PRINCIPLE OR PRINCIPLE'S ANY OTHER AUTHORISED FIRM has been banned or delisted or blacklisted or put on holidays (or any other terminology used for business banning) for whatever reason by any Government Department/PSU in past, the Bidder shall not be considered eligible for participating in this tender enquiry.
15	As per new system of Central Public Procurement Portal (CPP-Portal) of Government of India, the tender document shall be uploaded on the website i.e., <a href="http://www.moil.nic.in">http:// www.moil.nic.in</a> & <a href="http://eprocare.gov.in">http://eprocare.gov.in</a> .

**ANNEXURE-B**  
**Important instructions for E-procurement**

Bidders are requested to read the terms & conditions of this tender before submitting your online tender.

1	<p>Process of E-tender :</p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Price Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p><b>SPECIAL NOTE: THE TECHNICAL BID AND THE PRICE BID HAS TO BE SUBMITTED ON-LINE AT <a href="http://www.mstcecommerce.com/eprochome/MOIL">www.mstcecommerce.com/eprochome/MOIL</a></b></p> <p>1) Vendors are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-Procurement → PSU/Govt. depts → Select MOIL Logo → Register as Vendor -- Filling up details and creating own user id and password → Submit.</p> <p>2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact MOIL/MSTC, (before the scheduled time of the e- tender).</p> <p><i>Contact person (MSTC Ltd):</i></p> <ol style="list-style-type: none"><li>1. Shri S Mukherjee, DM(e-Commerce) – <a href="mailto:smukherjee@mstcindia.co.in">smukherjee@mstcindia.co.in</a></li><li>2. Ms S Maity, AM(e-Commerce) – <a href="mailto:smaity@mstcindia.co.in">smaity@mstcindia.co.in</a></li></ol> <p>Google hangout ID- (for text chat)- <a href="mailto:mstceproc@gmail.com">mstceproc@gmail.com</a></p> <p>B) System Requirement:</p> <ol style="list-style-type: none"><li>i) Windows 7 or above Operating System</li><li>ii) IE-7 and above Internet browser.</li><li>iii) Signing type digital signature</li><li>iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</li></ol> <p>To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied.</p> <ul style="list-style-type: none"><li>• Tools =&gt; Internet Options =&gt; Security =&gt; Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”.</li><li>• Other Settings:</li></ul> <p>Tools =&gt; Internet Options =&gt; General =&gt; Click On Settings under “browsing history/ Delete Browsing History” =&gt; Temporary Internet Files =&gt; Activate “Every time I Visit the Webpage”.</p> <p>To enable ALL active X controls and disable ‘use pop up blocker’ under Tools → Internet Options → custom level (Please run IE settings from the page <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> once)</p>
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2	The Techno-commercial Bid and the Price Bid shall have to be submitted online at <a href="http://www.mstcecommerce.com/eprochome/moil">www.mstcecommerce.com/eprochome/moil</a> Tenders will be opened electronically on specified date and time as given in the Tender.
3	All entries in the tender should be entered in online Technical & Price Formats without any ambiguity.
4	Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
5	E-tender cannot be accessed after the due date and time mentioned in NIT.
6	<p>Bidding in e-tender :</p> <ol style="list-style-type: none"> <li>a) Vendor(s) need to submit necessary EMD, <del>Tender fees</del> and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority</li> <li>b) The process involves Electronic Bidding for submission of Technical and Price Bid.</li> <li>c) The vendor(s) who have submitted above fees (i.e EMD, <del>Tender fees</del>&amp; transaction fee) can only submit their Techno-Commercial&amp; Price Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement →PSU/Govtdepts→ Login under MOIL→My menu→ Auction Floor Manager→ live event →Selection of the live event.</li> <li>d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid.</li> <li>e) After filling the Technical Bid, vendor should click ‘save’ for recording their Technical bid. Once the same is done, the price Bid link becomes active and the same has to filled up and then vendor should click on “save” to record their Price bid. Then once both the Technical bid &amp;Price bid has been saved, the vendor can click on the “Final submission” button to register their bid.</li> </ol> <p><b>NOTE:- The Techno-Commercial Bid &amp; Price Bid cannot be revised once the “Final Submission” button has been clicked by the bidder..</b></p> <ol style="list-style-type: none"> <li>f) Vendors are instructed to use <i>Attach Doc button</i> to upload documents. Multiple documents can be uploaded.</li> <li>g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</li> <li>h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</li> <li>i) The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</li> </ol>

	<p>j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms &amp; conditions for the tender. In case it is found that the bidder has mentioned deviation in any other form or in any uploaded document, the same shall not be considered &amp; offer shall be treated as non-responsive.</p>
7	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
8	Unit of Measure (UOM) is indicated in the e-tender (Price Bid Format). Bidder to quote as per above mentioned UOM and in Indian Rupees.
9	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
10	Vendors are requested to read the vendor guide and see the video in the page <a href="http://www.mstcecommerce.com/eprochome">www.mstcecommerce.com/eprochome</a> to familiarize them with the system before bidding.

CHIEF (SYSTEM) & NODAL OFFICER

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## ANNEXURE-C

<b>TECHNICAL SPECIFICATION AND TERMS &amp; CONDITIONS FORMAT</b>		
<p>1. The bidder should confirm the acceptance of technical specifications and terms &amp; conditions and indicate details. (Bidder should read the NIT and all the Annexure forming part of this e-tender before filling the details or confirming acceptance).</p> <p>2. Under column “Vendor Response”, bidder has to fill up complete relevant details wherever “Remark” is mentioned.</p> <p>3. Scope of work shall include, but not limited to, the following:</p>		
<b>TECHNICAL TERMS &amp; CONDITIONS &amp; SCOPE OF WORK</b>		
Sl. No.	PARTICULARS	VENDOR RESPONSE
<b>1</b>	<b>Name of the Work: <u>“Drilling of holes for cable bolting and grouting operation at Kandri Mine”</u></b>	<b>AGREE</b>
<b>2</b>	<b>The Bidder shall have to read all the clauses of Part-1(A) of the Tender document at Annexure-H and unconditionally agree to all the terms and conditions of the Tender document</b>	<b>AGREE</b>
<b>3</b>	<b>The Bidder shall have to read all the clauses of Part-1(B) of the Tender document at Annexure-H and unconditionally agree to all the terms and conditions</b>	<b>AGREE</b>
<b>4</b>	<b>The Bidder shall have to read all the clauses of Part-1(C) of the Tender document at Annexure H and unconditionally agree to all the terms and conditions</b>	<b>AGREE</b>
<b>5</b>	<b>The Bidder shall have to read all the clauses of Part-1(D) of the Tender document at Annexure H and unconditionally agree to all the terms and conditions</b>	<b>AGREE</b>
<b>6</b>	<b>The tenderer to submit the signed and stamped “CERTIFICATE” (Annexure -3) enclosed with the Tender document at Annexure H</b>	<b>AGREE + UPLOAD</b>
<b>7</b>	<b>The tenderer to submit the signed and stamped “UNDERTAKING” enclosed with the Tender document at Annexure H</b>	<b>AGREE + UPLOAD</b>
<b>8</b>	<b>Eligibility Criteria: The tenderer to upload the documents of Income tax Return, Solvency certificate, Balance sheets , Profit and loss accounts and Work experience along with its completion certificate as per clause of FINANCIAL REQUIREMENT &amp; QUALIFYING CRITERIA of Part 1(B) of the Tender document at Annexure H</b>	<b>AGREE + UPLOAD</b>

## ANNEXURE “D”

<b>COMMERCIAL TERMS &amp; CONDITIONS FORMAT</b>		
<p>1. The bidder should confirm the acceptance of the commercial terms &amp; conditions and indicate details. (Bidder should read the NIT and all the Annexure forming part of this e-tender before filling the details or confirming acceptance).</p> <p>2. Under column “Vendor Response”, bidder to fill up complete relevant details wherever “Remark” is mentioned.</p>		
<b>IMPORTANT GENERAL TERMS &amp; CONDITIONS OF NIT</b>		
Sl. No.	PARTICULARS	VENDOR RESPONSE
1	<p>NOTE:</p> <p>i) Non-MSEs are required <u>mandatorily</u> to mention <u>UTR No.</u></p> <p>ii) MSEs &amp; PSUs are required to mention the document type evidencing MSE/ PSU status for exemption towards EMD. The corresponding document mentioned by the MSEs/PSUs shall be <u>mandatorily</u> uploaded in the <u>upload link</u>. This document shall be verified by MOIL Ltd., &amp; if found appropriate the offer of the participating bidders shall be considered for exemption of EMD and for further evaluation.</p> <p>Details of Earnest Money remitted(for Non-MSEs)/Document type towards exemption(MSEs &amp; PSUs) should be entered by the participating bidders in the space provided hereunder:</p> <p>a) Name of remitting vendor/contractor:</p> <p>b) Amount remitted :</p> <p>c) Date of remittance :</p> <p>d) U.T.R No./Document Type for exemption (for Udyog Aadhar/DIC/NSIC/PSU) (Tenderer to upload the document towards exemption): <b>(This is to be mentioned mandatorily)</b></p>	Remark+ Upload
2	<p>-Name of the Bidder(Company/Firm)</p> <p>-Address for correspondence along with Telephone No. &amp; Fax No.</p> <p>-Valid corporate-mail ID of the bidder(Refer Annexure “A” Part-I Point No.7)</p> <p>-Mobile No. of authorized official of the bidder(Refer Annexure“ A” Part-I, Point No.7)</p> <p>-Reference No. &amp; date of bid.</p>	REMARK
3	<p>GENERAL INFORMATION ABOUT THE BIDDER:</p> <p>-Name of the applicant, his nationality and full address</p> <p>-Whether the Firm is a private or Public Undertakings or Hindu undivided Family, Individual or a registered Partnership Firm. (Attested copies of Deeds or Articles of Association/Partnership Deed to be enclosed).</p> <p>-Name of the person holding the Power of Attorney and his Nationality with him/her liabilities (Attested copy of the Power of Attorney to be enclosed).</p> <p>-Name of Partner, their present nationality with their liabilities ( Attested) copy of the Partnership Deed to be upload) (if applicable)</p> <p>-Name &amp; address of the Directors of the Firm</p> <p>-Name of the Bankers and their Full Address / addresses.</p> <p>-Present place of business</p> <p>-Present type of business and the value of similar jobs carried out by them in the last three years in prescribed format as per Table I. Please upload a separate sheet in prescribed format as per Table I along with copies of work orders etc.</p>	REMARK+ UPLOAD
4	<p>-Whether the BIDDER has quoted for or been awarded any contract of similar nature with any other Company/Undertaking etc. during a part or whole of the period covered by this Contract? If so, please upload details.</p> <p>-Whether the BIDDER or any of his partners is a dismissed/retired Government servant/employee of MOIL or any other Public Sector Undertakings? If yes, please give details.</p>	REMARK+ UPLOAD
5	<p>-Whether MSE (Micro &amp; Small Enterprise) is owned by Schedule Caste (SC)/ Schedule Tribe (ST) (If yes, the bidder to mention categorically SC/ST)</p> <p>-If MSE is wholly owned by Schedule Caste (SC)/ Schedule Tribe (ST) then such bidder will have to mention categorically and upload the copy of necessary caste certificate issued by State Authority as per Law. These documents should be self-authenticated, certified by Chief Executive of Enterprise duly notarized by Public Notary.</p>	REMARK+ UPLOAD

6	<p>If Tenderer (OEM/Supplier/Vendor/Firm/Bidder) or their Principal or Principle's any other authorized firm have been banned or de-listed or black-listed or put on holidays (or any terminology used for Business Banning) by any Govt. or Quasi-Govt. Agencies or PSUs, then it has to indicate the details below:</p> <p>i) Name of organization which has banned the tenderer (OEM/Supplier/ Vendor/Firm/Bidder)</p> <p>ii) Banned Period</p> <p>iii) Reasons for banning the tenderer (OEM/Supplier/ Vendor/Firm/Bidder)</p> <p>may also submit relevant documents separately</p>	REMARK
7	<p><b>GSTN Registration No.:</b> (This is to be mentioned mandatorily)</p> <p>Tenderer to mention their GST No. (for location from where the materials/Services shall be dispatch/provided by them upto Destination basis mentioned in Annex-C) Please Upload copy of document evidencing provisional GSTIN ID/or ARN issued by GSTN. Also upload <b>copy of PAN card.</b></p> <p><b>Confirm the H.S.N. code of the services.</b></p> <p><b>TAXES:</b> Payment of Tax is primarily the responsibility of the seller and will not be paid unless it is clearly shown on the quotation as payable extra. Any change in taxation during the tenure of contract, will be as per applicable statute. Under GST regime registration under GST is made mandatory. You shall mention your GST provisional Id's (In case your supply is from more than one location mention all relevant GST's) in the quotation. Offers received from company/firm/individual without GST provisional Id's are liable to be rejected provided they fall within the preview of GST.</p>	REMARK+ UPLOAD
8	<p>-The work is estimated to cost <b>Rs.12,60,000/-</b> approximately (excluding - GST).</p> <p>-The works are required to be completed within <b>12 months</b> from the date of the work order, allowing a mobilization period of 15 days or from the date of handing over of the site by the Mine Manager, whichever is later.</p> <p>-Notarized copy of License of registration with the Regional Labour Commissioner.</p> <p>-The BIDDER should obtain a valid license within 15 days of the award of the work. In case of failure of the contractor to maintain a valid license during the period of operation of this contract he will render himself liable for immediate termination of the contract without any compensation, apart from being called upon to bear the burden of penalties, if any, that may be imposed by the concerned labour authorities.</p> <p>-The terms &amp; conditions of NIT including the terms &amp; conditions indicated in <b>Annexure A to E, G and Annexure H</b> of the NIT shall have to be carefully read by the Bidder and confirm unconditional acceptance of all the terms &amp; conditions covered in this tender Enquiry.</p> <p>- <b>FIRM PRICE:</b> The bidders are requested to offer the rates which shall be FIRM till the work is completed in all respect.</p>	AGREE
9	<p>DECLARATION:</p> <p>-“I/We declare that I or none of our partners are relatives of any employee of MOIL”. This is ESSENTIAL.</p> <p>-BANNED OR DELISTED OEM/TENDERER/SUPPLIER/ VENDOR/ FIRM/ BIDDER: TENDERER BANNED OR DELISTED OR BLACKLISTED OR PUT ON HOLIDAYS (OR ANY OTHER TERMINOLOGY USED FOR BUSINESS BANNING) (OEM/ TENDERER/SUPPLIER/ VENDOR/ FIRM/BIDDER): Should give a declaration that they or their principle or principle's any other authorised firm have not been banned or de-listed or black-listed or put on holidays (or any terminology used for Business Banning) by any Govt. or Quasi-Govt. agencies or PSUs. If they have been banned or de-listed or black-listed or put on holidays (or any terminology used for Business Banning) by any Govt. or Quasi-Govt. Agencies or PSUs, this fact must be clearly stated. If above mentioned declaration is not given, bid shall be treated as non-responsive &amp; no correspondence shall be entertained. Scanned Copy of Declaration to be uploaded.</p> <p>-If the tenderer submits the declaration that they or their principle or principle's any other authorised firm have not been banned or de-listed or black-listed or put on holidays (or any terminology used for Business Banning) by any Govt. or Quasi-Govt. agencies or PSUs and at later date, if it is established that the tenderer was banned or de-listed or black-listed or put on holidays (or any terminology used for Business Banning) by any Govt. or Quasi-Govt. Agencies or PSUs, the same shall be treated wilful suppression of facts or furnishing wrong information and suitable action as deemed fit shall be taken by MOIL Ltd. including disqualification of the firm (even if the tender is in process) &amp; banning of the firm for the period of minimum three years for any business activity with MOIL Limited.</p> <p>-Tenderer (OEM/ SUPPLIER/VENDOR/FIRM/BIDDER) OR THEIR PRINCIPLE OR PRINCIPLE'S ANY OTHER AUTHORISED FIRM has been banned or delisted or blacklisted or put on holidays (or any other terminology used for business banning) for whatever reason by any Government Department/PSU in past, the tenderer shall not be considered eligible for participating in this tender enquiry.</p>	AGREE + UPLOAD DECLERATI ON

10	<p>a) All electronic bids submitted during the e-tender process shall be legally binding on the Bidder. Any bid will be considered as the valid bid offered by that Bidder &amp; acceptance of the same by the MOIL will form a binding contract between MOIL &amp; the Bidder.</p> <p>b) Unit of Measure (UoM) is indicated in the e-tender (Price Bid Format). Bidder to quote as per above mentioned UoM and in Indian Rupees.</p> <p>c) Price should be quoted necessarily in Indian Rupees (INR) only as per price bid Annexure-G.</p> <p>d) In case, the Bidder intimates regarding under quote reason , justifying with any reason after opening of the Part-II Price Bid, Bidder to note that the same shall not be entertained.</p> <p>e) MOIL will place single order in the name of successful Bidder only. Request for more than one order for whatever reason shall not be entertained.</p> <p>f) The bid will be evaluated based on the responses filled in Technical specification (Annexure-C) &amp; Commercial Terms &amp; Conditions (Annexure-D).</p> <p>g) No deviation to terms &amp; conditions of the tender document is acceptable. In case it is found that the Bidder has mentioned deviation in any other form or in any uploaded document, the same shall not be considered &amp; offer shall be treated as non-responsive.</p> <p>h) If a firm quotes 'Nil' charges/consideration, the bid shall be treated as unresponsive and will not be considered.</p>	AGREE
11	<p><b>RIGHT OF ACCEPTANCE:</b> MOIL Ltd. does not bind himself to accept the lowest or any other tender and reserves the right of accepting the whole or any part of the tender or portion of the quantity offered. MOIL reserves the right to reject or accept any tender either in whole or in part without assigning any reason whatsoever.</p> <p>-The right to alter our requirements or to reject any or all the tenders without assigning any reasons is reserved with company.</p> <p>-The bidding should be strictly as per the terms and conditions and procedures laid down in the tender document failing which the bid is liable for rejection. <b><u>Tenders sent through Telegram, Telex, Fax, hard copy or e-mail will not be considered.</u></b></p> <p>-MOIL LIMITED has the right to cancel this e-tender or extend the due date of receipt of bid(s) or abort the process at any stage without assigning any reason thereof.</p> <p>-MOIL LIMITED reserves the right to vary the quantity of the item (covered in this tender) before the due date and time of opening of tender.</p> <p>-MOIL also reserves the right to accept whole or partly any tender or reject any tender without assigning any reason whatsoever.</p> <p>-Bidders are to upload supporting documents mentioning the Sr. No. of Annexure – C &amp; D.</p> <p>-It is the responsibility of Bidders/Venders to participate in demo e-tender no. MOIL/13-14/ET/DEMO for e-tenders and get familiarize themselves before participating in the final event. <b>MOIL shall not be responsible for conducting demo.</b> Bidders/Venders are also requested to download vendor guide from the link <a href="http://www.mstcecommerce.com/eprochome/">www.mstcecommerce.com/eprochome/</a>.</p>	AGREE

**ANNEXURE-E**

**TABLE-I**

( To be submitted with Part I )

**DETAILS OF PREVIOUS EXPERIENCE OF SIMILAR NATURE.**

S. No	Mine/ Organization	Quantum of work	Value of work	Duration of work	Whether completed or progress	Delay, if any from scheduled completion date	Penalty/Bonus/ if any	Whether it was supply of equipment	Remarks

Authorized signatory of the Contractor.

Full Address.



<b>MOIL LIMITED</b>									
<b>Annexure "G"</b>									
<b>PRICE BID FORMAT</b>									
<b>Name of Bidder :</b>									
<b>Description: "Drilling of holes for cable bolting and grouting operation at Kandri Mine".</b>									
<b>Reference No.: MOIL/18-19/ET/73</b>									
Sr. No.	Description	Unit of measurement (UOM)	Qty.	Basic Rate per UOM In Rs.	SGST per UOM In Rs.	CGST per UOM In Rs.	IGST per UOM In Rs.	Cost per UOM Including taxes In Rs.	Total Cost in Rs.
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I= (E+F+G+H)</b>	<b>J= I x D</b>
1	<b>Drilling of cable bolt hole (12 m length) machine shifting, rope handling, jamming and grouting</b>	Mtr	7500						
<b>Grand total</b>									

**Note:**

1. All cells should be filled; no cell should be left blank.
2. In case any cell is not applicable, then please insert 0.00 in that particular cell.
- 3. Evaluation Criteria: Offers shall be evaluated on total cost of contract as per scope of work & other terms & conditions of tender.**

## **Annexure H**

**E- TENDER DOCUMENT**

**FOR**

**“Drilling of holes for cable bolting  
and grouting operation at Kandri  
Mine”.**

## **MOIL LIMITED**

### **TENDER DOCUMENT (E- TENDER)**

T. E. NO.: **MOIL/18-19/ET/73**

**Name of the work: "Drilling of holes for cable bolting and grouting operation at Kandri Mine".**

#### **P A R T - I (A)**

##### **DEFINITION & INTERPRETATIONS**

In the contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them, except otherwise specified.

- 1] The "COMPANY" shall mean MOIL Limited., incorporated in India, having their registered office at MOIL Bhawan, 1-A, Katol Road, Nagpur 440013 and hereinafter referred to as MOIL.
- 2] "THE CHAIRMAN CUM MANAGING DIRECTOR" : shall mean the Chairman & Managing Director of MOIL, or his successors in office, as designated by the Company.
- 3] "THE CONTRACTOR" shall mean the person or persons , Firm or Company whose tender has been accepted by the Company and includes the contractor's legal representative, his heirs successors and assignees.
- 4] "EXCAVATION" shall mean and include all works to be executed in accordance with the contract and shall include all activities such as site preparation, loading & transportation, and unloading at specified locations in the waste dumps.
- 5] "CONTRACT" shall mean the agreement between the Company and the Contractor for the execution of the works included therein, all documents such as the invitation to tender, instructions to tenderers, general conditions of the contract, time schedules of completion of jobs, drawings, awarding the work etc.
- 6] "CONTRACT DOCUMENT" shall mean collectively the tender documents designs, drawings, specifications and any other documents constituting the tender.
- 7] "TEMPORARY WORK" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the works.
- 8] "SPECIFICATIONS" shall mean all directions, written or verbal by the authorised representative of MOIL various technical specifications, provisions and requirements attached to the contract.
- 9] "PLANS" shall mean and include all maps, sketches, layout and section as are incorporated in the contract in order to define broadly the scope and specifications of the work or works and all reproductions thereof.
- 10] "SITE" shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Company for the purpose of contract.
- 11] "NOTICE IN WRITING OR WRITTEN NOTICE" shall mean a Notice in written, typed or printed characters sent to the registered office of the addressee and shall be deemed to have been received in the ordinary course of post by which it would have been delivered.
- 12] "THE COMPLETION CERTIFICATE" shall mean the certificate to be issued by the designated Mine Manager or his nominee, when the works have been completed to his satisfaction.



- 13] "BANK CUBIC METERS" shall mean the volume of rock in-situ, without being disturbed.
- 14] "THE APPOINTING AUTHORITY" for the purpose of arbitration shall be the Chairman and Managing Director or any other person so designated by him.
- 15] "THE ACCEPTING AUTHORITY" shall mean the Chairman cum Managing Director of MOIL Limited or his authorized representative.
- 16] "LETTER OF INTENT" shall mean an intimation by a letter to tenderer that the tender has been accepted in accordance with the provisions contained in the letter.
- 17] "MINE MANAGER" shall mean Chief Engineer (Mines) / Dy. Chief Engineer (Mines) / Sr.Manager (Mines) etc., designated and authorized to work as a Mine Manager of the respective mine, in terms of the Mines Act.
- 18] "WORK / WORKS" shall mean the works to be executed, in accordance with the Contract and shall include all extra or additional, altered or substituted works, as required, for the performance of the Contract.

Name & Address of Party, to whom the tender documents were issued: \_\_\_\_\_

## MOIL LIMITED

### PART I (B)

- 1] E- tender, **as above** are invited from appropriate class of contractors of the MES/CPWD/PWD of Maharashtra State / M.P. State/Public Sector Undertakings/Semi or Quasi Govt. Organization/Reputed Private Sector having experience in similar nature of works at least for a period of 3 years.
- 2] The work is estimated to cost **Rs. 12,60,000/-** approximately (Excluding taxes).
- 3] The tenders shall be submitted in the prescribed form.
- 4] The works are required to be completed within **12 months** from the date of the work order, allowing a mobilization period of 15 days or from the date of handing over of the site, by the Mines Manager, whichever is later.
- 5] The Competent Authority shall be the Accepting Officer, hereinafter referred to, as such, for the purpose of this contract.
- 6] Tender documents, consisting of specifications, schedule(s) of quantities of the various classes of works, to be done, the conditions of contract and other necessary documents are attached with the tender.
- 7] Tenderers are advised to inspect and examine the site and the surroundings and satisfy themselves before submitting their tenders, as to the nature of the ground / dump and sub soil (so far as is practicable), the form and nature of the site, the means of access to the site the accommodation they may require and in general shall themselves obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of site, whether he inspects it or not and no extra charges, consequent upon any misunderstanding or otherwise shall be allowed.
- 8] Submission of the tender by a tenderer shall imply that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done and of conditions and rates at which stores, tools and plant items etc. if any, will be issued to him, by the Company/Corporation and local conditions and other factors bearing on the execution of the works.
- 9] ~~**ISSUE OF STORES:** Normally no materials shall be supplied from the Stores, but in case the same are supplied by the Company, at its discretion, from any of the available materials in the store, the same shall be at actual cost +25% administration and handling charges, unless specifically specified otherwise.~~

~~10) The tenderer should quote in figures as well as in words rate(s) tendered . The amount for each item should be worked out and the requisite total given . Special care should be taken to write rates in figures as well as in words and the amounts in figures only in such a way that any ambiguous interpretation is not possible. The total amount shall be written both in figures and in words. In case of figures, the words Rs. should be written before the figure of Rupees and the words paise after the decimal figures e.g. Rs. 2.15 p. and in case of words , the words Rupees should precede and the words paise should be written at the end. Unless the rate is in whole rupees and followed by the words only, it should invariably be up to two places of decimal.~~

~~No over writings shall be allowed. However, in case of corrections, the amount in words and figures should be cut and rewritten, duly countersigned in each case.~~

~~In case of any discrepancy in rates and amounts, the tendered unit rates only shall be taken into account for final calculations for the ranking of the tenderers.~~

11) i) In case of open tenders, the tenderer should submit the tender in two parts i.e . Part I and Part II. Part I shall consist of general information regarding technical and commercial aspects and Part II consist of price bid only.

~~ii) Mode of submission: The tenders should be submitted in two parts viz. Part I & Part II in two separate sealed envelopes, duly super scribing the tender reference, name of work and the opening date & time. The full name and the postal address of the tenderer should be written in the bottom left hand corner on each of the sealed envelopes, duly identifying the tender enquiry. Further, envelopes containing each part shall be super scribed as under:~~

~~Part I – Technical and Commercial aspects~~

~~Part II – Price portion of the offer~~

~~Further both the envelopes containing Part I and Part II shall be put in a bigger envelope which shall be duly sealed and super scribed with the following:~~

~~a) Tender enquiry No.~~

~~b) Whether the envelope contains both the part I & II – Yes/No~~

~~c) Name of the tenderer.~~

iii) ~~In case of limited tenders, the tenderer shall submit the tender in one part only, incorporating the price bid too.~~

iv) **In case of e-tender, the tender shall be submitted through MSTC e-portal.**

~~12) PART I will be the basis, on which a tenderer becomes qualified, to be considered for the price bid in PART II and shall consist of the following:~~

~~a) General information about the tenderer in annexure I.~~

- b) ~~Information about experience of work of similar nature, indicating the type of work executed, value of work, time period taken and the complete description of work, in annexure II.~~
- c) ~~Information regarding equipments, tools etc., giving the details of the equipments, rated capacity of the equipments and other relevant details which have a bearing on the work to be executed, in annexure III.~~
- d) ~~The tenderer shall submit the following documents as part of his tender:~~
- ~~i) Power of attorney of the signatory of the tender.~~
  - ~~ii) Valid Income Tax clearance certificate in the prescribed proforma~~
  - ~~iii) Documents showing annual turnover for the past 3 years.~~
- 13] ~~PART II portion shall consist of price bid only. While quoting the price under this part, the tenderer shall specifically confirm that the prices, as quoted, in this part are for the scope of work, detailed in the technical specifications of the tender document.~~
- 14] ~~In case of item rate tenders, rates quoted shall be considered. Further, rebate/discount if any may be included in tender documents and will be considered for comparative statement. Corrections, if any, shall be duly authenticated by countersignature.~~
- ~~In case of any discrepancy of discount / rebate, the % age offered or amount calculated thereof (in words / figures), whichever is higher, shall be taken into account for finalization of the tender.~~
- 15] The tenders for the works shall not be witnessed by the contractor or contractors who himself /themselves has/have tendered or who may have tendered for the same works. Failure to observe this condition shall render the tender of the contractor, tendering as well as of those witnessing the tender, liable for rejection.
- 16] ~~The tender shall be accompanied by Earnest money in the form of Demand Draft /pay order, issued in favour of MOIL Limited, on a Nationalized Bank or any Scheduled Bank.~~
- 17] On acceptance of tender, earnest money will be treated as part of the security deposit.
- 18] MOIL Ltd. does not bind itself to accept the lowest tender and Reserves the right to accept/reject and/or split any or all tenders, without assigning any reasons, whatsoever.
- 19] The tenderers are advised to submit quotations based on the terms and conditions and specifications contained in the tender document and not to stipulate any condition of their own. Any tenderer doing so shall be at his own volition and may render the tender liable for rejection.
- 20] ~~Late or delayed tenders i.e. tenders received after the stipulated time shall not be entertained, irrespective of reasons thereof.~~

**21] Security Deposit:**

- I] a) The tenderer whose tender is accepted shall permit the Company at the time of making any payment to him, for work done under the contract, to deduct towards Security Deposit an amount equal to 10% on the first Rs.1.00 Lakh, 7.5% on the next Rs. 1 Lakh and 5% on the balance of the gross amount of the bill, till the total sum, so deducted, amounts to the stipulated security deposit i.e. 5% of the value of the work order.
- b) The Security Deposit shall be held by the Company until three months after the completion of the work and shall be refundable to the Contractor on demand and only after adjusting any amounts that may be due to the Company, from the Contractor. The security deposit shall not bear any interest.
- II] For capital project works, the successful tenderer shall submit the security deposit of 5% only of the total contract value within 7 days after signing of contract in the form of Bank Guarantee from Nationalized/Scheduled bank in favour of MOIL, Nagpur and the same shall remain at the disposal of the company as security till the satisfactory execution & completion of the work in accordance with provision of contract.
- III] Security deposited will be returned to the contractor after successful completion of final acceptance by MOIL. Bank Guarantee will be extended by contractor, if completion of work delayed for any reason whatsoever.
- IV] Without prejudice to its right of indemnity for all statutory and financial liabilities, the Company reserves the right to forfeit in full or in part, the Security Deposit, in the event of non performance / non compliance with any provisions of the Contract, by the Contractor, other than Force Majeure reasons.
- 22] The Company shall return the earnest money where applicable to every unsuccessful tenderer only after final decision on the award of the tender has been taken.
- 23] The tenderer shall submit the tender satisfying each and every condition laid down in the notice, failing which, the tender will be liable to be rejected. All the columns in schedules/proformas shall be duly filled-in. In case any significant column is found blank, the T.P.C. may seek clarification from the tenderer.
- 24] i) The Company reserves the right of accepting the tender either in whole or part, and the tenderer shall be bound to execute the same at his quoted rates.
- ii) The Company also reserves the right to relax the qualifying requirements upto 5% in the deserving cases.
- 25] Any tax, leviable in respect of this contract shall be payable by the contractor and the Company will not entertain any claim whatsoever in this respect.
- ~~26] Every page of the contract document shall be signed by the tenderer.~~
- 27] On completion of the work, all rubbish, brick-bats etc. shall be removed by the contractors at their own expenses and the site cleaned and handed over to the Company.

**NON SCHEDULE ITEMS OF WORKS :**

- 28] During the execution of the works in the event of certain changes or alterations of the drawings or specifications or certain items being added or deleted from the original schedule, it shall be binding on the contractor to execute these works as per directions at such rates, as may be computed and fixed by the Company.
- 29] Any conditional tender is liable to be rejected summarily.
- 30] **VALIDITY OF OFFER :**
- a] Each tenderer shall keep his offer open for a period of at least six months from the date of opening of the tender and in the event of the tenderer withdrawing the offer before the aforesaid period, for any reason, whatsoever, the earnest money deposited by the tenderer may be forfeited.
31. **SUB LETTING:** The Contractor shall not sublet or assign to any party or parties, the whole or any portion of the work, under the contract, without the written permission of the Employer. The Employer may grant such permission, only after ascertaining that the quality will not suffer as a result of such subletting. Even where such approval is granted, the contractor shall not be relieved of any obligation, duty or responsibility under the contract.
- 32] The successful tenderer shall arrange to obtain the appropriate licence of the Competent Authority under the Contract Labour (Regulation & Abolition) Act. 1970 within fifteen days of the placement of the work order.
- 33] Canvassing in connection with the tender, in any form is strictly prohibited and the tenders by such contractors who resort to canvassing, will be liable to rejection.
- 34] If the contractor during the currency of contract, employs apprentices for specified periods, the permission for the same should be obtained, in writing from the Mines Manager or his authorised representative. The contractor shall train them, as required, under the Apprentices Act. 1961 and shall be responsible for all the obligations of the employer under the Act, including the liability to make payment to apprentices, required under the Act.
- 35] Requisite deduction shall be made from the bills towards Income Tax at the rate of 2 % or as per the rates, as applicable from time to time.
- 36] The rates must be inclusive of all taxes payable against the State Govt./Central Govt., statutory notification, wherever applicable.
- 37] No escalation will be payable, as a result of State/Central Govt. notification or any other account, during the currency of the contract, unless specifically provided for, in the contract.
- 38] In case of contracts for civil works, exceeding Rs. Five Lakhs, the contractor whose tender has been accepted, shall execute an agreement, in the prescribed MOIL's 'C' Form within a fortnight,

of the date of communication of the acceptance of his tenders. In the event of failure to do so, the earnest money shall be liable to be forfeited.

39] **FAILURE OF CONTRACTOR** : If the Contractor fails to complete the works, and as a result, the order is cancelled, the amount due to him, on account of work executed by him ,if payable, shall be paid to him, only after due recoveries, as per the provision of contract, and only after alternative arrangement to complete the work have been made, at the price risk of the contractor.

40] **FORCE MAJEURE CLAUSE** :

A. If in the event the agency to the contract is prevented from discharging its/their obligations under the contract by reason of one or more of the events such as arrest(s), restraint(s) by Government or people, blockade (s), revolution(s), insurrection(s), mobilization(s), strike, block-out(s) blockade (s) civil commotion(s), riot(s), accident(s), scarcity/insufficiency of supply of wagons by Railways, preventing or delaying the loading of ores, Govt. requisition, Govt. order or statutory action or natural calamity or act(s) of God or any cause of whatever nature or description beyond the control of the company, then the agency shall have no claim whatsoever, against the company for any loss, damage caused to the agency by such reason.

On the occurrence of any of the force Majeure condition, the party concern shall notify the company in writing of such occurrence within 10 days of occurrence stating their in the date of occurrence of Force Majeure disability, by registered letter duly certified by statutory authorities. The agency shall resume the work as soon as practicable after such eventuality has ceased to exist of which the company shall be the sole judge. In the event of delay lasting over one month, if arising out of Force Majeure, both parties shall discuss and agree upon an equitable solution for termination of the contract, or other course of action to be adopted mutually.

B. For delays arising out of Force Majeure, the bidder will not claim extension in completion due for a period exceeding the period of delay, attributable to the causes of Force Majeure and neither the Company nor the bidder shall be liable to pay extra costs, provided it is mutually established that Force Majeure condition did actually exist.

41] **TERMINATION OF CONTRACT:**

41.1 MOIL Ltd. reserves the right to terminate the contract, in full or in part, if :

41.1.1 The Contractor defaults in proceeding with the works due to lack of diligence and/or in complying with any of the terms & conditions, stipulated in the contract.

41.1.2 The contractor fails to complete the works, as per the scheduled contract, before stipulated date of completion.

41.1.3 The contractor or Firm or any of the partner represented by the contractor, in the subject contract is adjudged as Insolvent by the concerned authority.

41.1.4 The contractor assigns/transfers/sub-lets the entire work or a portion thereof without the approval of the Accepting authority.

41.1.5 The contractor offers to give or agrees to give, in person of the Company's service or gift or any other consideration, as inducement or reward for seeking benefits in the contract.

41.2

41.2.1 Termination of the contract in full or part - The officer in charge shall determine the amount, if any that is recoverable from the Company, for the completion of the work, together with penalties and loss or damage, suffered by the Company as a result of the above termination.

41.2.2. The amount so worked out by the officer in charge, shall be recovered from moneys, due to contractor, on any account and if such moneys are not sufficient the contractor shall be called to pay the same within 30 days.

41.2.3 If the contractor fails to pay to the Company, the required sum within the stipulated period of 30 days, the officer in charge shall have the right to sell part or all of the materials / plant / equipment / implements / temporary buildings etc., belonging to the Contractor and apply the proceeds of the same thereof, towards the satisfaction of any sum due from the contractor. Any sum from the above proceeds in excess of the amount due to the Company and any unsold materials /plant, implements, temporary buildings etc. shall be repaid to the contractor, provided always that if cost or anticipated cost of the completion by the company of the work or part is less than the amount which the contractor should have been paid had he completed the work.

41.3 Termination of Contract, on death: If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies or if the Contractor is a partnership concern and one of the partners dies, then unless the Accepting Authority is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in case of partnership, the surviving partners are capable of completing the contract, the Accepting Authority shall be entitled to cancel the contract, as to its uncompleted part, without the Company in any way being liable to payment of any compensation to the estate of the deceased Contractor and/or to the surviving partners.

In the event of such cancellation, the Company shall not hold the estate of the deceased Contractor and/or the surviving partners of the firm liable in damages for not completing the Contract.

**42] FORECLOSURE:** If at any point of time, after the acceptance of the tender, the Company decides to abandon or reduce the scope of the contract work, for any reasons whatsoever, the Officer in Charge shall give notice in writing, to that effect to the Contractor and the Contractor shall have no claims to any payment, on account of compensation or on account of profit advantage, that he would have derived by way of execution of work, but could not do so, because of foreclosure.

However, the Contractor shall be paid at contract rates, full amount for works executed at site and a reasonable amount as certified by the Officer in Charge, for the items mentioned hereunder, which could not be utilized, on the work to the full extent, because of foreclosure.

42.1] Any expenditure incurred on preliminary site work e.g. temporary access roads, accommodation, water storage tanks etc.

42.2] The Co. shall decide whether to take over any of the Contractor's materials or any part thereof, whose supply was accepted at site, provided however that the Co. shall take over only such materials or part thereof, as the Contractor does not desire to retain. The cost of such



materials that shall be paid to the Contractor shall take into account purchase price, cost of transportation.

- 42.3] For Contractor's materials, not retained by the Co., reasonable cost of transporting such materials from site to permanent stores of the Contractor or to his other works, whichever is less shall be paid to him.
- 42.4] If any materials supplied by the Company to the Contractor are rendered surplus, the same shall be returned by the Contractor to the Company at rates, at which they were originally issued and a reasonable cost on account of transportation from the site to the stores of the Co.
- 42.5] The Co. shall pay to the Contractor, a reasonable compensation for transfer of T & P items from site to Contractor's permanent stores or to his any other work site, whichever is less.

**43] DISPUTE AND ARBITRATION:**

a) All disputes and differences arising out of or in any way touching or concerning this Agreement / contract / tender whatsoever (except as to any matter, the decision of which is expressly provided for in the agreement / contract / tender) shall be referred to Sole Arbitrator appointed by CMD MOIL Limited. The arbitrator shall enter the reference and conduct his proceedings according to the provisions of the Arbitration and Conciliation Act 1996 as amended till date. The Award of such an Arbitrator shall be final and binding on both the parties to this Agreement / contract / tender. It is a term of this agreement / contract / tender that in the event of such an Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the parties at the time of such transfer, vacation of office or inability of the Arbitrator to act, shall appoint another person to act as an Arbitrator. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this Agreement / contract / tender that no person other than a person so appointed, as aforesaid, shall act as an Arbitrator and if for any reason that is not possible, the matter is not to be referred to the arbitration at all.

Provided further that in case of contracts / agreements relating to Sale of Manganese Ore / All grade of Ferro Manganese / Slag & Di-oxide Ore / Oxide Ore / Electrolytic Manganese Dioxide by MOIL Limited any demand for arbitration in respect of any claims of the buyers / contractor / party aggrieved shall be in writing and made within three months of the date of termination or completion / expiry of the agreement / contract / tender and where such demand is not made within the above said period, the claims of the buyers / contractors / party aggrieved shall be deemed to have been waived and absolutely barred and MOIL shall be discharged and released of all liabilities under the Agreement / contract / tender in respect of those claims.

Provided further that the Arbitrator may, from time to time, with the consent of the parties enlarge the time for making and publishing the Award.

The costs of and in connection with the arbitration shall be in the discretion of the Arbitrator, who may make a suitable provision for the same in his Award.

b) All disputes relating to this agreement/contract/tender, shall be limited to the jurisdiction of the Court at Nagpur Bench of Bombay High Court.”

**44] CONSULTANTS:**

- a) A firm which has been engaged by the Company to provide goods or work for the project and any of its affiliates will be disqualified from providing consultancy services for the same project. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project and any of its affiliates will be disqualified from subsequently providing goods or works or services related to the initial assignment of the same project.
- b) The consultants or any of their affiliates will not be hired for any assignment, which by its nature, may be in conflict with another assignment of the consultants.

- 45] **INSURANCE:** From commencement to completion of the works, the contractor shall have full responsibility for the case thereof and for taking precautions to prevent loss or damage to the assets at site and works under completion, as per this work order, and in case of projects, special works exceeding a cost of Rs. 50 Lakhs and above or where ever mentioned, specifically in the tender documents, the contractor will obtain an insurance policy covering all risks, damages, loss etc.

The Contractor shall provide in the names of the Employer, insurance cover from the start date to the end of the Defects liability period, in the amounts and deductibles stated in the Contract data for the following events which are due to the Contractors risks.

- a) Loss of or damage to the works, Plant and materials
- b) Loss of or damage to Equipment
- c) Loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract and
- d) Personal injury or death

Policies and Certificates for insurance shall be delivered by the Contractor to the Nodal Officer or his nominee for the Nodal Officer or his nominee's approval before the Start Date. All such insurances shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums from the Employer has paid from payments otherwise due to the Contractor or if no payment is due, the payment of the premium shall be a debt due.

Alterations to the terms of insurance shall not be made without the approval of the Nodal Officer or his nominee. Both parties shall comply with all conditions of the insurance policies.

- 46] **SUB - VENDER:** The contract agreement will specify major items of supply or services for which the contractor proposes to engage sub-vender. The contractor may from time to time propose any addition or deletion from such list and will submit the proposal in this regard to the officer in charge. Such approval of the officer in charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.
- 47] **DEVIATION:** Deviations sought by the bidder whether they are commercial or technical must only be given within the schedule, prescribed for them. Any willful attempt by the bidders to camouflage the deviation, by giving them in the covering letter or in any other documents, than the prescribed schedules may render the bid itself non-responsive.
- 48] **SUB-CONTRACTING** : If a contractor submits his bid, qualifies and does not get the contract because of his being, not the lowest, he will be prohibited from working as a sub-contractor for a contractor who is executing the contract.
- 49] This notice of tender shall form a part of the agreement between MOIL and the successful contractor for the purpose of this contract.

- 50] In usual course, no machineries shall be provided to the contractor by the Company. However, in emergent situation the required machineries may be provided to the contractor for such period as considered essential by the Company and the hiring charges for the same would be recovered, on the rates determined by the competent authority.

**51] STATUTORY RULES & REGULATIONS:**

- a) The contractor will abide by all the laws of the land applicable to this type of job.
- b) In respect of the employees engaged by the contractor, the contractor will be “EMPLOYER” defined under various Acts Rules and Regulations in relation to the nature of work involved. The person engaged by the contractor for the work shall be under the contractor directly and there shall be no Employer and Employee relationship between the contractor’s employees and the company.
- c) The contractor will be responsible for payment of compensation caused to all his employees or caused by his employees/machines to others due to any incident/accident. In case of occurrence of any accident it should be brought to the notice of the Management with immediate effect.
- d) The contractor shall be solely responsible for compliance with all labour laws, Payment of Wages Act 1936, Employees Provident Fund Act, Payment of Gratuity Act 1972, Workmen Compensation Act, Works Contract Act, Sales Tax Act, Minimum Wages Act 1948, Industrial Disputes Act 1947, Contract Labour (Regulation & Abolition) Act 1970, Equal Remuneration Act 1979, Child labour (Prohibition & Regulation) Act 1986, Mines Act 1952, Mines Rules 1955, Metalliferrous Mines Regulation 1961, Explosives Act, Turnover tax act (where ever applicable) and other relevant Central / State Govt. rules etc.

The Contractor shall take full responsibility for stoppage of work, as a result of non compliance to above rules and violations pointed by the enforcing agencies, thereof.

The Contractor shall, at his own cost and time, rectify all the defects /violations pointed out by such statutory authorities.

Such stoppage of work shall not be taken as a valid reason for not achieving the targets and the Company shall be free to impose penalty, stipulated, in the tender document.

The Contractor shall defend, indemnify and hold the Company harmless from any liability or penalty which may be imposed by the Central / State or local authorities, by the reasons of any assorted violation, by the Contractor and also from all claims, suites or proceedings that may be brought against the Company.

- e) The contractor should deposit the wages of the employees in the bank account of the concerned employees and should submit the certified statement from the bank along with the bills.
- f) The tenderer should submit the copy of the PF registration No duly allotted by Regional Provident Fund Commissioner along with documentary evidence and shall submit copy of latest PF remittance challan. In case the tenderer does not possess the PF registration number at the time of submission of tender , then such tenderer has to enclose photocopy of application already made duly acknowledged for obtaining PF registration together with an undertaking, on a Non Judicial Stamp Paper of Value not less than Rs 100/- stating that “Within One Month from the date of issue of Letter of Intent/Letter of Award of Contract Tenderer shall obtain PF code Number and submit a copy of the same to MOIL “ Failing which, the Work order will be treated as cancelled without any further notice and will be treated as non compliance.
- g) The provident fund of the employees should be deposited through on line mode and the original paid challan (along with ECR and TRRN) has to be submitted along with the bills.

**52] FINANCIAL REQUIREMENT & QUALIFYING CRITERIA :**

- 52.1] The tenderer should submit/upload the following, along with the PART I of the tender:
- i] Valid Income Tax Clearance Certificate (**The tenderer should upload the income tax acknowledgement receipt for the assessment years 2015-16, 2016-17 and 2017-18**)
  - ii] Latest Solvency certificate from the bankers (**Issued after 28/06/2017**)
  - iii] Balance Sheet for the last 3 years (**2014-15, 2015-16 and 2016-17**)
  - iv] Profit & Loss account for the last 3 years (**2014-15, 2015-16 and 2016-17**)
- 52.2] The party will be considered for the award of the work, and for qualifying in PART-II of the tender, only if
- a] It has carried out similar work of at least 30 % of the value of the present tender, in a single contract. The party should indicate clearly in the annexure II, enclosed to this tender, whether they fulfill this criteria (**The tenderer should upload the Work order along with satisfactory work completion certificate of the similar type of work carried out to prove the work experience.**)
  - b] The party's turn over for the last three years. (**2014-15, 2015-16 and 2016-17**) should be at least **two times the value of the present tender.**
- 53] The contractor shall furnish to the Company complete information as may be required for compilation and submission of various returns/reports to different authorities from time to time.
- 54] The contractor shall submit the list of equipment which will be used by contractor for execution of works.
- 55] The contractor shall carefully read terms and conditions and the same shall be signed by him or his authorized representative, in token of acceptance of the same
- 56] **PAYMENT OF BILLS:**
- a] The running bills shall be submitted by the Contractor, normally at monthly intervals, for the work executed, as certified by the Officer - in - Charge.
  - b] The final bills shall be submitted by the Contractor within 60 days of the completion of works and no further claims shall be made by the Contractor, after submission of the final bill. Any such additional bill shall be deemed to have been waived or extinguished.
  - c] RTGS/e-Payment: Real Time Gross Settlement/e-Payment shall be encouraged.

**57] LIQUIDATED DAMAGES:**

- a] In case of delay in completion of the Contract, Liquidated Damages (L.D.) may be levied at the rate of ½ (Half) % of the contract price per week of delay for uncompleted/balance part of contract quantity, subject to a maximum of 10% of the Contract price.
- b] However, the C.M.D., may at his discretion, allow further extension of time with or without levying of L.D.
- c] The C.M.D., if not satisfied with the progress of the work and in the event of failure of the Contractor to recoup the delays, in the mutually agreed time frame, may terminate the Contract and in such an event The Company shall be entitled to recover L.D. up to 10% of the Contract value and forfeit the Security deposit made by the Contractor, besides getting the work completed by other means at risk and cost to the Contractor.

58. The tenderer, during the execution of work, shall mandatorily observe that he will give preference to those employees who either have Adhar Number or have applied for Adhar Card or have agreed to apply for Adhar Card, while employing the labours/employees for the awarded/allotted scope of work against this NIT, so as to establish their genuineness and to enable payments directly through Adhar Payment Bridge.

In compliance of the above clause, the tenderer shall give an undertaking along with the NIT, in the following format, duly signed by him along with the seal. Non-submission of the undertaking may result in rejection of the offer of the bidder.

For and on behalf of  
MOIL Limited

Signature of the contractor  
(or his authorized representative)

(Authorized Signatory)

## ANNEXURE I

### GENERAL INFORMATION ABOUT THE TENDERER:

- 1) Name of the applicant, his nationality :  
and full address
- 2) Whether the Firm is a private or Public :  
Undertakings or Hindu undivided  
Family, Individual or a registered  
Partnership Firm. (Attested copies of  
Deeds or Articles of Association /  
Partnership Deed to be enclosed)
- 3) Telex & Telephone No. :  
(Office & Residence)
- 4) Name of the person holding the Power :  
of Attorney and his Nationality with  
him/her liabilities ( attested copy of the  
Power of Attorney to be enclosed)
- 5) a) Name of Partner, their present :  
nationality with their liabilities (Attested  
copy of the Partnership Deed to be  
enclosed)  
b) Name & address of he Directors :  
of the Firm.
- 6) Name of the Bankers and their full :  
Address / addresses

(NOTE : The Banker's report in original, preferably in sealed cover giving his/their financial capacity to handle works of the required magnitude should be enclosed along with the tender)

- 7) Present place of business :
- 8) Present type of business and the value :  
Of similar jobs carried out by them in  
The last three years (Please give on a  
separate sheet details of the work, the  
value of the work. Details be  
Supported with copies f work orders etc.)
- 9) Licence of registration with the Regional:  
Labour Commissioner.

N.B. a) The tenderer should obtain a valid licence within 15 days of the award of the work.

- b) In case of failure of the contractor to maintain a valid licence during the period of operation of this contract he will render himself liable for immediate termination of the contract without any compensation, apart from being called upon to bear the burden of penalties, if any, that may be imposed by the concerned labour authorities.

- 10) Whether the tenderer has registered himself, in any other Public Undertakings for similar work? If so, photocopy of such registration may be furnished.

- 11) Whether the tenderer has quoted for or been awarded any contract of similar nature with any other Company / Undertaking etc. during a part or whole of the period covered by this contract ? If so, please furnish details.
- 12) Whether the tenderer or any of his Partner is a dismissed/ retired Government servant / employee of MOIL or any other Public Sector Undertakings? If yes, please give details.
- 13) Has the tenderer or any of his Partner or shareholders been blacklisted or removed from the approved list of contractors, or demoted to lower class or orders passed banning / suspending business etc. by any Govt. / Department / Private Cos. etc. in the past? If yes, please give details.
- 14) Has the tenderer submitted Earnest Money Deposit along with the tender. Please indicate the following :
- i) Amount of Earnest Money Deposit
- ii) Draft No. date and name of the bank
- 15) Whether Income Tax Clearance certificate attached. Yes/No.
- 16) Whether Balance Sheet of last three years Attached Yes/No.
- 17) Whether solvency certificate of appropriate amount from the Banker attached Yes/No
- 18) Whether Partnership deed in case of more than one owner is attached Yes/No/Not applicable

**Note:**

- i) The Company's decision, as regards determining the capability and capacity of the tenderer, to satisfactorily handle the work shall be final.
- ii) Separate statement may be used wherever necessary.
- iii) Photostat copies of documents should be furnished wherever necessary.

**DECLARATION**

- I. I/We certify that I/We did not retire as an employee(s) MOIL or any Public Sector Undertaking during the last two years. I/We also certify that I/We have neither such a person under my/our employment nor shall I/We employ any such person within two years of his retirement from MOIL or any other Public Sector Undertakings except with the prior permission of MOIL.
  
- II. I/We certify that none of the Partner/Directors retired as an employee of MOIL or any other Public Sector Undertakings during the last two years. I/We also certify that in case of any such person is proposed to be inducted by us as Partner/Directors prior permission of MOIL will be obtained.
  
- III. I/We also certify that we do not have in our employment any person, dismissed from service, by MOIL or any other Public Sector Undertaking. In case such a person is proposed to be employed by me/us in future, prior permission of MOIL would be obtained.
  
- IV. I have read the above instructions as well as the contents of part I of the tender and understood the same. In acceptance thereof, I sign hereunder authorized signatory of the contractor.
  
- V. I/We declare that I or our partners neither related of any employee of MOIL nor shall I/We employ any person / firm having such relation to execute the contract.
  
- VI. I agree to comply all the recommendations of 10<sup>th</sup> Conference of Safety in Mines.

Authorized signatory of the Contractor

Full Address \_\_\_\_\_

Dated : \_\_\_\_\_



**ANNEXURE-II**

( to be submitted with Part I )

**DETAILS OF PREVIOUS EXPERIENCE OF SIMILAR NATURE.**

S. No	Mine/ Organization	Quantum of work	Value of work	Duration of work	Whether completed or progress	Delay, if any from scheduled completion date	Penalty/Bonus/ if any	Whether it was supply of equipment	Remarks

Authorized signatory of the Contractor.

Full Address.

**PART I (C)**  
**(OPEN E-TENDER)**

**TECHNICAL DETAILS OF WORK TO BE EXECUTED, IN FOLLOWING FORMAT:**

1. **Name of the work** : **“Drilling of holes for cable bolting and grouting operation at Kandri Mine of MOIL Limited”.**
  
- 1.1 **Scope of Work** : The work includes the drill machine, wire ropes, tube, cement etc. will be provided by the company free of cost. The contractor will have to arrange semi skilled worker for cable bolt drilling, carrying the wire rope upto site, shifting the drill machine jamming the hole pumping the slurry mixture in the hole etc.
  
- 1.2 **Location** : Kandri Mine is located in the Nagpur District of M.S. State, about 40 Kms from Nagpur. The nearest Railway Station is Ramtek which is about 5 Kms. from the mine and is on Kanhan Ramtek Rly line. The mine is connected with the Road between Nagpur to Seoni at Munsar.

**Annexure- 3**

**CERTIFICATE**

I agree to the terms and conditions, set above and submit my quotations for the tender No..... dated ..... relating to ..... mine, duly signed by me.

Full address:

Signature of the Contractor

Date

## MOIL LIMITED

### PART I (D)

#### FACILITIES TO THE CONTRACTOR:

- 1] **WATER SUPPLY:** The contractor will have to make his own arrangement for supply of water to the work site, including that required for dust suppression on haul roads. All pumping installation/pipelines net works, as and when required will have to be carried out by the contractor at his own cost.

Alternatively the Company at its discretion may Endeavour to provide water to the Contractor at the Co.'s source of supply, from where he shall arrange for its transportation to places of use, with the prior approval of the Mine manager.

However, the Company does not guarantee the supply of water and this shall not relieve the contractor of his responsibility for making his own arrangement and for timely completion of the work as stipulated in the schedule.

- 2] **POWER SUPPLY:** Subject to availability, the Company will supply power at one common point, from where the contractor will make his own arrangement for temporary distribution. The contractor shall also provide suitable electric meter, fuses, safety appliances, switches etc. for the purpose of to the company, in lieu of the power so consumed, at his own cost. These shall be under the custody and control of the Company. The cost of the power supply shall be payable to the Company, every month, at such rates, as fixed by the Company, from time to time, and would be deducted from the running bills of the Contractor.

The Company does not however guarantee the supply of electricity and no compensation for any failure of short supply of electricity will be entertained and this shall not relieve the Contractor of his responsibility for providing the needed power supply and for timely completion of the work, as stipulated in the contract.

Arrangement for adequate lighting, at the work site shall also be made by contractor.

- 3] **PLACES FOR OFFICE, STORES ETC.:** The contractor shall have to make his own arrangement, in respect of his office, stores, workshop, residential accommodation etc. for his supervision /managerial staff etc. ~~The mine manager may render necessary assistance in this regard, to the extent possible, subject to availability, on payment basis.~~

4] **SUPPLY OF STORES MATERIALS/FUEL AND LUBRICANTS/ EXPLOSIVES /  
CONSUMABLES**

- a) ~~Normally no stores / F.O.L. etc. shall be supplied to the Contractor. However, these may be provided by the Company on charge basis, subject to availability, if so requested, in writing, by the contractor from time to time. Such a charge will normally be "Actual cost of MOIL store + 25 % administrative and handling charges". But inability to provide the same by the Company shall not be a construed as a reason in non completion of the work, as per schedule.~~
- b) ~~Where blasting is carried out by the Company, no deduction shall be made on account of the cost of explosives and blasting accessories.~~

- 5] **MAINTENANCE OF HAUL ROAD & DUMPLING PLACE** : The contractor shall be responsible for the proper maintenance of the haul roads, used by him for the dumping of waste rock debris. If at any time it is found that the roads are not maintained in a proper condition the MOIL Management may undertake to do so on its own or get it done from an external agency, subject to recovery of all such costs from the contractor. Similarly, the contractor shall be responsible for the proper maintenance of dumping area and maintaining its proper level and gradient as required under statutes under Mines Act Regulation and Rules made there under. In case, it is not done, the MOIL Management may undertake to do so on its own or get it done from external agency, subject to the recovery of all such costs from the contractor.

For and on behalf of  
MOIL Limited

(Authorized Signatory)

Signature of the Contractor  
(or his authorized representative)

**RECOMMENDATIONS OF THE TENTH CONFERENCE ON SAFETY IN MINES HELD ON  
26<sup>TH</sup> AND 27<sup>TH</sup> NOVEMBER, 2007 AT NEW DELHI.**

2.2 Contractor's responsibilities

- a) Prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them.
- b) Provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
- c) Keep an up to date SOP and provide a copy of changes to a person designated by the Mine owner.
- d) Ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner.
- e) For work of a specified scope/nature, develop and provide to the mine owner a site specific code of practice.
- f) Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all safety laws by the sub or sub-contractors.
- g) All persons deployed by the contractor for working in a mine must undergo vocational training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of VT & IME.
- h) Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. If contractor is unable to provide owner/agent/manager of the mine shall provide the same.
- i) The contractor shall submit to DGMS returns indicating Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons, deployed how many work persons hold VT certificate, how many work persons undergone IME and type of medical certificate given to the work persons. The return shall be submitted quarterly (by 10<sup>th</sup> of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

## UNDERTAKING

I / We / M/s .....the  
proprietor/Owner/ Partner/Director of the  
firm/Company.....do hereby confirm  
that after the award of work in our favour against the subject NIT, we will mandatorily  
implement/observe and follow that while employing the labours / employing the  
labours/employees for the awarded work of the work order against the NIT  
No.....date....., he will  
give preference to those employees who either have Adhar Number or have applied for  
Adhar Card or have agreed to apply for Adhar Card, so as to establish their genuineness  
and enable payments directly through Adhar Payment Bridge.

I / we am /are aware that non-submission of this undertaking will result in rejection of  
my offer. Further the company will be at liberty to take appropriate action including  
suspension of work of the contractor / termination of the contract at any stage of the work  
in the event of non-compliance with NIT condition.

Signature  
Name of the tenderer / firm

Seal  
Date

## ANNEXURE

Party shall submit all the relevant documents required as per tender terms and conditions and arrange as per following:

Sr. No.	List of Documents to be uploaded
1	Proof of submission of Income-tax return (last three years)
2	Latest Solvency Certificate from the bankers (not more than 1 year from the opening date of Part-I)
3	Audited Balance sheet for the last 3 years (certified by C.A.)
4	Audited Profit and Loss account for last 3 years (certified by C.A.)
5	Work done certificate for similar nature of work of at least 30% of the value of the present tender (copy of work order and satisfactorily completion report)
6	Audited turn over certificate for last 3 years. (certified by C.A.)
7	<del>Proof of Ownership of excavator &amp; Dumper as mentioned in Part 1 (C) (4.8.1)</del> (If required)