



# MOIL LIMITED

A GOVERNMENT OF INDIA ENTERPRISE  
MATERIAL DEPARTMENT  
"MOIL BHAWAN", 1A, KATOL ROAD, NAGPUR-440013.

Website:www.moil.nic.in, CIN:L99999MH1962GOI012398  
Maharashtra - 27AAACM8952A1ZL Madhya Pradesh - 23AAACM8952A1ZT  
Phone No. PBX: 0712-2590050. PRI: 2806100. Fax No. 0712-2592360. Gram: ORMIX

## NOTICE INVITING TENDER (NIT)

Ref: Open e-Tender No. WE-79/ET-265, for Purchase of Drilling Accessories for Electro Hydraulic Crawler Drill Machines at Chikla Mine  
(Only through e-procurement).

### SCHEDULE OF TENDER (SOT)

a. TENDER NO., DATE, ITEM & QUANTITY	WE-79, Dt.30/09/2019 for Purchase of Drilling Accessories for Electro Hydraulic Crawler Drill Machines.
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.
c. e -Tender No. (on MSTC Portal)	<b>MOIL/19-20/ET-265</b>
d. Date of NIT available to firms to download	30/09/2019
e. Date of Starting of online Pre-bid meeting	04/10/2019 at 11.00 A.M.
f. Date of Closing of online Pre-bid meeting	07/10/2019 at 05.00 P.M. <b>(Bidder may please note that they can raise query up to six hours prior to closing of pre-bid meeting).</b>
g. i) Earnest Money Deposit -----	<b>Rs. 10,000.00</b>  <b>NOTE:</b> <b>For Non- MSEs:</b> Mandatorily may please make the Payment of EMD Electronically (RTGS/NEFT) from Nationalised/Scheduled Bank only 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 <b>mention the UTR No./Reference No. in case of IDBI Bank</b> 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 <b>mention document type</b> in the space provided in Sr.No.1 of the commercial term template on MSTC portal for exemption towards EMD & <b>upload</b> the relevant document <b>in the upload link</b> (for details may kindly refer Cl.No.1, Annexure-A, Part-II)
ii) Transaction Fee -----	<b>Rs.1,180.00.00</b> (Including other charges & GST Charges @18.00% on other Charges). Payment of Transaction fee as per Clause No. 4 of Annexure 'B'.
h. 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>	12/10/2019 at 3.00 P.M.
i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	22/10/2019 at 3.00 P.M.
j. 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 and if the due date (i.e. Date & time of opening of Part-I) falls on holiday, the tender will be opened on the next full working day at the same time].	23/10/2019 at 3.30 P.M.

Offers are invited for Purchase of Drilling Accessories for Electro Hydraulic Crawler Drill Machines, as per technical specifications specified in Annexure 'C' & scope is supply only. Contents of tender documents are as per Annexure – A to TE6 as mentioned below:

<b>Annexure - A</b>	Instructions to Bidders (Part-I & Part-II) (4 Pages).
<b>Annexure - B</b>	Important instructions for E-procurement (3 Pages).
<b>Annexure - C</b>	Technical Specifications (2 Pages).
<b>Annexure - D</b>	Commercial Terms and conditions (6 Pages).
<b>Annexure - E</b>	Price Bid Format for on line submission by bidder (1 Page).
<b>Annexure - TE1</b>	General Commercial Terms and Conditions of Tender Enquiry (5 Pages).
<b>Annexure - TE6</b>	Details of the location of Mines & Plants situated in Maharashtra & Madhya Pradesh (1 page).

## ANNEXURE 'A'

### Part-I

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

This is an e-procurement event of MOIL Ltd. The e-procurement service provider is MSTC Ltd., Western Regional Office- Mumbai.

<b>1.</b>	<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><u>For detail may kindly refer Annexure "B"</u></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. R.S. Chauhan, Sr. Manager (System) MOIL BHAWAN, 1A, KATOL ROAD, NAGPUR-440 013. CONTACT NO. 0712-2806259 MOBILE NO. 08275044697 EMAIL: <a href="mailto:ranjeetsingh@moil.nic.in">ranjeetsingh@moil.nic.in</a></td><td style="width: 50%; vertical-align: top;">3) Mr. Atul Sharma, Sr.DGM (Mech.) MOIL BHAWAN, 1A, KATOL ROAD, NAGPUR-440 013. CONTACT NO. 0712-2806140 MOBILE NO. 0779045650 EMAIL: <a href="mailto:ats@moil.nic.in">ats@moil.nic.in</a></td></tr><tr><td style="vertical-align: top;">2) Mr. S.B. Chaudhari, DGM (Materials), MATERIALS DEPARTMENT MOIL BHAWAN, 1A, KATOL ROAD, NAGPUR – 440 013. CONTACT NO. 0712-2806285 (MOBILE - 9764797700) EMAIL: <a href="mailto:sbc@moil.nic.in">sbc@moil.nic.in</a></td><td style="vertical-align: top;">4) Mr. D.I. Khan, Chief Manager (Mtls.) MATERIALS DEPARTMENT MOIL BHAWAN, 1A, KATOLROAD, NAGPUR – 440 013. CONTACT NO. 0712-2806137 MOBILE NO. 9405673825 EMAIL: <a href="mailto:khan@moil.nic.in">khan@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. R.S. Chauhan, Sr. Manager (System) MOIL BHAWAN, 1A, KATOL ROAD, NAGPUR-440 013. CONTACT NO. 0712-2806259 MOBILE NO. 08275044697 EMAIL: <a href="mailto:ranjeetsingh@moil.nic.in">ranjeetsingh@moil.nic.in</a>	3) Mr. Atul Sharma, Sr.DGM (Mech.) MOIL BHAWAN, 1A, KATOL ROAD, NAGPUR-440 013. CONTACT NO. 0712-2806140 MOBILE NO. 0779045650 EMAIL: <a href="mailto:ats@moil.nic.in">ats@moil.nic.in</a>	2) Mr. S.B. Chaudhari, DGM (Materials), MATERIALS DEPARTMENT MOIL BHAWAN, 1A, KATOL ROAD, NAGPUR – 440 013. CONTACT NO. 0712-2806285 (MOBILE - 9764797700) EMAIL: <a href="mailto:sbc@moil.nic.in">sbc@moil.nic.in</a>	4) Mr. D.I. Khan, Chief Manager (Mtls.) MATERIALS DEPARTMENT MOIL BHAWAN, 1A, KATOLROAD, NAGPUR – 440 013. CONTACT NO. 0712-2806137 MOBILE NO. 9405673825 EMAIL: <a href="mailto:khan@moil.nic.in">khan@moil.nic.in</a>
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<b>2.</b>	<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>”, <b>Point No. 'e' &amp; 'f'</b>. For Technical clarification(s) (if any), they may bring <b>to the attention of Sr.DGM (Mech.)</b>. For commercial clarification to <b>Chief Manager (Mtls.)</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 mention 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. 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. 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>										

4	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 (Refer Point No.1 of this Annexure).
5	(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. (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.
6	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 I.D. 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 I.D. and Mobile No. of authorized official <b>in the Annexure-D</b> (Commercial Terms & Conditions Format) for communication through email/SMS alerts (if any). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate)
7.	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> ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderers 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. & <a href="http://www.moil.nic.in">www.moil.nic.in</a> of MOIL Ltd . & <a href="http://eprocure.gov.in">eprocure.gov.in</a> . of CPP Portal.
8.	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.
9.	Vendors must participate in live demo e-tender no. MOIL/13-14/ET/DEMO for e-tenders to familiarize/acquainted themselves before going to bid in the actual event. (The Demo e-tender does not warrant any transaction fee).
10	Vendors are requested to give sufficient time to bid in an organized manner and report any problem arisen to MSTC in advance & not in the closing stage.

**DGM (SYSTEM) - NODAL OFFICER**

## ANNEXURE 'A'

### Part-II

#### Instructions to Bidders:

1

#### Special Note towards Earnest Money Deposit (EMD) –

##### A: For Non-MSEs:

Step-I: The intending bidders should submit Earnest Money to MOIL Ltd., alongwith their offer otherwise their offer will summarily rejected. EMD should be deposited Electronically (RTGS/NEFT) from Nationalised/ Scheduled Bank only in the designated account as under:

- a: Name of Bank & Branch: IDBI Bank, Civil Lines Branch, Nagpur
- b: Account No. 004110200038465
- c: IFS Code: IBKL0000041

EMD should be deposited in one go and exact amount should be reflected in our books of account on or before the opening date & time of tender, failing which the offer shall be rejected outrightly.

Step-II: After remittance of Earnest Money as above, UTR No./Reference No. in case of IDBI Bank should be entered by participating bidder in the space provided in the Commercial Term Template on MSTC Portal. The receipt of EMD shall be verified by MOIL Ltd., against details of the UTR No. /Reference No. in case of IDBI Bank and offers of those participating bidders whose receipt of EMD is confirmed by Finance Department, MOIL Ltd., shall be considered for further evaluation. In short, mentioning the correct UTR No. /Reference No. in case of IDBI Bank in the space provided in Commercial Term Template on MSTC Portal is mandatory, failing which the offer shall be rejected outrightly.

No other mode of payment of EMD shall be accepted.

##### B: For Micro and Small Enterprises (MSEs):

MSEs registered with SSI/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 & Medium Enterprises (MSME) vide Gazette Notification dated 26.03.2012 scheme, provided they have valid registration certificate with the above authorities and cover the tendered/offered items.

Step I: The participating bidders under this category should mandatorily mention the document type in the space provided in the Commercial Term Template on MSTC Portal.

Step-II: 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. In short, mentioning the exemption document type in the space in the Commercial Term Template on MSTC Portal & uploading the same in the upload link is mandatory, failing which the offer shall be rejected outrightly.

C: PSUs: State/Central Govt. Organization/PSUs are exempted from submission of EMD/SD. However, they should 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, failing which the offer shall be rejected outrightly.

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.

- A. Purchase preference to central public sector enterprises as per Govt. guideline shall be applicable.
- B. Public procurement policy for Micro and Small Enterprises (MSEs) as per Govt. guideline shall be applicable. For details visit website: [www.msme.gov.in](http://www.msme.gov.in). Bidder(s) falling in category of MSE (Micro & Small Enterprises) must essentially submit relevant & authentic valid documents like NSIC/Udyog Aadhar Memorandum/ EM (Entrepreneur Memorandum) Part II acknowledgement & certificate along with list of items for which bidder is registered as MSE. If MSE is owned by Schedule Caste (SC)/ Schedule Tribe (ST)/Women, then such bidder will have to mention categorically and upload the copy of necessary relevant document like NSIC certificate/Udyog Aadhar Memorandum/EM Part-II indicating their Enterprise Social class/Social category of Entrepreneur/Gender. The caste certificate issued by State Authority as per Law may be uploaded. These documents should be self authenticated, certified by Chief Executive of Enterprise.
- C. (i) MOIL Ltd. will ensure that for all Start-ups [whether Micro & 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.  
(ii) A bidder will be considered only if registered as Startup (in appropriate category, if applicable) with Ministry of Commerce & Industry, Department of Promotion of Industry & Internal Trade.
- D. **Public Procurement Officer:** Mr. Deepak Borkute, DGM (Materials)  
Contact No.: Landline: 0712-2806130, E-MAIL: [dmb@moil.nic.in](mailto:dmb@moil.nic.in)
- E. **Nodal Officer regarding procurement from SC/ST MSE Enterprises :**  
Mr. D.I. Khan, Chief Manager (Materials) (Contact No.: Landline: 0712-2806137, E-MAIL: [khan@moil.nic.in](mailto:khan@moil.nic.in))

2	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
3	e-tender cannot be accessed after the closing date and time mentioned in NIT.
4	Any order resulting from this e-tender shall be governed by terms & 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) <b>before the date and time of starting of e-tender</b> for submission of online Techno-commercial Bid & Price Bid.
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 MSTC Ltd.
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>ONLY MANUFACTURERS</b> of tendered item are to quote. In case the bidder is manufacturer, full address of works with their valid registration with NSIC/SSI/DIC/ Registrar of companies etc. in their own name is to be uploaded with the offer.  IN CASE, AS A MATTER OF POLICY, any Manufacturer does not market their product(s) directly, then such Manufacturer may submit their offer along with document for their being Manufacturer as specified above, through their Authorized Marketing outlet. In such case authorization certificate OR authenticated authority letter (Scan copy of original specifying the tender reference) from manufacturer for the tendered item in the name of tenderer should be uploaded by the bidder along with the bid, failing which the bid will stand rejected and no correspondence in this regard shall be entertained.
15	<b>TENDERER 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 blacklisted/banned/ debarred/de-enlisted/put on holidays (or any terminology used for Business Banning) by any Govt. Organization/Quasi-Govt.Organizations/CPSEs/ Court.</b> If they have been <b>blacklisted/banned/ debarred/ de-enlisted/put on holidays (or any terminology used for Business Banning) by any Govt. Organization/ Quasi-Govt. Organizations/CPSEs/ Court</b> , 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>
15.1	If the tenderer submits the declaration that <b>they or their principle or principle's any other authorized firm have not been blacklisted/banned/debarred/de-enlisted/put on holidays (or any terminology used for Business Banning) by any Govt. Organization/Quasi-Govt. Organizations/CPSEs/ Court</b> and at later date, if it is established that the tenderer was <b>blacklisted/banned/debarred/de-enlisted/put on holidays (or any terminology used for Business Banning) by any Govt. Organization/Quasi-Govt. Organizations/CPSEs/ Court</b> , 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 firm (even if tender is in process) & banning of firm for period of minimum three years for any business activity with MOIL Limited.
15.2	Tenderer (OEM/ SUPPLIER/ VENDOR/FIRM/BIDDER) OR THEIR PRINCIPLE OR PRINCIPLE'S ANY OTHER AUTHORISED FIRM has <b>blacklisted/banned/debarred/de-enlisted/put on holidays (or any terminology used for Business Banning)</b> for whatever reason by any <b>Govt. Organization/Quasi-Govt. Organizations/CPSEs/Court</b> in past, the tenderer shall not be considered eligible for participating in this tender enquiry.
16	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://eprochure.gov.in">http://eprochure.gov.in</a> .
17	If a firm quotes 'Nil' charges/consideration, the bid shall be treated as unresponsive and will not be considered.
18	<u>Arbitration Clause:- Disputes &amp; Arbitration (for PSUs only)-</u> "All the Disputes and differences arising out of or in any way touching or concerning this agreement between the parties shall be resolved by a reference to the permanent Machinery of Arbitrators (PMA) i.e. to the Sole Arbitrator in the department of Public Enterprises as per the O.M.No. 4(1)/2011-DPE(PMA)-GL dated 12.06.2013 issued by the Department of Public Enterprises, Ministry of Heavy Enterprises (Govt of India) and for all purposes of the arbitration the rules and procedure prescribed therein shall be applicable".

**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><b><u>Process of E-tender :</u></b></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>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></p> <p>1). Vendors are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-Procurement → PSU/Govtdepts → 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>Contact person (MSTC Ltd):</p> <p>1. Shri S Mukherjee, DM(e-Commerce) – <a href="mailto:smukherjee@mstcindia.co.in">smukherjee@mstcindia.co.in</a></p> <p>2. Ms S Maity, AM(e-Commerce) – <a href="mailto:smaity@mstcindia.co.in">smaity@mstcindia.co.in</a></p> <p>Google hangout ID- (for text chat)- <a href="mailto:mstceproc@gmail.com">mstceproc@gmail.com</a></p> <p>B) System Requirement:</p> <p>i) Windows 7 or above Operating System</p> <p>ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature</p> <p>iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</p> <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: 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”.</li> </ul> <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>
2	<p>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.</p>
3	<p>All entries in the tender should be entered in online Technical &amp; Commercial Formats without any ambiguity.</p>

4	<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>
5	<p>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).</p>
6	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
7	<p><b>Bidding in e-tender :</b></p> <ol style="list-style-type: none"> <li>a) Vendor(s) need to submit necessary EMD and Transaction fees (If ANY) to be eligible to bid online in the e-tender. 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 transaction fee can only submit their Technical Bid and 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> <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> <li>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.</li> <li>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</li> <li>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.</li> <li>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.</li> </ol>

8	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9	No deviation to the technical and commercial terms & conditions are allowed.
10	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.
11	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.

**DGM (SYSTEM) - NODAL OFFICER**




**ANNEXURE - C**

**TECHNICAL SPECIFICATION FOR DRILLING ACCESSORIES REQUIRED FOR ELECTRO-HYDRAULIC CRAWLER DRILL MACHINES.**

Sr. No.	Description	Vendor Response
<b>LOT-1</b>		
1.1	<b>Deviations:</b> Any deviation in technical specification should be discussed /clarified during online prebid meeting only. After closing of online prebid meeting, discussion with reference to any deviation shall not be entertained.	Agree
1.2	<b>General Description:</b> Drilling accessories required for "EIMCO-ELECON" Make Electro-Hydraulic Crawler Drill Machines.	Agree
1.3	<b>Specification:</b> Bidders are advised to submit the tender as per specification & equivalent to the part nos. of Sandvik mentioned in this tender enquiry. Offers with other specifications shall be liable to be ignored/rejected.	Agree
1.4	<p><b>Guaranteed Meterage:</b> The items required are very important input at our mines &amp; hence the performance directly results the production. The bidder MUST therefore mention the MINIMUM METERAGE which shall be given by their products, when used at our mines under existing normal working conditions, if does not give 75% of <b>"MINIMUM METERAGE (GUARANTEED)"</b> shall individually qualify for <b>FREE OF COST REPLACEMENT</b>.</p> <p>The minimum meterage guarantee required by us at our mines for the Items is as under:</p> <p><b>A. Button Bit, R-25, 33 mm Dia.:</b> 120 Mtrs. at Chikla Mine.  <b>B. Drifter Rod, 1500 mm:</b> 600 Mtrs. at Chikla Mine.</p> <p>In the event, any of extension rod &amp; Drifter rod gives less than "Minimum Meterage" and <b>above 75%</b> of the above stipulated meterage, such individual item shall qualify for <b>FREE REPLACEMENT on Pro-Rata basis (and not on item to item basis) &amp; such failed item shall not be returned to the supplier.</b></p>	Agree + Remark
1.5	<b>Pre-qualifying condition:</b>	
1.5.1	The bidder should have supplied at least 30% of the total tendered quantity (i.e. Drifter rods – 100 Nos. & Button Bits – 50 Nos.) by way of single order for the offered item(s) to any Indian mining industries (Private or PSU). The date of placement of these orders should be within 5 years, preceding the last date of submission of tender. Copy of relevant Purchase Order(s) and satisfactory performance report from past supplier should be uploaded, failing which the offer submitted by bidder shall be liable to be ignored.	Agree + Upload
1.5.2	In case, bidder is past supplier for tendered item(s) to MOIL within 5 years, preceding the last date of submission of tender & satisfactorily executed the order, above clause No. 1.5.1 is not applicable to such bidder and they have to upload copy of MOIL's Purchase Order only.	Agree + Upload



1.6	<b>Destination:</b> Chikla Mine, Tah. Tumsar, Dist. Bhandara. (M.S.)	Agree
1.7	<b>Evaluation criteria:</b> All the items of LOT 1 & 2 are matching parts and price bid evaluation shall be done for total cost of both items (entire quantity) of LOT 1 & 2 on FOR destination basis & hence all items shall be procured from one source.	Agree
1.8	<b>Technical Specification:</b>	
1.8.1	<b>Item description:</b> BUTTON BITS, R-25, 33 MM DIA., RT300 P.NO.7732-4435-S48 or Equivalent.	Agree
1.8.2	<b>Quantity Required:</b> 50 Nos.	Agree
<b>LOT-2</b>		
2.1	Terms, condition & description mentioned under <b>Sr. No. 1.1 to 1.7 of LOT-1</b> are applicable to this LOT also. Bidders are requested to upload relevant document mentioned under Sr.No. 1.5.1 & 1.5.2 of LOT-1	Agree + Upload
2.2	<b>Technical Specification :</b>	
2.2.1	<b>Item description:</b> DRIFTER ROD R32-H25-R25, 1500 mm LONG P.NO.7853-2418-20 or Equivalent.	Agree
2.2.2	<b>Quantity Required:</b> 100 Nos.	Agree

  
26.08.19

**ANNEXURE “D”  
COMMERCIAL TERMS & CONDITIONS**

<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 “ACCEPTANCE &amp; RESPONSE OF THE BIDDER”, bidder to fill up complete relevant details wherever “Remark” is mentioned.</p>		
SN	COMMERCIAL TERMS & CONDITIONS	ACCEPTANCE & RESPONSE OF THE BIDDER
1	<p><b>NOTE:</b></p> <p>i) <b>Non-MSEs</b> are required <b>mandatorily</b> to mention <b>UTR No. /Reference No. in case of IDBI Bank.</b></p> <p>ii) <b>MSEs &amp; PSUs</b> 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 <b>mandatorily uploaded</b> in the <b>upload link</b>. 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>	AGREE
2	Name of remitting vendor/contractor:	REMARK
3	Amount remitted :	REMARK
4	Date of remittance :	REMARK
5	U.T.R No./Reference No. in case of IDBI Bank/ Document Type for exemption (for SSI/DIC/Udyog Aadhar Memorandum Number/NSIC/PSU)(Tenderer to upload the document towards exemption): <b>(This is to be mentioned mandatorily)</b>	REMARK
6	Name of the Bidder (Company/Firm) & address for correspondence along with Telephone No. & Fax No.	REMARK
7	Valid corporate e-mail ID & Fax No. of the bidder (Refer Annexure “A” Part-I Point No. 6).	REMARK
8	Name, e-mail ID & Mobile No. of authorized official of the bidder (Refer Annexure “A” Part-I Point No.6).	REMARK
9	Bidder offer Reference No. & date.	REMARK
10	The terms & conditions of NIT including the terms & conditions indicated in all the Annexures of this NIT have to be carefully read by bidder. Bidder has confirmed un-conditional acceptance of all the terms & conditions covered in this tender Enquiry.	AGREE
11	<b>DESTINATION:</b> In the event order is placed, the successful tenderer shall be required to dispatch ordered material on F.O.R destination basis i.e. Chikla Mine, Tah-Tumsar, Dist.Bhandara (MS), on door delivery freight paid basis, as such, tenderer to quote rates accordingly. <b>(For detailed address refer Annexure - TE6 enclosed).</b>	AGREE
12	<b>PRICE TERM:</b> i) The bidder should quote the rates on FOR Destination basis by road transport. This means that the bidder should quote Unit Rate on F.O.R upto Destination basis mentioned in Annex-C (Inclusive of Freight, Packing & Forwarding). The Bidder shall quote clearly the amount of GST that will be charged extra over their quoted unit rates, as indicated in the Annexure-E. ii) Any modification (addition /deletion /alteration of GST) in taxes by the GOI shall be applicable.	AGREE
13	Tenderer to confirm (Lot-wise) location from where the materials shall be despatched upto Destination basis mentioned in Annex-C. (Complete address, Name of the Bidder (Company/Firm) along with Telephone No. & Fax No., Name of person, Mobile No., e-mail ID of the bidder to be given )	REMARK

SN	COMMERCIAL TERMS AND CONDITIONS	ACCEPTANCE & RESPONSE OF THE BIDDER
14	<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.	AGREE
15	<b>GSTN Registration No.:</b> <b>(This is to be mentioned mandatorily)</b> Tenderer to mention their GST No. (for location from where the materials shall be despatch by them upto Destination basis mentioned in Annex-C) Please Upload copy of document evidencing provisional GSTIN ID/or ARN issued by GSTN.	REMARK+ UPLOAD
16	<b>HSN (Harmonised System Nomenclature) / SAC (Service Accounting) Code for tendered items (LOT - WISE):</b> <b>(This is to be mentioned mandatorily)</b>	REMARK
17	<b>TARIFF HEAD/ TAX RATE (CGST + UT/SGST)/ IGST : Tariff Head as applicable along with % for tendered item(s)(LOT - WISE) .</b> <b>(This is to be mentioned mandatorily)</b>	REMARK
18	<b>TRANSIT RISK:</b> Transit risk will be on suppliers account since the delivery is to be made on FOR Destination basis.	AGREE
19	<b>PRICE BID FORMAT:</b> The tenderer must bid the rates online as per the Price Bid format attached (Refer Annexure- E).	AGREE
20	<b>DELIVERY SCHEDULE:</b> The tenderer to confirm minimum delivery period from date of receipt of order (Refer Clause no.18 of Annexure TE-1). In the event order is placed as per quoted delivery schedule, the same shall not be extended & delay in supply shall attract penalty as per terms & conditions of tender enquiry.	AGREE + REMARK
21	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 & acceptance of the same by the Buyer will form a binding contract between Buyer & the Bidder.	AGREE
22	<b>FIRM PRICE:</b> Prices quoted/bided shall remain FIRM till supply is completed satisfactorily in all respects. Price variation clause will not be accepted. No Price escalation is admissible other than statutory increase in GST. In case of decrease in rates of statutory GST, the price would be correspondingly decreased. Any modification (addition /deletion /alteration of GST) in taxes by the GOI shall be applicable.	AGREE
23	<b>VALIDITY OF OFFER:</b> The prices quoted must be <b>FIRM</b> and the offer made must remain open for acceptance for <b>120 days</b> from the date of opening of tender (i.e. Part-I: Technical & Commercial Bid).	AGREE
24	<b>SECURITY DEPOSIT:</b> Successful tenderer will have to deposit Security Deposit @ 5% of total value of order. A) Refer Clause no.6.3 of General Terms & Conditions of Tender Enquiry (ANNEXURE - TE 1). B) EMD of un-successful bidder shall be refunded immediately after finalization of the tender (i.e. after placement of order). C) EMD shall be forfeited if any bidder withdraws their offer before finalization of the tender.	AGREE
25	<b>PAYMENT TERM:</b> 100% within 30 days from the date of receipt and acceptance of the material at site or within 30 days from the date of receipt of supplier's Tax Invoice to GM (Fin.), MOIL Ltd., "MOIL BHAWAN", 1A, Katol Road, Nagpur, whichever is later. <b>NO OTHER PAYMENT TERM WILL BE ACCEPTED.</b>  <b>SPECIAL NOTE:</b> In the event you are successful tenderer, submit bill(s) in triplicate towards supply of goods in terms of this NIT mentioning name of the consignee, address and other requisite particulars should be received at the office of Head of Finance, MOIL Limited, 1-A, Katol Road, Nagpur – 440 013 within 30 days from the date of delivery of goods.	AGREE

SN	COMMERCIAL TERMS AND CONDITIONS	ACCEPTANCE & RESPONSE OF THE BIDDER
26	<p><b>PRICE CERTIFICATE:</b> The tenderer must certify in their offer as <b>“Certified that the rate/price in the Part II Price Bid, is lowest and that we are not charging lower than the tendered rate/price, to any Public Sector Undertaking including CIL or its subsidiary companies/Govt. Dept/ Govt. Undertaking, Enterprises/ Customer”</b>. This Certificate is <b>ESSENTIAL</b>.</p> <p><b>Scanned copy of certificate to be uploaded.</b></p>	AGREE+ UPLOAD CERTIFICATES
27	<p><b>CERTIFICATE FROM BIDDER:</b> Bidder should certify that <b>“the tender document downloaded from website has not been altered/modified and the terms &amp; conditions submitted by them are same as that of the tender document of MOIL displayed in websites”</b></p> <p><b>Scanned copies of above two certificates to be uploaded.</b></p>	AGREE+ UPLOAD CERTIFICATES
28	<p><b>CERTIFICATE FROM BIDDER:</b> This is to certify that, <b>“there is no deviation in the offer submitted by us, from the tender terms &amp; conditions. In case if there is any difference in any terms &amp; conditions, the same may be ignored and considered to have been accepted by us in toto as per NIT”</b>.</p> <p><b>Scanned copies of above two certificates to be uploaded.</b></p>	AGREE + UPLOAD CERTIFICATES
29	<p><b>TENDERER 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 blacklisted /banned/debarred/de-enlisted/put on holidays (or any terminology used for Business Banning) by any Govt. Organization/ Quasi-Govt. Organizations/ CPSEs/Court</b>. If they have been <b>blacklisted/banned/ debarred/ de-enlisted/ put on holidays (or any terminology used for Business Banning)</b> by any Govt. Organization/Quasi-Govt. Organizations/CPSEs/Court, 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></p> <p><b>Scanned copy of declaration to be uploaded.</b></p>	AGREE+ UPLOAD DECLARATION
30	<p>If Tenderer (OEM/Supplier/Vendor/Firm/Bidder) or their Principal or Principle’s any other authorized firm have been <b>blacklisted /banned/debarred/de-enlisted/put on holidays (or any terminology used for Business Banning) by any Govt. Organization/Quasi-Govt. Organizations/ CPSEs/Court</b>, 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
31	<p>If the tenderer submits the declaration that <b>they or their principle or principle’s any other authorized firm have not been blacklisted/banned/debarred/de-enlisted/put on holidays (or any terminology used for Business Banning) by any Govt. Organization/Quasi-Govt. Organizations/CPSEs/ Court</b> and at later date, if it is established that the tenderer was <b>blacklisted/banned/debarred/de-enlisted/put on holidays (or any terminology used for Business Banning) by any Govt. Organization/Quasi-Govt. Organizations/CPSEs/ Court</b>, 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) &amp; banning of the firm for the period of minimum three years for any business activity with MOIL Limited.</p>	AGREE
32	<p>Tenderer (OEM/ SUPPLIER/ VENDOR/FIRM/BIDDER) OR THEIR PRINCIPLE OR PRINCIPLE’S ANY OTHER AUTHORISED FIRM has <b>blacklisted/banned/debarred/de-enlisted/put on holidays (or any terminology used for Business Banning)</b> for whatever reason by any Govt. Organization/Quasi-Govt. Organizations/CPSEs/Court in past, the tenderer shall not be considered eligible for participating in this tender enquiry.</p>	AGREE
33	<p><b>DECLARATION FROM BIDDER:</b> <b>“I/We declare that I or none of our partners are relatives of any employee of MOIL”</b>. This is <b>ESSENTIAL</b>.</p> <p><b>Scanned copy of declaration to be uploaded.</b></p>	AGREE+ UPLOAD DECLARATION

SN	COMMERCIAL TERMS AND CONDITIONS	ACCEPTANCE & RESPONSE OF THE BIDDER
34	<b>LIQUIDATED DAMAGES CLAUSE:</b> Refer Clause no.24 of General Terms & Conditions of Tender Enquiry (Annexure - TE1).	AGREE
35	<b>PENALTY CLAUSE:</b> Refer Clause no.25 of General Terms & Conditions of Tender Enquiry (Annexure - TE1).	AGREE
36	<b>RISK PURCHASE CLAUSE:</b> Refer Clause no.26 of General Terms & Conditions of Tender Enquiry (Annexure - TE1).	AGREE
37	<b>FORCE MAJEURE CLAUSE:</b> Refer Clause no.27 of General Terms & Conditions of Tender Enquiry (Annexure - TE1).	AGREE
38	<b>PRICE FALL CLAUSE:</b> Refer Clause no.28 of General Terms & Conditions of Tender Enquiry (Annexure - TE1).	AGREE
39	<b>DISPUTE:</b> In the event of dispute arising out of this contract, the decision of Chairman-cum-Managing Director MOIL Ltd. shall be final & binding.	AGREE
40	<b>JURISDICTION:</b> Tenderer to confirm acceptance to our clause no.45 of General Terms & Conditions of Tender Enquiry (Annexure – TE1).	AGREE
41	<b>RIGHT OF ACCEPTANCE:</b> The purchaser 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.	AGREE
42	Unless otherwise specified in the NIT, the Purchase order, if placed, shall be subject to the General Terms and Conditions of Supply of Stores given in this tender enquiry.	AGREE
43	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>Tenders sent through Telegram, Telex, Fax, hard copy or e-mail will not be considered.</b>	AGREE
44	MOIL LIMITED has the right to cancel this e-tender or extend the due date of receipt of DD towards EMD or Valid Documents for Exemption from EMD or Tender submission date without assigning any reason thereof.	AGREE
45	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.	AGREE
46	MOIL also reserves the right to accept whole or partly any tender or reject any tender without assigning any reason whatsoever.	AGREE
47	Conditional discount offered (if any) & conditional offer (if any) shall not be accepted.	AGREE
48	The right to alter our requirements or to reject any or all the tenders without assigning any reasons is reserved with company.	AGREE
49	<b>Tenderer to ensure linking of uploaded document against this event to the library available on the MSTC portal (For any Query please contact MSTC Officials mentioned at Annexure –‘A’ (Part-I), Clause No. 1 )</b>	AGREE
50	<b>WITHDRAWAL OF TENDER:</b> Refer Clause no.19.2 of General Terms & Conditions of Tender Enquiry (Annexure - TE1).  In the event of dispute arising out of this tender/contract, the decision of Chairman-cum-Managing Director, MOIL Ltd. shall be final & binding.	AGREE
51	<b>DETAILS OF BIDDER:</b> <b>MANUFACTURING CAPACITY:</b> Bidder has capability to manufacturer within scheduled delivery period.	AGREE
52	<b>TIN No. (This is to be mentioned mandatorily)</b>	REMARK
53	<b>PAN No. (This is to be mentioned mandatorily)</b>	REMARK
54	Details of location from where the materials are supplied (Complete address with city, state & Pin Code, Country, phone Nos., fax No., Name of contact person & mobile No.)	AGREE

SN	COMMERCIAL TERMS AND CONDITIONS	ACCEPTANCE & RESPONSE OF THE BIDDER
55	<p><b>a)</b> 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 Buyer will form a binding contract between Buyer &amp; the Bidder.</p> <p><b>b)</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><b>c)</b> Price should be quoted necessarily in Indian Rupees (INR) only as per price bid Annexure-E.</p> <p><b>d)</b> Bidder may source the material from anywhere, the rate quoted should be necessarily in INR only.</p> <p><b>e)</b> In case, the tenderer intimates regarding under quote reason, justifying with any reason after opening of the Part-II Price Bid, Tenderer to note that the same shall not be entertained and as such the tenderer shall be bounded to supply as per quoted price in the Price bid in the event they are successful tenderer.</p> <p><b>f)</b> 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><b>g)</b> Tenderer is requested to quote the prices on FOR Destination basis i.e. safe delivery in all respect from bidder's despatch point(s) to destination point mentioned in this tender. Through out complete transaction (i.e. Bidder's despatch point(s) upto destination point mentioned in this tender) no way MOIL Ltd. will be part of any import activity irrespective of source of supply for any item for the bidder &amp; no documentation shall be provided for import of any material by the bidder.</p> <p><b>h)</b> The bid will be evaluated based on the responses filled in Technical specification (Annexure-C) &amp; Commercial Terms &amp; Conditions (Annexure-D).</p> <p><b>i)</b> 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>	AGREE
56	<p><b><u>Bidder to indicate the details (Refer Annexure – TE7 enclosed)</u></b>  <b>Vendor details to be filled &amp; uploaded in soft copy [PDF Format duly stamped &amp; signed along with excel format (soft copy) ]</b></p> <p><b><u>Suppliers are also requested to upload the below documents:</u></b></p> <ol style="list-style-type: none"> <li>1. PDF image of PAN Card</li> <li>2. PDF image of GSTN Registration</li> <li>3. PDF image of cancelled cheque of your registered bank.</li> <li>4. PDF image of Annexure – TE7 duly signed &amp; stamped along with excel format (soft copy).</li> </ol>	AGREE + UPLOAD
57	<p>Proof of being Manufacturer OR tenderer's Principal being a manufacturer.  Name of the issuing authority (NSIC/DGS&amp;D/DIC)</p> <ol style="list-style-type: none"> <li>a) Reference No. &amp; Date</li> <li>b) Details of authorization in case bidder is an authorized dealer &amp; agent.</li> </ol>	REMARK
58	Name of Manufacturer/Principal & Reference No. & Date	REMARK
59	Validity period of authorization if any.	REMARK
60	Name of authorized signatory of bidder, who has indicated, confirmed acceptance to the commercial details.	REMARK
61	Whether MSE (Micro & Small Enterprise) is owned by Schedule Caste (SC)/ Schedule Tribe (ST) (If yes, the bidder to mention categorically SC/ST)	REMARK + AGREE

SN	COMMERCIAL TERMS AND CONDITIONS	ACCEPTANCE & RESPONSE OF THE BIDDER
62	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 Cast Certificate issued by State Authority as per Law. These documents should be self authenticated, certified by Chief Executive of Enterprise.	AGREE + UPLOAD
63	All terms & conditions of NIT <b>including the terms &amp; conditions indicated in all the Annexures of this NIT</b> are part of this Tender Enquiry.	AGREE
64	<b>DESPATCH/TRANSPORTATION THROUGH REGISTERED COMMON CARRIER:</b> In the event you are successful tenderer and you intend to dispatch/transport the ordered material by road, it will be through "Registered Common Carrier" [as per guidelines mentioned in the "Carriage by Road Act 2007" and subsequent amendments (if any)]. In case of non compliance, action shall be imposed as deemed fit, as per the above mentioned "Carriage by Road Act 2007"	AGREE
65	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> .	AGREE
66	Vendor is requested to upload all supporting documents related to all Sr. No. where "UPLOAD" is mentioned in column of "ACCEPTANCE & RESPONSE OF THE BIDDER" of this Annexure- 'D'. While uploading supporting document(s) vendor to mention on top of every page, the Sr. No. of Annexure- 'D'.	AGREE + UPLOAD
67	All electronic bids (Technical, Commercial & Part-II Price Bid on portal of MSTC) submitted by the bidder during the e-tender process shall be legally binding on the bidder.	AGREE
68	If a firm quotes 'Nil' charges/consideration, the bid shall be treated as unresponsive and will not be considered.	AGREE
69	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> No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderers who have downloaded the documents from web site. Any corrigendum to the above tender will be uploaded only on our website <a href="http://www.mstcecommerce.com/eprochome/moil">www.mstcecommerce.com/eprochome/moil</a> of MSTC Ltd. & <a href="http://www.moil.nic.in">www.moil.nic.in</a> of MOIL Ltd. & <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> of CPP Portal.	AGREE
70	In case the tenderer is forwarding the tender to the authorized dealer/distributor/subsidiaries for submitting on their behalf, intimation to the effect is to be sent so as to reach us well in advance, so that the offer could be considered. In the absence of such intimation, the offer will be treated as "Unsolicited" and will not be opened.	AGREE
71	Place of inspection, please inform & also inform from where the material shall be supplied, in the event order is placed.	REMARK
72	Address & place from where after sales services shall be rendered may be mentioned in detail with contact person, telephone number, mobile number, etc.	AGREE + REMARK
73	<b>ONLY MANUFACTURERS</b> of tendered item are to quote. In case the bidder is manufacturer, full address of works with their valid registration with NSIC/SSI/DIC/Registrar of companies etc. in their own name is to be <b>uploaded</b> with the offer. IN CASE, AS A MATTER OF POLICY, any Manufacturer does not market their product(s) directly, then such Manufacturer may submit their offer along with document for their being Manufacturer as specified above, through their Authorized Marketing outlet. In such case authorization certificate OR authenticated authority letter (Scan copy of original <b>specifying the tender reference</b> ) from manufacturer for the tendered item in the name of tenderer should be <b>mandatorily uploaded</b> by the bidder along with the bid, failing which the bid will stand rejected & no further correspondence in his regard shall be entertained.	AGREE + <b>UPLOAD MANDATORILY</b>
74	TDS will be deducted as per GST provision	AGREE



**ANNEXURE "E"**

**PRICED BID FORMAT**

**PART-II**

Sl. No	Short Description of Item	UOM (Unit of Measurement)	Qty	Unit Rate on F.O.R upto Destination basis mentioned in Annex-C (Inclusive of Freight, Packing & Forwarding)	CGST (+) UT/SGST Amount	IGST Amount	Per Unit Landed Cost	Input Tax Credit CGST (+) UT/SGST Amount	Input Tax Credit IGST Amount	Net landed cost Per Unit after availing Input Tax Credit	Total Landed Cost after availing Input Tax Credit
			<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E = (B+C+D)</b>	<b>F</b>	<b>G</b>	<b>H=E-F-G</b>	<b>I=HxA</b>
				In Rs./Unit	In Rs./Unit	In Rs./Unit	In Rs./Unit	In Rs./Unit	In Rs./Unit	In Rs./Unit	In Rs.
1	*LOT NO.1										
2	*LOT NO.2										

\*Technical Specifications & quantity as per Annexure "C" enclosed.

Evaluation shall be done net after Input Tax Credit (ITC) if allowed on the tendered goods.

**Note:** Please read before filling price bid.

- Item Sl. No., description & unit of measurement should be as per technical specifications Annexure C.
- All cell should be filled, no cell should be left blank.
- In case any cell is not applicable, then please insert 0.00 in that particular cell.
- CGST (+) UT/SGST & IGST should be calculated as per the current rate as applicable and absolute value in terms of Rs. Per unit should be indicated (Percentage should not be indicated).
- Nothing extra will be payable over & above the percentage of CGST, UT/SGST & IGST quoted, except on govt. notification during the contractual period.
- Evaluation Criteria: Offers shall be evaluated as per scope of supply & evaluation criteria mentioned in Technical Specifications i.e. Annexure 'C'.



# MOIL LIMITED

A GOVERNMENT OF INDIA ENTERPRISE  
MATERIAL DEPARTMENT  
"MOIL BHAWAN", 1A, KATOL ROAD, NAGPUR-440013.

Website: www.moil.nic.in, CIN: L99999MH1962GOI012398  
Maharashtra - 27AAACM8952A1ZL Madhya Pradesh - 23AAACM8952A1ZT  
Phone No. PBX: 0712-2590050. PRI: 2806100. Fax No. 0712-2592360. Gram: ORMIX

## GENERAL TERMS & CONDITIONS OF TENDER ENQUIRY

1. Tenderers are requested to submit lowest rate for the tendered items.
2. ~~Tenders in a sealed cover superscribing the Tender Enquiry No. and due date of opening should reach the office before the specified date and time. The envelope containing the offer should be addressed to Chief (Materials), MOIL Limited, "MOIL BHAWAN", 1 A, Katol Road, Nagpur 440 013. Tender may be submitted in duplicate for Part II Price Bid only. However, Part I Technical & Commercial Bid need not be submitted in duplicate.~~
3. **RECEIPT AND OPENING OF TENDER:** The last date & time of receipt of tender as well as the Date & Time of opening of the tender has been specified in the Tender Notice.
4. **VALIDITY:** The prices quoted must be FIRM and the tenders must remain open for acceptance up to 120 days (four months) from the due date of the tender opening. Tenders with a validity of less than 120 days will be liable to be rejected.
5. ~~**DELAYED/LATE TENDERERS:** Delayed/Late tenders, telegraphic tenders, Fax Offers and incomplete tenders are liable for rejection. Any late tender received shall not be opened and MOIL reserves the right to return the tender intact to the tenderer concerned without assigning any reasons for not accepting. Similar shall be for delayed tenders in which case MOIL reserves the right to open or to return the tender intact to the tenderer concerned without assigning any reasons thereof. MOIL also reserves the right to accept whole or partly any tender or reject any tender without assigning any reason whatsoever.~~
6. **EARNEST MONEY:**
  - 6.1 Earnest Money to the extent of 2% (TWO PERCENT) of the quoted value or Rs.2,00,000/- (Rs. Two Lakhs only) whichever is less should be deposited along with Part-I i.e. "Technical-commercial Bid" (Envelope No.1). Earnest Money by way of demand draft drawn in favour of MOIL Limited, Nagpur, payable at Nagpur will ONLY BE ACCEPTED.
  - 6.2 Earnest Money by way of cheque, bank guarantee, deposit receipt or any other form will not be entertained.
  - 6.3 Successful tenderer will be required to submit security deposit equivalent to 5% (Five percent) of the total value of the order (i.e. basic value + GST, erection and commissioning, supervision etc.) within 15 days of the receipt of our purchase order. The earnest money deposited along with tender will be adjusted against security deposit and balance money i.e. 3% (THREE PERCENT) will be required to be deposited.
  - 6.4 The tenderer registered with NSIC/MSME/DIC shall be exempted from EMD. However, the tenderer is required to enclose photocopy of valid registration certificate with the above authorities for the item for which they have submitted the tender and the said certificate should be enclosed along with Part-I i.e. "Technical-Commercial Bid" of the tender.
  - 6.5 Please note that the tender without earnest money deposit or valid registration certificate at 6.4 will be straightway rejected and no further correspondence will be entertained on the subject.
7. ~~**I.T & S.T. CLEARANCE CERTIFICATE:** The tenderer must submit Income tax and Sales Tax clearance certificate (for immediate past financial year) as per Govt. guidelines along with the tender, failing which the tender may be liable to be ignored.~~
8. ~~**PARTICIPATION BY MANUFACTURERS:** Wherever as per Tender notice or Tender enquiry the tenders are invited only from the 'Manufacturers', the manufacturers must only quote. However, if the manufacturer divert the Tender enquiry to their authorized distributor/ authorized dealer/authorized stockist, necessary authorization letter along with valid certificate of authorized distributorship/dealership/stockist to this effect must be sent along with the Tender and also the authorized distributor/ dealer/stockist should quote for their Principals product only, who has diverted the Tender enquiry. Offer for other make/ brand shall be liable to be rejected.~~
9. **DOWNLOADING TENDER DOCUMENTS BY MANUFACTURERS:**
  - 9.1 Wherever the tenders are invited only from the Manufacturers and the tender documents are downloaded from the website by the tenderers they must submit in the Part-I 'Technical and commercial bid' the valid documentary proof such as DGS&D, NSIC, SSI etc. registration copy confirming that they are the manufacturers of the items for which the tender has been submitted, failing which the tender shall be liable for rejection without any further correspondence thereof.

9.2 ~~The firms down loading tender documents must also submit tender documents cost as per relevant tender enquiry no. in the form of Demand Draft drawn in favour of MOIL Limited payable on any Nationalised Bank at Nagpur alongwith the Part I Technical & Commercial Bid failing which the tender(s) shall be summarily rejected.~~

10. **ISI MARK:** Wherever the tenders are called for items having relevant ISI mark the tenderers must quote for the same only alongwith valid copy of BIS registration clearly indicating the description of item and validity of BIS license.

11. **DGMS APPROVAL:** Wherever the items required are as per DGMS approval, tenderers must enclose copy of approval granted by DGMS for the items quoted. If the approval is for restricted quantity/length/depth tenderers must mention the same and indicate the quantity/length so far supplied. Also, in the event of placement of order it shall be essential for successful tenderer to submit all relevant test certificates as per the latest circular of DGMS.

12. **PRICES:**

12.1 The basic as well as the other prices, quoted for tendered items (hereinafter called contract price) shall be for design, procurement of materials for manufacture, fabrication, assembly, testing for guaranteed performance, painting, packing, forwarding and delivery at purchasers site by railway wagon or carrier road transport. Tenderer shall also indicate separately the prices of special tools, if any and spare parts needed for commissioning and for 2 years of operation of the Equipment/item with the list of spares quantity and price.

~~The Contract price shall also indicate excise duty, Octroi and any other State or Central Sales Taxes and Duties applicable at the time of quoting and may be leviable at the time of supply of goods. For the purpose of paying Sales Tax at concessional rate, necessary declaration form 'Form C' will be made available by the purchaser to the Tenderer in the event order is placed. All the aforesaid taxes and other levies if any, shall also be shown separately and specifically in the tender.~~

12.2 ~~The Tenderer (wherever applicable) shall indicate in his tender separately binding price for erection and commissioning of the items to be supplied. Alternatively charges for deputation of specialists if any for supervision (in case the purchaser desires to get the erection and commissioning carried out by separate agency) may be specified.~~

12.3 ~~For all Plant, Equipment, Machinery, Materials, etc. that have to be imported from outside India, prices shall be quoted FOB port of shipment, Extra charges to cover insurance and Freight shall be quoted separately. The Customs duty applicable and the Category (Import trade control classification as brought up to date) under which the items are assessable shall also be stated suitably.~~

12.4 Prices quoted by tenderer should be strictly as per Destination mentioned in the tender documents.

~~13. **TAXES & DUTIES:**~~

~~13.1 Taxes and duties should be indicated under separate head with its percentage and amount. Any other charges to be paid should also be indicated clearly under separate head. Please note that in case your tender does not clearly spell out the taxes and duties and any other charges, in that case it will be presumed that the price quoted by you are inclusive of all taxes, duties & other charges. No clarification to this effect will be called for from you.~~

~~13.2 In respect of materials meant for our Ferro Manganese Plant (FMP) and Electrolytic Manganese Dioxide (EMD) Plant we are getting Modvat/Convat benefit. Therefore, for supply of items to these Plants the tenderers must specifically and separately indicate Excise duty to be charged and also confirm that they shall raise invoice/bill suitable and acceptable to the Excise Department for availing the Modvat/Convat benefit.~~

~~13.3 'Set off' on State Sales tax shall be considered wherever applicable, while comparing prices, only in cases wherein the tenderer mention specifically and separately the Sales Tax amount in their tender/invoice/bills. In case where the tenderer mentions in their tender as Sales tax inclusive and does not indicate the element of Sales tax separately, the set off of Sales tax will not be considered while comparing the prices.~~

~~Therefore, in the interest of tenderers they must indicate the State Sales tax element separately in their tender/invoice/bills.~~

14. **PRICE VARIATION CLAUSE:** The tenderer is required to quote firm rate. Price variation clause will not be accepted.

15. **PAYMENT TERM:** ~~100% payment will be released within 30 days of receipt and acceptance of materials at our site. However, wherever there is case of erection/commissioning or its supervision, 80% payment shall be made within 30 days of receipts and acceptance of material at our site and balance 20% within 30 days of satisfactory commissioning.~~

16. **ADVANCE PAYMENT:** ~~Request for advance payments will not go in favour of the tenderer. Similarly for the payment term through bank, MOIL will have full liberty not to consider such tender or lead interest as per company's policy for evaluating. However, decision of MOIL shall be final and binding.~~

17. **PERFORMANCE BANK GUARANTEE:** ~~The successful tenderer will have to submit performance bank guarantee for 10% of total Value of order (i.e. final landed price). This guarantee/warranty shall be valid for 12 months from the date of commissioning or the guarantee/warranty period of the equipment whichever may be later for its satisfactory performance.~~

18. **DELIVERY:** Firm delivery should be quoted. Once order is placed with agreed delivery period, the same will not be revised or amended under any circumstances unless disturbance in production because of natural calamities, war or similar other unavoidable circumstances.

19.1 **ASSIGNMENT AND SUBLETTING:** The Supplier shall not, without the written permission of the Purchaser, sublet or assign a portion or portions of the supplies, erection provided that any such consent shall not relieve the Supplier from any obligation, duty or responsibility under the contract. Provided further, this clause shall not apply to purchase by the Supplier of standard products which have been approved by the Purchaser.

19.2 **WITHDRAWAL OF TENDER :** After submission of tender if it is withdrawn before expiry of validity period, the company can take any one or more of following action(s) without notice :

1. Forfeiture of Earnest money deposit
2. Lodging complaint with NSIC/DGS&D/ any other Government Departments.
3. Removal of supplier's name from the company's approved list of Suppliers.

20. **TECHNICAL REQUIREMENTS:** The items shall be of the best quality and workmanship and comply with the Contract in all respects and shall be to the technical & commercial satisfaction of the Purchaser/Representative as per ordered terms and condition. The tenderer shall be deemed to have fully examined and to have the knowledge of the general and special technical requirements of the items for which he has submitted his tender. The tenderer, if he so desires, shall seek clarification from the Purchaser/ Representative on any aspects of the technical requirements, before submission of the tender, and ignorance of any aspects of the technical requirements, before submission of the tender, shall not absolve the Supplier of his responsibility.

21. **INSPECTION AND TEST AT SUPPLIER'S PREMISES:**

21.1 The Purchaser/Representative shall have the right of inspection and testing the contract items or any part thereof at any time during the manufacture, and the supplier, on demand from the Purchaser/Representative shall carry out such test on appropriate manner in the presence of Purchaser/Representative free of charge. Should the Supplier himself not be in a position to carry out the test, he shall on Purchaser's/Representative's demand, prepare specimen of samples and send them at his own cost, to such testing stations normally owned by Central Government or State Government as the Purchaser may specify and the cost for the test to be effected shall be to the Supplier's account. Should a part of the plant be manufactured not on Supplier's own premises but on other premises, the Supplier shall likewise obtain permission for the Purchaser/Representative to inspect and test the work as if the said plant were being manufactured on the Supplier's premises. The inspection, examination or testing carried out by the Purchaser/Representative shall not, however, release the Supplier from any of his obligations under this contract.

21.2 The Purchaser/Representative shall have right to be present at all tests carried out by the Supplier. The Supplier on being requested so to act, shall present sufficient documentary evidence that the material used will meet the specified requirements. If called for samples and specimen shall become the Purchaser's property. The Supplier shall notify the Purchaser/Representative in an appropriate manner as to the progress of the contract work, particularly before any assembly in order that the inspection and test can be carried out as may be required to ascertain without prejudice to the Supplier liability whether the items and/or services are in conformity with the requirements of the contract.

21.3 The Purchaser/Representative shall, on giving reasonable notice in writing to the Supplier setting out any grounds of objections, which he may have in respect of the work, be at liberty to reject all or any part of the item, the subject of any of the said grounds of objection being that they are not in the position of the Purchaser/Representative in accordance with the Contract or do not fulfill the requirements of the Contract.

21.4 The Supplier shall give the Purchaser/Representative a minimum of fifteen day's notice from the date of receiving advice of any material being ready for testing specifying the period likely to be required for such testing, and the Purchaser/Representative shall (unless the inspection or test is voluntarily waived) on giving 24 hour's previous notice in writing to the Supplier attend at the Supplier's or Subcontractor's premises (as the case may be) complete the testing as soon as possible in a period normally not more than 15 days, from the date of which the Purchaser/Representative receive the due notice in writing from the Supplier of the material as being ready for testing or inspection, failing which the Supplier may proceed with the test which shall be deemed to have been made in the Purchaser/Representative's presence and shall forthwith forward to the Purchaser/Representative **duly certified copies of the test report in triplicate.**

21.5 In all cases of works of the Supplier or of any Sub-Contractor the Supplier except where otherwise specified, shall provide free of charge to the Purchaser/Representative such labour, materials, electricity, fuel, water, stores, apparatus and instruments as may reasonably be demanded to carry out efficiently such tests of the items in accordance with the contract and shall give facilities to the Purchaser/Representative to accomplish such testing.

21.6 When the test have been satisfactorily completed at the Suppliers or his Sub-Contractor's works the Purchaser/Representative shall forthwith issue an inspection Certificate to the effect, if a final certificate cannot be issued, a preliminary or provisional certificate shall be issued. If the test were not witnessed by the Purchaser/Representative the certificate shall be issued on receipt of the test report from the Supplier; by not later than 15 days after the receipt of the test report by the Purchaser/Representative. No plant shall be dispatched before such certificates have been issued. The copy of the inspection certificate should be attached to the supplier's bill in support thereof. The satisfactory completion of these tests or the issue of the certificates shall not bind the Purchaser/Representative to accept the items, should it on further tests at site on/or after erection or commissioning be found not to comply with the contract.

22. **GUARANTEE:**

~~22.1 12 months from the date of commissioning/use or 18 months from the date of dispatch whichever is earlier i.e. for a period of twelve calendar months of regular working of the items, commencing from date of the unit going into operation but not later than 18 months after the date of shipment of last consignment necessary to complete the items has been~~

~~reported by the Supplier after due approval by the Purchaser/ Representative after inspection. The Supplier shall be liable to replace any parts that may fail or show signs of defect and under proper use and arising from faulty designs, materials or workmanship or erection or supervision or from any acts of omission of the Supplier.~~

~~22.2 All such replacement of defective parts mentioned above shall be made free of cost at site by the Supplier and the return of the defective parts to supplier's works shall be Supplier's responsibility and shall be made at his expense. The Purchaser will, however, render such assistance in this matter as well as expedite the same. In the case of defective parts not repairable at site but essential in the meantime for the commercial use of the item, the Supplier shall replace at site free of cost to the Purchaser the said defective parts, before the defective part are removed to his works.~~

~~22.3 It becomes necessary for the Supplier to replace or renew any defective portion of the items under this Article, the provisions of this article shall apply to portions of the items so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of the above mentioned period of twelve months, whichever may be later. If any defect be not satisfactorily remedied within a reasonable time, the purchaser may proceed to do the work at the Supplier's risk and expenses but without prejudice to any other contractual rights which the purchaser may have against the supplier in respect of any such defects.~~

~~22.4 If the replacement or renewals are of such character as may affect the efficiency of the items, the Purchaser shall have the right to give to the Supplier within one month of such replacement or renewal, notice in writing that 'test on completion' be made. Should such tests show that the item fulfills the guarantee given in the contract, the cost of tests will be borne by the Purchaser. Should the guarantees be not fulfilled, the costs of the tests will be borne by the Supplier and shall be limited to those arising from the use of his own.~~

~~22.5 Until the end of the guarantee period, the Supplier shall have the right of entry at his own risk and expense, by himself or his duly authorised representative whose name shall previously have been communicated in writing to the Purchaser, at all reasonable working hours, upon all necessary parts of the works for the purpose of inspection the working and the records of the items and taking notes therefrom and, if he desires, at his own expenses, making any tests subject to the approval of the Purchaser/Representative, which shall not be unreasonably withhold.~~

22.6 The issue of the inspection Certificate by Purchaser/ Representative shall in no way exempt the Supplier from the provisions of this article.

23. **SPARE PARTS:** The tenderer shall submit separate list of recommended spare parts for maintenance and commissioning of the items. The maintenance spare parts shall be for a period of 2 years/5000 hrs. of operation. The tenderer shall submit item wise price for such spare parts.

24. **LIQUIDATED DAMAGES FOR LATE DELIVERY:** In case the Supplier defaults in delivery and the Supplier has not explained the position to the Purchaser well in time and/or the Purchaser has not accepted an extension of delivery period, the Purchaser may at his option deduct from the Supplier's bill a sum not less than ½% (half percent) of the price of any material which the successful tenderer has not been able to supply within the delivery schedule for each week or part of a week during which the delivery of such material may be in arrears subject to a ceiling limit of 10% by way of agreed liquidated damages and not as penalty provided the delay was not due to any force Majeure.

25. **PENALTY:** In the event of placement of order the successful tenderer fails to deliver the goods the Company may at its discretion impose any or more of the following penalties:

- (a) Cancellation of the purchase order in part or whole;
- (b) Imposition of penalty ranging 3% to 10% of the total value of the order;
- (c) Forfeiture or adjustment of earnest money or security deposit or PBG wholly or partly without notice to the Supplier;
- (d) Recovery of extra cost incurred by Company in procuring the goods from other sources which may be without notice;
- (e) Removal of Supplier's name from the Company's approved list of Suppliers;
- (f) Recovery of liquidated damages;
- (g) Recovery may be from any of the pending bill(s) of the supplier now or in future as the case may be.

26. **RISK PURCHASE:** In the event of placement of order if the successful tenderer fails to execute the same to the satisfaction of the Company within the stipulated time, the Company shall arrange procurement of items at supplier's/tenderer's risk and cost.

27. **FORCE MAJEURE:** In the case of strikes/lockout, closure of works (whole or partial), breakdown of machinery, act of God or any other cause beyond the control of the Company preventing or hindering the normal operation, the Company shall be at liberty to cancel the order at any time before receipt of the goods without being liable to the Supplier for damages or other claims.

28. **FALL CLAUSE:** In the event placement of order, the prices of ordered item would not in any case during the currency of the contract period exceed to prices charged by the successful tenderer from Govt.Deptt/ Undertakings/Customer and if there is any reduction in prices/lower prices being charged by the successful tenderer to any Govt.Deptt/PSU/Customer the same would be applicable against this tender. The sole responsibility of informing the reduction in prices shall be on the successful tenderer.

29. The tenderer must certify in the tenderer that "the rates quoted are same as applicable to Govt. Organization/Public Sector Undertakings."

30. If the tenderers is the authorised distributor of the manufacturer(s) tenderer must enclose Photostat copy of the valid certificate of their principals appointing them as authorised distributor for marketing their product.

31. ~~Detailed technical literature/leaflets/brochures should be submitted along with the tender containing complete specification. Drawings wherever necessary be also submitted.~~

32. ~~Tenderer must furnish the details of the machinery they have installed in their factory(s) for manufacturing such items.~~

33. List of the supplies during the preceeding last 3 financial years for the offered item/equipment/model should be furnished alongwith the tender in the format as mentioned below. Photostat copies of some purchase orders preferably of Govt. organisation/Public Sector Undertakings must also be furnished with the tender:-

SN	Purchase / Supply / Contract No. & Dt.	Total Value	Name, full address, telephone nos., & contact person of the Company	Order executed or not	Std. Performance report (if any) to be enclosed
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If the performance report of past supply is not found satisfactory, MOIL reserves the right to reject the tender without assigning any reason.

34. Tenderer must mention the details of after sales service facilities which shall be rendered to along with the name, address and telephone No. of the service station, at Nagpur or the place from where the after sales service shall be rendered. If any service engineer is posted at Nagpur the same may also be mentioned along with details thereof.

35. The Company shall be at liberty to enter into a parallel rate contract or place parallel Purchase order with other tenderer(s)/supplier(s).

36. ~~The Tenderer should clearly certify in their tender that they/their principals possess valid license required under the Industrial Development and Regulation Act 1961, wherever applicable and necessary, for materials tendered by them.~~

37. Any person signing the tender form or any documents forming part of the contract shall be deemed to have authority to our company to bind the Tenderer/Supplier and if it subsequently comes to light that the person so signing had no authority do so the Purchaser may without prejudice to other Civil and criminal remedies cancel the order or the tender and hold Tenderer/ Supplier liable for recovery of costs and damages incurred by the purchaser.

38. The supplier is responsible for the due return of all Purchaser's property including specifications certified samples with labels intact and will be liable for paying value thereof on account of loss or damage thereto.

39. Inspection will be carried out after receipt of material at our site. However, if the inspection of material at party's premises is necessary, before dispatch of the material it will be treated as purely preliminary inspection. Acceptance or rejection of material will be determined only on the basis of final inspection which will be carried out at our site.

40. ~~Authorised representative (one) of the tenderer may be deputed to attend the opening of the tender with proper authorisation letter without which the representative will not be allowed to attend the tender. The visiting card shall not be treated as authentic/valid document of identification of the person/representative attending the Tender Opening.~~

41. ~~No representative will be allowed to attend the tender opening whose tender is not received before the due date of the tender.~~

42. The right to alter our requirements or to reject any or all the tenders without assigning any reasons is reserved with company.

43. Original Bill/Invoice in triplicate to be submitted to the Sr. DGM (Finance), MOIL Limited "MOIL Bhawan" 1-A, Katol Road, Nagpur-440 013, alongwith other necessary transit documents. Copy of bill/Invoice be also sent directly to the consignee. While submitting Bill/Invoice please ensure that Sl. item No. of our purchase order is to be mentioned against each item. Relevant Purchase order No. & date should be mentioned essentially failing which process of releasing payment is likely to be delayed for correspondence. etc. for which supplier shall be responsible.

44. Purchase preference to Central Public Sector Enterprises as per Government guidelines shall be applicable.

45. **JURISDICTION:** All questions, disputes or differences, arising under, outside or in connection with the tender/order contract shall be subject to the exclusive jurisdiction of the Courts at Nagpur only.

46. **IMPORTANT NOTES:**

(a) "Any firm/individual who are relatives of the employees working in MOIL and who have direct or indirect business relations with the contractors and other parties having business dealings with the Company are not eligible for offering tenders".

(b) The firm/individual while submitting the tender should submit the under mentioned declaration duly signed and sealed alongwith the Part-I i.e. Technical-Commercial bid.

**"I/We declare that I or none of our partners are relatives of any employee of MOIL"**



# MOIL LIMITED

A GOVERNMENT OF INDIA ENTERPRISE  
MATERIAL DEPARTMENT  
"MOIL BHAWAN", 1A, KATOL ROAD, NAGPUR-440013.

Website: www.moil.nic.in, CIN: L99999MH1962GOI012398  
Maharastra - 27AAACM8952A1ZL Madhya Pradesh - 23AAACM8952A1ZT  
Phone No. PBX: 0712-2590050. PRI: 2806100. Fax No. 0712-2592360. Gram: ORMIX

## DETAILS OF THE LOCATION OF MINES & PLANTS SITUATED IN MAHARASHTRA & MADHYA PRADESH

NAME OF MINES & POSTAL ADDRESS	NEAREST RLY. STATION / CONNECTING ROAD.	OFF DAY/ AUTHORITY TO BE CONTACTED
<b>BALAGHAT MINE</b> P.O. Bharweli, Dist. Balaghat (MP), PIN: 481102 Tel. : 07632- 245185, 245312, 245311 (Off.) 07632-245187, 245189 (Res.) FAX : 07632-245184	Balaghat Rly. Station Via Gondia Junction Howrah-Nagpur Main Lines, S.E.C.Rly Connecting Road, Balaghat-Baihar Rd. 4 kms.from Balaghat Town, 215 kms. from Nagpur via Gondia	Saturday Mine Manager
<b>FERRO MANGANESE PLANT BALAGHAT MINE</b> , P.O. Bharweli, Dist. Balaghat (MP), PIN: 481102. Tel. : 07632-245188 (Off) Tel. : 07632-245210 (Res.)	Balaghat Rly. Station Via Gondia Junction Howrah-Nagpur Main Lines, S.E.C. Rly. Connecting Road, Balaghat-Baihar Rd.4 kms. from Balaghat Town. 215 kms. from Nagpur Via Gondia.	Saturday DGM (Process)
<b>UKWA MINE</b> PO-Ukwa, Tah-Baihar, Distt.Balaghat (MP),PIN: 481105 Tel: 07636-274532 (Off.), 07636-274526 (Res.)	Balaghat Rly. Station Via. Gondia Junction Howrah-Nagpur Main Lines,S.E.C.Rly. Connecting Road; Balaghat-Baihar 44 kms. from Balaghat Town 259 Km. from Nagpur via Gondia.Balaghat	Friday Mine Manager
<b>TIRODI MINE</b> PO-Tirodi, Tah.-Katangi, Distt. Balaghat (MP), PIN: 481449. Tel: 07630-276735 (Off) Tel: 07630-276734 (Res.) Fax : 07630-276890	Tirodi Rly. Station. Via Tumsar Rd. Junction, Howrah-Nagpur Main Lines, S.E.C. Rly Connecting Road: 1) Jabalpur to Seoni (N.H.7) then to Katangi & from there to Tirodi Mine via Katedhara (approx. 180 km) 2) Nagpur via Bhandara, Tumsar Goberwahi-Katedhara-Tirodi Mine (approx, 150 kms. from Nagpur)	Monday Mine Manager
<b>CHIKLA MINE</b> PO.Chikla, Tah-Tumsar Distt-Bhandara (MS),PIN: 441920. Tel: 07183-220231 (Off.) 07183-220314 (Res.)	Goberwahi Rly. Station Via Tumsar Road, Junction, S.E. Rly Connecting Road : Nagpur Via Bhandara, Tumsar-Goberwahi, Tumsar to Goberwahi 20 Kms. Goberwahi to Chikla Mine 1.5-2 Kms. Chikla Mine approx 116 Kms. from Nagpur.	Friday Mine Manager
<b>DONGRI BUZURG MINE</b> PO-Dongri Buzurg Tah-Tumsar Distt.Bhandara (MS), PIN: 441907. Tel: 07183-220230 (Off.) 07183-220243 (Res.) FAX : 07183-220242	Dongri Buzurg Rly. Station Via Tumsar Road Junction, S.E. Rly 126 Kms. from Nagpur. 1) Nagpur-Bhandara-Tumsar-Goberwahi-Dongri Buzurg Mine 2) Nagpur-Munsar square-Ramtek-Tumsar-Goberwahi- Dongri Buzurg Mine (Tumsar Town-Goberwahi 20 KM approx. Goberwahi to Dongri Buzurg Mine 6 KM Approx)	Monday Mine Manager
<b>EMD PLANT DONGRI BUZURG MINE</b> PO-Dongri Buzurg,Tah.-Tumsar, Distt.-Bhandara (MS), PIN: 441907. Tel : 07183-220242 (Off.) 07183-220208 (Res.) FAX : 07183-220242	Dongri Buzurg Rly. Station Via Tumsar Road, Junction, S.E. Rly 126 kms. from Nagpur. 1) Nagpur-Bhandara-Tumsar-Goderwahi-Dongri Buzurg Mine 2) Nagpur-Munsar square-Ramtak-Tumsar-Goberwahi- Dongri Buzurg Mine. (Tumsar Town-Goberwahi 20 MK approx, Goberwahi to Dongri Buzurg Mine 6 KM approx.)	Monday DGM (Process)
<b>BELDONGRI MINE</b> PO-Nagardhan, Tah. Ramtek, Distt Nagpur (MS) PIN: 441105. Tel. : 07102-246160 (O) & (R)	Dumrikhurd Rly, Station Via Kanhan Junction, S.E. Rly. 40 kms. from Nagpur. (Nagpur-Kanhan Nagardhan Rd (Via Neemtola vii)-Nagardhan (Market-Beldongri mine) or (Nagpur-Munsar Square, KITS College-Nagardhan Market-Beldongri Mine)	Saturday Mine Manager
<b>KANDRI MINE</b> PO-Kandri, Tah – Ramtek, Distt.-Nagpur (MS), PIN: 441401. Tel.: 07114-268179 (Off.) 268149 (Res.), 268150 (NOSKandri)	Ramtek Rly. Station, Via Kanhan Junction S.E. Rly,Connecting Road : Nagpur-Jabalpur NH. No. 7, 42 Kms. from Nagpur. (Munsar square to Kandri Mine 1.5-2KM approx.)	Thursday Mine Manager
<b>MUNSAR MINE</b> PO-Kandri, Tah-Ramtek Distt.-Nagpur (MS), PIN: 441106. Tel. 07114-268154 (Off) 07114-268272 (Res.)	Ramtek Rly. Station. Via Kanhan Junction S.E. Rly. Connecting Road, Nagpur-Jabalpur NH No 7, 42 Kms. from Nagpur Munsar Square to Munsar Mine on Ramtek Road, 5 KM approx)	Thursday Mine Manager
<b>GUMGAON MINE</b> PO-Khapa, Tah-Saoner, Distt.-Nagpur (MS), PIN: 441101. Tel.07113-286123 (Off.)/286133 (Res.)	Khapa Rly. Station Via Paraoni S.E. Rly. Connecting Road : Nagpur-Khapa Raod, 35 kms. from Nagpur.	Sunday Mine Manager
<b>SITAPATORE MINE</b> PO-Sukli, Tah.-Katangi, Distt. Balaghat (MP), PIN: 481449. Tel: 07632-276744	Tirodi Rly. Station. Via Tumsar Rd. Junction, Howrah-Nagpur Main Lines, S.E.C. Rly Connecting Road: 1) Jabalpur to Seoni (N.H.7) then to Katangi & from there to Sitapatore Mine via Katedhara (approx. 180 km) 2) Nagpur via Bhandara, Tumsar Goberwahi-Katedhara, Tirodi Mine, Sitapatore Mine (approx, 165 kms. from Nagpur)	Monday Mine Manager