

Bid Document

Bid Details	
Bid End Date/Time	28-12-2022 11:00:00
Bid Opening Date/Time	28-12-2022 11:30:00
Bid Offer Validity (From End Date)	180 (Days)
Ministry/State Name	Ministry Of Steel
Department Name	Moil Limited
Organisation Name	Moil Limited
Office Name	Moil Limited
Item Category	Custom Bid for Services - Miscellaneous contract works at FMP 1 Unloading of Raw Materials Quantity 7500 MT , Custom Bid for Services - Miscellaneous contract works at FMP 2 Jigging of Crude Metal dust Quantity 500 MT , Custom Bid for Services - Miscellaneous contract works at FMP 3 Sample Preparation at FMP Lab Quantity 2000 Nos , Custom Bid for Services - Miscellaneous contract works at FMP 4 Breaking of Steam Coal 2600 MT , Custom Bid for Services - Miscellaneous contract works at FMP 5 Recovery of Metal from runner material Quantity 500 Cubic Meter , Custom Bid for Services - Miscellaneous contract works at FMP 6 Screening Sorting and Picking of Jigged material Quantity 500 MT , Custom Bid for Services - Miscellaneous contract works at FMP 7 Casing sheet shifting rolling erection of casing Quantity 192 Nos
Contract Period	1 Year(s) 15 Day(s)
Years of Past Experience Required for same/similar service	3 Year (s)
MSE Exemption for Years Of Experience and Turnover	Yes
Startup Exemption for Years Of Experience and Turnover	Yes
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Type of Bid	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation	3 Days
Estimated Bid Value	1873328

Bid Details**Evaluation Method**

Total value wise evaluation

EMD Detail

Advisory Bank

IDBI Bank

EMD Amount

37500

ePBG Detail

Required

No

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

MOIL Limited

a: Name of Bank & Branch: IDBI Bank, Civil Lines Branch, Nagpur b: Account No. 0041102000038465 c: IFS Code: IBKL0000041
(Moil Limited)

Splitting

Bid splitting not applied.

MSE Purchase Preference

MSE Purchase Preference

Yes

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the

bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Additional Qualification/Data Required

Scope of Work:[1670397664.pdf](#)

Special Terms and Conditions (STC) of the Contract:[1670323989.pdf](#)

Service Level Agreement (SLA):[1670323925.pdf](#)

Payment Terms:[1670323942.pdf](#)

Project Experience and Qualifying Criteria Requirement:[1670323949.pdf](#)

Buyer's Competent Authority Approval:[1670323966.pdf](#)

GEM Availability Report (GAR):[1670325000.pdf](#)

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
08-12-2022 12:00:00	<p>NOTE: For Technical queries, you may contact the following official. Shri DVV Giri, DGM (Process), Mb no. 07999343227 email:dvvgiri@gmail.com</p> <p>Note: For Commercial queries, you may contact the following official. 2.Shri Nishikant Khante AGM (Process) CMC email:nishikantkhante@moil.nic.in Mb No :9420925817.</p>

Custom Bid For Services - Miscellaneous Contract Works At FMP 1 Unloading Of Raw Materials Quantity 7500 MT (7500)

Technical Specifications

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Miscellaneous contract works at FMP 1 Unloading of Raw Materials Quantity 7500 MT
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Dalip Kumar Raina	481102,MANJHARA BALAGHAT	7500	N/A

Custom Bid For Services - Miscellaneous Contract Works At FMP 2 Jigging Of Crude Metal Dust Quantity 500 MT (500)**Technical Specifications**

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Miscellaneous contract works at FMP 2 Jigging of Crude Metal dust Quantity 500 MT
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents**Consignees/Reporting Officer**

S.No.	Consignee/Reporting Officer	Address	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Dalip Kumar Raina	481102,MANJHARA BALAGHAT	500	N/A

Custom Bid For Services - Miscellaneous Contract Works At FMP 3 Sample Preparation At FMP Lab Quantity 2000 Nos (2000)**Technical Specifications**

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Miscellaneous contract works at FMP 3 Sample Preparation at FMP Lab Quantity 2000 Nos
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Dalip Kumar Raina	481102,MANJHARA BALAGHAT	2000	N/A

Custom Bid For Services - Miscellaneous Contract Works At FMP 4 Breaking Of Steam Coal 2600 MT (2600)

Technical Specifications

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Miscellaneous contract works at FMP 4 Breaking of Steam Coal 2600 MT
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Dalip Kumar Raina	481102,MANJHARA BALAGHAT	2600	N/A

Custom Bid For Services - Miscellaneous Contract Works At FMP 5 Recovery Of Metal From Runner Material Quantity 500 Cubic Meter (500)

Technical Specifications

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Miscellaneous contract works at FMP 5 Recovery of Metal from runner material Quantity 500 Cubic Meter
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Dalip Kumar Raina	481102,MANJHARA BALAGHAT	500	N/A

Custom Bid For Services - Miscellaneous Contract Works At FMP 6 Screening Sorting And Picking Of Jigged Material Quantity 500 MT (500)

Technical Specifications

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Miscellaneous contract works at FMP 6 Screening Sorting and Picking of Jigged material Quantity 500 MT
Regulatory/ Statutory Compliance of Service	YES

Specification	Values
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Dalip Kumar Raina	481102,MANJHARA BALAGHAT	500	N/A

Custom Bid For Services - Miscellaneous Contract Works At FMP 7 Casing Sheet Shifting Rolling Erection Of Casing Quantity 192 Nos (192)

Technical Specifications

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Miscellaneous contract works at FMP 7 Casing sheet shifting rolling erection of casing Quantity 192 Nos
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)	

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Dalip Kumar Raina	481102,MANJHARA BALAGHAT	192	N/A

Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

3. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

4. Generic

- The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

5. Purchase Preference (Centre)

Preference to Make In India products (For bids less than 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

6. Purchase Preference (Centre)

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

7. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

8. **Payment**

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

9. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Additional Terms & Conditions

1.Earnest Money Deposit (EMD) -

A: For Non-MSEs:

Step-I: The intending bidders should submit Earnest Money to MOIL Ltd., along with 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. 0041102000038465**
- c: IFS Code: IBKL0000041**

EMD should be deposited in one go and exact amount should be reflected in our Bank Statement on or before the opening date & time of tender.

Step-II: After remittance of Earnest Money as above, UTR No./Reference No. in case of IDBI Bank should be informed by participating bidder with Techno-commercial bid. 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, informing the correct UTR No. /Reference No. in case of IDBI Bank is mandatory, failing which the offer shall be liable to be rejected.

No other mode of payment of EMD shall be accepted.

B: For Micro and Small Enterprises (MSEs):

MSEs registered with Udyam Registration Certificate/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..

The existing MSE enterprises registered prior to 30th June 2020, shall continue to be valid for a period up to 31.03.2022 only. Mandatorily bidders need to have “Udyam Registration Certificate” after 31.03.2022 for availing benefits under the Public Procurement Policy for Micro and Small Enterprises (MSEs) order,2012 as amended from time to time.

Step I: The participating bidders under this category should mandatorily mention the document type in Techno-commercial bid.

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 Commercial Term Template & uploading the same in the upload link is mandatory, failing which the offer shall be liable to be rejected.

C: PSUs: State/Central Govt. Organization/PSUs are exempted from submission of EMD/SD. However, they should **mandatorily mention the document type in the Commercial Term and Upload the relevant document in the upload link**, failing which the offer shall be liable to be rejected.

- D.** Purchase preference to central public sector enterprises as per Govt. guideline shall be applicable.
- E.** Public procurement policy for Micro and Small Enterprises (MSEs) as per Govt. guideline shall be applicable. For details visit website: www.msme.gov.in. Bidder(s) falling in category of MSE (Micro & Small Enterprises) must essentially submit relevant & authentic valid documents like NSIC/Udyam Registration 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/ Udyam Registration Certificate 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.
- F.** (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 Start-up (in appropriate category, if applicable) with Ministry of Commerce & Industry, Department of Promotion of industry & Internal Trade.

G. If a bidder participates as a joint Venture (JV)/Consortium, the benefits as per Public Procurement Policy for MSEs order-2012 shall not be applicable for them”.

H. Security Deposit:

i) Security Deposit an amount equal to 5% of the total basic value shall be deducted from running bills (including bills for escalation, if any). However, for NITs floated till 31.12.2023, security deposit applicable shall be 3%.

(ii) The security deposit shall be held by the Company for six months (in case of civil works) or three months (in case of other works) or the defect liability period indicated in NIT, whichever is more. After the completion of the work, the same shall be refundable to the contractor on demand, subject to confirmation from user department, and only after adjusting any amounts that may be due to the Company from the Contractor in respect of this/any other contract. The security deposit shall not bear any interest.

(iii) Where total basic amount of work order is more than Rs. 1.00 crore, the successful tenderer may, at his option, submit the security deposit of 5% (or 3%, as applicable) of the total basic value of the contract, in lieu of deductions from running bills, after signing of contract, in the form of bank guarantee from any nationalised bank having branch at Nagpur, in favour of MOIL Limited, Nagpur, before release of payment of 1st running bill and the same shall remain at the disposal of the company as security till the satisfactory execution and completion of work in accordance with the provision of the contract.

iv) Without prejudice to its right of indemnity for all statutory and financial liabilities, the Company reserves the right to forfeit in full or in part, the Security Deposit, in the event of non-performance / non-compliance with any provisions of the Contract, by the Contractor, other than Force Majeure reasons

2. GSTN Registration No .: (This is to be mentioned mandatorily)

Tenderer to mention their GST No. (for location from where the materials/Services shall be dispatch/provided by them upto Destination basis) Please Upload copy of document evidencing provisional GSTIN ID/or ARN issued by GSTN. Also upload copy of PAN card.

Confirm the H.S.N./SAC code of the services.

TAXES: Payment of tax is primarily the responsibility of the seller/contractor 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 id's (In case your supply is from more than one location, you have to mention all relevant GST's) in the quotation. Offers received from sellers/contractors without GST (provisional or permanent) Id's are liable to be rejected in cases they fall within the preview of GST. Timely compliance of GST Provisions and filing of GST returns is the responsibility of the bidder. Any non-compliance may result in withholding of bills partly or fully until it is reflected in form GSTR-2A.

3. INSURANCE: From commencement to completion of the works, the contractor shall have full responsibility for the case thereof and for taking precautions to prevent loss or damage to the assets at site and works under completion, as per this work order, and in case of projects, special works exceeding a cost of Rs. 50 Lakhs and above or where ever mentioned, specifically in the tender documents, the contractor will obtain an insurance policy covering all risks, damages, loss etc. The Contractor shall provide in the names of the Employer, insurance cover from the start date to the end of the Defects liability period, in the amounts and deductibles stated in the Contract data for the following events which are due to the Contractors risks.

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

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

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

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

4. STATUTORY RULES & REGULATIONS:

- a. The contractor will abide by all the laws of the land applicable to this type of job.
- b. In respect of the employees engaged by the contractor, the contractor will be "EMPLOYER" defined under various Acts Rules and Regulations in relation to the nature of work involved. The person engaged by the contractor for the work shall be under the contractor directly and there shall be no Employer and Employee relationship between the contractor's employees and the company.
- c. The contractor will be responsible for payment of compensation caused to all his employees or

caused by his employees/machines to others due to any incident/accident. In case of occurrence of any accident it should be brought to the notice of the Management with immediate effect.

d. The contractor shall be solely responsible for compliance with all labour laws, Payment of Wages Act 1936, Employees Provident Fund Act, Payment of Gratuity Act 1972, Workmen Compensation Act, Works Contract Act, Sales Tax Act, Minimum Wages Act 1948, Industrial Disputes Act 1947, Contract Labour (Regulation & Abolition) Act 1970, Equal Remuneration Act 1979, Child labour (Prohibition & Regulation) Act 1986, Mines Act 1952, Mines Rules 1955, Metalliferrous Mines Regulation 1961, Explosives Act, Turnover tax act (where ever applicable) and other relevant Central / State Govt. rules etc. The Contractor shall take full responsibility for stoppage of work, as a result of noncompliance to above rules and violations pointed by the enforcing agencies, thereof. The Contractor shall, at his own cost and time, rectify all the defects /violations pointed out by such statutory authorities. Such stoppage of work shall not be taken as a valid reason for not achieving the targets and the Company shall be free to impose penalty, stipulated, in the tender document. The Contractor shall defend, indemnify and hold the Company harmless from any liability or penalty which may be imposed by the Central / State or local authorities, by the reasons of any assorted violation, by the Contractor and also from all claims, suites or proceedings that may be brought against the Company.

e. The contractor should deposit the wages of the employees in the bank account of the concerned employees and should submit the certified statement from the bank along with the bills.

f. The tenderer should submit the copy of the PF registration No duly allotted by Regional Provident Fund Commissioner along with documentary evidence and shall submit copy of latest PF remittance challan. In case the tenderer does not possess the PF registration number at the time of submission of tender, then such tenderer has to enclose photocopy of application already made duly acknowledged for obtaining PF registration together with an undertaking, on a Non Judicial Stamp Paper of Value not less than Rs 100/- stating that

“Within One Month from the date of issue of Letter of Intent/Letter of Award of Contract Tenderer shall obtain PF code Number and submit a copy of the same to MOIL “ Failing which, the Work order will be treated as cancelled without any further notice and will be treated as non compliance.

g. The provident fund of the employees should be deposited through on line mode and the original paid challan (along with ECR and TRRN) has to be submitted along with the bills.

h. The successful tenderer shall arrange to obtain the appropriate licence of the Competent Authority under the Contract Labour (Regulation & Abolition) Act. 1970 within fifteen days of the placement of the work order (if applicable).

i. If the contractor during the currency of contract, employs apprentices for specified periods, the permission for the same should be obtained, in writing from the Mines Manager or his authorised representative. The contractor shall train them, as required, under the Apprentices Act. 1961 and shall be responsible for all the obligations of the employer under the Act, including the liability to make payment to apprentices, required under the Act (If applicable).

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

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6. Before commencement of the work, the successful bidder is required to submit the documentary proof of Insurance Policy for the entire period of the work under the provision of Employee Compensation Act 2010/ESI (Employee State Insurance Act.1948) and as amended from time to time, for the number of workers proposed to be deployed for execution of the subject work to the Mine Manager/Executive Officer.

- 7] E- tender/GEM Bid, **as above** are invited from appropriate class of contractors of the MES/CPWD/PWD of Maharashtra State / M.P. State/Public Sector Undertakings/Semi or Quasi Govt. Organization/Reputed Private Sector having experience in similar nature of works at least for a period of 3 years.
- 8] The work is estimated to cost **Rs.18,73,328.00** approximately (Excluding GST).
- 9] The Competent Authority shall be the Accepting Officer, hereinafter referred to, as such, for the purpose of this contract.
- 10] Tender documents, consisting of specifications, schedule(s) of quantities of the various classes of works, to be done, the conditions of contract and other necessary documents are attached with the tender.
- 11] Tenderers are advised to inspect and examine the site and the surroundings and satisfy themselves before submitting their tenders, as to the nature of the ground / dump and sub soil (so far as is practicable), the form and nature of the site, the means of access to the site the accommodation they may require and in general shall themselves obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of site, whether he inspects it or not and no extra charges, consequent upon any misunderstanding or otherwise shall be allowed.
- 12] Submission of the tender by a tenderer shall imply that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done.
- 13] The tenders for the works shall not be witnessed by the contractor or contractors who himself /themselves has/have tendered or who may have tendered for the same works. Failure to observe this condition shall render the tender of the contractor, tendering as well as of those witnessing the tender, liable for rejection.
- 1 4] The tenderers are advised to submit quotations based on the terms and conditions and specifications contained in the tender document and not to stipulate any condition of their own. Any tenderer doing so shall be at his own volition and may render the tender liable for rejection.
- 15] Any tax, leviable in respect of this contract shall be payable by the contractor and the Company will not entertain any claim whatsoever in this respect.
- 16] On completion of the work, all rubbish, brick-bats etc. shall be removed by the contractors at their own expenses and the site cleaned and handed over to the Company.

- 17] The successful tenderer shall arrange to obtain the appropriate licence of the Competent Authority under the Contract Labour (Regulation & Abolition) Act. 1970 within fifteen days of the placement of the work order. In case of failure of the contractor to maintain a valid licence during the period of operation of this contract he will render himself liable for immediate termination of the contract without any compensation, apart from being called upon to bear the burden of penalties, if any, that may be imposed by the concerned labour authorities.
- 18] If the contractor during the currency of contract, employs apprentices for specified periods, the permission for the same should be obtained, in writing from the Mines Manager or his authorised representative. The contractor shall train them, as required, under the Apprentices Act. 1961 and shall be responsible for all the obligations of the employer under the Act, including the liability to make payment to apprentices, required under the Act.
- 19] Requisite deduction shall be made from the bills towards Income Tax at the rate of 2 % or as per the rates, as applicable from time to time.
- 20] The rates must be inclusive of all taxes payable against the State Govt./Central Govt., statutory notification, wherever applicable.
- 21] No escalation will be payable, as a result of State/Central Govt. notification or any other account, during the currency of the contract, unless specifically provided for, in the contract.
- 22] In case of contracts exceeding Rs. Five Lakhs, the contractor whose tender has been accepted, shall execute an agreement, in the prescribed MOIL's 'C' Form within a fortnight, of the date of communication of the acceptance of his tenders. In the event of failure to do so, the earnest money shall be liable to be forfeited.
- 23] **FAILURE OF CONTRACTOR** : If the Contractor fails to complete the works, and as a result, the order is cancelled, the amount due to him, on account of work executed by him ,if payable, shall be paid to him, only after due recoveries, as per the provision of contract, and only after alternative arrangement to complete the work have been made, at the price risk of the contractor.
- 24] **FORCE MAJEURE CLAUSE** :
- A. If in the event the agency to the contract is prevented from discharging its/their obligations under the contract by reason of one or more of the events such as arrest(s), restraint(s) by Government or people, blockade (s), revolution(s), insurrection(s), mobilization(s), strike, block-out(s) blockade (s) civil commotion(s), riot(s), accident(s), scarcity/insufficiency of supply of wagons by Railways, preventing or delaying the loading of ores, Govt. requisition, Govt. order or statutory action or natural calamity or act(s) of God or any cause of whatever nature or description beyond the control of the company, then the agency shall have no claim whatsoever, against the company for any loss, damage caused to the agency by such reason.
- On the occurrence of any of the force Majeure condition, the party concern shall notify the company in writing of such occurrence within 10 days of occurrence stating their in the date of occurrence of Force Majeure disability, by registered letter duly certified by statutory authorities. The agency shall resume the work as soon as practicable after such eventuality has ceased to exist of which the company shall be the sole judge. In the event of delay lasting over one month, if arising out of Force Majeure, both parties shall discuss and agree upon an equitable solution for termination of the contract, or other course of action to be adopted mutually.
- B. For delays arising out of Force Majeure, the bidder will not claim extension in completion due for a period exceeding the period of delay, attributable to the causes of Force Majeure and neither the Company nor the bidder shall be liable to pay extra costs, provided it is mutually established that Force Majeure condition did actually exist.

25] **TERMINATION OF CONTRACT:**

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

- The Contractor defaults in proceeding with the works due to lack of diligence and/or in complying with any of the terms & conditions, stipulated in the contract.
- The contractor fails to complete the works, as per the scheduled contract, before stipulated date of completion.
- The contractor or Firm or any of the partner represented by the contractor, in the subject contract is adjudged as Insolvent by the concerned authority.
- The contractor assigns/transfers/sub-lets the entire work or a portion thereof without the approval of the Accepting authority.
- The contractor offers to give or agrees to give, in person of the Company's service or gift or any other consideration, as inducement or reward for seeking benefits in the contract.
- Termination of the contract in full or part - The officer in charge shall determine the amount, if any that is recoverable from the Company, for the completion of the work, together with penalties and loss or damage, suffered by the Company as a result of the above termination.
- The amount so worked out by the officer in charge, shall be recovered from moneys, due to contractor, on any account and if such moneys are not sufficient the contractor shall be called to pay the same within 30 days.

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

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

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

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

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

- 26.1] Any expenditure incurred on preliminary site work e.g. temporary access roads, accommodation, water storage tanks etc.
- 26.2] The Co. shall decide whether to take over any of the Contractor's materials or any part thereof, whose supply was accepted at site, provided however that the Co. shall take over only such materials or part thereof, as the Contractor does not desire to retain. The cost of such materials that shall be paid to the Contractor shall take into account purchase price, cost of transportation.
- 26.3] For Contractor's materials, not retained by the Co., reasonable cost of transporting such materials from site to permanent stores of the Contractor or to his other works, whichever is less shall be paid to him.
- 26.4] If any materials supplied by the Company to the Contractor are rendered surplus, the same shall be returned by the Contractor to the Company at rates, at which they were originally issued and a reasonable cost on account of transportation from the site to the stores of the Co.
- 26.5] The Co. shall pay to the Contractor, a reasonable compensation for transfer of T & P items from site to Contractor's permanent stores or to his any other work site, whichever is less.

27. SUB-CONTRACTING

If a contractor submits his bid, qualifies and does not get the contract because of his being, not the lowest, he will be prohibited from working as a sub-contractor for a contractor who is executing the contract.

28] DISPUTE AND ARBITRATION:

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

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

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

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

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

29] CONSULTANTS:

a] A firm which has been engaged by the Company to provide goods or work for the project and any of its affiliates will be disqualified from providing consultancy services for the same project. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project and any of its affiliates will be disqualified from subsequently providing goods or works or services related to the initial assignment of the same project.

b] The consultants or any of their affiliates will not be hired for any assignment, which by its nature, may be in conflict with another assignment of the consultants.

30] **SUB - VENDER:** The contract agreement will specify major items of supply or services for which the contractor proposes to engage sub-vender. The contractor may from time to time propose any addition or deletion from such list and will submit the proposal in this regard to the officer in charge. Such approval of the officer in charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

31] This notice of tender shall form a part of the agreement between MOIL and the successful contractor for the purpose of this contract.

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

33] The contractor shall furnish to the Company complete information as may be required for compilation and submission of various returns/reports to different authorities from time to time.

34] The contractor shall submit the list of equipment which will be used by contractor for execution of works.

35] The contractor shall carefully read terms and conditions and the same shall be signed by him or his authorized representative, in token of acceptance of the same

36] LIQUIDATED DAMAGES:

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

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

38. Before commencement of the work, the successful bidder is required to submit the documentary proof of Insurance Policy for the entire period of the work under the provision of Employee Compensation Act 2010/ESI (Employee State Insurance Act.1948) and as amended from time to time, for the number of workers proposed to be deployed for execution of the subject work to the Mine Manager/Executive Officer.

39. During the execution of the work, the contractor shall maintain the register of wages paid to employees/workmen on account of national holidays and shall submit the copies of the same to mine manager along with monthly running bills, failing which appropriate deduction shall be made from contractor's bill and shall be paid to the contract workers by the company.

40. INTEGRITY PACT:

a) The bidder is required to submit the integrity pact agreement duly filled, scanned & signed by authorized signatory of tender as per enclosed Annexure along with the tender document & upload.

b) In event the bidder happens to be the successful bidder, the said bidder will have to submit the above mentioned Integrity Pact on Rs. 100/- (Non-judicial) Stamp Paper. For this the authorized signatory along with authorization letter will have to visit office of DGM (Materials) CMC, "MOIL Bhawan", 1-A, Katol Road, Nagpur, and ensure completion of all the formalities towards Integrity Pact.

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

The details of Independent External Monitor (IEM) nominated for this tender are given here as under:

SN. Name of Independent External Monitor

- 1: Shri Omprakash Singh Malik 2: Dr. (Ms.) Nivedita P Haran

(This clause is applicable for the work Rs. 50.00 lakhs & above plus GST).

For and on behalf of MOIL Limited

Signature of the contractor

(Authorized Signatory)

(or his authorized representative)

41. You will provide skilled supervisors to supervise the contract work.

42. (i) The bidders, who have failed to perform satisfactorily during execution of earlier contracts of MOIL Limited, shall not be qualified to participate in the present tender. Offers of such bidders shall not be considered during a period of four years in case of Clause (a) and two years in case of Clause (b) given below. The time period of two and four years shall be reckoned from the date of discontinuance or completion of work respectively.

For this purpose, failure to perform satisfactorily would mean-

(a) Incomplete execution in earlier contract(s) beyond the applicable norms of the company

OR

(b) Completion of work order quantities beyond stipulated period in respective work order(s) with more than two extensions on account of reasons of poor performance attributable to such contractor.

(ii) If the contractor

(a) Fails to complete the work order quantity within scheduled time period for the reasons attributed to him and leaves the work uncompleted.

OR

(b) Completes the work order quantity with more than two extensions on account of reasons of poor performance attributable to such contractor,

Such failure shall amount to and be treated as an automatic disqualification incurred by the contractor to participate in any future tender(š) or contract(s) of MOIL Limited for four years in case of (a) above and two years in case of (b)above.

The time period of two and four years shall be reckoned from the date of discontinuance or completion of work respectively.

In case of (i) and (ii) above foreclosure of the work by MOIL and/or closure of contract for force majeure reasons will not be treated as incomplete execution of work by the

contractor.

(iii) If the contractor fails to comply with any of the statutory provisions of the labour Laws/ Acts applicable during the execution of the earlier awarded work orders, such failure shall be treated as an automatic disqualification incurred by the contractor to participate in any future tender(s) or contract(s) of MOIL Limited for two years.

The period of two years shall be reckoned from the date of discontinuance or completion of work respectively.

If the contractor fails to comply with any of the statutory provisions of the Laws/ Acts applicable during execution of the work awarded in terms of the NIT, MOIL will be free to terminate the contract and made alternate arrangements for completing the work at the risk and cost of the contractor.

43. The Company also reserves the right to relax the qualifying requirements upto 5% in the deserving cases.

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44. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

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45. 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 execution of works /procurement of items at supplier's/tenderer's risk and cost.

46. 1. FINANCIAL REQUIREMENT & QUALIFYING CRITERIA:

1.1 The tenderer should submit/upload the following, along with the PART I of the tender:

i. Valid Income Tax Clearance Certificate **(The tenderer should upload the income tax acknowledgement receipt for the assessment years 2020-21, 2021-22 & 2022-23).**

ii. Latest Solvency certificate from the bankers, issued within last one year form the date of opening of Part-I Techno-commercial bid.

iii. Balance Sheet for the last 3 years **(2019-20, 2020-21 & 2021-22)**.

iv. Profit & Loss account for the last 3 years **(2019-20, 2020-21 & 2021-22)**.

1.2 The party's turn over for the last three years **(i.e. 2019-20, 2020-21 & 2021-22)** should be at least two times the value of the present tender. The Turn Over certificate for the last Three years **(i.e. 2019-20, 2020-21 & 2021-22)** issued by practicing Chartered Accountant/Cost Management Accountant with their UDIN mentioned on it.

2. Eligibility Criteria: (1) The tenderer to upload the documents of Income tax Return, Solvency certificate, Balance sheets, Profit and loss accounts and Work experience along with its completion certificate of the similar type of work carried out to prove the work experience.

(2) The bidder must have carried out similar work of at least 30% of the value of the present tender, in a single contract. Similar work means any mining work carried out in opencast/underground mine or any plant or maintenance related works carried out in manufacturing/chemical/mining industry.

47. PAYMENT TERMS

(i i) **Other Services** : The running bills shall be submitted by the contractor, normally at monthly intervals, for the work executed, as certified by the engineer-in-charge. Payment of the running bills shall be released within 30 days from the date of receipt of clear and acceptable tax invoice alongwith all the necessary certifications/ compliances, subject to statutory and other deductions adhering to the work order conditions or any amendment thereto.

(iii) **Final Bill**: Final bill shall be submitted by the contractor within 60 days of the completion of works and no further claims shall be made by the contractor, after submission of the final bill. Payment of the final bills shall be released within 30 days from the date of receipt of clear and acceptable tax invoice alongwith all the necessary certifications/ compliances subject to statutory and other deductions adhering to the work order conditions or any amendment thereto, pertaining to this or any other contract.

(i v) **Escalation Bill**: Bills for wages/diesel/other escalation, as specified in the NIT, shall be submitted by the contractor at quarterly intervals, for the work executed, as certified by the engineer-in-charge. Payment of the escalation bills shall be released within 30 days from the date of receipt of clear and acceptable tax invoice alongwith all the necessary certification/compliances, subject to statutory and other deductions, adhering to the work order conditions or any amendment thereto.

(v) **Paying Authority** : Head of Contracts Accounts Section, Finance Department, MOIL Limited, MOIL Bhawan, 1-A, Katol Road, Nagpur - 440 013.

In case of contracts awarded from mines, head of finance in respective mine shall be the paying authority.

- (v i) **Submission of Bills** : GST-compliant tax invoice/e-invoice for 100% value, including taxes, in three copies, duly stamped and signed or digitally signed by the authorized signatory of contractor shall be submitted to the consignee along with e-way bill (as applicable) and other documents as a part of compliance of the work order or NIT.
- (vii) **Bill to party** : Bill shall be raised on Mine Manager/ Plant In-charge, XXXXXX Mine/Plant, address, state, GSTN
- (viii) **Ship to party** : Services shall be rendered to the Mine Manager/ Plant In-charge, XXXXXX Mine/Plant, address, state, GSTN

NOTE :- (I) Clarification on disputes relating to the bill : Endeavour shall be made to seek clarifications about any discrepancy/deficiency in the bill submitted in one go, within a period of 25 days from the receipt of the bill.

The contractor shall be required to submit the required clarifications/remove deficiencies within 10 days from the date of informing the same.

Any disagreement on the supply/services quantity, quality or for any other matter shall be dealt as per the terms of the contract and NIT. However, payment against agreed and admissible part shall be processed on submission of the invoice for such part only, without limiting the power of the company to make further recoveries and such part payment shall not be constituted as right of the contractor to seek balance payment.

- ix] Any registered person having aggregate annual turnover of Rs.50 crores and above (base on PAN) is required to submit E-Invoice having Invoice Reference Number (IRN) and QR Code on or after 1st January 2021 for release of payment.

DECLARATION

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

- V. I/We declare that I or our partners neither relative of any employee of MOIL nor shall I/We employ any person / firm having such relation to execute the contract.
- VI. I agree to comply all the recommendations of 10th Conference of Safety in Mines.

Authorized signatory of the Contractor

FullAddress: _____

Dated: _____

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

This Bid is governed by the [General Terms and Conditions](#), conditons stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---