



# MOIL LIMITED

(Formerly Manganese Ore (India) Limited)  
(A Government Undertaking)  
"MOIL BHAWAN", 1-A, Katol Road, NAGPUR – 440 013

**OFFICE OF GENERAL MANAGER (MTLS.)**

PHONE NO. +91 712 2806286, PRI:2806100,  
FAX NO. +91 712 2592360 Email: [rsd@moil.nic.in](mailto:rsd@moil.nic.in)

**CIN:L99999MH1962GOI012398**

**MOIL GST Registration (MS) - 27AAACM8952A1ZL**

**MOIL GST Registration (MP) - 23AAACM8952A1ZT**

T.E.No.PUR/MOIL/C-3/13/E-9/206-M

Dt. 18/09/2024

To,

**WEBSITE DOWNLOAD**

**Sub.: WEBSITE PROPRIETARY TENDER ENQUIRY IN TWO BID SYSTEM FOR ENTERING BLANKET RATE CONTRACT FOR TWO YEARS FOR SUPPLY OF SIEMENS MAKE SWITCHGEARS, LOW VOLTAGE POWER DISTRIBUTION PRODUCTS, ELECTRICAL INSTALLATION A TO Z PRODUCTS, ETC.**

Dear Sir,

Sealed tenders only are invited for items as specified below and in accordance with Annexure – A, Annexure – TE1 & Annexure – TE2 enclosed herewith.

**You are requested to submit your offer accordingly.**

<b>Last Date &amp; Time of Receipt of Tender</b>	<b>08/10/2024 UPTO 3.00 PM</b>
<b>Date &amp; Time of Opening of Tender</b>	<b>08/10/2024 AT 3.30 PM</b>

SN	SHORT DESCRIPTION OF ITEM	UNIT	QTY REQUIRED
1	BLANKET RATE CONTRACT FOR TWO YEARS FOR SUPPLY OF SIEMENS MAKE SWITCHGEARS, LOW VOLTAGE POWER DISTRIBUTION PRODUCTS, ELECTRICAL INSTALLATION A TO Z PRODUCTS, ETC.		

Yours faithfully,

**GM (Materials)**

**Enclosures:**

<b>Annexure - I</b>	Important Notes [2 pages].
<b>Annexure - A</b>	Special Commercial terms and conditions [5 pages].
<b>Annexure - B</b>	Format For Undertaking To Be Submitted/Uploaded By Bidder Along With The Tender Documents [1 page].
<b>Annexure - C</b>	Format of Non-Collusive Tendering Certificate [1 page].
<b>Annexure - TE1</b>	General Commercial Terms and Conditions of Tender Enquiry [5 pages].
<b>Annexure - TE2</b>	Procedure for Submission of Tender (Two Parts) (1 page).

**All above mentioned documents shall form part of tender enquiry.**

## **ANNEXURE-“I”**

### **Important Notes:**

- 1) As per existing system the hard copy of tender document is sent to the firms in case of single/limited tender enquiry. This practice will continue upto certain period. Later on the hard copy of tender document shall not be sent to the firms since 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., [http:// www.moil.nic.in](http://www.moil.nic.in) & <http://eprocure.gov.in/cppp/>. Tenderers shall download the tender document & submit the offer accordingly. The Notice Inviting Tender (NIT) only shall be sent in future through e-mail as well as by post. Therefore tenderers are requested to mention their valid e-mail ID. This will help saving paper.
- 2) Please note that there is no provision to take out the list of parties downloading the tender document from the above referred web site. As such, tenderers are requested to see the website once again before due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigendum, if any, will be that of the downloading parties.
- 3) No separate intimation in respect of corrigendum will be sent to tenderers who downloaded the documents from website as information in this respect will not be available to website i.e., [http:// www.moil.nic.in](http://www.moil.nic.in) & <http://eprocure.gov.in/cppp/>
- 4) The offer should be submitted strictly as per the terms and conditions and procedures laid down in the tender document failing which the offer is liable for rejection. **Tenders sent through Telegram, Telex, Fax or e-mail will not be considered.**
- 5) All the pages of quotations including all enclosures submitted therein must be duly signed with seal except printed leaflets / catalogues. Offers, erased and over-written may be liable for rejection unless corrections are made by crossing out the part in error and the rewritten/corrected part is authenticated with the tenderer's signature.
- 6) The complete offer should be typed in the letter head of the tenderers. (Hand written quotations will be summarily rejected) If firm's letter heads are not sufficient to accommodate technical and pricing details preferably bigger papers may be used. Such sheets should bear the name and address of the company.
- 7) The contact details of responsible person, i.e., name, designation/post, mobile number, Telephone number, Fax number and Firm's email address for communication should be mentioned in the offer for speedy communication.
- 8) NSIC-registration, DGMS approval, BIS certification, MSEs certificate & other statutory documents required as per tender to be submitted with offer should be duly attested by **PUBLIC NOTARY**.
- 9) The units registered under NSIC/DIC are eligible for the benefits under the scheme only when they have valid NSIC/DIC/DGS&D certificate. NSIC/DIC registration should be valid on due date of opening of tender.
- 10) State/Central Govt. Organization/PSUs are exempted from submission of EMD/SD.
- 11) **CERTIFICATE OF TENDER DOWNLOADING FROM WEBSITE:** Bidder should certify that the tender document downloaded from website has not been altered/modified and the terms & conditions submitted by them are same as that of the tender document of MOIL displayed in website

#### **Certificate from Bidder:**

This is to certify that there is no deviation in the offer submitted by us, other than those specified above (if indicated) from the tender terms. In case if there is any difference in any terms other than specified above, the same may be ignored and considered to have been accepted by us in toto as per NIT.

**SEAL & SIGNATURE OF THE BIDDER**

12) Public procurement policy for Micro and Small Enterprises (MSEs) as per Govt. guideline shall be applicable. For detail visit website: [www.msme.gov.in](http://www.msme.gov.in). Bidder(s) falling in category of MSE (Micro and Small Enterprises) must essentially submit relevant and authentic valid documents including EM (Entrepreneur Memorandum) Part II acknowledgement and certificate along with list of items for which bidder is registered as MSE. If MSE is wholly owned by Schedule Caste (SC) / Schedule Tribe (ST)/Women, then such bidder will have to mention categorically and upload the copy of necessary caste certificate issued by State Authority as per law. These documents should be self authenticated, certified by Chief Executive of the Enterprise duly notarized by Public Notary.

**Public Procurement Officer:** Mr. Deepak Borkute, Jt.GM (Materials),  
(Contact No.: Landline: 0712-2806130, E-MAIL: [dmb@moil.nic.in](mailto:dmb@moil.nic.in))

**Nodal Officer regarding procurement from SC/ST MSE Enterprises:** Mr. D.I. Khan, AGM (Materials) (Contact No.: Landline: 0712-2806137, E-MAIL: [khan@moil.nic.in](mailto:khan@moil.nic.in).)

13) Purchase/Price Preference, if any, for MSEs, CPSE's, etc. prevailing as per Government of India guidelines shall be applicable.

Contd...P/2

### Annexure - I

14) TENDERER BANNED OR DELISTED OR BLACKLISTED OR PUT ON HOLIDAYS (OR ANY OTHER TERMINOLOGY USED FOR BUSINESS BANNING) (OEM/ SUPPLIER/ VENDOR/ FIRM/BIDDER): Should give a declaration that they or their principle or principle's any other authorized firm have not been banned or de-listed or black-listed or put on holidays (or any terminology used for Business Banning) by any Govt. or Quasi-Govt. agencies or PSUs. If they have been banned or de-listed or black-listed or put on holidays (or any terminology used for Business Banning) by any Govt. or Quasi-Govt. Agencies or PSUs, this fact must be clearly stated. If above mentioned declaration is not given, bid shall be treated as non-responsive & no correspondence shall be entertained.

14.1) If the tenderer submits the declaration that they or their principle or principle's any other authorised firm have not been banned or de-listed or black-listed or put on holidays (or any terminology used for Business Banning) by any Govt. or Quasi-Govt. agencies or PSUs and at later date, if it is established that the tenderer was banned or de-listed or black-listed or put on holidays (or any terminology used for Business Banning) by any Govt. or Quasi-Govt. Agencies or PSUs, the same shall be treated willful suppression of facts or furnishing wrong information and suitable action as deemed fit shall be taken by MOIL Ltd. including disqualification of the firm (even if the tender is in process) & banning of the firm for the period of minimum three years for any business activity with MOIL Limited.

14.2) Tenderer (OEM/ SUPPLIER/ VENDOR/FIRM/BIDDER) OR THEIR PRINCIPLE OR PRINCIPLE'S ANY OTHER AUTHORISED FIRM has been banned or delisted or blacklisted or put on holidays (or any other terminology used for business banning) for whatever reason by any Government Department/PSU in past, the tenderer shall not be considered eligible for participating in this tender enquiry.

**GM (Materials)**

**Annexure - A**  
**SPECIAL COMMERCIAL TERMS AND CONDITIONS.**

- 1) The Tenderer should confirm the acceptance of the following Special Commercial terms and conditions and indicate in details. (Tenderer should read the NIT and all the Annexure forming part of this tender before submitting the details or confirming acceptance in the tender).
- 2) Tenderer to confirm/ accept all clauses of this Annexure - B (point-wise) on their letter head duly signed & stamped. The documents, declaration & certificate etc., (wherever asked) to be submitted separately along with their Part- I (Techo-Commercial Bid), duly signed & stamped.
- 3) Under column “**TO BE CONFIRMED BY THE TENDERER**”, tenderer to submit complete relevant details wherever field is kept blank.

SN	SPECIAL TERMS AND CONDITIONS	TO BE CONFIRMED BY THE TENDERER
1	<p><b>EMD:-</b>  <b>In case of Non MSEs:</b> The intending bidders should submit Earnest Money <b>Rs.10,000/-</b> to MOIL Ltd., along with their offer otherwise their offer will summarily rejected. EMD should be deposited Electronically (RTGS/NEFT) from Nationalized/ Scheduled Bank only in the designated account as under:  a: Name of Bank &amp; Branch: IDBI Bank, Civil Lines Branch, Nagpur  b: Account No. 0041102000038465  c: IFS Code: IBKL0000041</p> <p>Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy/proof of the Online Payment Transfer along with bid. Bidders are requested to upload the EMD details. EMD should be deposited in one go and exact amount should be reflected in our bank statement on or before the opening date &amp; time of tender, failing which the offer shall be rejected out rightly.</p> <p><b>In case of MSEs: Document Type for exemption towards EMD (for SSI/Udyog Aadhar Memorandum Number/NSIC/PSU) (Tenderer to mention document type &amp; upload the document in case of MSE) (This is to be mentioned mandatorily). Document towards exemption towards EMD is to be submitted mandatorily, failing which the offer shall be rejected out rightly.</b></p>	<p><b>REMARK</b>  (Mention UTR No. &amp; NEFT Reference No.)</p> <p><b>OR</b></p> <p><b>Type Of Document for exemption of EMD</b></p>
2	<b>MANUFACTURER AUTHORIZATION: Wherever Authorised Distributors/Service Providers/Traders are submitting the bid, tender specific Authorisation Form (mentioning the Tender number)/Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.</b>	AGREE (SUBMITTED COPY OF DOCUMENT ALONG WITH TENDER)
3	A) Status of tenderer (OEM/OEM Authorized Dealer, etc.)	
	B) Scanned copy of document submitted in support of proof of tenderer or tenderer’s principal being a manufacturer.	AGREE (SUBMITTED COPY OF DOCUMENT ALONG WITH TENDER)
	C) <b>Scanned copy of authorization from manufacturer to be submitted, in case tenderer is an authorized dealer, etc.</b>	AGREE (SUBMITTED COPY OF DOCUMENT ALONG WITH TENDER)
4	Tenderer to indicate the details regarding the proof of being Manufacturer OR tenderer’s Principal being a manufacturer.	REMARK
	A) Name of the issuing authority (NSIC/DGS&D/DIC)	REMARK
	Reference No. & Date	REMARK
	Details of authorization in case tenderer is an authorized dealer & agent.	REMARK
	B) Name of Manufacturer/Principal	REMARK
	Reference No. & Date	REMARK
	C) Validity period of authorization if any.	REMARK
5	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

**Annexure - A**  
**SPECIAL COMMERCIAL TERMS AND CONDITIONS.**

SN	SPECIAL TERMS AND CONDITIONS	TO BE CONFIRMED BY THE TENDERER
6	<b>BANNED OR DELISTED TENDERER/SUPPLIER/ VENDOR/FIRM/BIDDER:</b> Should give a declaration that they have not been banned or delisted by any Govt. or Quasi-Govt. agencies or PSUs. If they have been banned by any Govt. or Quasi-Govt. Agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for dis-qualifying them. If this declaration is not given, bid shall be treated as non-responsive.	AGREE (SUBMITTED DECLARATION ALONG WITH TENDER)
	A) Declarations towards banning or de-listed Supplier/Vendor/Firm/Tenderer by any Govt. or Quasi-Govt. Agencies or PSU.	REMARK
	B) If Tenderer/Supplier/Vendor/Firm has been banned or de-listed by any Govt. or Quasi-Govt. Agencies or PSU, then it has to indicate the details below: i) Name of organization which has banned the Tenderer/ Supplier/Vendor/Firm ii) Banned Period iii) Reasons for banning ( Tenderer/Supplier/Vendor/Firm may also submit relevant documents separately)	REMARK
7	Tenderer(s) having NSIC-registration, DGS&D-registration, DGMS approval, BIS certification, MSEs certificate & other statutory documents required as per tender to be submitted with offer.	REMARK
8	Whether MSE (Micro & Small Enterprise) is owned by Schedule Caste (SC) / Schedule Tribe (ST). (If yes, the bidder to mention categorically SC/ST).	REMARK
9	If MSE is wholly owned by Schedule Caste (SC) / Schedule Tribe (ST) then such bidder will have to mention categorically and submit/upload the copy of necessary caste certificate issued by State Authority as per Law. These documents should be self authenticated and self certified.	AGREE & SUBMITTED
10	<b>REQUIREMENT:</b> We have not indicated the description & quantity etc. of Siemens Make Products in the tender enquiry. However, the requirement shall be on actual consumption pattern at our mines.	AGREE
11	<b>RATE CONTRACT:</b> We shall enter into <b>Blanket Rate Contract for Two Years</b> & the items required shall be purchased as & when required by our mines. The supply is to be made against release orders issued by this office.	AGREE
12	<b>VALIDITY OF RATE CONTRACT:</b> This Blanket Rate Contract will remain valid for the period of two years from date of issuance of rate contract on prevailing price list.	
13	<b>PARALLEL RATE CONTRACT:</b> In the interest of Company, MOIL shall be at liberty to enter in to a parallel rate contract with other firm(s) for the supply of ordered items.	AGREE
14	<b>DESTINATION:</b> The Siemens make switchgears products are required by our various mines situated in the states of Maharashtra and Madhya Pradesh. The material shall however be collected by the representatives of mines from Nagpur.	AGREE
15	The tenderer to inform the <b>detailed local address, phone nos., person to be contacted, mobile no. &amp; e-mail ID etc. of their sales godown NAGPUR from where the supply shall be made.</b>	REMARK
16	<b>PART -II PRICE BID:</b> Tenderer required to submit <b>*Manufacture's price list viz. M/s Siemens Ltd. (Hard Copy as well as Soft Copy) as their price bid in Envelop No. II, duly signed &amp; stamped (Refer Annexure – TE2).</b>  <b>(*Manufactures Price List as applicable to any Public Sector Undertaking including CIL or its subsidiary companies/Govt. Dept/ Govt. Undertaking, Enterprises/ Customer)</b>	AGREE
17	<b>PRICE:</b> The rates shall be charged against this rate contract will be those ruling on the date of supply as per <b>Manufacture's price list viz. M/s Siemens Ltd..</b> The rates will be same as applicable to any Public Sector Undertaking including CIL or its subsidiary companies/Govt. Dept/ Govt. Undertaking, Enterprises/ Customer. The copy of prevailing price list MUST be submitted as a price bid in Envelop No. II, duly signed & stamped.	AGREE
18	<b>DISCOUNT:</b> The tenderers should separately indicate the discount (if any) on the list price. Conditional Discount offered (if any) shall not be accepted.	AGREE
19	<b>MAKE &amp; PRICE LIST :</b> Tenderer to mention make & current price list details (i.e. Price list/ Circular No., date w.e.f. of the price list). This is <b>ESSENTIAL</b>	REMARK

**Annexure - A**  
**SPECIAL COMMERCIAL TERMS AND CONDITIONS.**

SN	SPECIAL TERMS AND CONDITIONS	TO BE CONFIRMED BY THE TENDERER																											
20	<b>DELIVERY PERIOD:</b> The successful tenderer will be required to supply the materials against release orders from time to time during the contract period <b>&amp; hence tenderer to confirm minimum delivery period from date of receipt of release order.</b>	REMARK																											
21	<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 + REMARK																											
22	<b>GSTN Registration No.:</b> <b>(This is to be mentioned mandatorily)</b>	REMARK																											
23	<b>HSN Code (Harmonised System Nomenclature) (EIGHT digit) for tendered:</b> <b>(This is to be mentioned mandatorily)</b>	REMARK																											
24	<b>TAX RATE (CGST + UT/SGST) or IGST and its percentage : As applicable (This is to be mentioned mandatorily)</b>	REMARK																											
25	<p><b>PRICE STRUCTURE:</b> The tenderer must submit the price structure in Part-I technical &amp; commercial bid for all category of items quoted i.e. for example Siemens Make Electrical Spares etc as under:</p> <p><b>SAMPLE EXAMPLE FOR SUBMITTING PRICE STRUCTURE:</b></p> <p>PRODUCT _____ PRICE W.E.F _____</p> <table border="1"> <thead> <tr> <th align="center">SN</th> <th align="center">PARTICULARS</th> <th align="center">AMOUNT (Rs.)</th> </tr> </thead> <tbody> <tr> <td align="center">A</td> <td>PRICE AS PER PRICE LIST</td> <td align="center">1.0000</td> </tr> <tr> <td align="center">B</td> <td>DISCOUNT@25% ON A (IF ANY)</td> <td align="center">0.2500</td> </tr> <tr> <td align="center">C</td> <td><b>DISCOUNTED PRICE (A-B)</b></td> <td align="center"><b>0.7500</b></td> </tr> <tr> <td align="center">D</td> <td>PKG &amp; FORWARDING</td> <td align="center">INCLUSIVE</td> </tr> <tr> <td align="center">E</td> <td>TAXES [GST (IGST @5% OR SGST+CGST @5%) (ON C)]</td> <td align="center">0.0375</td> </tr> <tr> <td align="center">F</td> <td>FREIGHT</td> <td align="center">INCLUSIVE</td> </tr> <tr> <td align="center">G</td> <td>TR. INSURANCE</td> <td align="center">INCLUSIVE</td> </tr> <tr> <td align="center"></td> <td><b>TOTAL PRICE FACTOR (C+D+E+F+G)</b></td> <td align="center"><b>0.7875</b></td> </tr> </tbody> </table> <p><b>(TENDERER TO SUBMIT ABOVE DOCUMENTS ALONG WITH TENDER PART-I TECHNICAL &amp; COMMERCIAL BID)</b></p>	SN	PARTICULARS	AMOUNT (Rs.)	A	PRICE AS PER PRICE LIST	1.0000	B	DISCOUNT@25% ON A (IF ANY)	0.2500	C	<b>DISCOUNTED PRICE (A-B)</b>	<b>0.7500</b>	D	PKG & FORWARDING	INCLUSIVE	E	TAXES [GST (IGST @5% OR SGST+CGST @5%) (ON C)]	0.0375	F	FREIGHT	INCLUSIVE	G	TR. INSURANCE	INCLUSIVE		<b>TOTAL PRICE FACTOR (C+D+E+F+G)</b>	<b>0.7875</b>	AGREE (SUBMITTED ALONG WITH TENDER)
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A	PRICE AS PER PRICE LIST	1.0000																											
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	<b>TOTAL PRICE FACTOR (C+D+E+F+G)</b>	<b>0.7875</b>																											
26	<b>TRANSIT RISK:</b> Transit risk will be on suppliers account upto their Destination.	AGREE																											
27	<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.	AGREE																											
28	<b>VALIDITY OF OFFER:</b> Tender must remain valid for acceptance up to 120 days (4 months) from due date of tender opening.	AGREE																											
29	<b>LIQUIDATED DAMAGES CLAUSE:</b> Refer Clause no. 24 of General Terms & Conditions of Tender Enquiry (Annexure - TE-1).	AGREE																											
30	<b>PENALTY CLAUSE:</b> Refer Clause no.25 of General Terms & Conditions of Tender Enquiry (Annexure - TE-1).	AGREE																											
31	<b>RISK PURCHASE CLAUSE:</b> Refer Clause no.26 of General Terms & Conditions of Tender Enquiry (Annexure - TE-1).	AGREE																											
32	<b>FORCE MAJEURE CLAUSE:</b> Refer Clause no.27 of General Terms & Conditions of Tender Enquiry (Annexure - TE-1).	AGREE																											
33	<b>PRICE FALL CLAUSE:</b> Refer Clause no.28 of General Terms & Conditions of Tender Enquiry (Annexure - TE-1).	AGREE																											

**Annexure - A**  
**SPECIAL COMMERCIAL TERMS AND CONDITIONS.**

SN	SPECIAL TERMS AND CONDITIONS	TO BE CONFIRMED BY THE TENDERER
34	<b>PRICE CERTIFICATE:</b> If the item is not covered under DGS&D R/C, the tenderer must certify in their offer as <b>“Certified that the rate/price quoted is lowest and that we are not charging lower than the tendered rate/price, to any other Govt. Deptt./ PSU/Customer”</b> . This Certificate is <b>ESSENTIAL</b> .	AGREE (SUBMITTED CERTIFICATE ALONG WITH TENDER)
35	<b>PACKING:</b> In event of placement of R/C, the tenderer shall be held responsible for the stores being sufficiently and properly packed according to quantity mentioned in the release order for transport by road so as to ensure their being free from losses/injury/damages on arrival at destination.	AGREE
36	<b>INSPECTION:</b> In event of placement of R/C the inspection shall be carried out after receipt of material at our site. However, if the inspection of material at successful tenderer 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 shall be carried out at our site. The mines will return rejected materials, if any, by rail/road on freight to pay basis within 30 days from the date of receipt of consignment.	AGREE
37	<b>Certificate from Bidder:</b> A) 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>  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> .	AGREE (SUBMITTED CERTIFICATE ALONG WITH TENDER)
38	<b>DECLARATION:</b> <b>“I/We declare that I or none of our partners are relatives of any employee of MOIL”</b>	AGREE (SUBMITTED DECLARATION ALONG WITH TENDER)
39	<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
40	<b>RIGHT TO INFORMATION ACT:</b> Any document/information submitted by the bidder can be made public at appropriate stage, as per Right to Information (RTI) Act 2005.	AGREE
41	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
42	<b>DISPATCH / TRANSPORT 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
43	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
44	MOIL LIMITED has the right to cancel this tender or extend the due date of receipt of bid(s) 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 LIMITED also reserves the right to accept whole or partly any tender or reject any tender without assigning any reason whatsoever.	AGREE

**Annexure - A**  
**SPECIAL COMMERCIAL TERMS AND CONDITIONS.**

SN	SPECIAL TERMS AND CONDITIONS	TO BE CONFIRMED BY THE TENDERER
47	The right to alter our requirements or to reject any or all the tenders without assigning any reasons is reserved with company.	AGREE
48	<b>JURISDICTION:</b> Tenderer to confirm acceptance to our clause no. 45 of General Terms & Conditions of Tender Enquiry (Annexure - TE-1).	AGREE
49	<b>If the performance report of past supply is not found satisfactory, MOIL reserves the right to reject the tender without assigning any reason.</b>	AGREE
50	Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only. Please provide details of Contact person name, designation, Mobile & e-mail ID for correspondence.	AGREE
51	For Madhya Pradesh State Mines/Plant: The material shall be despatched & invoiced from supplier's invoicing location & invoice should be generated on consignee as per bid document i.e. <b>IN THE TAX INVOICE TO BE ISSUED BY THE SUPPLIER, SHIP TO PARTY &amp; BILLED TO PARTY WILL BE: CONSIGNEE AS PER BID DOCUMENT WITH GSTN: 23AAACM8952A1ZT FOR MADHYA PRADESH STATE SUPPLY.</b>	AGREE
52	For Maharashtra State Mines/Plant: The material shall be despatched & invoiced from supplier's invoicing location & invoice should be generated on consignee as per bid document i.e. <b>IN THE TAX INVOICE TO BE ISSUED BY THE SUPPLIER, SHIP TO PARTY &amp; BILLED TO PARTY WILL BE: CONSIGNEE AS PER BID DOCUMENT WITH GSTN: 27AAACM8952A1ZL FOR MAHARASHTRA STATE SUPPLY.</b>	AGREE
53	<b>ARBITRATION CLAUSE:</b> Disputes & Arbitration (for PSUs only)- "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)/2013-DPE(GM)/FTS-1835 dated 22/05/2018 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".	AGREE
54	<b>DECLARATION under Companies Act:</b>  The firm/individual while submitting the tender should submit the under mentioned declaration duly signed.  We declare that "None of our proprietor / partner / Director of the firm/ company has any relationship within the meaning of Section 6 of the Companies Act 2013 with any of the employee working in MOIL Ltd or Director of MOIL".  If the proprietor / partner / Director of the firm/ company has any relationship within the meaning of Section 6 of the Companies Act 2013 with any of the employee working in MOIL Ltd or Director of MOIL shall declare the same in his bid.	AGREE

**NOTE: TENDERER TO CONFIRM/ACCEPT ABOVE CLAUSE NO. 1 TO 54 ALONG WITH THEIR OFFER, DULY SIGNED & STAMPED.**

**SIGN. & DATE OF AUTHORISED SIGNATORY:** \_\_\_\_\_

**NAME OF AUTHORISED SIGNATORY:** \_\_\_\_\_

**DESIGNATION OF AUTHORISED SIGNATORY:** \_\_\_\_\_  
**MOBILE NO.** \_\_\_\_\_

**E-mail ID.** \_\_\_\_\_

**OFFICE LAND LINE NO.** \_\_\_\_\_

**FAX NO.** \_\_\_\_\_

**SEAL OF FIRM** \_\_\_\_\_



**ANNEXURE-B**

**FORMAT FOR UNDERTAKING TO BE SUBMITTED/UPLOADED BY BIDDER  
ALONG WITH THE TENDER DOCUMENTS**

I .....(Name and Designation) appointed as the attorney/ authorized signatory of the bidder (including its constituents) M/s. (hereinafter called the bidder) the purpose of the Tender Documents for .....as per the tender No..... of .....(MOIL), do hereby solemnly affirm and state on the behalf of the bidder including its constituents as under:

1. I/We the bidder(s) am/are signing this document after carefully reading the contents of the above mentioned tender.
2. I/We declare and certify that I/we have not made any misleading or false representation anywhere in the tender submitted including the annexures thereto.
3. I/We also understand that my/ our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
4. I/We declare that the information and documents submitted along with the tender documents by me/ us are complete and correct and I/we are fully responsible for the authenticity and correctness of the information and documents, submitted by us.
5. I/We understand that at any time during process for evaluation of tenders, if any information / document submitted by me / us are found to be suppressing facts / forged / false / fabricated / fudged or incorrect, it shall lead to forfeiture of the EMD, if submitted and initiating any legal action as deemed fit the MOIL. Further, I/we..... (Name of the Bidder) and all my/ our constituents understand that my/ our offer shall be summarily rejected.
6. I/We also understand that at any time after award of contract, if the certificate(s) submitted by me / us are found to be suppressing facts / false/ forged/ fabricated / fudged or incorrect, it may lead to termination of the contract, along with forfeiture of EMD / SD and Performance Guarantee if submitted, besides any other action provided in the contract and initiating any legal action as deemed fit by MOIL.
7. We declare that “None of our proprietor / partner / Director of the firm/ company has any relationship within the meaning of Section 6 of the Companies Act 2013 with any of the employee working in MOIL Ltd or Director of MOIL”.
8. We certify that, “there is no deviation in the offer submitted by us, from the Bid/tender terms & conditions on GeM Portal. In case if there is any difference in any terms & conditions, the same may be ignored and considered to have been accepted by us in toto as per bid document on GeM”.

**SEAL AND SIGNATURE OF THE BIDDER**

**Place:**

**Date:**

## ANNEXURE-C

### FORMAT OF NON-COLLUSIVE TENDERING CERTIFICATE

(To be signed by an authorised person on the Tenderer's behalf)

To,

**MOIL Limited,**

Nagpur

Dear Sir/ Madam,

Non-Collusive Tendering Certificate for {RFQ/ Tender No. ( ) Date ( )}

1. We, (name(s) of the tenderer(s)) of (address (es) of the tenderer(s)) refer to the bid/ offer against (the "Tender").

#### **2. Non-collusion**

We represent and warrant that in relation to the Tender:

- (a) Our bid was developed genuinely, independently and made with the intention to accept the Contract it awarded;
- (b) Our bid was not prepared with any agreement, arrangement, communication, understanding, promise of undertaking with any person (including any other tenderer or competitor) regarding:
  - i) prices;
  - ii) methods, factors or formulas used to calculate prices;
  - iii) an intention or decision to submit a bid;
  - iv) an intention or decision to withdraw a bid;
  - v) the submission of bid that does not conform with the requirements of the tender;
  - vi) the quality, quantity, specifications or delivery particulars of the products or services to which this tender relates; and
  - vii) the terms of the bid, and we undertake that we will not, prior to the award of the Contract, enter into or engage in any of the foregoing.

#### **2. Disclosure of in case of Job/ Project Contracts**

We understand that we are required to disclose all intended sub-contracting arrangements relating to the Tender to the Plants/ Mines-----, MOIL Limited, Place -----, including those which are entered into after the Contract is awarded. We warrant that we have duly disclosed and will continue to disclose such arrangements to the Plants/ Mines -----, MOIL Limited, Place --.

#### **3. Consequences of breach or non-compliance**

We understand that in the event of any breach or non-compliance with any warranties or undertakings in this certificate, the Plants/ Mines, MOIL Limited, Place may, at its discretion, invalidate our bid, exclude us in future tenders, pursue damages or other forms of redress from us (including but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred), and /or (in the event that we are awarded the Contract) terminate the Contract.


Signed for and on behalf of the (tenderer)

Signature:

Name:

Position:

Date:

	<h1>MOIL LIMITED</h1>	Ph.No.PBX: 0712-2590050, 2590642
	(Formerly Manganese Ore (India) Ltd.) (A GOVERNMENT OF INDIA ENTERPRISE MATERIALS DEPARTMENT)	PRI: 0712-2806100. Fax No. 0712-2592360
<b>"MOIL BHAWAN", 1A, KATOL ROAD, NAGPUR:440 013 (M.S.)</b>		

### 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 Jt. GM (Materials), MOIL Limited, "MOIL BHAWAN", 1-A, Katol Road, Nagpur-440 013. Tender may 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 + all duties, taxes, freight & insurance charges, erection and commissioning, supervision etc.) within 15 days of the receipt of our purchase order. The earnest money deposited alongwith 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 and DGS&D 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" (Envelope No.1) 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.
  - 6.6 ~~This clause of Earnest money is not applicable where the total value/price quoted by the tenderer for all the products in their tender is less than Rs.1.00 Lakh.~~
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 authorised distributor/ authorised dealer/authorised stockist, necessary authorisation letter alongwith valid certificate of authorised distributorship/dealership/stockist to this effect must be sent alongwith the Tender and also the authorised 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 enclose 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 load 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 shall be valid for 12 months from the date of commissioning or the guarantee 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 effect 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 withheld.

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 any other 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. — In case the equipments/items are on DGS&D rate contract, tenderers must quote DGS&D rates only. In that case copy of the DGS&D rate contract must also be enclosed along with the tender. However, if the equipments/ items are not on DGS&D rate contract tenderer must certify in the tenderer that "the rates quoted are same as applicable to other Govt. Organization/Public Sector Undertakings."

30. ~~\_\_\_\_\_ If the tenderer 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 posses 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 Jt.GM (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.

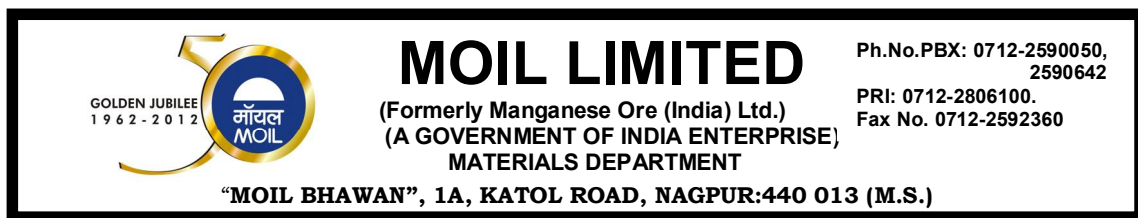
46. **IMPORTANT NOTES:**

(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"~~

~~In case, while submitting the tender the tenderer does not submit the above mentioned declaration, their tender shall be liable to be rejected without assigning any reasons thereof and no correspondence on this matter shall be entertained.~~



**PROCEDURE FOR SUBMISSION OF TENDER (Two Parts)**

- a) Tender containing two parts. Part-I containing "Tech. & Comml. Bid" & Part-II containing "Price Bid" shall be accepted till the specified last date and time of receipt of tender.
- b) The Part-I containing "Tech. & Comml. Bid" only shall be opened on the specified due date and time of opening of tender in the presence of attending tenderers.
- c) All pages of the tender should be typed and duly signed in each and every page by the tenderer. The rates should be given both in figures and words.
- d) Any person signing the tender form or any documents forming part of the contract shall be deemed to have authority to bind the Supplier and if it subsequently comes to be that the person so signing had no authority to do so, the Purchaser may without prejudice other civil and criminal remedies, cancel the order or the tender and hold the supplier liable for cost and damages.
- e) The tender should be submitted in 2 separate envelopes as per details given hereunder:-
- i) The tender should be submitted in separate sealed envelopes marked Part-I "Technical Commercial Bid" and Part-II "Price Bid" respectively, Part-I super scribed with tender enquiry number and due date of opening.
  - ii) The above 2 envelopes (i.e. 1<sup>st</sup> envelope containing "Technical and Commercial Bid" including details of EMD and the 2nd envelope containing "Price Bid") shall again be sealed in another envelope super scribing the tender enquiry No. and due date of opening on its top. We are enclosing 3 envelopes for this purpose.
  - iii) The technical and commercial bid should include detailed para-meter with technical literature, pamphlets, drawings, etc. wherever required. This bid should also contain the commercial terms and conditions like base price, taxes, duties, delivery terms, past supply reference giving statement of past supplies with supply order copies, performance report, if any, etc. copies of authorization and complete registration certificate of DGS&D, NSIC etc. confirmation regarding submission of security deposit ISI license, etc. and any other commercial terms and details required to be given excluding "Price".
  - iv) Those tenderers who are down loading the tender enquiry from the website are requested to submit the Tenders in their own envelope as per the size, colour and detail given below :-

ENVELOPE No.	SIZE IN CMS	COLOUR	SUPERSCRIBED BOLDLY ON			ADDRESSED TO
			LEFT HAND SIDE TOP	RIGHT HAND SIDE TOP	CENTRE TOP	
1.	36 X 22	Light Blue	Tender Enquiry No & Due date of Opening	Envelope No. 1	PART-I Technical & Commercial Bid	Jt. GM (Materials), MOIL Limited, "MOIL BHAVAN" 1-A, Katol Road, NAGPUR-440 013.
2.	36 x 22	Red	Tender Enquiry No.	Envelope No. 2	PART-II Price Bid	- do -
3.	37 x 25	Green	Tender Enquiry No & Due Date of Opening	Envelope No. 3		- do -

P.S.:

1. Tender Enquiry No. and due date of opening **MUST BE BOLDY WRITTEN AS PER TENDER NOTICE.**
2. ENVELOPE No.1 and ENVELOPE No.2 must be sealed and both put in Envelope No.3, which should be sealed and submitted (ref. clause e (i) & (ii) above).

NOTE : The documents asked for as above are for better evaluation of the tenderer and hence it is in the interest of the tenderer that all such documents are submitted along with the tender itself in the " Technical and Commercial Bid" which shall go in their favour for consideration of opening of the "Price Bid".

- f) The photocopy of Price bid without indicating price should be enclosed in Part-I i.e. Technical & Commercial Bid.

**GM (MATERIALS)**