

**बिड दस्तावेज़ / Bid Document**

| बिड विवरण / Bid Details   |   |
|---|---|
| बिड बंद होने की तारीख/समय / Bid End Date/Time   | 26-12-2025 15:00:00   |
| बिड खुलने की तारीख/समय / Bid Opening Date/Time  | 26-12-2025 15:30:00   |
| बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)   | 120 (Days)  |
| मंत्रालय/राज्य का नाम / Ministry/State Name   | Ministry Of Steel   |
| विभाग का नाम / Department Name  | Moil Limited  |
| संगठन का नाम / Organisation Name  | Moil Limited  |
| कार्यालय का नाम / Office Name   | Moil Limited  |
| वस्तु श्रेणी / Item Category  | Goods Transport Services - Per MT - Coal/Ash; Tipper/Dump Truck; Medium Tipper  |
| अनुबंध अवधि / Contract Period   | 1 Year(s)   |
| एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Exemption for Years of Experience and Turnover   | No  |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years of Experience and Turnover   | No  |
| विक्रेता से मांगे गए दस्तावेज़ / Document required from seller  | Certificate (Requested in ATC), OEM Authorization Certificate, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC)<br>*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 |
| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है / Do you want to show documents uploaded by bidders to all bidders participated in bid? | Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)  |
| बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या / Minimum number of bids required to disable automatic bid extension  | 3   |

| बिड विवरण/Bid Details   |                                   |
|---|-----------------------------------|
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>        | 7                                 |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>  | 1                                 |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled  | Yes                               |
| रिवर्स नीलामी योग्यता नियम/RA Qualification Rule  | H1-Highest Priced Bid Elimination |
| बिड का प्रकार/Type of Bid   | Two Packet Bid                    |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation | 3 Days                            |
| मूल्यांकन पद्धति/Evaluation Method  | Total value wise evaluation       |
| मध्यस्थता खंड/Arbitration Clause  | No                                |
| सुलह खंड/Mediation Clause   | No                                |

#### ईएमडी विवरण/EMD Detail

|                             |           |
|-----------------------------|-----------|
| एडवाइजरी बैंक/Advisory Bank | IDBI Bank |
| ईएमडी राशि/EMD Amount       | 25000     |

#### ईपीबीजी विवरण /ePBG Detail

|   |           |
|---|-----------|
| एडवाइजरी बैंक/Advisory Bank                                       | IDBI Bank |
| ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)                           | 5.00      |
| ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months). | 14        |

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/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).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

#### लाभार्थी /Beneficiary :

Head Of Department, Finance  
Finance Department, MOIL Limited, "MOIL BHAVAN", 1A, Katol Road, Nagpur-440013 [The details of beneficiary bank for sending details of BG under SFMS Platform is Advisory Bank: IDBI Bank, IDBI Bank, Gupta House,

Ravindranath Tagore Road, Civil Lines Nagpur-440001, Advisory Bank IFSC Code: IBKL0000389 & Current Account No. 041102000018027].  
(Moil Limited)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

#### एमआईआई अनुपालन/MII Compliance

|                               |     |
|-------------------------------|-----|
| एमआईआई अनुपालन/MII Compliance | Yes |
|-------------------------------|-----|

#### एमएसई खरीद वरीयता/MSE Purchase Preference

|  |     |
|--|-----|
| एमएसई खरीद वरीयता/MSE Purchase Preference  | Yes |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$ | 15  |
| सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference                                | 100 |

1. 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 as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

2. 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.

3. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

#### अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1764922209.pdf](#)

Competent Authority approval for additional SLA:[1764926455.pdf](#)

**Pre Bid Detail(s)**

| मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time | प्री-बिड स्थान/Pre-Bid Venue  |
|---|---|
| 12-12-2025 11:00:00                               | For Technical clarification(s) (if any), you may contact:<br>Mr. D V V Giri, Jt.GM(Process),<br>EMD Plant, Dongri Buzurg Mine,<br>Tah: Tumsar, Dist: Bhandra - 441 907.<br>CONTACT NO. 8966006646<br>EMAIL: dvvgiri@gmail.com |

**Goods Transport Services - Per MT - Coal/Ash; Tipper/Dump Truck; Medium Tipper ( 3950 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

| विवरण/ Specification     | मूल्य/ Values     |
|--------------------------|-------------------|
| <b>कोर / Core</b>        |                   |
| Nature of Goods          | Coal/Ash          |
| Type of Truck            | Tipper/Dump Truck |
| Size / Weight of vehicle | Medium Tipper     |
| Area of Operation        | Plains            |
| <b>एडऑन /Addon(s)</b>    |                   |
| Loading                  | NA                |
| Unloading                | NA                |
| Tracking System (GPS)    | NA                |
| Transit Insurance        | NA                |

**क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer**

|  |    |
|--|----|
| क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer | No |
|--|----|

**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

**प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

| क्र.सं./S.No. | प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address                        | संसाधनों की मात्रा / Weight of the consignment in MT/KL | अतिरिक्त आवश्यकता /Additional Requirement |
|---------------|--|------------------------------------|---|---|
| 1             | Shyamal Kishore Koner                                    | 441907,GOBERWAHI DONGRIBUZURG ROAD | 3950  | N/A                                       |

## क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

### 1. Generic

**OPTION CLAUSE:** The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

### 2. Generic

**Option Clause: Excess Settlement.** The excess settlement has been enabled for the service, allowing service providers to include additional charges up to a specified percentage of the item-level total value, including addons, in their invoices. Service providers must declare the applicability of additional charges during invoice creation and submit mandatory supporting documents to avail this option. The total invoice amount, including additional charges, shall not exceed the agreed-upon excess settlement percentage for the order.

### 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. 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.

### 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. 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.

## 7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### ADDITIONAL COMMERCIAL TERMS & CONDITIONS

The bidder should confirm the acceptance of the commercial terms & conditions and indicate details. (Bidder should read the NIT and all the Annexure forming part of this tender before filling the details or confirming acceptance).

| S<br>N | COMMERCIAL TERMS & CONDITIONS  |
|--------|--|
| 1      | <p><b><u>The Sellers/Bidders who are not in the category of EMD exemption:</u></b></p> <p><b><u>Step-I:</u></b> The intending bidders should submit Earnest Money of <b>₹25,000/-</b> for tendered item mentioned in bid documents to MOIL Ltd., alongwith their offer otherwise their offer will summarily rejected. EMD should be deposited electronically (RTGS/NEFT) from Nationalised/ Scheduled Bank only in the designated account as under:</p> <p>a: Name of Bank &amp; Branch: IDBI Bank, Civil Lines Branch, Nagpur</p> <p>b: Account No. 0041102000038465</p> <p>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 in format mentioned below. 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 outrightly.</p> <p><b><u>Step-II:</u></b> After remittance of Earnest Money as above, UTR No./Reference No. in case of IDBI Bank should be submitted by participating bidder in their offer on GeM Portal. The receipt of EMD shall be verified by MOIL Ltd., against details of the UTR No. /Reference No. in case of IDBI Bank and offers of those participating bidders whose receipt of EMD is confirmed by Finance Department, MOIL Ltd., shall be considered for further evaluation. In short, mentioning the correct UTR No. /Reference No. in case of IDBI Bank in their offer on GeM Portal is mandatory, failing which the offer shall be rejected outrightly.</p> <p><b>Earnest Money by way of Demand Draft, cheque, bank guarantee, deposit receipt or any other form will not be entertained. i.e. No other mode of payment of EMD shall be accepted.</b></p> <p><b>EMD shall be forfeited if any bidder withdraws their offer before finalization of this tender.</b></p> <p><b>NOTE: EMD of the successful bidder shall be returned within 30 days of submission of Performance Bank Guarantee/Security Deposit as per contractual terms or thirty days of successful completion of contract, whichever occurs earlier.</b></p> <p><b><u>Format of EMD deposited.</u></b></p> <p>Bid Number: _____</p> <p>Name of Bidder: _____</p> <p>Bidder PAN No.: _____</p> |

Bidder GSTIN No. \_\_\_\_\_

Bidder Bank Account No. \_\_\_\_\_

Bidder Bank IFSC Code: \_\_\_\_\_

Authorised person Name: \_\_\_\_\_

Mobile no. & e-mail ID of Authorised person: \_\_\_\_\_

| Schedule | Description of Item<br>/Category  | Correct<br>UTR No. /Ref<br>erence<br>No. | Date | Amount<br>(₹) |
|----------|---|--|------|---------------|
| 1        | RATE CONTRACT FOR ONE YEAR FOR<br>TRANSPORTATION OF COAL FROM WCL's<br>FOLLOWING COLLIERIES TO OUR EMD PLANT,<br>DONGRI BUZURG MINE, TAH: TUMSAR, DISTT: BHANDARA (MS). |  |      | 25,000/-      |

**Enclosed:** Payment Receipt towards above UTR No. /Reference No.

**Signed:**

**Designation:**

**Corporate Seal:**

**For EMD Exemption bidder(s):**

The bidder seeking EMD exemption, **must submit** the valid supporting document for the relevant category as per GeM GTC with the bid [May refer Point No.4(xiii), (n) of GTC (General Terms & Conditions) with amendments, if any]. 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. **In absence of valid EMD Exemption document, the bid will be outrightly/summarily rejected and no correspondence in this regard shall be entertained.**

**Step I:** The participating bidders under this category should **mandatorily mention the exemption document type in their offer on GeM Portal.**

**Step-II:** **Upload the relevant document in the upload link on GeM Portal.** 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 their offer on GeM Portal & uploading the same on GeM portal is **mandatory**, failing which the offer shall be rejected outrightly.

**C: PSUs:** State/Central Govt. Organization/PSUs are exempted from submission of EMD/SD. However, they should **mandatorily mention the document type in their offer on GeM portal for getting exemption and Upload the relevant document with their offer on GeM portal**, failing which the offer shall be rejected outrightly.

|    |   |
|----|---|
| 2  | <p><b>MANUFACTURER AUTHORIZATION:</b> Wherever Selling Agent/Dealer/Distributor authorized by the Manufacturer are submitting the bid, Tender specific Authorization &amp; Undertaking Certificate by Manufacturer on Letter Head of Principal/Manufacturer mentioning the details such as name, designation, address, e-mail ID and Phone No., as per "Annexure-I", must be submitted along with Techno-Commercial bid.</p> <p><b>Note: (i) The authorization should be pre- dated (from tender opening date), properly signed and valid. The validity should corresponds to the delivery period stipulated in Tender Enquiry.</b></p> <p><b>(ii) Selling Agent/Dealer/Distributor authorized by the Manufacturer shall submit Manufacturer Authorization as per "Annexure-I", along with Techno-Commercial bid, failing which the offer shall be outrightly rejected.</b></p> |
| 3  | <p><b>RATE CONTRACT:</b> MOIL shall enter into annual rate contract for one year for Transportation of Coal from WCL's Umrer / Makardhokra collieries (Distt. Nagpur) to EMD Plant, Dongri Buzurg Mine, Tah. Tumsar, Distt: Bhandara (MS).</p>  |
| 4  | <p><b>CHANGE OF COLLIERY:</b> In case of any unforeseen reason, if M/s WCL changes colliery other than Umrer / Makardhokra Colliery and issue DO of changed Colliery, contractor shall be liable to collect the Coal from changed colliery and transport the same by road upto EMD Plant, Dongri Buzurg Mine. However, MOIL Limited shall amend increase/ decrease in rate per MT, as per distance of the changed Colliery on pro-rata basis.</p>   |
| 5  | <p><b>QUANTITY:</b> Our annual requirement is <b>3950 MT (+/-20%)</b>. The quantity mentioned is likely to be less or more depending upon the consumption pattern at plant. The Coal shall be lifted every month as per FSA or auction. Transporter shall be liable for transportation of Coal as per delivery order, allotted by WCL. The bidder/transporter should, therefore, confirm that they shall transport the coal every month as per D.O. quantity and Collieries of WCL.</p>   |
| 6  | <p><b>QUANTITY VARIATION:</b> +/- 20%. However, in the event due to any reason, whatsoever MOIL Ltd. decides to procure lower quantity, no loss or claim due to such reduced quantity for transportation shall be entertained. In short MOIL Limited will have full rights to transport that much quantity which is required and no loss or claim, whatsoever, on this account shall be entertained.</p>  |
| 7  | <p><b>ADDITIONAL QUANTITY:</b> At present MOIL Limited intends to transport <b>3950 MT</b> of Coal with an option to increase the quantity at the same rate, terms and conditions by an additional quantity upto 20% exercisable at the sole discretion of MOIL Limited before the transportation of last consignment.</p>  |
| 8  | <p><b>EXTENSION OF RATE CONTRACT:</b> The bidder/transporter should confirm that if MOIL Limited requires, they agree to extend the rate contract for a further period of 3 to 4 months with the same rate, terms &amp; conditions.</p>   |
| 9  | <p><b>PARALLEL RATE CONTRACT:</b> In the interest of company MOIL Limited shall be at liberty to enter in a parallel rate contract with other transporter(s) to lift the coal through them. Also MOIL Limited reserves full right to procure Coal from any other source.</p>  |
| 10 | <p><b>LIASONING:</b> The transporter has to keep good liaison with WCL authorities in order to ensure prompt loading of good quality and complete quantity, failure to do so will be treated as one of the non-satisfactory performance.</p>  |
| 11 | <p><b>TRANS-SHIPMENT:</b> The transporter will not be allowed to sublet the contract to anybody else for transportation of coal. The Trans-shipment under any circumstance is not permitted. The truck(s) loaded at WCL's collieries should directly go to EMD Plant, Dongri Buzurg Mine, PO - Dongri Buzurg, Distt: Bhandara (MS). For this purpose necessary documents shall be checked by MOIL Limited.</p>  |
| 12 | <p><b>FIRM RATE:</b> The rates quoted shall remain firm for one year from the date of Rate Contract or till the transportation is completed in all respect except increase / decrease in Diesel price as per the Price Escalation Formula as mentioned below.</p>   |



- 1 **PRICE ESCALATION:** In case of any increase / decrease in Diesel price by more than 0.05 (5 paisa) per liter  
3 r (or in multiples of 5 paisa / Ltr.) from the date of opening of tender to completion date as per agreement. The transportation charges shall increase / decrease as per the formula mentioned below:

Distance (A) x Increase/decrease in Diesel price (B)

3.5 KM Avg./Ltr. (C) x 16 M.T. carrying capacity (D)

Where A = Distance from WCL's Umrer / Makardhokra Colliery} \*(ONE

(Distt. Nagpur) to EMD Plant, Dongri Buzurg Mine} WAY ONLY)

B = Increase/decrease based on Union Govt.(Oil Co's) announcement

C = Mileage.

D = Capacity.

\* Distance from Umrer Colliery to EMD Plant, Dongri Buzurg Mine - 142 Kms.

\* Distance from Makardhokra Colliery to EMD Plant, Dongri Bz. Mine - 147 Kms.

**KINDLY NOTE:**

i) No price escalation during tenancy of contractual period shall be allowed for any other reason whatsoever, except Diesel price revision as mentioned above.

ii) The Diesel price on the date of opening of tender shall be considered as reference for all further calculations of change in Transportation Rates.

iii) It will be entirely the responsibility of the transporter to inform in writing within 3 days of the revision in HSD Diesel Prices. However, the rates for supply of HSD by IOCL to Munsar Mine (Maharashtra), MOIL limited shall be taken as a reference for all further calculation of changes in Transportation Rates. Similarly, in the event of Price increase / decrease the same shall be applicable for only those quantities which are dispatched on and after such date of Diesel Price Revision. No dispute whatsoever shall be entertained. MOIL Limited decision shall be final and binding.

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| 1<br>4 | <p><b>GOODS &amp; SERVICE TAX (GST):</b> In order to ascertain correct GST liability in cases where MOIL Limited is to make the payment of freight to transporter, the following is necessary.</p> <p><b>CONSIGNMENT NOTE:</b> Consignment note, serially numbered, containing below mentioned particulars in addition to usual contents –</p> <ul style="list-style-type: none"> <li>a) Name of consignor and consignee,</li> <li>b) Registration number of vehicle,</li> <li>c) Details of goods transported,</li> <li>d) Place of origin and destination,</li> <li>e) Person liable for payment of GST (whether consignor, consignee or goods transport agency).</li> </ul> <p><b>INVOICE / BILL:</b> Invoice/bill containing the following particulars –</p> <ul style="list-style-type: none"> <li>a) Name, address and registration number of goods transport agency,</li> <li>b) Name and address of person receiving the taxable service,</li> <li>c) Description, classification and value of taxable service provided</li> <li>d) GST payable thereon.</li> </ul>   |
| 1<br>5 | <p><b>VALIDITY OF D.O. AND PENALTY CLAUSE:</b> Validity of the Road delivery order is 45 days from the date of issue, within which the entire quantity must be lifted and delivered to our Plant site. The transporter should, therefore, ensure collecting the quantity allotted within the validity period. It is also the responsibility of the transporter to co-ordinate with the Mine/Plant so that there is no delay and the allotted quantity is lifted within the validity period. In the event the transporter fails to collect the coal within the validity period of the Road delivery order, MOIL Limited may at its discretion to impose any of the following penalties.</p> <ul style="list-style-type: none"> <li>(a) Cancellation of the contract in part or whole.</li> <li>(b) Forfeiture or adjustment of earnest money or security deposit wholly or partly without notice to the supplier.</li> <li>(c) Recovery of extra cost incurred by company in transporting the goods through other sources which may be without notice.</li> <li>(d) Removal of transporter's name from the company's approved list of transporters.</li> <li>(e) Recovery of liquidated damages of sum not less than 1/2% (Half percent) of the value of transportation which the successful tenderer has not been able to transport within the scheduled period for each week or a part of a week during which the delivery of material is in arrears subject to ceiling limit of 10%. The decision in calculating and imposing value of penalty shall be exclusively of MOIL and no dispute on this account shall be entertained. Also, if due to delay in transportation beyond the validity of Road delivery order there is any price increase beyond the validity of the Road delivery order such amount of price increase for the unlifted quantity shall be recovered from the transporter's bill.</li> <li>(f) Recovery of production loss (if any) or inconvenience caused due to non-collection of complete DO quantity within specified period, action shall be taken as deemed fit by MOIL Ltd. without notice.</li> </ul> |

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| 1<br>6 | <p><b>TRANSIT LOSSES &amp; WEIGHMENT DIFFERENCES :</b></p> <p>A: 1% margin between the weights recorded at WCL's colliery &amp; Dongri Buzurg Mine weighbridge shall be allowed. In case shortage exceeds this 1% margin, the cost of coal received short over 1% shall be recovered from transport contractor @ cost per M.T. of Coal + tax + 15% supervisory charges. As such Coal to be transported by you should be delivered in full quantity without any shortage to our EMD Plant, Dongri Buzurg Mine. Transportation charges shall not be payable for the quantity short delivered.</p> <p>B: Tenderer shall necessarily will have to be vigilant on the movements of their trucks to avoid any kind of pilferages of material during transit. In the event of any loaded truck found missing, the contractor shall have to pay Cost per M.T. of Coal loaded from the collieries in the Contractor's Truck for challan weight + tax + 15% supervisory charges.</p> <p>C: Gross and Tare weight of each truck with stepny will be done at our Dongri Buzurg Mine weighbridge.</p> <p>D: The weight recorded at MOIL Mine weighbridge or the weight recorded at WCL weighbridge, whichever is less will be considered for the purpose of payment. The challan should be certified at weighbridge of Dongri Buzurg Mine by representative of DGM (Proc.), EMD Plant, Dongri Buzurg Mine and his countersign on the challan should be obtained. No dispute in respect of weighment shall be entertained by MOIL Ltd.</p>  |
| 1<br>7 | <p><b>RESPONSIBILITIES:</b></p> <p><b>a:</b> The gross weight of loaded truck should be within the permissible limits as per RTO Rules. Any violation of RTO Rules will be the responsibility of the transporter.</p> <p><b>b:</b> The transporter has to abide by provisions of Motor Vehicle Act. Any violation thereof resulting loss to the government or to MOIL Limited will at the "Risk &amp; Cost" of Transporter.</p> <p><b>c:</b> The responsibility of the payment of provident fund rests on the transporter. Non-payment of provident fund contribution by you on the plea of delayed clearance of your bills by this office shall not be accepted.</p> <p><b>d:</b> The contractor shall arrange sales tax clearance way bills alongwith every truck and shall complete other legal formalities.</p> <p><b>e:</b> The contractor shall be responsible for safe carriage of material and shall make appropriate arrangement to protect the consignment from rains, wind, sun, storm etc. The rates quoted by the tenderer should include the provision of weather proof coverings to protect the consignment from the elements of nature. In case the material is lost, pilfered, broken, damaged, spoilt etc. in any manner during transit, the contractor shall be responsible for the same.</p> <p><b>f:</b> The contractor will ensure that truck driver carries relevant papers/documents etc. and handover the required documents to our Plant personnel at the time of delivery of the consignment.</p> <p><b>g:</b> The contractor shall be responsible for safe carriage of material in accordance with rules and regulations of MPCB (Maharashtra Pollution Control Board).</p> |

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| 1<br>8 | <p><b>BANK GUARANTEE:</b> The successful tenderer will have to submit Bank Guarantee on non-judiciary Stamp Paper of appropriate value in lieu of security deposit @5% for period of 14 Months of the total value of transportation during the contract period &amp; shall remain valid for the contractual period.</p> <p>- Bank Details : MOIL Limited, Nagpur</p> <p>- Name of the Bank &amp; Branch: IDBI Bank, Gupta House, Ravindranath Tagore Road, Civil Lines Nagpur-440001</p> <p>- IFS Code: IBKL0000389</p> <p>- Current Account No. 041102000018027.</p> <p>- The PBG will be submitted through Structured Financial Management System(SFMS) platform</p> <p>- Performance bank guarantee to be uploaded on GeM Portal within 15 days of award of contract on GeM, as per General Terms and Conditions (GTC) on GeM, [refer clause no. 7, ii]. Hard copy to be submitted to JGM (Fin.), MOIL LTD., "MOIL BHAWAN" 1A Katol Road, Nagpur-440013.</p> <p>Performance Bank Guarantee is to be furnished by a specified date (generally fifteen days after notification of award) and it should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.</p> <p>The performance security will be forfeited in the event of a breach of contract by the bidder/contractor. It shall be refunded to the bidder/contractor without interest, after he duly performs and completes the contract in all respects but not later than sixty days of completion of all such obligations including the warranty under the contract</p>  |
| 1<br>9 | <p>Bidders who have not performed satisfactorily in the earlier Tenders/Work Orders OR have violated the terms of NIT, MOIL Ltd. reserves the right to dis-qualify that bidder.</p>   |
| 2<br>0 | <p><b>Revised Public Procurement (Preference to Make in India):</b></p> <p>It is certified that the tender is compliant to PPP MII order &amp; shall be finalised keeping in view of all its updates. The instant tender shall be inter-alia subject to "Revised Public Procurement (Preference to Make in India), Order 2017 Revision, (as amended from time to time) bearing No. P-45021/2/2017 PP (BE-II) issued by the Government of India, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (Public Procurement Section)" dated 16/09/2020. The tenderers who wish to take the preference under the said Order dated 16/09/2020 shall mandatorily be required to submit the requisite documents as prescribed under the Public Procurement (Preference to Make in India), Order 2017- Revision. Only after satisfactory submission of the requisite documents benefits under the aforesaid Order shall be provided. Revised order or any updates may be accessed at DPIIT's website: <a href="https://dipp.gov.in/public-procurements">https://dipp.gov.in/public-procurements</a></p> <p>Only to facilitate, we may request to refer Clause No.9(a) &amp; (b) of above order towards "Verification of Local Content" reproduced hereunder and upload as applicable:</p> <p>a. The 'Class-I local supplier'/'Class-II local supplier' at that time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that, the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.</p> <p>b. In cases of procurement for a value in excess of Rs.10 Crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from:</p> <p>i) Statutory auditor or cost auditor of the company (in the case of companies) or</p> <p>ii) A practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.</p> <p>In event of non-submission of the above documents, your offer shall be liable to be ignored.</p> |

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| 2<br>1 | <p><b>Restrictions on Public Procurement from Certain Countries:</b> In this regard bidder may please refer Office Memorandum No. 6/18/2019-PPD dt.23-07-2020 &amp; subsequent orders issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India towards restrictions on Public Procurement from certain countries.</p> <p>Referring to the above, the Local Suppliers should submit the certificate as under:</p> <p><b>“We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India and we hereby certify that our firm is not from such a country and is eligible to be considered”.</b></p>   |
| 2<br>2 | <p><b>DECLARATION under Companies Act:</b> The firm/individual while submitting the tender should submit the under mentioned declaration duly signed.</p> <p>We declare that “None of our proprietor / partner / Director of the firm/ company has any relationship within the meaning of Section 2(77) read with Rule 4 of Chapter 1 of the Companies Act 2013 with any of the employee working in MOIL Ltd or Director of MOIL”.</p> <p>If the proprietor / partner / Director of the firm/ company has any relationship within the meaning of Section 2 (77) read with Rule 4 of Chapter 1 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.</p>   |
| 2<br>3 | <p><b>NO DEVIATION CERTIFICATE:</b> We certify that, “there is no deviation in the offer submitted by us, from the Bid/tender terms &amp; conditions on GeM Portal. 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 bid document on GeM”. Bidder to upload the “No Deviation Certificate”.</p>  |
| 2<br>4 | <p><b><u>WORK TO BE CARRIED OUT UNDER THIS CONTRACT:</u></b></p> <ol style="list-style-type: none"> <li>Loading of Coal in truck using WCL’s Mechanical loading equipments or directly through chute at WCL’s collieries or from ground stock of coal by engaging labors.</li> <li>Sorting of stones/shells at WCL at the time of loading, as and when required.</li> <li>Transporting the same by Road upto Dongri Buzurg Mine which is 26 km. from Tumsar Town on Tumsar-Katangi State High Way, Dist: Bhandara (MS).</li> <li>Unloading of Coal after Weighment at Dongri Buzurg Mine as directed by DGM (Process), MOIL Limited, EMD Plant, Dongri Buzurg Mine.</li> <li>Liasoning with WCL authorities in order to ensure prompt loading of good quality and complete quantity of allotted delivery order. Also collection of invoices from WCL and submitting the same to Jt.GM (Fin.), MOIL Bhawan, 1-A, Katol Road, Nagpur - 440 013.</li> <li>In short the contract includes loading, sorting, transporting, unloading of Coal at our EMD Plant, Dongrin Buzurg Mine and liasoning with WCL, collection of invoices from WCL &amp; submitting the same to our Finance Department, MOIL Bhawan, 1-A, Katol Road, Nagpur.</li> </ol> |
| 2<br>5 | <p><b><u>OPERATING AUTHORITY:</u></b> The contract shall be operated by you under the control of GM (Materials), MOIL Ltd., MOIL Bhawan, 1-A, Katol Road, Nagpur - 440 013.</p>   |
| 2<br>6 | <p><b><u>DISPUTES:</u></b> In the event of dispute arising out of this contract, the decision of Chairman-Cum-Managing Director MOIL Ltd. shall be final &amp; binding.</p>   |
| 2<br>7 | <p><b><u>JURISDICTION:</u></b> 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.</p>   |
| 2<br>8 | <p><b><u>TERMINATION OF CONTRACT:</u></b> In the event of violation of the terms mentioned above, the contract shall be liable for termination with 24 hrs. notice.</p>   |

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| 29 | <p><b>ARBITRATION CLAUSE:</b> Disputes &amp; 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”.</p>  |
| 30 | <p>This purchase is also governed by the General Terms and Conditions: <a href="https://gem.gov.in/termsCondition">https://gem.gov.in/termsCondition</a>.</p>  |
| 31 | <p><b>SUPPLIER INSTRUCTION:</b> Supplier is requested to kindly execute order and upload the invoice(s) alongwith the proof of delivery within the “Delivery To Be Completed By Date”, mentioned in the GeM contract.</p> <p>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 &amp; e-mail ID for correspondence.</p> <ul style="list-style-type: none"> <li>For Madhya Pradesh State Mines/Plant: The material shall be despatched &amp; invoiced from supplier’s invoicing location &amp; invoice should be generated on consignee as per bid document. i.e. 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.</li> <li>For Maharashtra State Mines/Plant: The material shall be despatched &amp; invoiced from supplier’s invoicing location &amp; invoice should be generated on consignee as per bid document. i.e. 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.</li> </ul> |
| 32 | <p><b>Despatch/Transportation Through Registered Common Carrier:</b> In the event you are successful tenderer and you intend to dispatch/transport the ordered material by road, it will be through “Registered Common Carrier” [as per guidelines mentioned in the “Carriage by Road Act 2007” and subsequent amendments (if any)]. In case of non-compliance, action shall be imposed as deemed fit, as per the above mentioned “Carriage by Road Act 2007”.</p>   |
| 33 | <p>Bidder to confirm location from where the materials shall be invoiced upto Destination basis as per consignee mentioned in bid document (Complete address, Name of the Bidder (Company/Firm) along with Telephone No. &amp; Fax No., Name of person, Mobile No., e-mail ID of the bidder to be given).</p>  |
| 34 | <p><b>PAST SUPPLIES:</b> Bidder(s) is requested to submit/upload the supply order copies for tendered item(s) as documentary evidence towards past supplies from Govt. Deptt./Govt. Undertaking, Enterprises/Customer.</p>   |
| 35 | <p><b>TAXES:</b> Payment of Tax is primarily the responsibility of the seller and will not be paid unless it is clearly shown on the quotation as payable extra. Any change in taxation during the tenure of contract, will be as per applicable statute. Under GST regime registration under GST is made mandatory. You shall mention your GST provisional Id’s (In case your supply is from more than one location mention all relevant GST’s) in the quotation. Offers received from company/firm/individual without GST provisional Id’s are liable to be rejected provided they fall within the preview of GST. <u>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.</u></p> <ul style="list-style-type: none"> <li>TDS under GST shall be deducted as per the applicable GST Provisions.</li> </ul>  |
| 36 | <p>Bidder/supplier to ensure that the validity of the <b>Statutory Certificate /Competency Certificate</b> shall be valid during tender finalization and execution stage.</p> <ul style="list-style-type: none"> <li>Bidder shall submit all the test certificate for the tendered product alongwith the supply.</li> </ul>  |

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| 3<br>7 | <p><b>Documents to be supplied along with each consignment:</b></p> <p>a. Test certificate issued by the manufacturer.</p> <p>b. GST Waybill.</p> <p>c. E-waybill of Manufacturer and/or their Invoice duly enclosed by the principle manufacturer</p>   |
| 3<br>8 | Bidder to submit ITR/Profit & Loss statement/Balance Sheet to substantiate applicability of GST  |
| 3<br>9 | <p><b>TReDS PLATFORM:</b> It may be noted that Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. MOIL Ltd., is already registered on the following TReDS platform:</p> <p>M/s. A. TReDS (Invoicemart), Mumbai</p> <p>“MSME Bidders are required to register on the TReDS platform. The MSME vendors can avail the TReDS facility, if they want to”.</p> <p>All MSE vendors/suppliers are advised to get themselves registered on TReDS platform (<a href="http://www.treds.in">www.treds.in</a>) accordingly.</p> |
| 4<br>0 | <p><b>For Technical clarification(s) (if any), you may contact:</b></p> <p>Mr. D V V Giri, Jt.GM(Process),</p> <p>EMD Plant, Dongri Buzurg Mine,</p> <p>Tah: Tumsar, Dist: Bhandra - 441 907.</p> <p>CONTACT NO. 8966006646</p> <p>EMAIL: <a href="mailto:dvvgiri@gmail.com">dvvgiri@gmail.com</a></p> <p><b>For Commercial clarification(s) (if any), you may contact:</b></p> <p>Mr. D. I. Khan, AGM(Materials),</p> <p>MOIL BHAWAN, 1A, KATOL ROAD,</p> <p>NAGPUR-440 013.</p> <p>CONTACT NO. 0712-2806140</p> <p>MOBILE No. 7387411115</p> <p>EMAIL: <a href="mailto:khan@moil.nic.in">khan@moil.nic.in</a></p>  |
| 4<br>1 | The Terms and Conditions of our e-tender shall also be applicable along with terms and conditions as mentioned above.  |

## 42. ANNEXURE-A

### 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 annexure 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 by 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 2(77) read with Rule 4 of Chapter 1 of the Companies Act 2013 with any of the employee working in MOIL Ltd or Director of MOIL".
8. "We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and we hereby certify that our firm is not from such country and is eligible to be considered".
9. 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".
10. Despatch/Transportation Through Registered Common Carrier:  
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".

## **SEAL AND SIGNATURE OF THE BIDDER**

**Place:**

**Date:**

### **43. ANNEXURE-B**

#### **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

o 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.

### **3. 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 -----.

### **4. 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:

### **44. ANNEXURE-I**

#### **Authorization & Undertaking Certificate by Manufacturer**

(On Letter Head of the Principal / Manufacturer)

To,

Date:    /    /

MOIL Limited,

MOIL Bhavan,

1-A, Katol Road,

Nagpur – 440013.

**Sub: GeM Bid No.:** \_\_\_\_\_.

Dear Sir,

WHEREAS we, M/s \_\_\_\_\_ [*Name of Manufacturer*] who are established and reputable manufacturers of tendered/offered items having factories at [address(es) of factory(ies)],

Do hereby authorize M/\_\_\_\_\_ [*Name & Address*] our Agent to submit a bid and execute the resultant Contract with you on our behalf against the above Tender.

**We, M/s \_\_\_\_\_ [*Name of Manufacturer*] also undertake the following:**

i) That, as a matter of our corporate policy, we do not directly quote/ market our products directly to any organization in India (except in situations like supplies to OEM /OES/ OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/ logistics constraints).

ii) That we will accept the responsibility for the satisfactory execution of orders placed on our authorized agent including warranty/ guarantee obligations.

iii) That, wherever necessary, we will provide requisite inspection and testing facilities at our works in respect of orders placed on our authorized agent.

iv) Our authorized agent's price will not exceed that which we would have quoted.

v) We hereby accept to extend our full support and commitment for all the terms and conditions including guarantee and warranty as per the Conditions of Contract, Technical Specifications for the Goods and Services offered for supply by the above bidder on our behalf against this tender for the entire contract period.

vi) In the event of failure on the part of our authorized agent in fulfillment of contractual obligations for any unforeseen reason, we shall take the responsibility to make alternate arrangements to support MOIL as well as execute the remaining period of the contract ourselves or through another competent Indian Agent/entity fulfilling the eligibility criteria stipulated in the tender document.

(Signature)  
(Date)  
(Name)  
(Designation)  
(e-mail ID)  
(Contact No.)

(Seal)

Signed for and on behalf of [*Name of Manufacturers*].

#### **45. ANNEXURE - 'C'**

##### **TECHNICAL REQUIREMENT FOR TRANSPORTATION OF COAL**

| <b>S<br/>·<br/>N<br/>·</b> | <b>Particulars</b> |
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| 1 | <p><b>RATE CONTRACT FOR ONE YEAR FOR TRANSPORTATION OF COAL FROM WCL's FOLLOWING COLLIERIES TO OUR EMD PLANT, DONGRI BUZURG MINE, TAH: TUMSAR, DISTT: BHANDARA (MS).</b></p> <p><b>Quantity : 3950 MT (+/-20%) to be lifted in 12 months.</b></p> <p>FROM WCL's UMRER COLLIERY (Distance - 142 Kms.)/FROM WCL's MAKARDHOKRA COLLIER Y TO EMD PLANT, DONGRI BUZURG MINE (Distance - 147 Kms.)</p>   |
| 2 | <p><b>Pre-qualifying Criteria:</b> The bidder should have supplied tendered product (s)/service during preceding 3 financial years (i.e. current year and three previous financial years) as on date of opening of the bid as per the following criteria:</p> <p>(i) Single order of at least 35% of quantity under procurement; or</p> <p>(ii) Two orders of at least 20% each of quantity under procurement; or</p> <p>(iii) Three orders of at least 15% each of quantity under procurement.</p> <p>Satisfactory performance certificate issued by respective buyer organization along with the above orders should be uploaded with the bid.</p> |
| 3 | <p><b>Eligibility Criteria:</b> The bidder should be a Manufacturer or their authorized dealer. Bidder should upload registration certificate for Manufacturer and tender specific authorization certificate for authorized dealer obtained from their Manufacturer.</p> <p>Selling Agent/Dealer/Distributor authorized by the Manufacturer shall submit Manufacturer Authorization as per "Annexure-I", failing which the offer shall be out rightly rejected.</p>  |
| 4 | <p><b>TURNOVER:</b> The average annual financial turnover of the tenderer during the last 3 years ending 31st March of the previous financial year should be at least 30% of the estimated cost.</p> <p>Tenderer should submit/upload the certified copies of turnover obtained from the Chartered Accountant.</p>   |
| 5 | <p><b>VEHICLES:</b> Documentary evidence towards possession of vehicles in name of tenderer, i.e. Registration No. of vehicles in possession along with copies of RTO documents OR MoU affidavit certified by a notary for vehicle supply/lease agreement with the tenderer by any third party/transporter/vehicles owner. Kindly upload the detail list of vehicles owned/ MoU agreement.</p>   |
| 6 | <p><b>INCOME TAX:</b> Latest Income-tax filing certificates in the name of tenderer for the year 2023-24 is to be enclosed/uploaded.</p>   |
| 7 | <p><b>DEED:</b> The tenderer must upload the partnership deed as well as certificate about registration of partnership firm issued by the Registrar of firms as required under the Indian Partnership Act. In case the tenderer is proprietorship firm, the same should be confirmed in offer.</p>   |
| 8 | <p>All the documents as mentioned above should be uploaded with "TECHNICAL/COMMERCIAL" bid i.e. online PART-I.</p> <p>MOIL Ltd. reserves the full right to assess independently, capacity &amp; capability of the tenderer to carry out the work and to modify the qualifying requirements, if felt necessary, in the overall interest of MOIL Ltd.</p>  |

|    |   |
|----|---|
| 9  | <p><b>SCOPE OF WORK TO BE CARRIED OUT:</b></p> <p>A. Loading of Coal in truck(s) using WCL's Mechanical loading equipment's or directly through chute at WCL's collieries or from round stock of Coal by engaging labors at bidders own cost.</p> <p>B. Sorting of stones/Shells at WCL Colliery at the time of loading, as and when required.</p> <p>C. Transporting the same by road up to EMD Plant, Dongri Buzurg Mine, Tah. Tumsar, Distt: Bhandara (MS) from Umrer / Makardhokra Colliery of M/s WCL.</p> <p>In case of any unforeseen reason, if M/s WCL changes colliery other than as mentioned in tender &amp; issue DO of changed colliery, tenderer shall be liable to collect the Coal from changed colliery and transport the same by road up to EMD Plant, Dongri Buzurg Mine. However, MOIL Ltd. shall amend increase / decrease in rate PMT, as per distance of the changed colliery on pro-rata basis.</p> <p>D. Unloading of Coal at bidders own cost after Weighment at Dongri Buzurg Mine, as directed by Plant In-charge, EMD Plant, Dongri Buzurg Mine.</p> <p>E. Liasoning with WCL Authorities in order to ensure prompt loading of good quality and complete quantity. Also collection of invoices from M/s WCL and submitting the same to Sr.DGM (Fin.), MOIL Limited, Nagpur.</p> <p>F. THE CONTRACT ENVISAGES THE LOADING, SORTING, TRANSPORTATION, UNLOADING OF COAL &amp; LIASONING WITH M/s WCL. COLLECTION OF INVOICES FROM WCL AND SUBMITTING THE SAME TO SR.DGM (FINANCE), MOIL LIMITED, "MOIL BHAVAN", 1A, KATOL ROAD, NAGPUR: 440 013.</p> |
| 10 | <p><b>SD / BANK GUARANTEE:</b> The successful tenderer will have to submit Bank Guarantee on non-judiciary Stamp Paper of appropriate value in lieu of security deposit @5% of the total value of transportation during the contract period &amp; shall remain valid for the contractual period.</p>  |
| 11 | <p>Bidders are to upload supporting documents as mentioned above under the serial number 2, 3, 4, 5 &amp; 6 of Annexure -"C".</p>   |
| 12 | <p>For any technical queries, please contact Mr. D V V Giri, JtGM (Process) Email: <a href="mailto:dvvgiri@gmail.com">dvvgiri@gmail.com</a> Mob. No. 08966006646.</p>   |

#### 8. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

### अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby 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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, 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.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and
- All operative provisions of the erstwhile Labour Laws until their complete substitution.

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc.**

**and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/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.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/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.

**---धन्यवाद/Thank You---**