



MOIL LIMITED

(Formerly Manganese Ore (India) Limited)

(A Government of India Enterprise)

“MOIL BHAWAN”, 1-A, Katol Road, NAGPUR – 440 013.

OFFICE OF DY. GENERAL MANAGER (MATERIALS)

PHONE NO. +91 712 2590050, PRI: 2806100,

FAX NO. +91 712 2592360 Email:dmb@moil.nic.in

NOTICE INVITING TENDER (NIT)

Ref: Open Tender No. WE-27 for **Steam Coal - 450 MT.**

(Only through e-procurement)

SCHEDULE OF TENDER (SOT)

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| a. TENDER NO., DATE, ITEM & QUANTITY | WE-27 Dt. 31/07/2013 for Steam Coal- 450 MT. |
| b. MODE OF TENDER | e-Procurement System (Online Part I Techno-Commercial Bid and Part II Price bid) through www.mstcecommerce.com/eprochome/moil of MSTC Ltd. |
| c. e -Tender No. | MOIL/13-14/ET/27 |
| d. Date of NIT available to firms to download | 31/07/2013 |
| e. Date of Starting of online Pre-bid meeting | 12/08/2013 at 11.00 A.M. |
| f. Date of Closing of online Pre-bid meeting | 16/08/2013 at 05.00 P.M. |
| g. i) Earnest Money Deposit ----- ii) Tender Fees ----- iii) Transaction Fee ----- | Demand Draft (any Schedule Bank) of 2% (two percent) of the quoted value or Rs. 2,00,000/- (Rs. Two Lakhs only) whichever is less should be deposited drawn in favour of MOIL Ltd. payable at Nagpur. Demand Draft (any Schedule Bank) of Rs. 2,000/- drawn in favour of MOIL Ltd., payable at Nagpur. Rs. 2,326/- (Including Service Tax & other charges @ 12.36% on Service Charge) Payment of Transaction fee by RTGS in favour of MSTC LIMITED (refer clause No. 3 of Annexure 'A' Part-I). |
| Important Note: 1. Please note that vendors will have the access to online e-tender only after physical receipt of Tender fee & EMD payments in the form of separate Demand Drafts in the office of DGM (Material), “MOIL BHAWAN”, 1-A, Katol Road, Nagpur – 440 013. Secondly, Transaction fee by RTGS in favour of MSTC Limited, Kolkata. 2. All the above mentioned payments viz. EMD & Tender Fees is to be received physically & in respect of Transaction Fees to be credited thru RTGS on or before 02/09/2013 up to 5.00 P.M. Vendor is advised in his own interest to ensure submission of above mentioned payments positively and well in advance to avoid falling in the category of non-responsive bid. For details Refer Annexure 'A' Part-I & II. | |

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| h. Date of Starting of e tender for submission of on line Techno-Commercial Bid & Price Bid at www.mstcecommerce.com/eprochome/moil | 26/08/2013 at 3.00 P.M. |
| i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid. | 10/09/2013 at 3.00 P.M. |
| j. Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Date of opening of Part II i.e. price bid shall be informed separately. | 10/09/2013 at 3.30 P.M. |

Offer is invited for supply of Steam Coal- 450 MT as per technical specifications specified in Annexure 'C' & scope is supply only. Contents of tender documents are as under:

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| Annexure - A | Instructions to Bidders [Part-I & Part-II] (Five Pages). |
| Annexure - B | Requirements for Vendors (Two Pages). |
| Annexure - C | Technical Specifications for Steam Coal (Two Pages). |
| Annexure - D | Commercial Terms & Conditions (Five Pages). |
| Annexure - E | Price Bid Format for on line submission by bidder (One Page). |
| Annexure - TE1 | General Terms & Conditions of Tender Enquiry (Six Pages). |

ANNEXURE 'A'

Part-I

Instructions to Bidders:

This is an e-procurement event of MOIL Ltd. The e-procurement service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020.

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| 1 | <p>Requirement for Venders: P.C. connected with Internet. Registration with MSTC Portal www.mstcecommerce.com/eprochome/ under MOIL -> registered as vendor. Registration is free of cost. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/MOIL in no way responsible for this. (Bids will not be recorded without Digital Signature). In case of any clarification, please contact MSTC/MOIL Ltd., (before the schedule time of the e- tender). <u>For detail may kindly refer Annexure "B"</u>.</p> <p>CONTACT PERSON (MSTC):</p> <table style="width: 100%; border: none;"><tr><td style="width: 50%; vertical-align: top;">1) Mr. Sabyasachi Mukherjee Junior Manager (e-Commerce) Mob. No: 07278030407 e-mail: smukherjee@mstcindia.co.in</td><td style="width: 50%; vertical-align: top;">2) Mr. Arindam Bhattacharjee Asst. Manager(e-Commerce) Mob.No. 09330102643 e-mail: arindam@mstcindia.co.in</td></tr></table> <p>CONTACT PERSON (MOIL):</p> <table style="width: 100%; border: none;"><tr><td style="width: 50%; vertical-align: top;">1) Mr. S.B. Dhar, G.M. (System) MOIL BHAWAN, 1A, KATOL ROAD, NAGPUR-440 013. CONTACT NO. 0712-2806227 MOBILE 09860065711 EMAIL: ddhar@moil.nic.in</td><td style="width: 50%; vertical-align: top;">3) Mr. R.K. Verma, DGM (Mech.) MOIL BHAWAN, 1A, KATOL ROAD, NAGPUR-440 013. CONTACT NO. 0712-2806217 MOBILE NO. 09766697904 EMAIL: rkv@moil.nic.in</td></tr><tr><td style="width: 50%; vertical-align: top;">2) Mr. N.S. Vanjani, DGM (Materials), MATERIALS DEPARTMENT, MOIL BHAWAN, 1A, KATOL ROAD, NAGPUR-440 013. CONTACT NO. 0712-2806285 MOBILE 09766316236 EMAIL: nsv@moil.nic.in</td><td style="width: 50%; vertical-align: top;">4) Mr. D.M.Borkute, Dy. Chief (Materials) MATERIALS DEPARTMENT MOIL BHAWAN, 1A, KATOL ROAD, NAGPUR – 440 013. CONTACT NO. 0712-2806287 MOBILE - 09921690440 EMAIL: dmb@moil.nic.in</td></tr></table> | 1) Mr. Sabyasachi Mukherjee Junior Manager (e-Commerce) Mob. No: 07278030407 e-mail: smukherjee@mstcindia.co.in | 2) Mr. Arindam Bhattacharjee Asst. Manager(e-Commerce) Mob.No. 09330102643 e-mail: arindam@mstcindia.co.in | 1) Mr. S.B. Dhar, G.M. (System) MOIL BHAWAN, 1A, KATOL ROAD, NAGPUR-440 013. CONTACT NO. 0712-2806227 MOBILE 09860065711 EMAIL: ddhar@moil.nic.in | 3) Mr. R.K. Verma, DGM (Mech.) MOIL BHAWAN, 1A, KATOL ROAD, NAGPUR-440 013. CONTACT NO. 0712-2806217 MOBILE NO. 09766697904 EMAIL: rkv@moil.nic.in | 2) Mr. N.S. Vanjani, DGM (Materials), MATERIALS DEPARTMENT, MOIL BHAWAN, 1A, KATOL ROAD, NAGPUR-440 013. CONTACT NO. 0712-2806285 MOBILE 09766316236 EMAIL: nsv@moil.nic.in | 4) Mr. D.M.Borkute, Dy. Chief (Materials) MATERIALS DEPARTMENT MOIL BHAWAN, 1A, KATOL ROAD, NAGPUR – 440 013. CONTACT NO. 0712-2806287 MOBILE - 09921690440 EMAIL: dmb@moil.nic.in |
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| 2 | <p>ON LINE PRE-BID MEETING: The e-procurement shall also have the event of online pre-bid meeting as detailed under "SCHEDULE OF TENDER (SOT)", Point No. 'e' & 'f'. For technical clarification, they may bring to the attention of DGM (Mech.). For commercial clarification to Dy. Chief (Materials). The queries & replies shall be given on line. In the interest of bidder(s), they are requested also go through the final technical specifications and other terms & conditions to be uploaded on the date mention under Point 'h' & 'i' of "SCHEDULE OF TENDER (SOT)", based on the clarifications given during the pre-bid meeting and accordingly submit online tender.</p> <p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p> | | | | | | |

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| 3 | <p>Special Note towards Transaction fee: PAYMENT OF Transaction fee BY RTGS in favour of MSTC LIMITED .The Bank details, format etc for sending Transaction fee by RTGS to MSTC is detailed below</p> <p>BANK DETAILS</p> <p>Axis Bank ,Shakespeare Sarani Branch</p> <p>Account Details</p> <p>AXIS BANK A/c.No.005010200057840</p> <p>IFSC Code No:UTIB0000005.</p> <p>THE BIDDERS ARE REQUESTED TO COMMUNICATE THE UTR NO AND A CERTIFICATE IN BANKS LETTERHEAD MENTIONING UTR No., AMOUNT, No. OF THE ACCOUNT DEBITED, NAME OF THE REMITTER AND PAN No. OF THE REMITTER BY FAX OR EMAIL.</p> <p>NOTE:THE BIDDERS SHOULD SUBMIT THE TRANSACTION FEE WELL IN ADVANCE BEFORE THE LAST DATE OF SUBMISSION OF TENDER AS THEY WILL BE ACTIVATED FOR BID SUBMISSION ONLY AFTER RECEIPT OF TRANSACTION FEE BY MSTC.</p> <p>CONTACT DETAILS: (FAX No. 033- 22831002.)</p> <p>Email ids:</p> <ol style="list-style-type: none"> 1) sanjibpoddar@mstcindia.co.in 2) arindam@mstcindia.co.in 3) rpradhan@mstcindia.co.in <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted.</p> <p>Transaction fee is nonrefundable.</p> <p>In case of failure to reach the payment towards Transaction fee for any reason, the vendor will not have the access to online e-tender</p> |
| | <p>Special Note towards Cost of Tender Document & EMD: In case of failure to reach the payment towards cost of tender document & EMD for any reason, the vender will not have the access to on line e-tender and no correspondence in this respect will be entertained and MOIL Ltd. will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of tender fee and EMD in separate DD well in advance and verify completion of transaction in respect of tender fee and EMD.</p> <p>All scanned copies of testimonials, registration certificates etc. are to be uploaded through the upload link of online Techno-Commercial Bid during the e-tender period. Hard copies of bidding document (Part I Techno-Commercial and Part II Price Bid) will not be considered for evaluation. Vendor should mention the relevant Sr. No. in the name of the file which they are uploading in .pdf form. The maximum upload limit is 10 MB.</p> |

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| 4 | Important Notes to all prospective bidders: For online bidding through MSTC Portal, the bidders are to be registered with www.mstcecommerce.com/eprochome/moil and the bidders should have Class III Digital Certificate issued by Certification Authority (Refer Point No.1 of this Annexure). |
| 5 | (A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid. (B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them. |
| 6 | All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by MOIL Ltd., as well as by MSTC (e-procurement service provider). Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to indicate their valid corporate email I.D. and Mobile No. of authorized official in the Annexure-D (Commercial Terms & Conditions Format) for communication through email/SMS alerts (if any). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate) |
| 7 | i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties. ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderers who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eprochome/moil of MSTC Ltd. |
| 8 | Vendors are requested to participate in demo e-tender no MOIL/13-14/ET/DEMO for e-tenders to familiarize themselves before participating in the final event. Vendors are also requested to download vendor guide from the link www.mstcecommerce.com/eprochome/ . |

G.M. (SYSTEM) & NODAL OFFICER

ANNEXURE 'A'

Part-II

Instructions to Bidders:

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| 1 | <p><u>Special Note towards Tender Fee & EMD</u> - Tender fee and EMD or exemption certificate (i.e. copies of SSI/DIC/NSIC/DGS&D Certificate duly notarized by PUBLIC NOTARY), will have to be submitted by separate Demand Drafts/Exemption Certificate in Hard copies in a sealed envelope within the due date and time of portion 'g' of Schedule of Tender (SOT) to MOIL Ltd., at the address given below:</p> <p style="padding-left: 40px;">DGM (Materials), MOIL LIMITED (A GOVT. OF INDIA ENTERPRISE) MATERIALS DEPARTMENT, "MOIL BHAWAN", 1-A, KATOL ROAD, NAGPUR-440 013.</p> <p>The units registered under NSIC/DIC/DGS&D are eligible for the benefits under the scheme only when they have valid NSIC/DIC/DGS&D certificate. NSIC/DIC/DGS&D registration should be valid on due date of opening of tender.</p> <p>State/Central Govt. Organization/PSUs are exempted from submission of EMD/SD.</p> <p>Bidder must ensure that documents uploaded for claiming exemption of tender fees/EMD shall be valid and cover the tendered/offered items.</p> <p>For unsuccessful tenderer, EMD shall be refunded immediately after finalization of the tender (i.e. after placement of order). EMD shall be forfeited if any bidder withdraws their offer before finalization of the tender.</p> <p>A. Purchase preference to central public sector enterprises as per Govt. guideline shall be applicable.</p> <p>B. Public procurement policy for Micro and Small Enterprises (MSEs) as per Govt. guideline shall be applicable. For detail visit website: 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. These documents should be self authenticated, certified by Chief Executive of the Enterprise duly notarized by Public Notary.</p> |
| 2 | On receipt of Tender fee, Transaction fee and EMD or valid document for claiming exemption towards EMD/Tender Fee (i.e. Registration with NSIC/DIC/DGS&D), Vendors will be able to participate in the online bidding event. |
| 3 | e-tender cannot be accessed after the due date and time mentioned in NIT. |
| 4 | Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein. |
| 5 | No deviation to the technical and commercial terms & conditions are allowed. |
| 6 | After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature (Refer Annexure 'B' Point c)-5). |

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| 7 | MOIL LIMITED has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof. (Refer Annexure ' B' Point c)-11). |
| 8 | MOIL LIMITED reserves the right to vary the quantity of the item (covered in this e-tender) before the date and time of starting of e-tender for submission of online Techno-commercial Bid & Price Bid. |
| 9 | The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/moil of MSTC Ltd. (Refer Annexure ' B' Point c)-12). |
| 10 | The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered. |
| 11 | The bid will be evaluated based on the filled in technical & commercial formats. |
| 12 | The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders. |
| 13 | The packing of all the materials quoted shall conform to the requirement of the carriers. |
| 14 | ONLY MANUFACTURERS of tendered item are to quote. In case the bidder is manufacturer, full address of works with SCANNED NOTARIZED COPY of their valid registration with NSIC/SSI/DIC/DG&SD/Registrar of companies etc. in their own name is to be uploaded with the offer. IN CASE, AS A MATTER OF POLICY, any Manufacturer does not market their product(s) directly, then such Manufacturer may submit their offer through their Authorized Marketing outlet. In such case authorization certificate valid on due date of tender opening OR authenticated authority letter (Scan copy of original letter specifying the tender reference) in the name of tenderer from manufacturer for the tendered item (duly attested by PUBLIC NOTARY) should be uploaded by the bidder along with the bid, failing which the bid will stand rejected. |
| 15 | BANNED OR DELISTED OEM/SUPPLIER/VENDOR/FIRM/BIDDER: 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. |
| 16 | As per new system of Central Public Procurement Portal (CPP-Portal) of Government of India, the tender document shall be uploaded on the website i.e., http://www.moil.nic.in & http://eprocure.gov.in . |

DY.G.M. (MATERIALS)

ANNEXURE "B"

REQUIREMENTS FOR VENDORS.

1. The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit their bid electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. Details are given in the catalogue. In case of any clarification vendor(s) may visit website www.mstcecommerce.com.

SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ONLINE AT www.mstcecommerce.com/eprhome/moil

2. PROCESS of E-Tender:

a) System Requirement:

- i) Windows 98 /XP-SP2 & above/Windows 7 Operating System
- ii) IE-6 and above Internet browser.
- iii) Signing type digital signature
- iv) JRE 7 software to be downloaded and installed in the system.
- v) To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level

b) Registration:

- 1) Vendors are required to register themselves online with www.mstcecommerce.com→ e-Procurement new→MOIL→Register as Vendor Filling up details and creating own user id and password→ Submit.
- 2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

c) Bidding in e-tender:

- 1) Bidder(s) need to submit necessary EMD, Tender fees and Transaction fees to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by MOIL. (Refer special note of Point No. 1 of Annexure 'A' Part-II)
- 2) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid [Refer Point No. h. & i. of Notice Inviting Tender (NIT)].
- 3) The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement new →MOIL Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid. (Refer special note of Point No. 2 of Annexure 'A' Part-II)

- 4) The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.
- 5) After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid.

NOTE: - The Techno-Commercial Bid & price bid cannot be revised once the submit button has been clicked by the bidder. (Refer Annexure 'A' Part-II Point No. 6).

- 6) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid (Refer Annexure 'A' Part-I Point No. 1, 5 & 7 & Part-II Point No. 6).
- 7) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- 8) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- 9) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder.
- 10) All the bids will have to be mandatorily submitted with digital signature certificate otherwise the same will not be accepted by the system. (Refer Annexure 'A' Part-I Point No. 1, 5 & 7 & Part-II Point No. 6).
- 11) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof. (Refer Annexure 'A' Part-II Point No. 7).
- 12) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
- 13) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.

G.M. (SYSTEM) & NODAL OFFICER

ANNEXURE 'C'

TECHNICAL SPECIFICATIONS FOR STEAM COAL

| Sr. No. | Terms & Conditions | Option |
|----------------|--|-------------------|
| 1 | BRAND NAME (Pl. specify) | TEXT |
| 2 | QUANTITY – 450 MT (+/- 20%) – To be supplied in Two months | AGREE |
| 3 | FIXED CARBON – 40% Min. | AGREE |
| 4 | TOTAL MOISTURE – Other than *Rainy season - 08.0% Max. *Rainy Season - 10% Max. | AGREE |
| 5 | Ash (Dry basis) - Max. 25% | AGREE |
| 6 | Volatile matter (VM) (Dry basis) – Max. 35% | AGREE |
| 7 | Gross calorific value (Air dried basis) – 4400 Kcal/Kg to 5000 Kcal/Kg | AGREE |
| 8 | Size (+10mm -200mm) – 90% Min. | AGREE |
| 9 | MOISTURE a. If moisture exceeds 8%, then accordingly invoice weight will be reduced to compensate the increase in moisture over and above 8% up to maximum 12% otherwise complete lot will be liable for rejection. b. During *rainy season if moisture exceeds 10%, then accordingly invoice weight will be reduced to compensate the increase in moisture over and above 10% up to maximum 15% otherwise complete lot will be liable for rejection. * Rainy season shall be considered from 1st June to 31st August of the year & Excise Gate pass date shall be treated for consideration. | AGREE |
| 10 | FIXED CARBON (FC) If the FC found less than 40%, the supplier shall pay penalty of 1.5% of landed cost per 1% of reduction in FC from 40% and fraction pro rata shall be imposed up to minimum 38% of FC. Complete lot will liable for rejection in case of FC found less than 38%. | AGREE |
| 11 | UNDERSIZE Undersize (-10 mm.)- The successful tenderer shall pay penalty of 0.5% of landed cost per ton for every 1% increases in undersize beyond 5% fraction pro-rata shall be imposed. | AGREE |
| 12 | OVERSIZE Oversize (+200 mm.)- The successful tenderer shall pay penalty of 0.5% of landed cost per ton for every 1% increases in oversize beyond 5% fraction pro-rata shall be imposed. | AGREE |
| 13 | VM If the quality certificate establishes that the total VM content exceeds 35%, the successful tenderer shall pay penalty of 0.5% of landed cost per 1% for VM exceeding 35% and fraction pro-rata shall be imposed. | AGREE |
| 14 | BANK GUARANTEE: The successful tenderer will have to submit the Bank Guarantee on non-judiciary stamp paper of appropriate value in lieu of security deposit at 5% of the total value of the order (i.e. basic value + duties, taxes, freight and insurance charges etc.) and shall remain valid for the contractual period or till the supply is completed in all respect, whichever is later. | AGREE |
| 15 | PRE QUALIFYING CONDITION: | AGREE |
| 15.1 | The tenderer should have supplied at least 30% of the tendered quantity by way of single order to any industries (Private or PSU). The date of placement of this order should be within 3 years, preceding the last date of submission of tender. Scan copy of relevant purchase order should be uploaded, failing which the offer submitted by tenderer shall be liable to be ignored. | AGREE + UPLOAD |
| 15.2 | A copy of relevant purchase order and performance report received from past customer should be uploaded, failing which the offer submitted by tenderer shall be liable to be ignored. In case of bidder is past supplier to MOIL & satisfactorily executed the order, this clause shall not be applicable to such bidder. | AGREE + UPLOAD |

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| 16 | <p><u>SAMPLING AND ANALYSIS:</u></p> <p>a) <u>ANALYSIS/INSPECTION:</u> The inspection/analysis at destination shall be done for all the parameters (except Moisture) mentioned in the technical specifications by a third party (kindly indicate the inspecting authorities, namely, like, SGS, S.K. Mitra etc.) and their analysis report shall be final and binding for the purpose of acceptance of raw material and payment. In the event of any dispute the decision of CMD, MOIL shall be final and binding. The charges towards third party inspection shall be to the tenderer's (seller) account and therefore, their rates must include the same.</p> <p>b) In case Independent Inspection Agency is not deputed for Joint Sampling and Analysis by the Supplier, the Independent Inspection Agency appointed by the Purchaser shall proceed with the Sampling and Analysis or listing shall be done by MOIL itself and no dispute on this account shall be entertained. The charges towards such analyzing shall be deducted by MOIL from the seller's bill and no dispute shall be entertained.</p> <p>c) <u>DGM (Process), FMP, Balaghat Mine must ensure that moisture content of Steam coal shall be tested at destination viz., FMP, Balaghat laboratory to determine actual moisture content after receipt of material. In the event of any dispute the decision of CMD, MOIL shall be final and binding.</u></p> <p>d) The above mentioned analysis/inspection clause covered under a) to c) shall be for each truck load.</p> | AGREE |
| 17 | <p><u>WEIGHMENT:</u></p> <p>a) Gross and tare weight of each truck with stepny will be done at our Balaghat Mine weighbridge. The weight recorded at our weighbridge shall be final and binding for all purpose including for payment purpose. No dispute what so ever on this account shall be entertained.</p> <p>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 supplier.</p> <p>c) The challans should be certified at weighbridge of Balaghat Mine by the representative of DGM (Process), FMP, Balaghat Mine and countersign of DGM (Process), FMP, Balaghat Mine on the challans should also be obtained.</p> <p>d) No dispute in respect of weighment shall be entertained by MOIL.</p> | AGREE |
| 18 | <p><u>UNLOADING:</u> Unloading shall be done by consignee's representative at FMP, Balaghat Mine.</p> | AGREE |
| 19 | <p><u>COAL NOT SUPPLIED EARLIER TO MOIL:</u></p> <p>a) The first consignment shall be treated by MOIL as Trial Supply only, to ensure that it meets the stipulated specifications. The clearance for dispatch of second/subsequent consignment(s) will be accorded based on the satisfactory usage of the materials supplied in the earlier consignment(s). The successful tenderer shall deliver the balance of the Order quantity only after clearance from MOIL only after the Trial Supply meets the stipulated specification and is found suitable by MOIL.</p> <p>b) In the event of Trial Supply/subsequent supplies not meeting the stipulated specifications and/or not being found suitable by the MOIL, the MOIL shall have the right to terminate the Order, without any liability, whatsoever. The decision of the MOIL, whether the Trial Supply/ subsequent supplies are suitable or not, even if it meets the stipulated specification, shall be final.</p> | AGREE |
| 20 | <p>Rejected material shall be taken back by the supplier within 30 Days from the date of intimation. To & fro transportation cost for rejected material shall be borne by supplier. MOIL shall not be responsible for the rejected material after 30 days.</p> | AGREE |

ANNEXURE “D”

| COMMERCIAL TERMS & CONDITIONS FORMAT | | |
|--|--|---------------------------|
| <p>1. 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 e-tender before filling the details or confirming acceptance).</p> <p>2. Under column “Vendor Response”, bidder to fill up complete relevant details wherever “Remark” is mentioned.</p> | | |
| IMPORTANT GENERAL TERMS & CONDITIONS OF NIT | | |
| SN | PARTICULARS | VENDOR RESPONSE |
| 1 | Name of the Bidder (Company/Firm) & address for correspondence along with Telephone No. & Fax No. | REMARK |
| 2 | Valid corporate e-mail ID of the bidder (Refer Annexure “A” Part-I Point No. 6). | REMARK |
| 3 | Mobile No. of authorized official of the bidder (Refer Annexure “A” Part-I Point No.6). | REMARK |
| 4 | Reference No. & date of bid. | REMARK |
| 5 | The terms & conditions of NIT including the terms & conditions indicated in Annexure A to E & Annexure TE-1 of the NIT have to be carefully read by bidder and confirm un-conditional acceptance of all the terms & conditions covered in this tender Enquiry. | AGREE |
| 6 | Tenderer(s) having NSIC-registration, DGS&D-registration, DGMS approval, BIS certification, MSEs certificate & other statutory documents (if required) as per tender will have to submitted duly attested by PUBLIC NOTARY. | AGREE + UPLOAD |
| 7 | Tenderer falling in category of MSE (Micro & Small Enterprise) must essentially submit relevant documents viz. valid MSE certificate along with list of item(s) for which tenderer is registered as MSE. These documents should be self authenticated & certified by Chief Executive of the enterprise duly notarized. | AGREE + UPLOAD |
| 8 | <p><u>EXCISE DUTY :</u></p> <p>a) If excise duty is payable at Slab Rates depending on turn over. Tenderer must clearly mention the applicable rate for the tendered quantity/value included in the tender for supply during the delivery period quoted by him to "MOIL" considering that in the event order is placed within the validity period. If nothing is mentioned, tender will be loaded with the maximum rate of excise duty applicable for the item and tender will be evaluated accordingly.</p> <p>b) In no case, should the tender be vague on the elements of Excise Duty and Taxes chargeable, whenever, slab excise rate or Sales Tax are applicable & tenderer (s) are submitting tender indicating lower slabs but not confirm that the same lower Excise duty Slab or Sales Tax would be applicable even if the slab is increased due to increase in their turnover tender will be loaded with the maximum excise duty or Sales Tax applicable for the items for comparison/evaluation purpose.</p> <p>c) In case the tenderer mentions clearly applicable Slab Rates of excise duty, as mentioned above under Point No. a) MOIL shall pay the excise duty accordingly i.e. as declared by tenderer in their original tender. However, excise duty in no case shall be paid at higher slab rate under any circumstances whatsoever may be the reason, even though the tenderer pays excise duty at higher slab rate at later date if the tenderer does not mentions clearly in the tender as mentioned above under (a) :-</p> <p>d) If nothing is mentioned, and tender is vague as mentioned under point No b) above, tender will be loaded with the maximum rate of excise duty and/or Sales Tax applicable for the item and tenderer will be evaluated accordingly and no correspondence shall be entertained in the regard at a later date.</p> | AGREE |

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| 9 | DESTINATION/SUPPLY POINT - The item is required to be supplied directly on door delivery, freight paid basis to our Ferro Manganese Plant, Balaghat Mine, PO- Bharweli, District- Balaghat (MP). The Mine is at a distance of approx. 5 KM from Balaghat town or 42 KM from Gondia. The tenderer is, therefore, requested to quote the rates on F.O.R. Destination basis by road. The price, therefore, should be inclusive of all elements e.g. Packing, forwarding, freight and transit insurance. This is essential. All the offers shall be evaluated and compared based on Landed Cost of the material at Ferro Manganese Plant, Balaghat Mine. The unloading shall be done by FMP, Balaghat Mine. | AGREE |
| 10 | PRICE TERMS: It is essential that the tenderers quote their price on FOR destination [Ferro Manganese Plant, Balaghat Mine (MP)] basis which should include Basic price, Excise Duty + Cess (if applicable must be specifically mentioned), taxes (VAT/CST) (we shall provide Form "C" for interstate transaction), transit insurance and freight. All these elements must be <u>separately</u> shown in the Price Bid. | AGREE |
| 11 | Packing Charges (Extra / Inclusive) | REMARK (Extra / Inclusive) |
| 12 | Freight & Forwarding (Extra / Inclusive) | REMARK (Extra / Inclusive) |
| 13 | Transit Insurance (Extra / Inclusive) (MOIL shall not take the responsibility of arranging Tr. Insurance. The Tr. Insurance is to be arranged by the successful tenderer) | REMARK (Extra / Inclusive) |
| 14 | MODVAT/CENVAT: In case the item quoted attract Excise Duty the same should be mentioned separately, and the tenderer should confirm that they will raise Tax Invoice suitable and acceptable by Excise Deptt. for availing Modvat /Cenvat benefit. | REMARK |
| 15 | SALES TAX (Tenderer to confirm following): A) In case of CST/VAT (Extra/Inclusive) The tenderer should indicate whether CST or VAT will be charged by him and the percentage of Sales tax there in. | REMARK |
| 16 | B) If tenderer is exempted from paying Sale Tax, notarized copy by PUBLIC NOTARY of valid documentary evidence is to be submitted. | REMARK + UPLOAD |
| 17 | C) In case of exemption of Sale Tax, then the tenderer should indicate the following details of document submitted. a) Documents. b) Document reference No. & Date. c) Issuing Authority. | REMARK + UPLOAD |
| 18 | SALE TAX CLEARANCE CERTIFICATE: Tenderer to submit following certificate: "Certified that upto date returns have been filed along with the copies of each returns submitted to the Department of Trade & Taxes". | AGREE + UPLOAD CERTIFICATE |
| 19 | SETOFF: MOIL shall consider setoff on Sales Tax (if applicable) (Refer ANNEXURE - TE1 Clause No. 13.3). | AGREE |
| 20 | DELIVERY SCHEDULE: The successful tenderer shall be required to supply 450 MT of Steam Coal in two months. | AGREE |
| 21 | PRICE Break-up: The tenderer must fill the rates in the Price Break-up format attached, as per Annexure-"E". | AGREE |
| 22 | PAYMENT TERM: 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 Chief (Fin.), MOIL Ltd., "MOIL BHAWAN", 1A, Katol Road, Nagpur, whichever is later. | AGREE |
| 23 | VALIDITY: The offer should remain valid for 120 days from the date of opening. Offer with short validity is liable to be ignored | AGREE |

| | | |
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| 24 | FIRM PRICE: The tenderers are requested to offer the rates which shall be FIRM till the supply is completed in all respect. | AGREE |
| 25 | DGS&D R/C: In case the items are on DGS&D rate contract, tenderer must quote DGS&D rates only. In that case valid copy of the DGS&D rate contract must also be enclosed along with the tender. If the item(s) are not covered under DGS&D R/C, the tenderer must certify that, "offered item(s) is not covered in DGS&D rate contract". This is ESSENTIAL. | AGREE + UPLOAD CERTIFICATE |
| 26 | PRICE CERTIFICATION: If the item is quoted is not covered under DGS&D rate contract, tenderer must certify as "certified that the price offered by us are the lowest and that we are not charging lower than the quoted rate to any other Govt. Deptt./ PSU". | AGREE + UPLOAD |
| 27 | TRANSPORTATION: It will be the responsibility of the tenderer for the safe carriage of material & they shall make appropriate arrangement to protect the consignment from rain, wind, sun, storm etc. The rates quoted by them should include the provision of water proof coverings to protect the consignment from the elements of nature. In case material is lost, pilfered broken, damaged, spoilt etc. in any manner during transit, tenderer shall be responsible for the same. DOCUMENTATION: Supplier has to abide by provisions of the Motor Vehicle Act or any relevant Act. Violation thereof, resulting loss to the Government or any other body will be at the risk and cost of the supplier. LEGAL PAPERS: The supplier should ensure that truck drivers carry required legal papers/documents viz. Tax Invoice, Challan, Interstate Permit etc. to avoid any dispute. | AGREE |
| 28 | Certificate from Bidder: a) 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 websites" b) This is to certify that there is no deviation in the offer submitted by us, 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. | AGREE + UPLOAD CERTIFICATE |
| 29 | DECLARATION: "I/We declare that I or none of our partners are relatives of any employee of MOIL". This is ESSENTIAL. | AGREE + UPLOAD DECLARATION |
| 30 | LIQUIDATED DAMAGES CLAUSE: Refer Clause no.24 of General Terms & Conditions of Tender Enquiry (Annexure - TE1) | AGREE |
| 31 | PENALTY CLAUSE: Refer Clause no.25 of General Terms & Conditions of Tender Enquiry (Annexure - TE1). | AGREE |
| 32 | RISK PURCHASE CLAUSE: Refer Clause no.26 of General Terms & Conditions of Tender Enquiry (Annexure - TE1) | AGREE |
| 33 | FORCE MAJEURE CLAUSE: Refer Clause no.27 of General Terms & Conditions of Tender Enquiry (Annexure - TE1) | AGREE |
| 34 | PRICE FALL CLAUSE: Refer Clause no.28 of General Terms & Conditions of Tender Enquiry (Annexure - TE-1) | AGREE |
| 35 | DISPUTE: In the event of dispute arising out of this contract, the decision of Chairman-cum-Managing Director MOIL Ltd. shall be final & binding. | AGREE |

| | | |
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| 36 | JURISDICTION: Tenderer to confirm acceptance to our clause no.45 of General Terms & Conditions of Tender Enquiry (Annexure – TE1). | AGREE |
| 37 | BANNED OR DELISTED OEM/TENDERER/SUPPLIER/ VENDOR/ FIRM/ BIDDER: The bidders would give a declaration that they have not been banned or de-listed by any government or quasi-government or PSU's in the past. If a bidder has been banned by any government or quasi-government or PSU's in the past, this fact must be clearly stated and it may not necessarily be a cause for disqualifying such tenderer. If this declaration is not given /uploaded, the bid will be rejected as non-responsive. Scanned copies of declaration to be uploaded. | AGREE + UPLOAD DECLARATION |
| 38 | If OEM/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 |
| 39 | RIGHT OF ACCEPTANCE: 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 | RIGHT TO INFORMATION ACT: 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 self attested copies of documents like valid DGS&D/NSIC Registration certificate and any other documents issued by independent statutory bodies of Govt. of India etc., should be necessary attested by the Notary Public. The registration no. of the Notary Public should be clearly indicated / stamped. Scanned copies of certificates are to be uploaded on the EPS website and attached for successful bid submission | AGREE |
| 42 | DETAILS OF BIDDER: Manufacturing capacity: Bidder has capability to manufacturer within scheduled delivery period. | AGREE |
| 43 | A. Manufacturer certificate from the Auditor. B. State Sales Tax Registration No. C. Central Sales Tax Registration No. D. TIN No. E. PAN F. Details of location of works (Complete address & phone Nos.) G. Details of location from where the materials are supplied (Complete address, phone Nos., fax No., Name of contact person & mobile No.) | REMARK |
| 44 | Bidder to indicate the details regarding the proof of being Manufacturer OR bidder's Principal being a manufacturer. | REMARK |
| 45 | Name of the issuing authority (NSIC/DGS&D/DIC) a) Reference No. & Date b) Details of authorization in case bidder is an authorized dealer & agent. | REMARK |
| 46 | Name of Manufacturer/Principal & Reference No. & Date | REMARK |
| 47 | Validity period of authorization if any. | REMARK |

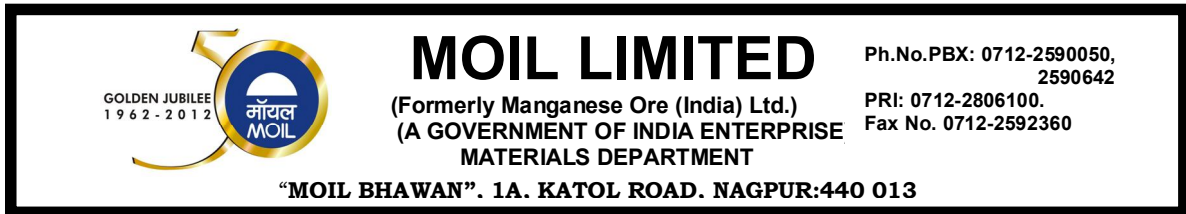
| | | |
|----|--|--------------|
| 48 | Unless otherwise specified in the NIT, the Purchase order, if placed, shall be subject to the General Terms and Conditions of Supply of Stores given in this tender enquiry. | AGREE |
| 49 | The bidding should be strictly as per the terms and conditions and procedures laid down in the tender document failing which the bid is liable for rejection. <u>Tenders sent through Telegram, Telex, Fax, hard copy or e-mail will not be considered.</u> | AGREE |
| 50 | MOIL LIMITED has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof. | AGREE |
| 51 | 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 |
| 52 | MOIL also reserves the right to accept whole or partly any tender or reject any tender without assigning any reason whatsoever. | AGREE |
| 53 | The right to alter our requirements or to reject any or all the tenders without assigning any reasons is reserved with company. | AGREE |
| 54 | General Terms and conditions mentioned in Annexure TE-1 but not covered in Annexure – ‘A’ to Annexure – ‘D’ are also part of this Tender Enquiry. | AGREE |
| 55 | Bidders are to upload supporting documents mentioning the Sr. No. of Annexure – ‘D’ against the Sl. No. 6,7,16,17,18, 25,26,28,29 & 37. | AGREE |

**DGM (Materials)
MOIL LTD., Nagpur.**

| MOIL LIMITED | | | | | | | | | | | | | | | | | |
|--------------------------------|---------------------------|---------------------------|----------|------------------------------|--------------------|-----------------|---------------------------|--|--------|-----------------------------|--------------------------|----------------------|-----------------------|-------------------|---------------------------------|--------------------|---------------------------------|
| Tender No.: WE – 27 (ET-27) | | | | | | | | | | | | | | | | | |
| Annexure “E” | | | | | | | | | | | | | | | | | |
| Name of Bidder : | | | | | | | | | | | | | | | | | |
| Reference No. of Offer: | | | | | | | | | | | | | | | | | |
| Common Description: STEAM COAL | | | | | | | | | | | | | | | | | |
| SN | Short Description of Item | UOM (Unit of Measurement) | Quantity | Basic Rate Each (as per UOM) | Discount (If any) | Packing Charges | Excise Duty + Cess Amount | State Sales Tax or CST (As applicable) | | Freight & Forwarding Amount | Transit Insurance Amount | Service Tax (If any) | Other Levies (If any) | Total cost Per MT | Input Tax credit in case of VAT | Landed cost per MT | Total Price of offered Quantity |
| | | | | | | | | VAT | CST | | | | | | | | |
| A | B | C | D | E | F | G | H | I | J | K | L | M | N | O (E to N) | P | Q (O - P) | R (Q x D) |
| | | | In MT. | In Rs. | In Rs. | In Rs. | In Rs. | In Rs. | In Rs. | In Rs. | In Rs. | In Rs. | In Rs. | In Rs. | In Rs. | In Rs. | In Rs. |
| 1 | Steam Coal | MT | 450 | | | | | | | | | | | | | | |

Note: Please read before filling price bid.

1. Item Sl. No., description & unit of measurement should be as per schedule of requirement.
2. All cell should be filled, no cell should be left blank.
3. In case any cell is not applicable, then please insert 0.00 in that particular cell.
4. Excise duty + Cess & sales tax should be calculated as per the current rate as applicable and absolute value in terms of Rs. Per unit should be indicated (Percentage should not be indicated)
5. Nothing extra will be payable over & above the percentage of Excise Duty + Cess, Sales Tax/VAT, other levies quoted except on govt. notification during the contractual period & entry tax, octroi if applicable shall be borne by MOIL (Consignee Mine).
6. Tenderer to note that in case Steam Coal attracts Excise Duty, they will raise Tax invoice suitable & acceptable by Excise department for availing full Modvat/Cenvat benefit by MOIL.



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 DCM (Materials), MOIL Limited, MOIL BHAWAN, 1A, Katol Road, Nagpur 440 013. Tender may be submitted in duplicate for Part II Price Bid only. However, Part I Technical & Commercial Bid need not be submitted in duplicate.~~
3. **RECEIPT AND OPENING OF TENDER:** ~~The last date & time of receipt of tender as well as~~ The Date & Time of opening of the tender has been specified in the Tender Notice.
4. **VALIDITY:** The prices quoted must be FIRM and the tenders must remain open for acceptance up to 120 days (four months) from the due date of the tender opening. Tenders with a validity of less than 120 days will be liable to be rejected.
5. **DELAYED/LATE TENDERERS:** Delayed/Late tenders, telegraphic tenders, Fax Offers and incomplete tenders are liable for rejection. ~~Any late tender received shall not be opened and MOIL reserves the right to return the tender intact to the tenderer concerned without assigning any reasons for not accepting. Similar shall be for delayed tenders in which case MOIL reserves the right to open or to return the tender intact to the tenderer concerned without assigning any reasons thereof. MOIL also reserves the right to accept whole or partly any tender or reject any tender without assigning any reason whatsoever.~~
6. **EARNEST MONEY:**
 - 6.1 Earnest Money to the extent of 2% (TWO PERCENT) of the quoted value or Rs.2,00,000/- (Rs. Two Lakhs only) whichever is less should be deposited along with Part-I i.e. %Technical-commercial Bid+ (Envelope No.1). Earnest Money by way of demand draft drawn in favour of MOIL Limited, Nagpur, payable at Nagpur will ONLY BE ACCEPTED.
 - 6.2 Earnest Money by way of cheque, bank guarantee, deposit receipt or any other form will not be entertained.
 - 6.3 Successful tenderer will be required to submit security deposit equivalent to 5% (Five percent) of the total value of the order (i.e. basic value + 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 as mentioned at 6.1 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. ~~**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 firm 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. ~~DCMS APPROVAL: Wherever the items required are as per DCMS approval, tenderers must enclose copy of approval granted by DCMS 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 tenderor to submit all relevant test certificates as per the latest circular of DCMS.~~

12. PRICES:

12.1 ~~The basis 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 purchaser's site by railway wagon or carrier road transport. Tenderor 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 Tenderor (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/Cenvat 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/Cenvat 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 tenderor 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, MOHL will have full liberty not to consider such tender or load interest as per company's policy for evaluating. However, decision of MOHL 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 45 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 Supplier 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 authorized 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 tenderers is the authorised distributor of the manufacturer(s) tenderer must enclose Photostat copy of the valid certificate of their principals appointing them as authorised distributor for marketing their product.

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

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

33. ~~List of the supplies during the preceding 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. organization/Public Sector Undertakings must also be furnished with the tender:-~~

| S.No. | 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 |
|-------|--|-------------|---|-----------------------|---|
|-------|--|-------------|---|-----------------------|---|

~~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. ~~Authorized representative (one) of the tenderer may be deputed to attend the opening of the tender with proper authorization 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 Chief (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~~ 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.

~~We~~ We declare that I or none of our partners are relatives of any employee of MOIL+

In case, while submitting the tenderer 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.

DGM (MATERIALS)