

MOIL LIMITED

(A Government Undertaking)
Kandri Mine
Post : Kandri, Tah. : Ramtek
Dist. : Nagpur (Maharashtra)
Pin code: 441 401.
Phone No: 07114- 202730/202143
E-Mail : mm.kd@moil.nic.in

An OHSAS,18001:2007 Certified Organization



मॉयल लिमिटेड

(एक सरकारी उपक्रम)
कांद्री खान

पोस्ट कांद्री., तहसील रामटेक :

जिला नागपुर., महाराष्ट्र.

पिन कोड ४४१४०१:-

फोन नंबर- ०७११४२०२१४३/२०२७३०-

ई:मेल- mm.kd@moil.nic.in

एक ओहसास १८००१प्रमाणित सस्थान २००७:

Tender No. : KD/MINES/NIT/ 26-27/ 457

Date : 19-05-2026

LIMITED TENDER NOTICE

MOIL Limited, Kandri Mine invites sealed tenders for the below mentioned works from the eligible bidders as per the technical and financial eligibility criteria laid down in the tender documents in one bids. Blank tender forms will be issued from the office of Mine Manager, Kandri Mine, between 09.00 Hrs. to 17.00 Hrs. as per the schedule given below.

Tender documents can also be downloaded from our website www.moil.nic.in

Sr.No.	Name of Work	Tender Amount	EMD Amount (Rs.)
1	Cleaning of Accumulated Sand From -350'L Haulage Road at Kandri Mine	Rs 1,98,720/- (Without GST@18%)	NIL

Work Completion Period: - (27 Days)

Earnest Money Deposit (EMD) paid through NEFT/RTGS on following account:

Payable to MOIL Limited, Kandri Mine, A/c - 37833913421, IFSC - SBIN0000432, State Bank of India, Main Branch, Kingsway Nagpur Branch Distt. Nagpur (Maharashtra).

Bank generated receipt shall be deposited to finance department of Kandri Mine for generate official EMD receipt, Officially generated receipt is the confirmation of tender participation.

Tenders in sealed covers duly super scribed with the Tender Enquiry No. closing date and opening date, along with Bid security / Earnest Money Deposit declaration format (Annexure -A) & applicable for all types of bidders including MSME . The Tenders should be submitted in the office of the Mine Manager Kandri Mine, by the stipulated date as per the details given below.

- 1) **Commencement date of purchase of tenders** : - **19-05-2026 after 14.00 hrs.**
- 2) **Last date of purchase of tenders** :- **03-06-2026 up to 14.00 hrs.**
- 3) **Last date of submission of tenders** :- **03-06-2026 up to 16.00 hrs.**
- 4) **Date of opening of tenders** :- **03-06-2026 up to 16.30 hrs.**

Tender should be submitted in one parts i.e. Part I & Part II on date and time mentioned above. Part I shall consist all general information regarding technical and commercial aspect and part II shall consist of price bid only. Company has right to reject any or all tenders without assigning any reason thereof.

Note :- Company has right to reject any tender having non submission of Technical bid Document , So carefully read the tender document and **Contact to Mining Department of Kandri Mine and once visit to respective site** if there will any enquiry related to tender Document.

Mandatory Information to be filled by Contractor Before submission of tender document:-

Employees Compensation Liability policy No. :

Period of Policy:-

I/We certify that the information of Employees compensation policy is true. Submission of false inform will be considered as cancelation of my tender document and action for future tender submission.

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DEFINITION & INTERPRETATIONS :

In the contract (as hereinafter defined) the following words and expression shall have the meaning hereby assigned to them, except otherwise specified.

1. DEFINITIONS : In the contract (as herein after defined) the following words ,definitions and expressions shall have the meaning hereby assigned to them .Except where the context otherwise requires.
2. Approved means in writings ,including subsequent written confirmation of previous verbal approval and approval means approval in writing including as aforesaid .
3. The "COMPANY" shall mean MOIL Limited, incorporated in India, having their registered office at 1-A, MOIL Bhawan, MOIL Chowk, Katol Road, Nagpur-440 013 and hereinafter referred to as MOIL.
4. "THE CHAIRMAN CUM MANAGING DIRECTOR": shall mean the Chairman & Managing Director of MOIL, or his successors in office, as designated by the Company.
5. "THE CONTRACTOR" shall mean the person or persons, Firm or Company whose tender has been accepted by the Company and includes the contractor's legal representative, his heirs' successors and assignees.
6. "EXCAVATION" shall mean and include all works to be executed in accordance with the contract and shall include all activities such as site preparation, loading & transportation, and unloading at specified locations in the waste dumps.
7. "CONTRACT" shall mean the agreement between the Company and the Contractor for the execution of the works included therein, all documents such as the invitation to tender, instructions to tenderers, general conditions of the contract, time schedules of completion of jobs, drawings, awarding the work etc.
8. Contract price means the sum named in the tender that has been accepted subject to such additions there to or deductions there from as may be made under the provisions of the contract.
9. "CONTRACT DOCUMENT" shall mean collectively the tender documents designs, drawings, specifications and any other documents constituting the tender.
10. "TEMPORARY WORK" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the works.
11. "SPECIFICATIONS" shall mean all directions, written or verbal by the authorized representative of MOIL various technical specifications, provisions and requirements attached to the contract.
12. "PLANS" shall mean and include all maps, sketches, layout and section as are incorporated in the contract in order to define broadly the scope and specifications of the work or works and all reproductions thereof.
13. "SITE" shall mean the lands other places on, under in or through which the works are to be carried out and any other lands or places provided by the Company for the purpose of contract.
14. "NOTICE IN WRITING OR WRITTEN NOTICE" shall mean a Notice in written, typed or printed characters sent to the registered office of the addressee and shall be deemed to have been received in the ordinary course of post by which it would have been delivered.
15. "THE COMPLETION CERTIFICATE" shall mean the certificate to be issued by the designated Mine Manager or his nominee, when the works have been completed to his satisfaction.
16. THE APPOINTING AUTHORITY for the purpose of arbitration shall be the Chairman and Managing Director or any other person so designated by him.
17. THE ACCEPTING AUTHORITY" shall mean the Chairman cum Managing Director of Manganese Ore (India) Limited or his authorized representative.
18. LETTER OF INTENT" shall mean intimation by a letter to tenderer that the tender has been accepted in accordance with the provisions contained in the letter.
19. MINE MANAGER" shall mean DGM (Mines)/AGM(Mines)/Chief Manager (Mines) / Sr. Manager (Mines) etc. designated and authorized to work as a Mine Manager of the respective mine, in terms of the Mines Act.
20. WORK/WORKS" shall mean the works to be executed, in accordance with the Contract and shall include all extra or additional, altered or substituted works, as required, for the performance of the Contract.
21. "Engineer in charge" shall means officer or officers as may be designated Deputed or authorized, by the company for the purpose of this contract and shall include Mine

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Manager/Engineer in charge's representatives.

22. "HOD of the respective department" shall mean the officer so designated shall include any other officer authorized by the company for the purpose of this contract.
23. "Consultant" shall mean the technical person appointed by the company for the purpose of this contract.
24. Duration of contract means the period stipulated in the contract or work order and includes any extended period thereof, if any made by a written communication.
25. Words importing the singular only shall include the plural and vice versa. Where the context requires words importing person only include firms and corporations and vice versa.

GENERAL TERMS & CONDITIONS :-

- (1) Sealed tender with name of work super scribed AS ABOVE are invited from appropriate class of contractors of the MES/CPWD/PWD of Maharashtra State/M.P. State/Public Sector Undertakings/Semi or Quasi Govt.organization/Reputed Private Sector having experience in similar nature of services at least for a period of 3 years. Joint ventures (JV)/Consortium are not permitted in the procurement of services. The tenders will be received at the office of the Mine Manager, MOIL Limited, Kandri Mine upto 16.00 Hours on **03-06-2026**. All the limited tenders/PART I of two bid tenders will be opened at 16.30 Hours on **03-06-2026** in the presence such of those tenderers or their authorized representative, as desire to be present at the schedule time. The PART II, in case of two bid tenders shall be opened on a date, to be intimated, to only those contractors, who qualify the conditions of PART - I. The Company's decision, in this regard, shall be final and binding.
- (2) The services/works are estimated to cost **Rs. 1,98,720.00** approximately excluding of GST tax.
- (3) The works are required to be completed within 10 Days from the date of the work order, allowing a Mobilization period of 07 days or from the date of handing over of the material, by the Mine Manager, whichever is later.
- (4) The Competent Authority shall be the accepting Officer, hereinafter referred to, as such, for the purpose of this contract.
- (5) Tender documents, consisting of plans, specifications, schedule(s) of quantities of the various classes of works, to be done, the conditions of contract and other necessary documents are attached with the tender.
- (6) Tenderers are advised to inspect and examine the site and the surrounding and satisfy themselves before submitting their tenders, as to the nature of ground /dump and sub soil (So far as is practicable), the form and nature of the site, the means of access to the site the accommodation they may require and in general shall themselves obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect their tender.
A tenderer shall be deemed to have full knowledge of site, whether he inspects it or not and no extra charges, consequent upon any misunderstanding or otherwise shall be allowed.
- (7) Submission of the tender by a tenderer shall imply that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done and of conditions and rates at which stores, tools and plant items etc. if any, will be issued to him, by the Company/Corporation and local conditions and other factors bearing on the execution of the services/ works.
- (9) The tenderer should quote in figures as well as in words rate(s) tendered. The amount for each item should be worked out and the requisite total given. Special care should be taken to write rates in figures as well as in words and the amounts in figures only in such a way that any ambiguous interpretation is not possible. The total amount shall be written both in figures and in words. In case of figures, the words Rs. Should be written before the figure of Rupees and the words paisa after the decimal figures e.g. Rs. 2.15 P. and in case of words, the words Rupee should precede and the words paisa should be written at the end. Unless the rate is in whole rupees and followed by the words only, it should invariably be up to two places of decimal. No overwriting shall be allowed. However, in case of corrections, the amount in words and figures should be cut and rewritten, only countersigned in each case. In case of any discrepancy in rates and amounts, the tendered unit rates only shall be taken into account for final calculations for the ranking of the tenderers.
- (10) i) In case of Limited tenders, the tenderer should submit the tender in two parts i.e. Part I and Part II. Part I shall consist of general information regarding technical and commercial aspects and Part II consists of price bid only.
ii) Mode of submission: The tenders should be submitted in two parts viz. Part I & Part II in two separate sealed envelopes, duly super scribing the tender reference, name of work and the opening

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date & time. The full name and the postal address of the tenderer should be written in the bottom left hand corner on each of the sealed envelopes, duly identifying the tender enquiry. Further, envelopes containing each part shall be super scribed as under:-

- a. Part I - Technical and Commercial aspects.
- b. Part II- Price portion of the offer.

Further both the envelopes containing Part I and Part I shall be put in a bigger envelope which shall be duly sealed and super scribed with the following :-

- a. Tender enquiry No.
- c. Whether the envelope contains both the Part I & II – Yes/No
- d. Name of the tenderer.
- e. In case of limited tenders also, the tenderer shall submit the tender in two parts only. The price bid is to be submitted in a separate envelope.

(11) The tenders for the services shall not be witnessed by the contractor or contractors who himself /themselves has/have tendered or who may have tendered for the same services .Failure to observe this condition shall render the tender of the contractor ,tendering as well as of those witnessing the tender ,liable for rejection.

(12) The tenderers are advised to submit quotations based on the terms and conditions and pacifications contained in the tender document and not to stipulate any condition of their own. Any tenderer doing so shall be at his own volition and may render the tender liable for rejection.

(13) Any taxleviable in respect of this contract shall be payable by the contractor and the company will not entertain any claim whatsoever in this respect.

(14) On completion of the services ,all rubbish ,brick-bats etc. shall be removed by the contractors at their own expenses and the site cleaned and handed over to the company. .

(15) The successful tenderer shall arrange to obtain the appropriate license of the competent Authority under the contract labor (Regulation & Abolition Act 1970 within fifteen days of the placement of the services order. In case of failure of the contractor to maintain a valid license during the period of operation of this contract he will render himself liable for immediate termination of thr contract without any ,compensation apart from being called labour authorities.

(16) The rate must be inclusive of all taxes payable against the State Govt./Central Govt. statutory notification ,wherever applicable.

(17) No escalation will be payable ,as a result of State/Central Govt. notification or any other account ,during the currency of the contract ,unless specifically provided for ,in the contract.

(18) This notice of tender shall from a part of agreement between MOIL and successful contractor for the purpose of this contract.

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

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

(21) Bidders are required to submit copy of the PF registration duly allotted to by Regional Provident Fund Commissioner .In case the tenderer does not possess the PF registration number of value not less than Rs. 100/- stating that within one month from the date of issue of letter of intent /Letter of award of contract Tenderer shall obtain PF code Number and submit a copy of the same to MOIL.

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

(23)In case of item rate tenders, rates quoted shall be considered. Further, rebate/discount if any may be included in tender documents and will be considered for comparative statement. Corrections, if any, shall be duly authenticated by countersignature. In case of any discrepancy of discount / rebate, the % age offered or amount calculated thereof (in words / figures), whichever is higher, shall be taken into account for finalization of the tender.

(24) The tenders for the works shall not be witnessed by the contractor or contractors who himself / themselves have / have tendered or who may have tendered for the same works. Failure to observe this condition shall render the tender of the contractor, tendering as well as of those witnessing the tender, liable for rejection.

(25) Tenders in sealed covers duly super scribed with the Tender Enquiry No. closing date and opening date, along with Bid security declaration format (Annexure –A).

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(26)MOIL Limited does not bind itself to accept the lowest tender and reserves the right to accept / reject and / or split any or all tenders, without assigning any reasons, whatsoever.

(27) Late or delayed tenders i.e. tenders received after the stipulated time shall not be entertained, irrespective of reasons thereof.

(28) In case of contracts for civil works, exceeding Rs. Five Lakhs, the contractor whose tender has been accepted, shall execute an agreement, in the prescribed Moil's "C" Form within a fortnight, of the date of communication of the acceptance of his tenders. In the event of failure to do so, the earnest money shall be liable to be forfeited.

(29) In case of contract exceeding Rs. 10.00 Lakhs, the contractor whose tender has been accepted, shall create an agreement on Rs. 100.00 non judicial stamp paper in Moil's prescribe format with in fortnight, of the date of communication of the acceptance of his tenders.

(30) Security Deposit;

a.)The tenderer whose tender is accepted shall permit the Company at the time of making any payment to him, for work done under the contract, to deduct towards Security Deposit an amount equal to 5% of the value of the contract. b) The Security Deposit shall be held by the Company until six months after the completion of the work and shall be refundable to the Contractor, only after adjusting any amounts that may be due to the Company, from the Contractor in respect of this /any other contract .The security deposit shall not bear any interest. c) Without prejudice to its right of indemnity for all statutory and financial liabilities, the Company reserves the right to forfeit in full or in part, the Security Deposit, in the event of nonperformance / noncompliance with any provisions of the Contract, by the Contractor, other than Force Majeure reasons.

31.The tenderer shall submit the tender satisfying each and every condition laid down in the notice, failing which, the tender will be liable to be rejected. All the columns in schedules / performs shall be duly filled-in. In case of any significant column found blank, the T.P.C. may seek clarification from the tenderer.

32. i) The Company reserves the right of accepting the tender either in whole or part, and the tenderer shall be bound to execute the same at his quoted rates.

ii) The Company also reserves the right to relax the qualifying requirements, in the deserving cases.

33. The company shall return the earnest money where applicable to every unsuccessful tenderer only after final decision on the award of the tender has been taken.

34. Every page of the contract document shall be signed by the tenderer.

35. On completion of the work, all rubbish, brick-bats etc. shall be removed by the contractors at their own

expenses and the site cleaned and handed over to the Company.

36.NON SCHEDULE ITEMS OF WORKS:-

During the execution of the works in the event of certain changes or alterations of the drawings or specifications

or certain items being added or deleted from the original schedule, it shall be binding on the contractor to

execute these works as per directions.

(37) **VALIDITY OF OFFER:-** Each tenderer shall keep his offer open for a period of at least six months from the date

of opening of the tender and in the event of the tenderer withdrawing the offer before the aforesaid period, for

any reason, whatsoever, the earnest money deposited by the tenderer may be forfeited.

(38) **SUB LETTING:-** The contractor shall not sublet or assign to any party or parties, the whole or any portion of the work, under the contract, without the written permission of the employer. The employer may grant such permission only after ascertaining that the work for subletting is technically superior natures, necessitating an expert agency, adopt such works.

(39) **FAILURE OF CONTRACTOR:** If the Contractor fails to complete the works, and as a result, the order is cancelled, the amount due to him, on account of work executed by him, if payable, shall be paid to him, only after due recoveries, as per the provision of contract, and only after alternative arrangement to complete the work have been made, at the price risk of the contractor.

(40) **LIQUIDATED DAMAGES:** a) In case of delay in completion of the contract, Liquidated Damages (L.D) may be levied at the rate of ½ (half) % of the Contract Price per week of delay for uncompleted /balance part of contract quantity, subject to a maximum of 10% of the contract price.

b) However, the Competent Authority may at his discretion allow further extension of time with or without levying of L.D.

c) The Competent Authority, if not satisfied with the progress of the work and in the event of failure of the contractor to recoup the delays, in the mutually agreed time frame, may terminate the contract and in such event The Company shall be entitled to recover L.D up to 10% of the contract value and forfeit the security deposit made by the contractor, besides getting the work completed by other means at risk and cost to the contractor.

(41) **FORCE MAJEURE CLAUSE:**

a) If at any time during the currency of this contract, the performance in whole or in part, by either party, of any obligation under this contract, shall be prevented or delayed by reasons of war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemic, quarantine restrictions, acts of State or other Acts of God, hereinafter referred to as eventualities, then, provided notice of happenings of any such eventuality is given by either party to the other, within 15 days from the date of occurrence thereof, neither party shall be reason of such eventuality be entitled to terminate this contract, nor shall either party have any claim for damages against the other, in respect of such non-performance of delay in performance and work under this contract shall resume as soon as practicable after such eventuality has to be resumed shall be final and conclusive.

b) One or both parties be prevented from fulfilling their contractual obligations by a state of force-majeure lasting continuously for a period of at least three months, the two parties should consult each other regarding further implementation of the contract, provided always that if no mutually satisfactory arrangement is arrived at, within a period of a month, from the expiry of three months referred to above, the contract shall be deemed to have expired at the end of the said 4th month referred to above, in which event the liability under the contract shall be settled taking into consideration the work carried out by the contractor upto the expiry date without prejudice to the rights of employer arising prior to the expiry date

c) If there are any Judicial Pronouncement /Statutory notifications /orders, the employer reserves to him self the right to withdraw partly or fully any items of work as required for compliance of such orders without any financial claim on this account by the other party.

(41) **TERMINATION OF CONTRACT:** -

(a) MOIL Limited reserves the right to terminate the contract, in full or in part, if:

(b) The contractor defaults in proceeding with the works due to lack of diligence and / or in complying with any of the terms & conditions, stipulated in the contract.

(c) The contractor fails to complete the works, as per the scheduled contract, before stipulated date of Completion.

(d) The contractor or Firm or any of the partners represented by the contractor, in the subject contract is adjudged as Insolvent by the concerned authority.

I The contractor assigns / transfers / sub-lets the entire work or a portion thereof without the approval of the Accepting authority.

(f) The contractor offers to give or agrees to give, in person of the Company's service or gift or any other consideration, as inducement or reward for seeking benefits in the contract.

(g) The Contractor fails to complete the works, as per the scheduled contract, before stipulated date of Completion.

(h) Termination of the contract in full or part – The officer in charge shall determine the amount, if any that is recoverable from the Company, for the completion of the work, together with penalties and loss or damage, suffered by the Company as a result of the above termination.

(i) The amount so worked out by the officer in charge, shall be recovered from moneys, due to contractor, on any account and if such moneys are not sufficient the contractor shall be called to pay the same within 30 days.

(j) If the contractor fails to pay to the Company, the required sum within the stipulated period of 30 days, the officer in charge shall have the right to sell part or all of the materials / plant / equipment

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/ implements / temporary buildings etc., belonging to the Contractor and apply the proceeds of the same thereof, towards the satisfaction of any sum due from the contractor. Any sum from the above proceeds in excess of the amount due to the Company and any unsold materials / plant, implements, temporary buildings etc. shall be repaid to the contractor, provided always that if cost or anticipated cost of the completion by the company of the work or part is less than the amount which the contractor should have been paid had he completed the work.

- (k) MOIL reserves the right to seek clarification from the bidder, including detailed price analysis of its Bid Price in relation to scope, schedule, allocation of risks and responsibilities, etc., in case of abnormally low bids. After evaluating the price analysis, if it is determined that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, MOIL may reject the bid.

(42.) TERMINATION OF CONTRACT, ON DEATH: -

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies or if the Contractor is a partnership concern and one of the partners dies, then unless the Accepting Authority is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in case of partnership, the surviving partners are capable of completing the contract, the Accepting Authority shall be entitled to cancel the contract, as to its uncompleted part, without the Company in any way being liable to payment of any compensation to the estate of the deceased Contractor and / or to the surviving partners. In the event of such cancellation, the Company shall not hold the estate of the deceased Contractor and / or the surviving partners of the firm liable in damages for not completing the Contract.

(43) FORECLOSURE:-

If at any point of time, after the acceptance of the tender, the Company decides to abandon or reduce the scope of the contract work, for any reasons whatsoever, the Officer in Charge shall give notice in writing, to that effect to the Contractor and the Contractor shall have no claims to any payment, on account of compensation or on account of profit advantage, that he would have derived by way of execution of work, but could not do so, because of foreclosure. However, the Contractor shall be paid at contract rates, full amount for works executed at site and a reasonable amount as certified by the officer in charge, for the items mentioned hereunder, which could not be utilized, on the work to the full extent, because of foreclosure. Any expenditure incurred on preliminary site work e.g. temporary access roads, accommodation, and water storage tanks etc.

- a) The Co. shall decide whether to take over any of the Contractor's materials or any part thereof, whose supply was accepted at site, provided however, that the Co. shall take over only such materials or part thereof, as the Contractor does not desire to retain. The cost of such materials that shall be paid to the Contractor shall take into account purchase price, cost of transportation.
- b) For Contractor's materials, not retained by the Co. reasonable cost of transporting such materials from site to permanent stores of the Contractor or to his other works, whichever is less shall be paid to him.
- c) If any materials supplied by the Company to the Contractor are rendered surplus, the same shall be returned by the Contractor to the Company at rates, at which they were originally issued and a reasonable cost on account of Transportation from the site to the stores of the Co.
- d) The Co. shall pay to the contractor, a reasonable Compensation for transfer of T & P items from site to Contractor's permanent stores or to his any other work site, which ever is less.

(44) DISPUTE AND ARBITRATION:-

Any dispute and differences arising out of or in any way touching or concerning this Agreement /contract/tender whatsoever (except as to any matter, the decision of which is expressly provided for in the agreement /contract/tender) shall be referred to Sole Arbitrator appointed by CMD MOIL Limited. The arbitrator shall enter the reference and conduct his proceeding according to provision of the Arbitration & Conciliation Act 1996 as amended till date. The Award of such an Arbitrator shall be final and agreement /contract/tender that in the event of such an Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the parties at the time of such transfer, vacation of office or inability of the Arbitrator to act shall appoint another person to act as an Arbitrator. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this Agreement /contract/tender that no person other than a person so appointed, as aforesaid, shall

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act as an Arbitrator and if for any reason that is not possible the matter is not to be referred to the arbitration at all. Provided further that the Arbitrator may, from time to time, with the consent of the parties enlarge the time for making and publishing the Award. The costs of and in connection with the arbitration shall be in the discretion of the Arbitrator, who may make a suitable provision for the same in his award. All disputes relating to this agreement /contract/tender, shall be limited to the jurisdiction of the court at Nagpur Bench of Bombay High Court.

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

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

(46) **SUB CONTRACTING** a) If a contractor submits his bid, qualifies and does not get the contract because of his being, not the lowest, he will be prohibited from working as a subcontractor for a contractor who is executing the contract.

(b) Canvassing in connection with the tender, in any form is strictly prohibited and the tenderers by such contractors who resort to canvassing, will be liable to rejection.

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

(d) Requisite deduction shall be made from the bills towards Income Tax at the rate of 2% or as per the rates, as Applicable from time to time.

(47) **DEVIATION:** Deviations sought by the bidder whether they are commercial or technical must only be given within the schedule, prescribed for them. Any willful attempt by the bidders to camouflage the deviation, by giving them in the covering letter or in any other documents, than the prescribed schedules may render the bid itself non-responsive

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

(49) **STATUTORY RULES & REGULATIONS:** (a) The contractor will abide by all the laws of the land applicable to this type of job.

(b) In respect of the employees engaged by the contractor, the contractor will be "EMPLOYER" defined under various Acts Rules and regulations in relation to the nature of work involved. The person engaged by the Contractor for the work shall be under the contractor directly and there shall be no Employer and Employee relationship between the contractor's employees and the company.

(c) The contractor will be responsible for payment of compensation caused to all his employees or caused by his employees /machines to others due to any incident / accident. In case of occurrence of any accident it should be brought to the notice of the Management with immediate effect.

(d) The contractor shall be solely responsible for compliance with all labour laws, Payment of Wages Act 1936, Employees Provident Fund Act, Payment of Gratuity Act 1972, Workmen Compensation Act, Works Contract Act, Sales Tax Act, Minimum Wages Act 1948, Industrial Dispute Act 1947, Contract Labour (Regulation & Abolition) Act 1970, Equal Remuneration Act 1979, Childlabour (Prohibition & Regulation) Act 1986, Mines Act 1952, Mines Rules 1955, Metalliferrous Mines Regulation 1961, Explosives Act, Turnover Tax Act (where ever applicable) and other relevant Central / State Govt. Rules etc.

The Contractor shall at his own cost and time, rectify all the defects/violations pointed out by such statutory authorities, such stoppage of work shall not be taken as a valid reason for not achieving the targets and the company shall be free to impose penalty, stipulated, in the tender document. The contractor shall defend indemnify and hold the company harmless from any liability or penalty which of any assorted violation, by the contractor and also from all claims suites or proceedings, that may be brought against the company.

SEAL AND SIGNATURE OF THE BIDDER

(50) FINANCIAL REQUIREMENT & QUALIFYING CRITERIA :

1. The tenderer should submit the following, along with the PART I of the tender.

(A) Income Tax return for Assessment year AY-2021,AY-2022,AY-2023.

(B) Average Annual financial turnover of related services during the last years(i.e. FY-2021,FY-2021 and FY 2022) ending 31st March of the previous financial year, should be at least 30%(thirty percent) of the estimated cost.

I Audited balance Sheet & Profit & loss account during the last three years.

(D)For proof of Turnover, the certificate issued by practicing Chartered Accountant or Cost Management Accountant (with Membership number, Firm Registration number & UDIN) certifying the annual turnover be submitted.

I Equipment Capabilities :

The applicant should own, or have assured access (through hire, lease, purchase agreemen, other commercial means) to the specified key items of equipment, in full servicing order, and satisfy that, based on known commitments; it will be available for timely use on the proposed contract.

2. The party will be considered for the award of the Services, and for qualifying in PART-II of the tender, only if

(a) The bidder must have at least three years' experience (ending month of March prior to the bid opening)of providing similar type of services to Central /State Government /PSUs/Nationalized Banks/Reputed Organizations. Services rendered with list of such Central/State/ PSUs/ Nationalized

Banks with duration of service shall be furnished.

(b) The bidder must have successfully executed/completed similar Services (work order & its completion certificate to be submitted), over the last three years i.e. the current financial year and the last three financial years: -

Three similar completed services each costing not less than the amount equal to 40% (forty percent of the estimated cost: or

Two similar completed services each costing not less than the amount equal to 50% (fifty percent) of the estimated cost: or

One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

In case services is executed for private parties. self-certified copy of relevant Tax Deduction at Source (TDS) Certificate issued by the deductor should be submitted by the tenderer along with relevant services order to enable ascertaining scope of services in addition to satisfactory services

completion certificate from the party. In addition to above, if required, MOIL shall be at liberty to seek independent confirmations from concerned party to ascertain the veracity of the particulars

submittedincluding scope of services and the bidder should have no objection to seeking such Confirmations. Details of Similar Services: -----

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

(52) The contractor shall submit the list of equipment which will be used by contractor for execution of Services.

(53) The contractor shall carefully read terms and conditions. Each bidder shall keep his offer open for a period of at least four months from the date of opening of the tender and in the event of the bidder Withdrawing the offer before the aforesaid period, for any reason, whatsoever, the earnest money deposited by the bidder may be forfeited.

(54) **PAYMENT OF BILLS:** a) The running bills shall be submitted by the Contractor, normally at monthly intervals, for the work executed, as certified by the Officer-In Charge.

b) The final bills shall be submitted by the Contractor within three months of the completion of works and no further claims shall be made by the contractor, after submission of the final bill. Any such additional bill shall be deemed to have been waived or extinguished.

c) RTGS/E-Payments: Real time Gross Settlement shall be encouraged

55. WATER SUPPLY:

The contractor will have to make his own arrangement for supply of water to the work site, including that required for dust suppression on haul roads. All pumping installation/pipelines networks, a sand when required will have to be carried out by the contractor at his own cost.

Alternatively the Company at its discretion may Endeavour to provide water to the Contractor at the Co.'s source of supply, from where he shall arrange for its transportation to places of use, with the prior approval of the Mine manager.

However, the Company does not guarantee the supply of water and this shall not relieve the contractor of his responsibility for making his own arrangement and for timely completion of the work as stipulated in the schedule.

56.. **POWERSUPPLY:** Subject to availability, the Company will supply power at one common point,

from where the contractor will make his own arrangement for temporary distribution. The contractor shall also provide suitable electric meter, fuses, safety appliances, switches etc. for the purpose of to the company, in lieu of the power so consumed, at his own cost. These shall be under the custody and control of the Company. The cost of the power supply shall be payable to the Company, every month, at such rates, as fixed by the Company, from time to time, and would be deducted from the running bills of the Contractor.

The Company does not however guarantee the supply of electricity and no compensation for any failure of short supply of electricity will be entertained and this shall not relieve the Contractor of his responsibility for providing the needed power supply and for timely completion of the work, as stipulated in the contract. Arrangement for adequate lighting, at the work site shall also be made by contractor.

57. **PLACES FOR OFFICE AND STORES:** The contractor shall have to make his own arrangement,

in respect of his office, stores workshop residential accommodation etc. For his supervision/ managerial staff etc. The Mine Manager may render necessary assistance in this regard, to the extent possible subject to availability, on payment basis.

58. **MATERIALS FOR USE IN THE WORK:** The materials intended to be used in the work shall be got

approved by the Operating Authority. For this all the samples shall be furnished to the Operating Authority sufficiently in advance. Materials ordered and brought to site shall conform to the approved

samples. One set of the approved samples shall remain with the Operating Authority and will be returned to the contractor after maintenance period in terms of the contract is over. All materials of construction and workmanship shall conform to the latest relevant Indian Standards. In case any materials or workmanship is not covered by the Indian Standard, latest CPWD specifications and subsequent amendments thereof shall apply. For Road work, latest specifications issued by Indian Road Congress (IRC) shall be followed.

59. PENALTY: In the event of placement of order the successful tenderer fails to execute the works 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 executing the works from other sources which may be without notice.
- (e) Removal of tenderer's name from the Company's approved list of tenderer
- (f) Recovery of liquidated damage
- (g) Recovery may be from any of the pending bill(s) of the supplier now or in future as the case may be.

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

(i) HAND OVER WORK SITE FOR CONSTRUCTION: Time period given to Contractor is considered as to do not disturb the production & transportation activity inside the mine premises therefore he is liable to start the work after mobilization period. Construction site will be hand over to contractor as per work execution plan submitted by his own and corrected at Mine level for to smooth working on Contractor as well as Employer side. Work plan shall be made with mutual discussion with authority at Mine Level. Delay to start the work is Contractor own responsibility and site is handed over to Contractor as per work execution plan started from schedule date of

commencement. Company has not binded to hand over complete site to contractor and Site handed over to contractor as considering the Schedule date of Commencement.

- (j)** Before commencement of the work ,the successful bidder is required to submit the documentary proof of Insurance policy for the entire period of the work under the provision of Employee Compensation Act 2010 /ESI (Employee state Insurance Act. 1948) and as amended from time to time for the number of workers proposed to be deployed for execution of the subject work to the Mine Manager/Executing officer.
- (k)** During the execution of work, the contractor shall maintain the register of wages paid to employees/workmen on account of National Holiday and shall submit the copies of the same with the Mine manager along with monthly running bills, failing which appropriate deduction shall be made from contractor's bills and shall be paid to contract workers by the company. (ED(PR)/HO/18-19/56 DT. 06.09.2018)
- (l)** MOIL reserves the right to seek clarifications from bidder ,including detailed price analysis of its bid price in relation to scope ,schedule allocation of risks and responsibilities, etc. in case of abnormally low bids .After evaluating the price analysis ,if it is determined that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price ,MOIL may reject the bid. (PUR/MOIL/C-7(1)/408-M DT.11.12.2020)
- (m)** The Bidder along with its associate /collaborators /sub-contractors/sub -vendors/consultants /service providers shall strictly adhere to MOIL.s fraud Prevention Policy displayed on MOILs Website and shall immediately bring to the notice of MOIL Management about any fraud or suspected fraud as soon as it comes to their notice.
- (n)** New Contractors who are not enrolled in SAP/ERP system of MOIL ,shall abide by all the rules laid down in connection to following of policies framed for execution of SAP/ERP system ,in MOIL Limited New vendors ,contractors shall submit all the documents required for execution and registration in SAP/ERP system failing which they may be barred from quoted tender and MOIL reserves all the rights to do so for all future or part tenders as deemed necessary by the Management of MOIL.
- (o)** "All other general terms and condition mentioned in Purchase & Contract Manual of MOIL pertaining to works will be applicable"

Seal and Signature of the Contractor
(or his authorized representative)

For and on be half of
MOIL Limited
(Authorised Signatory)
MINE MANAGER
KANDRI MINE

:: DECLARATION ::

I) I/We certify that I/We did not retire as an employee (s) MOIL or any Public Sector under taking during the last two years. I/We also certify that I/We have neither such a person under my/our employment nor shall I/We employ any such person within two year so this retirement from MOIL or any other Public Sector Undertaking sex cept with the prior permission of MOIL.

II) I/We certify that none of the Partner/Directors retired as an employee of MOIL or any other Public Sector Under takings during the last two years. I/We also certify that in case of any such person is proposed to be inducted by us as Partner/Director sprior permission of MOIL will be obtained.

III) I/We also certify that we do not have in our employment any person, dismissed from service, by MOIL or any other Public Sector Undertaking. Incase such a person is proposed to be employed by Me /us in future, prior permission of MOIL would be obtained.

IV) I/We assure you to provide the quality work at site as per specification given in Schedule of Work and to submit the testing reports as per the direction given by Engineer in Charge. I am completely liable to provide the quality work, if there are any inferior quality of work then Company has right to rejection and non- payment of work.

V) I have read the above instructions as well as the contents of part-I of the tender and understood the same. In acceptance there of, I sign here under.

VI) I/We declare that I or none of our partners are relative of any executives of MOIL nor shall I/We Employ any person/ firm having such relation to execute the contract.

VII) I/we agree to comply all there commendations of 10th conference on safety in Mines.

VIII) I/ We agree to Non Compliance of Sr. No. I to VII and NIT clauses will terminate contract Agreement and Company has right to blacklist from Organization.

Authorized signatory with Seal of the Contractor

Full Address :-

Dated :-

KANDRI MINE
Schedule of Work

Sr. No.	Description	Unit	Qty	Rate (Rs.)	Amount (Rs.)
1	Cleaning od Accumulated Sand From -350'L Haulage Road at Kandri Mine	M3	540		
TOTAL					
GST @ 18%					
Grand Total					

- "I/We declared that I or non of our partner are relative of any Employee of MOIL nor shall
- I/We Employee any person / firm having such relations to execute the relation."
- I/we declared that I or none our partner are relative any EXECUTIVE working in MOIL.

SIGNITURE AND SEAL OF CONTRACTOR

PAN NO.

SEAL AND SIGNATURE OF THE BIDDER