

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687791574046

अनुबंध तिथि | Contract Generated Date : 25-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4769201](#)

संगठन विवरण   Organisation Details		खरीदार विवरण   Buyer Details	
प्ररूप   Type :	Central PSU	पद   Designation :	Sr Steno
मंत्रालय   Ministry :	Ministry of Steel	संपर्क नंबर   Contact No. :	-9960169941-
विभाग   Department :	MOIL Limited	ईमेल आईडी   Email ID :	vinaywagh@moil.nic.in
संगठन का नाम   Organisation Name :	MOIL Limited	जीएसटीआईएन   GSTIN :	-
कार्यालय क्षेत्र   Office Zone:	MOIL Limited	पता   Address :	MOIL LIMITED, MOIL BHAWAN, 1-A, KATOL ROAD,NAGPUR-440013, NAGPUR, MAHARASHTRA-440013, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail		भुगतान प्राधिकरण विवरण   Paying Authority Details	
आईएफडी सहमति   IFD Concurrence :	No	Role:	PAO
प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval:	Director Commercial	भुगतान का तरीका   Payment Mode:	Offline
वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval :	Director Commercial	पद   Designation :	Chief Manager Finance
		ईमेल आईडी   Email ID :	sawaip.cai@moil.nic.in
		जीएसटीआईएन   GSTIN :	27AAACM8952A1ZL
		पता   Address:	MOIL LIMITED, MOIL BHAWAN, 1-A, KATOL ROAD,NAGPUR-440013, NAGPUR CITY, MAHARASHTRA-440013, India

परिषेती विवरण   Consignee Details		
क्र.सं.   S.No	परिषेती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : 750-9547150- ईमेल आईडी   Email ID : neerajsahu@moil.nic.in जीएसटीआईएन   GSTIN : 27AAACM8952A1ZL पता   Address : PO:SITASAONGI, TAH:TUMSAR, 1,TUMSAR KATANGI ROAD,SITASAONGI,DIST:BHANDARA,MAHARASHTRA,441907, BHANDARA, MAHARASHTRA-441907, India	Goods Transport Services - Per MT - Transportation of sand free of pebbles of 12 mm above size from Bawanthadi sand ghat of MOIL Limited situated on Bawanthadi river to sand stowing plant at Chikla Mine including loading of sand into tractor by manu..

सेवा प्रदाता विवरण   Service Provider Details	
जेम विक्रेता आईडी   GeM Seller ID :	E6Q3210002887947
कंपनी का नाम   Company Name :	ARIHANT INFRAWORKS PRIVATE LIMITED
संपर्क नंबर   Contact No. :	09175945568
ईमेल आईडी   Email ID :	arihantipl@yahoo.co.in
पता   Address :	C-15 First Floor,Anjuman Complex,Magalwari Road,Sadar, Nagpur, MAHARASHTRA-440001, -
एमएसएमई सत्यापित   MSME verified :	No
एमएसएमई पंजीकरण संख्या   MSME Registration number :	UDYAM-MH-20-0039017
एमएसई सामाजिक श्रेणी   MSE Social Category :	General
एमएसई लिंग श्रेणी   MSE Gender :	Male
जीएसटीआईएन   GSTIN:	27AAHCA3653R1Z3 (R)

\*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

## सेवा विवरण | Service Details

सेवा प्रारंभ दिनांक (नवीनतम)   Service Start Date (latest by): 26-Jun-2024	सेवा समाप्ति तिथि   Service End Date : 10-Aug-2025
श्रेणी नाम   Category Name : Goods Transport Services - Per MT	

बिलिंग चक्र  Billing Cycle: monthly			
विवरण  Description		Weight of the consignment in MT/KL	Rate per MT/KL inclusive of GST
District	NA	75,000	231.06
Size / Weight of vehicle	Medium Tipper		
Type of Truck	Tipper/Dump Truck		
Zipcode	NA		
Area of			

Operation	Plains		
Nature of Goods	Transportation of sand free of pebbles of 12 mm above size from Bawanthadi sand ghat of MOIL Limited situated on Bawanthadi river to sand stowing plant at Chikla Mine including loading of sand into tractor by manual means unloading at the bank sa, Construction Material		
कुल राशि (सूत्र)   Total Amount (Formula) : (Rate per MT/KL inclusive of GST*Weight of the consignment in MT/KL)			
ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)			17329500
कुल ऐडऑन मूल्य   Total Addon Value(INR)			0
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)			17329500
अनुबंध की राशि  Amount of Contract			
सभी शुल्क और करों सहित कुल अनुबंध मूल्य  Total Contract Value Including All Duties and Taxes(INR)			17329500
एसएलए विवरण  SLA Details			
<h2>1 Agreement Overview</h2> <p>This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between the buyer and Goods Transportation service provider. Service provider will provide transportation of various type of goods/cargo via road where the transport route including Point of Pick-up (POP) to Pont of Delivery (POD) is known all around the county for the required Truck per trip. This Agreement outlines the scope of work, buyer’s obligations, special terms and conditions related to service delivery and payment of services for mutual understanding of the stakeholders. The Agreement remains valid till completion of scope of services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.</p> <p>The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:</p> <ol style="list-style-type: none"><li>General terms and conditions for Services;</li><li>Service Specific STC of the Services contracts shall include the service level agreement (SLA) for the service;</li><li>BID / Reverse Auction specific ATC.</li></ol> <p>The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider. The service will be provided in bid only mode.</p>			
<h2>2 Objectives and Goals</h2> <p>The objective of this agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to buyer by service provider. The goals of this agreement are to:</p> <ol style="list-style-type: none"><li>Provide clear reference to service ownership, accountability, roles and responsibilities of both parties</li><li>Present a clear, concise and measurable description of services offered to the buyer</li></ol> <ul style="list-style-type: none"><li>Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified</li></ul> <ol style="list-style-type: none"><li>To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons</li></ol> <p>The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders.</p>			
<h2>3 Parties to the Agreement</h2> <p>The main stakeholders associated with this agreement are below-</p> <ol style="list-style-type: none"><li><b>Buyer:</b> Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed</li><li><b>Service Provider:</b> Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement</li></ol> <p>The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level/ penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders have read and understood the same before signing the document.</p>			
<h2>4 Scope of Services</h2> <p>This service deals with transportation of various type of goods/cargo via road where the transport route including Point of Pick-up (POP) to Pont of Delivery (POD) is known all around the county for the required Truck per trip. The Transportation cost per trip for the truck is for the specified Destination (Pick up and Drop Location) as determined by buyer.</p> <p><b>Nature of Goods:</b> Under this Service Buyer can transport their Goods based on the selection from the pre-defined list which include Household/Office, Agricultural, Petroleum/Oil, Open Gas, Packed Gas, Packed Water, Packed Milk, Open Water, Open Milk, Food Grains, Vegetables, Meat, Construction Material, Vehicles, Textile Goods, Machinery &amp; Equipment, Dangerous/hazardous, Fragile, Foods Items, Cotton, Livestock, Coal/As, Oil And Gas for Goods like Valuable goods requiring High Security, Heavyweight/Over Dimensional Cargo and customized goods buyer has to specify the other details required.</p> <p><b>Transport Route:</b> Under this service based on the Trip for Transporting Goods buyer has to determine the Point of Pick-up (POP) to Pont of Delivery (POD)for the Truck under which buyer should know the complete start and end location address along with State, City &amp; Pin code</p> <p><b>Types of Truck:</b> Under this service there are multiple Type of trucks based on their carrying capacity and dimensions which buyer require and also buyer can opt for customized is the required truck is not in the predefined list. Under Predefined list following trucks are mentioned in the service - Pickup Truck, Open Body LCV Truck, Open Body Taurus, Closed Body LCV Truck, Containerized Truck, Cement Mixer, Refrigerated Truck, Milk Tank Truck, Water Tank Truck, Tipper/Dump Truck, Platform Truck, Flatbed Truck, Oil/Gas Tanker Truck.</p> <p><b>Loading:</b> Under this Service Buyer other than Transporting the goods can also ask for additional service for loading of Goods in the truck from the pickup location.</p> <p><b>Unloading:</b> Under this Service Buyer other than Transporting the goods can also ask for additional service for unloading of Goods from the truck to the delivery location.</p> <p><b>Tracking System (GPRS):</b> Under this Buyer can ask for the tracking option for the Truck which is carrying their Goods.</p> <p><b>Transit Insurance:</b> For every Nature of goods buyer can choose for the Transit Insurance under which their goods while be insured for the transportation based on the Terms and Condition defined in the Service Level Agreement.</p>			

**Customization during Bid:** For the Various parameters that need to added in the bid required details from the buyer are as follows

At this stage of the bid, the buyer while selecting the Transit Insurance option in Add ons then following details to be provided by Buyer

For Transit Insurance

1. Nature of Goods with all the specifications -
2. Determine the State of Goods for Insurance -
3. Value of Goods -

While choosing Valuable goods requiring High Security in Nature of Goods then following details to be provided by Buyer

Under Nature of Goods for Valuable goods requiring High Security

1. Scope of Service -
2. Service Provider Responsibility -
3. Buyer Responsibility -
4. Size of Goods -
5. Weight of Goods -

While choosing Heavyweight/Over Dimensional Cargo in Nature of Goods then following details to be provided by Buyer

Under Nature of Goods for Heavyweight/Over Dimensional Cargo

1. Scope of Service -
2. Service Provider Responsibility -
3. Buyer Responsibility -
4. Size of Goods -
5. Weight of Goods -

While choosing Customized in Nature of Goods then following details to be provided by Buyer

Under Nature of Goods for Customized

1. Scope of Service -
2. Service Provider Responsibility -
3. Buyer Responsibility -
4. Size of Goods -
5. Weight of Goods -

## 4.1 Service Details and Standards

1. Service provider shall abide at all times by the all existing labor enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labor law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labor law in future either by the State or the Central Government or the local authority
2. The manpower deployed should maintain polite & courteous behavior towards the buyer. "Misbehavior" which may include, but not limited to, consumption of alcohol during or prior to duty, denial of duty during service hours as defined by user, use of abusive language, theft, shall attract penalties as per provisions of the contract.

## 4.2 Service Assumptions

1. The Service Provider shall not sublet any part of the Contract. The Service Provider may act as an aggregator of manpower to be provided. However, it is the Service Provider who shall be responsible and liable to deliver the services as per the contract.
  2. Sufficient availability of the Transport for supply of Goods or materials
- Least turnaround time; and scheduling supply of Goods;
1. The Service Provider is required to transport the Goods as per the Buyer's requirement, as indicated in the contract
  2. Selected Service Provider will work with the Buyer to determine any required modifications/ amendments to render Goods Transport Service.
  3. Seamless coordination in terms of transport from point of dispatch to point of delivery of goods
- All vehicles required for operations shall be mounted with GPS Tracking System.

## 5 Service Provider's Obligation

1. The Service Provider shall not transfer or assign or sublet any part of the service once agreed or any share or interest here in any manner or degree directly or indirectly to any person, firm or corporation whatsoever.
  2. The Service Provider should cater to the requirements in compliance to the selected specifications by the Buyer for Goods Transportation services.
- The Service Provider must own vehicles as per the buyer's requirement with necessary documents viz -a- viz license, registration & road permit in their name to facilitate

quick transportation.

- The contract price is inclusive of all applicable taxes, duties, and local levies if any. However, Toll charges/Tax paid by the service provider for road movement will be reimbursed by the buyer on production of supporting documents.
1. Ownership of vehicle means transportation vehicle should be in possession of Service Provider by way of in own name or have irrevocable power of attorney of vehicle in the name of Service Provider to operate.
  2. The cancellation of any documents such as Power of Attorney, partnership deed, etc. shall forth with be communicated to the buyer in writing by failing which the buyer shall have no responsibility or liability for any action taken on the strength of the said documents.
  3. The Service Provider shall ship ordered Goods or material within timelines set forth by the Buyer. If a product/ Goods cannot be shipped within that time, the Service Provider shall notify the Buyer placing order as to why the Goods has not shipped and shall provide an estimated shipping date. At this point the Buyer may cancel the order if estimated shipping time is not acceptable.
- It is the responsibility of the transportation Service Provider to confirm what product has been loaded on his truck and the condition of that product. Once the product is accepted by the transportation Service Provider, the transportation Service Provider is responsible for this load until it is delivered and accepted by store personnel. In each case, a bill of lading/ waybill will be used as a receipt of shipment.
  - The Service Provider shall be absolutely liable at all times, regardless of accident or negligence, for any loss or damage to the property of the Buyer while said property is in possession of the Service Provider.
1. Shortages/ Breakages: Liability on shipments from any designated warehouse/ consignee location will be as follows:
    - The transportation Service Provider is responsible for damaged merchandise/ Goods received by a store (Point of delivery) at the time of delivery and for shortages from the trailers arriving at stores/ consignee with broken trailer seals.
    - In case of any failure of truck/ trailer in transit, wherein time to reach the destination is likely to exceed the time allowed as above, the Service Provider should report the matter to designated authority of buyer, so that if required buyer may arrange its own transport at Service Provider's risk & cost.
  2. The Transport vehicles hired must have all valid documents and comply with the specification as enumerated as latest emission standard.
  3. The Service Provider shall submit with Buyer the list of transport vehicles and their details.
- The Service Provider is responsible for and shall assume all risk and liabilities relating to its personnel and property.
  - The Service Provider has to ensure that vehicle to be used for Goods transportation shall not breakdown due to diesel/petrol and lubricant shortage whilst the vehicle in operation for the whole day.
  - The Service Provider shall cover his/her vehicle under comprehensive insurance from any insurance company during the contract period at his/her cost. The Service Provider will also arrange Transit Insurance for the goods to be transported if desired by the buyer. The buyer will reimburse transit insurance cost as per actual. The value of goods for the purpose of Transit Insurance will be given by the buyer. The Service Provider must ensure that the insurance policy should always remain in force during the operations/ contract period. Further, without prejudice to above; the Service Provider indemnify the Buyer for all accident compensation claims if lodged against Buyer.
1. Buyer shall under no circumstances be made liable or responsible by the Service Provider to pay compensation that may be awarded by Motor Accident Claim Tribunals in respect of accidents.
- Service Provider shall have no claim on account of any expenditure incurred by them other than specifically agreed to in the Contract. The Service Provider shall not be entitled for any advance on account of work to be undertaken by them.
  - The Service Provider has to provide the vehicle with driver possessing valid driving license and Certificate of medical fitness of driver from competent authority. The driver shall follow the instructions of the Buyer.
  - The Service Provider shall bear the cost of the driver including his wages, daily allowance, etc.
  - The Service Provider shall not employ any person as a driver for operating a Goods transport vehicle who was earlier removed or dismissed for having criminal background. The driver shall know to read and speak English and Hindi languages. The Police verification of driver will be done prior to execution of contract and document to this effect submitted to the office of Buyer.
1. The Service Provider represents and warrants the accuracy of any information or data provided to Buyer for the purpose of entering into this contract as well as the quality of the deliverables foreseen under this contract, in accordance with highest industry and professional standards.
- The Service Provider shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.
  - All operations of the Service Provider, including without limitation, storage of equipment, materials, supplies and parts, within Buyer premises or on Buyer property shall be confined to areas authorized or approved by Buyer. The Service Provider's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within Buyer premises or on Buyer property without appropriate authorization from Buyer.

## 6 Buyer's Obligations

1. Buyer will issue all required documents within reasonable time required for transportation and delivery of goods
2. Buyer shall allow the Service Provider to visit the site or premises
3. Price Variation Clause:  
"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

## 7 Service Tracking

Tracking of services ensures quality of service delivery in time bound manner, effective service tracking helps in analyzing Service Provider's performance as well as Buyer's timely inputs for services and leads to immediate actions against the defaulters if any. Service tracking shall be mandatory for the both Buyer and Service Provider, non-tracking of the same may lead to a fine/ penalty on either party.

### 7.1 Logbook

1. The service provider shall maintain registers and checklists for each activity and the work done by each of the personnel shall be recorded on a Job Card, duly signed by the buyer's representative. Service provider shall also submit a duly signed comprehensive report every month, detailing the services performed during the month.
  2. The service provider shall thereafter update the logbook on the GeM portal as per the logbook process flow.
- Once the service provider updates the logbook online, the Buyer shall either accept or reject these entries within the prescribed time lime. The buyer will also record the any service non delivery or non-performance issues, and subsequent penalties Failure to take action on logbook entries updated by service provider shall be deemed as accepted
1. The Service Provider can raise an issue against the rejection of any entry by the buyer within prescribed timelines of such rejection with the designated representative of the Buyer.

## 7.2 Service Performance and Feedback

1. The principal point of contact for the issues arising out of this agreement will be the service provider or a designated representative who shall be any employee of the Service Provider in administrative and managerial capacity and in a position of authority to resolve issues. Nonetheless, the service provider shall be solely responsible for maintaining the quality and level of service provided.
2. The Service Provider shall maintain a compliant register at the premises for the complaints by the buyer.

## 8 Penalties and Fine

In case of noncompliance of the standards of the services to be provided as per this agreement, the buyer would be at liberty to levy such penalty and terminate the contract. The maximum cumulative penalty on all the occasions put together shall not exceed 10% of the contract value and exceeding the limit is liable for cancellation of the contract.

#	Events	Penalties
1	Liquidated Damages	Recovery from the transporter as liquidated damages will be calculated @ 1.0% of the trip cost for each vehicle for each day of delay subject to the maximum of 15% of the trip cost for each vehicle
2	Delay in deliverables	Cannot exceed 10% of the contract value after which the contract may be cancelled by the Buyer

## 9 Payment Terms

This section provides details about the terms and conditions of payment towards the services, it may also include deduction of payment in case of faulty service. Some notable points under payment terms are-

### 9.1 Payment Condition

1. The payment shall be made as per the financial quotes submitted by the Service Provider and accepted by the Buyer.
  2. No advance payment shall be made to the Service Provider.
- The price quoted shall cover all aspects of service delivery.

### 9.2 Payment Cycle

1. Payment shall be made once the Service Provider submits the invoice for the same as per the prescribed process flow.
2. The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice, logbook and service feedback.

### 9.3 Payment Process

1. Payment shall be made only after submission of invoices, logbook, service feedback, non-submission of the same may lead to delay/ deduction in payment.
  2. All the penalties/ fine/ interest (if applicable) will be settled before making the payments. Service Provider shall not have any objection on the same.
  3. The contract amount will be generated based on the estimated quantity (KMS/MT/trip) to be hired during contract period and the payment to the service provider will be made based on the actual usage during contract period.
- Payment will be made through bank transfer only, in no circumstance cash/ cheque payment will be made.

## 10 Amendment of Contract

During service delivery period some conditions may occur when the Buyer and/ or Service Provider may require to amend the Agreement, some of such conditions may be as followed-

1. *Amendment of the Contract after event of Force Majeure*: In case of occurrence of any exceptional event/ circumstance which has affected either party directly to perform the agreed services, the agreement can be amended. However, cause, evidence and nature of such effect shall be notified to the other party.
2. *Amendment in statutory variations*: All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.

## 11 Termination of Contract

The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons:

1. *Mutual consent*: The contract may be terminated based on mutual consent in case the services are no longer required. Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.
  2. *Breach of contractual obligations*: Any incidents considered as the breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.
- *Breach of SLAs*: The contract may also be terminated if i) the cumulative penalties rise to 10% of the contract value ii) repeated breach of any SLA beyond 3 instances as per buyer discretion.

However, termination of this Contract shall not affect any accrued rights or remedies of either party.

### शुद्धिपत्र|Corrigendum

1. तक बढ़ाया गया|Extended Upto : 2024-04-05 13:00:00

अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार|Additional Required Data/Document(s) : Buyer

1. Scope of Work :[click here](#)
2. For Valuable goods requiring high security, provide following details: 1. Scope of service 2. Service provider responsibility 3. Buyer responsibility 4. Size of the goods 4. Weight

of the goods :[click here](#)

## ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	NA
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	NA

## नियम और शर्तें | Terms and Conditions

### 1. General Terms and Conditions-

1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.

1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

### 2. Buyer Added Bid Specific Terms and Conditions-

#### 2.1 Generic

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

#### 2.2 Generic

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

#### 2.3 Generic

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

#### 2.4 Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.

2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.

3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

#### 2.5 Payment

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

#### 2.6 Purchase Preference (Centre)

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

#### 2.7 Purchase Preference (Centre)

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

#### 2.8 Certificates

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

#### 2.9 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

### General Terms and Condition

### DEFINITION & INTERPRETATIONS

- 1) DEFINITIONS:** In the contract (as hereinafter defined) the following words, definitions and expressions shall have the meanings hereby assigned to them. Except where the context otherwise requires.
- 2) Approved** means approved in writing, 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 its registered office at MOIL BHAWAN, 1-A, KATOL ROAD, NAGPUR - 440013 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, Firm or Company whose tender has been accepted by the Company and includes the Contractor

tor'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 thereto or deductions therefrom 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 uploaded 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 and other places on, under, in or through which the works are to be executed or 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/ or through e-mail 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 HOD of the respective department 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 MOIL 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 mean officer or officers as may be designated, Deputed or authorized, by the company for the purpose of this contract and shall include Mine 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 shall include firms and corporations and vice versa.

#### GENERAL TERMS & CONDITIONS

- 1) E-tender, 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.

#### 1.1] Earnest Money Deposit (EMD)

A: For Non-MSEs:

Step-I: The intending bidders should submit Earnest Money to MOIL Ltd., along with their offer otherwise their offer will summarily be rejected. EMD should be deposited Electronically (RTGS/NEFT) from Nationalised/ Scheduled Bank only in the designated account as under:

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

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

Step-II: After remittance of Earnest Money as above, UTR No./Reference No. in case of IDBI Bank should be informed by participating bidder with Techno-commercial bid. The receipt of EMD shall be verified by MOIL Ltd., against details of the UTR No. /Reference No. in case of IDBI Bank and offers of those participating bidders whose receipt of EMD is confirmed by Finance Department, MOIL Ltd., shall be considered for further evaluation. In short, informing the correct UTR No. /Reference No. in case of IDBI Bank is mandatory, failing which the offer shall be liable to be rejected. No other mode of payment of EMD shall be accepted.

B: For Micro and Small Enterprises (MSEs):

MSEs registered with Udyam Registration Certificate/NSIC are eligible for the benefits under the new Public Procurement Policies for MSEs as notified by Govt. of India, Ministry of Micro, Small & Medium Enterprises (MSME) vide Gazette Notification dated 26.03.2012 scheme (including amendments), provided they have valid registration certificate with the above authorities and cover the tendered/offered items. Mandatorily bidders need to have "Udyam Registration Certificate" after 31.03.2022 for availing benefits under the Public Procurement Policy for Micro and Small Enterprises (MSEs) order, 2012 as amended from time to time.

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

**Step-II:** Upload the relevant document in the upload link. The status of MSE shall be decided based on the uploaded document and if found in line then only, their offer shall be considered for further evaluation. In short, mentioning the exemption document type in the Commercial Term Template & uploading the same in the upload link is mandatory, failing which the offer shall be liable to be rejected.

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

**D.** Purchase preference to central public sector enterprises as per Govt. guideline shall be applicable.

**E.** Public procurement policy for Micro and Small Enterprises (MSEs) as per Govt. guideline shall be applicable. For details visit website [www.msme.gov.in](http://www.msme.gov.in). Bidder(s) falling in category of MSE (Micro & Small Enterprises) must essentially submit relevant & authentic valid documents like NSIC/Udyam Registration Certificate along with list of items for which bidder is registered as MSE. If MSE is owned by Schedule Caste (SC)/ Schedule Tribe (ST)/Women, then such bidder will have to mention categorically and upload the copy of necessary relevant document like NSIC certificate/ Udyam Registration Certificate indicating their Enterprise Social class/Social category of Entrepreneur/Gender. The caste certificate issued by State Authority as per Law may be uploaded. These documents should be self authenticated, certified by Chief Executive of Enterprise.

**F. (i)** MOIL Ltd. will ensure that for all Start-ups [whether Micro & Small Enterprises (MSEs) or otherwise] conditions of prior turnover and prior experience are relaxed subject to their meeting quality and technical specifications as per Government guideline in Public procurement.

**(ii)** A bidder will be considered only if registered as Start-up (in appropriate category, if applicable) with Ministry of Commerce & Industry, Department of Promotion of industry & Internal Trade.

- 2] The services are estimated to cost Rs.1,65,00,000/- approximately (Excluding taxes).
- 3] The Competent Authority shall be the Accepting Officer, hereinafter referred to, as such, for the purpose of this contract.
- 4] Tender documents, consisting of specifications, schedule(s) of quantities of the various classes of services, to be done, the conditions of contract and other necessary documents are attached with the tender.
- 5] Tenderers are advised to inspect and examine the site and the surroundings and satisfy themselves before submitting their tenders, as to the nature of the ground / dump and sub soil (so far as is practicable), the form and nature of the site, the means of access to the site the accommodation they may require and in general shall themselves obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of site, whether he inspects it or not and no extra charges, consequent upon any misunderstanding or otherwise shall be allowed.
- 6] 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 services 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.
- 7] 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.
- 8] The tenderers are advised to submit quotations based on the terms and conditions and specifications contained in the tender document and not to stipulate any condition of their own. Any tenderer doing so shall be at his own volition and may render the tender liable for rejection.
- 9] Any tax, leviable in respect of this contract shall be payable by the contractor and the Company will not entertain any claim whatsoever in this respect.
- 10] 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.
- 11] 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 the contract without any compensation, apart from being called upon to bear the burden of penalties, if any, that may be imposed by the concerned labour authorities.
- 12] The rates must be inclusive of all taxes payable against the State Govt./Central Govt., statutory notification, wherever applicable.
- 13] 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.
- 14] This notice of tender shall form a part of the agreement between MOIL and the successful contractor for the purpose of this contract.
- 15] 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.
- 16] 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.
- 17] Bidders are required to submit Copy of the PF registration duly allotted by Regional Provident Fund Commissioner. In case the tenderer do



es not possess the PF registration number at the time of submission of tender, then an undertaking, on a Non Judicial Stamp Paper of Value not less than Rs. 100/- stating that "Within One Month from the date of issue of Letter of Intent/Letter of Award of Contract Tenderer shall obtain PF code Number and submit a copy of the same to MOIL"

- 18) 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.

19) **FINANCIAL REQUIREMENT & QUALIFYING CRITERIA:**

- 19.1] A) Income tax return for Assessment years AY1, AY2, AY3 (2021-22, 2022-23, 2023-24).

B) Average Annual financial turnover of related services during the last three years (i.e. (FY-2020-21, FY-2021-22, FY-2022-23), ending 31st March of the previous financial year, should be at least 30% (thirty percent) of the estimated cost.

C) Audited balance Sheet & Profit & loss account during the last three years (FY-2020-21, FY-2021-22, FY-2022-23).

D) For proof of Turnover ((FY-2020-21, FY-2021-22, FY-2022-23), the certificate issued by practicing Chartered Accountant or Cost Management Accountant (with Membership number, Firm Registration number & UDIN) certifying the annual turnover be submitted.

E) Equipment Capabilities (if applicable).

The applicant should own, or have assured access (through hire, lease, purchase agreement, 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.

- 19.2] 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 are 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 submitted including scope of services and the bidder should have no objection to seeking such confirmations.

Details of Similar Services: As per Tender Documents

- 20] 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.

- 21] The contractor shall submit the list of equipment which will be used by contractor for execution of services.

- 22] 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.

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

- 25] Before commencement of the services, the successful bidder is required to submit the documentary proof of Insurance Policy for the entire period of the services 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 services to the Mine Manager/Executive Officer.

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

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

- 28] You will provide skilled supervisors to supervise the contract services.

- 29] Guidelines for Micro and Small Enterprises (MSEs) shall be applicable for Service Tenders in accordance to the notification of Govt of India (GoI) and including its amendment(s) as notified by GoI from time to time.

- 30] The benefits as per Public Procurement Policy for MSEs Order-2012 shall not be applicable for joint Venture or Consortium.

31] **SERVICES MATERIALS & PLANT:**

Removal of improper services, equipment & materials: The Engineer / Manager shall during the progress of services, have power to order in writing from time to time the following:

- a) The removal from site within such time or times as may be specified in the order, of any material / equipment which in the opinion of Engineer / Manager are not in accordance with the contract.
- b) The substitution of suitable equipment and / or materials.

c) The removal and proper re-execution, notwithstanding any interim payment there against, of any services which, in the opinion of the Engineer / Manager, is not in accordance with the contract.

32. If the proprietor / partner / Director of the firm/ company has any relationship within the meaning of Section 6 of the Companies Act 2013 with any of the employee working in MOIL Ltd or Director of MOIL shall declare the same in his bid.

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

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

**TAXES:** Payment of tax is primarily the responsibility of the seller/contractor and will not be paid unless it is clearly shown on the quotation as payable extra. Any change in taxation during the tenure of contract will be as per applicable statute. Under GST regime, registration under GST is made mandatory. You shall mention your GST id's (In case your supply is from more than one location, you have to mention all relevant GST's) in the quotation. Offers received from sellers/contractors without GST (provisional or permanent) Id's are liable to be rejected in cases they fall within the purview of GST. Timely compliance of GST Provisions and filing of GST returns is the responsibility of the bidder. Any non-compliance may result in withholding of bills partly or fully until it is reflected in form GSTR-2A.

**34. Security Deposit:**

(i) Security Deposit an amount equal to 5% of the total basic value shall be deducted from running bills (including bills for escalation, if any)

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

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

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

35. **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.

36. **ADVANCE PAYMENT:** At the discretion of CMD, an amount of up to 10% of the contract value may be given to the contractor at the prevailing rate of interest, as mobilization advance. Its recovery shall start when 15% of the work is executed and shall be completed by time 80% of the original contract price is executed. No interest free advance shall be given to the contractor. However, in consideration of the exigencies the same may be given only after it is approved by the Board of Directors of the company.

37. **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 Sub Letting is of technically superior nature, necessitating an expert agency, adept in such works.

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

39. a. Canvassing in connection with the tender, in any form is strictly prohibited and the tenders by such contractors, who resort to canvassing, will be liable to rejection.

b. At the time of submitting bid or on the date of tender opening or at the time of placement of order by MOIL Ltd., if business dealings with the Agency have been banned by the Central or State Government or any other public sector enterprise, this fact must be clearly informed to MOIL Ltd.

MOIL reserves the rights to keep on hold participation in tenders or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation.

40. 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.

41. 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.

42. **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.

**43. 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 an event The Company shall be entitled to recover L.D. up to 10% of the Contract value and forfeit the Security deposit made by the Contractor, besides getting the work completed by other means at risk and cost to the Contractor.

**44. FORCE MAJEURE CLAUSE:**

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 the 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 by 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 or delay in performance and work under this contract shall resume as soon as practicable after such eventuality has come to an end or ceased to exist and the decision of the Employer as to whether the work has to be resumed shall be final and conclusive.

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.

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

**45. TERMINATION OF CONTRACT:**

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

- a. 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.
- b. The contractor fails to complete the works, as per the scheduled contract, before stipulated date of completion.
- c. The contractor or Firm or any of the partner represented by the contractor, in the subject contract is adjudged as Insolvent by the concerned authority.
- d. The contractor assigns/transfers/sub-lets the entire work or a portion thereof without the approval of the Accepting authority.
- e. 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.
- f. 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.
- g. The amount so worked out by the officer in charge, shall be recovered from amount due to contractor, on any account and if such amount is not sufficient the contractor shall be called to pay the same within 30 days.
- h. If the contractor fails to pay to the Company, the required sum within the stipulated period of 30 days, the officer in charge shall have the right to sell part or all of the materials / plant / equipment / implements / temporary buildings etc., belonging to the Contractor and apply the proceeds of the same thereof, towards the satisfaction of any sum due from the contractor.

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

**46. 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.

**47. 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, 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, whichever is less.

**48. DISPUTE AND ARBITRATION**

- a) All disputes and differences arising out of or in any way touching or concerning this Agreement / contract / tender whatsoever (except as to any matter, the decision of which is expressly provided for in the agreement / contract / tender) shall be referred to Sole Arbitrator appointed by CMD MOIL Limited. The arbitrator shall enter the reference and conduct his proceedings according to the provisions of the Arbitration and Conciliation Act 1996 as amended till date. The Award of such an Arbitrator shall be final and binding on both the parties to this Agreement.

ment / contract / tender. It is a term of this agreement / contract / tender that in the event of such an Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the parties at the time of such transfer, vacation of office or inability of the Arbitrator to act, shall appoint another person to act as an Arbitrator. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this Agreement / contract / tender that no person other than a person so appointed, as aforesaid, shall act as an Arbitrator and if for any reason that is not possible, the matter is not to be referred to the arbitration at all.

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

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

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

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

**49. CONSULTANTS:**

- a. A firm which has been engaged by the Company to provide goods or work for the project and any of its affiliates will be disqualified from providing consultancy services for the same project. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project and any of its affiliates will be disqualified from subsequently providing goods or works or services related to the initial assignment of the same project.
- b. The consultants or any of their affiliates will not be hired for any assignment, which by its nature, may be in conflict with another assignment of the consultants.

**50. INSURANCE:**

From commencement to completion of the works, the contractor shall have full responsibility for the case thereof and for taking precautions to prevent loss or damage to the assets at site and works under completion, as per this work order, and in case of projects, special works exceeding a cost of Rs. 50 Lakhs and above or where ever mentioned, specifically in the tender documents, the contractor will obtain an insurance policy covering all risks, damages, loss etc.

51. The Contractor shall provide in the names of the Employer, insurance cover from the start date to the end of the Defects liability period, in the amounts and deductibles stated in the Contract data for the following events which are due to the Contractors risks. a) Loss of or damage to the works, Plant and materials b) Loss of or damage to Equipment c) Loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract and Personal injury or death Policies and Certificates for insurance shall be delivered by the Contractor to the Nodal Officer or his nominee for the Nodal Officer or his nominee's approval before the Start Date. All such insurances shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred. If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums from the Employer has paid from payments otherwise due to the Contractor or if no payment is due, the payment of the premium shall be a debt due. Alteration to the terms of insurance shall not be made without the approval of the Nodal Officer or his nominee. Both parties shall comply with all conditions of the insurance policies.

**52. SUB - VENDER:**

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

**53. 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.

**54. Further Instruction:**

The Executing Authority shall have full power and authority as delegated to him by the Employer, to issue to the Contractor, from time to time during the progress of the work, such further instructions as shall be necessary for the purpose of proper and adequate execution of the work and the Contractor(s) shall carry out and be bound by such further instructions.

**55. STATUTORY RULES & REGULATIONS:**

- a. The contractor will abide by all the laws of the land applicable to this type of job.
- b. In respect of the employees engaged by the contractor, the contractor will be "EMPLOYER" defined under various Acts Rules and Regulations in relation to the nature of work involved. The person engaged by the contractor for the work shall be under the contractor directly and there shall be no Employer and Employee relationship between the contractor's employees and the company.
- c. The contractor will be responsible for payment of compensation caused to all his employees or caused by his employees/machines to others due to any incident / accident. In case of occurrence of any accident it should be brought to the notice of the Management with immediate effect.
- d. The contractor shall be solely responsible for compliance with all labour laws, Payment of Wages Act 1936, Employees Provident Fund Act, Payment of Gratuity Act 1972, Workmen Compensation Act, Works Contract Act, Sales Tax Act, Minimum Wages Act 1948, Industrial Disputes Act 1947, Contract Labour (Regulation & Abolition) Act 1970, Equal Remuneration Act 1979, Child Labour (Prohibition & Regulation) Act 1986, Mines Act 1952, Mines Rules 1955, Metalliferous Mines Regulation 1961, Explosives Act, Turnover tax act (where ever applicable) and other relevant Central / State Govt. rules etc

The Contractor shall take full responsibility for stoppage of work, as a result of non compliance to above rules and violations pointed b

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

**56. SAFETY CLAUSES \_**

- a. Before commencement of the work, the contractor will have to give an undertaking in writing that they would strictly abide by the Safety Rules & Regulations laid down by MOIL Limited and any violation/deviation from this will render the contractors liable for action against them.
- b. The contractor shall employ only those workers at site who have undergone the Safety Induction training by some authorized officer(s) person(s).
- c. The contractor shall ensure availability of all necessary personal safety equipment/appliances such as safety helmet, safety boots, safety belts, leather/canvas gloves, welding helmets, safety goggles etc. as necessary according to nature of work and as may be considered adequate by the Operation Authority at work site. The contractor shall also maintain the same in good working condition suitable for immediate use. The contractor shall also ensure that the workers employed by him/them or his/their representatives(s) on his/their behalf at work site positively use necessary safety appliances.
- d. As far as possible, development of accident prone situations at site shall be avoided, if unavoidable, the contractor shall arrange suitable caution boards, barricades, red lamps (lanterns) etc. displayed/fixed prominently at strategic points/places to avoid accidents.
- e. The contractor shall also arrange display of aforesaid safety provisions on the Notice Boards at prominent place(s) along with the name of the person(s) responsible for compliance thereof from contractor's side.
- f. The contractor shall keep the work surroundings clean, free from grease/oil spills and obstructions or objects like debris, brickbats, rubbish etc.
- g. When the work site is near such a place where there could be chances of drawing, the contractor shall ensure availability of all necessary safety equipment, which shall be kept ready for use. All necessary steps shall be taken for prompt rescue of any person in danger and adequate arrangements shall always be available for First Aid treatment of all injuries likely to be sustained during the course of the work and its specific nature.
- h. Adequate washing facilities shall be provided by the contractor at or near the work site.
- i. Contractor shall also ensure availability of adequate numbers of fire extinguishers at work site(s) where there is a risk or possibility of fire hazard.

**57. 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, as and 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.

**58. POWER SUPPLY:**

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 the company, in lieu of the power so consumed, at his own cost. This 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.

**59. PLACES FOR OFFICE, STORES ETC:**

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.

**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.

**61. TReDS:**

All MSE vendors/suppliers are advised to get themselves registered on TReDS platform ([www.treds.in](http://www.treds.in)) or on [WWW.rxil.in](http://WWW.rxil.in) and avail the facility of the TReDS.

62. The BIDDER should obtain a valid license within 15 days of the award of the work. 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 the contract without any compensation, apart from being called upon to bear the burden of penalties, if any, that may be imposed by the concerned labour authorities.

63. For Job Contract cases, notice for execution of order on risk & cost of any contractor can be issued during valid period of contract also if contractor either fails to start the work within reasonable time, the progress of the job is poor or for any breach of contract. In such a case, MOIL Limited shall be entitled (a) to forfeit the whole or such portion of the Security Deposit as it may be considered fit and (b) to re-tender and/ or recover from the contractor the cost of carrying out the balance work and such excess sums which becomes payable by MOIL Limited over & above the rates of work had it been carried out by the contractor under the terms of the work order.

**64. LABOUR:**

- 64.1 Compliance with Labour Statutes: The Contractor shall comply with all the obligations under the Contract Labour (Regulation and Abolition Act), the Mines Act / the Factories Act, the Minimum Wages Act, the Payment of Wages Act, the Employees' Provident Funds and Pension Act, the Payment of Gratuity Act, the Industrial Disputes Act, the Maternity Benefit Act, the Employees' State Insurance Act, the Workmen's Compensation Act, and all other labour statutes for the time being in force, and applicable to the Works. The Contractor agrees to keep the Principal Employer / Company indemnified at all times against any demands from the labour or statutory authorities on this account.

- 64.2 Contract Labour (Regulation & Abolition) Act, 1970: The Contractor is required to produce license as enjoined in the Contract Labour (Regulation and Abolition) Act, 1970, if the Act is applicable to him. The contractor shall obtain License from the appropriate Licensing Officer of

he area before commencement of the work and shall produce a copy thereof of the work along with the original to the Engineer immediately on start of the work. The original will be returned to the contractor after verification. He shall not be allowed to undertake or execute any work through contract labour except under, and in accordance with, a License issued under the said Act in that behalf by the authorised Licensing Officer. The Contractor shall thoroughly familiarise himself with the provisions of the Contract (Regulation and Abolition) Labour Act, 1970 and the Rules there under, In case the said Act and Rules are applicable, the contractor shall take all steps to comply with their provisions, maintain records and registers as required, submit reports and returns to the prescribed authorities periodically as required, issue employment cards / service certificates and display notice in accordance with Contract Labour Rules, with copies thereof to the Company. By virtue of default of the Contractor, or otherwise, if the Company is obliged to provide amenities and / or pay wages to labour employed by the Contractor directly, or through Sub Contractor(s) under this Contract, then the contractor shall indemnify the Company fully, and the Company shall be entitled to recover from the Contractor the expenditure incurred on providing the said amenities, and / or the wages so paid by deducting it from the Security Deposit or from any sum payable by the Company to the Contractor, either under this or under any other Contract.

Provided that if any dispute arises as to expenditure incurred by the Company on provisions of the said amenities, the decisions of the Competent Authority shall be final and binding.

#### 64.3 Payment of Wages Act:

The Contractor shall comply with the provisions of the payment of Wages Act, 1936 and the Rules there under in respect of all persons employed by him in carrying out this contract. Any dispute regarding the statutory payment which may arise shall be immediately settled by the Contractor with his Workmen.

#### 64.4 Minimum Wages Act:

The Contractor shall comply with the provisions of the Minimum Wages Act 1948 and the Rules made thereunder by the Central Govt. in respect of all employees employed by him in carrying out this contract. He shall pay the employees, wages not less than the Minimum Rate of Wages, as notified by the appropriate Govt. from time to time or settled under any settlement, award, whichever is higher for that category. The Contractor shall make all payments to the labourers in the presence of authorised representatives of the Employer. The Contractor shall also submit to Engineer copies of wages payment sheets in proof of having paid wages to various labourer with due counter signature by the representative of the Employer.

The Contractor shall at all times indemnify the Employer against all claims arising out of provisions of the Minimum Wages Act and the rules framed thereunder as admissible in respect of any workman employed by the Contractor in carrying out the contract and against costs and expenses incurred by the Employer in connection with and without prejudice to other means of recovery. The Employer shall be entitled to deduct, from any money which is due to or which shall become due to the Contractor whether under this contract or any other contract, all money paid or payable by the Employer, by way of wages and other dues (including compensations, penalty, if any) imposed for committing breach of any provision of the Act by the Contractor in connection with any claim thereto and the Contractor shall abide by the decision of the Employer as to the sum payable by the Contractor under the provisions of this clause.

65. Change in Constitution of Firm: If the Contractor is a partnership firm the contractual relationship shall be deemed to have terminated if there is any change in the constitution of the firm, whether by retirement, introduction of new partners or otherwise, unless such change has the previous written approval of the Employer, notwithstanding that the Employer may have other dealings with such reconstituted firm. In the event of death of one of the partners, the Contractor shall immediately inform the Employer, giving necessary particulars of the heirs and legal representatives of the deceased partner, and it shall be the option of the Employer either to continue the contractual relationship with the said reconstituted firm, or to treat the Contract as having being terminated by such supervening events, and the decision of the Employer in this regard will be binding on all the partners concerned. No claim for compensation / damages on premature termination will be made or sustainable against the Employer on account of such termination.
66. The Contractor shall not allow any visitor on the work sites, without the prior permission of the Engineer / executing authority/unit head.
67. The tenderer shall visit the site(s) and ascertain the local condition and all other factors likely to affect the rate to be quoted by him. He will be deemed to have quoted for the incidence of extra cost, if any due to such site conditions and other factors. Employer is not liable for any damages whatsoever if conditions differ during the operation of the contract and no complain shall be entertained.
68. The contract rate shall remain firm & fixed during the period of contract and no escalation on any account whatsoever will be allowed.
69. The Safety & security of any material issued by the dept. either free or on cost recovery basis will be the responsibility of the tenderer.
70. Tools & Tackles: All the tools & tackles required for the execution of the jobs shall be arranged by the Contractor at his own cost.
71. The job shall be completed within the schedule completion period and labour should be engaged accordingly. No claim on account of idle labours/interruption of work or any other expenses incurred by the contractor for any reason whatsoever will be entertained.
72. The work shall have to be executed in a planned manner as per the programme and instructions of the engineer in-charge of the work.
73. The contractor shall not engage twenty or more labourer on his rolls without obtaining license from the appropriate authority under the Contract Labour (Regulation & Abolition) Act, 1970 and rules framed there under.
74. No worker should be allowed near the moving parts with loose clothing.
75. Compliance with Statutes: The Contractor shall at his own cost, observe, perform and comply with the provisions of the Acts applicable during the execution of the contract, and Rules / Bye-laws framed there under including but not limiting to the following and shall maintain such registers and documents, as are required under the various statutes, for production of the same before the company and/or other Statutory Authorities prescribed in this behalf, as and when required. The contractor agrees to keep the Employer indemnified at all times against any demands / penalties by statutory authorities, and shall defray to the Employer any costs / suspenses incurred by the Employer in proceedings before the statutory authorities. A list of the relevant laws applicable to the process of execution of work under the contract is given below.

The list is illustrative and not exhaustive.

The Contract Labour (Regulation & Abolition) Act, 1970 and Rules framed there under.

- i) The Payment of Wages Act, 1936
- ii) The Employees' Provident Fund Act, 1952 & Schemes framed there under.
- iii) The Maternity Benefit Act, 1961.
- iv) The Payment of Bonus Act, 1965.
- v) The Industrial Disputes Act, 1947.
- vii) The Payment of Workmen's Compensation Act, 1923.
- viii) The Minimum Wages Act, 1948.

- ix) The Payment of Gratuity Act, as and when applicable.
  - x) Air & Water Pollution Acts
  - xi) Indian Forest Act, 1927
  - xii) Environment Protection Act, 1986 and Environment Protection Rules, 1986
76. Default: The performance of contractor will be considered UNSATISFACTORY / POOR if;
- a. The contractor does not attend the work as per Contract in full or part in time without any valid reason
  - b. The contractor does not carry out the instruction of the Engineer-in-charge.
  - c. The contractor has executed excess work beyond allotted amount without any written clearance from the Engineer-in-charge.
  - d. The contractor is found consistently irregular in reporting to the concerned Supervisor / Engineer-In-Charge for carrying out the day-to-day business.
  - e. The Contractor incurs loss to the company in any of the activities.
  - f. The contractor does not follow the terms and conditions as per Agreement.
  - g. The contractor executes any defective/poor quality work.
  - h. The contractor does not supply the materials/ equipments as per specification and does not respond to the instruction/information of department/legal authority in time.
  - i. The contractor does not maintain discipline in work place.
77. The Contractor shall provide Photo Identity Card to all his workmen duly certified by security I/C and their workmen shall produce the same as and when asked by the Engineer I/C or Security.
78. All the materials supplied by the Contractor for the work will be as per ISI / BIS specifications / code and/or CPWD Specifications, if available and approved by the Inspecting Authority / Operating Authority.
79. All material supplied by the Contractor shall be the absolute property of the employer which shall not be on any account be removed from the site of work and shall be liable any time to be opened for inspection by the Engineer-in-charge.
80. Deviation  
The bidder shall submit a certificate stating "This is to certify that, there is no deviation in the offer submitted by us, from the tender technical specifications, terms & conditions. In case, if there is any difference in any terms & conditions, the same may be ignored and considered to have been accepted by us in Toto as per NIT." Scanned copies of above certificate to be uploaded.
81. PAYMENT TERMS
- (i) Dump Mining: 80% payment shall be released as per GeM from the date of receipt of clear and acceptable tax invoice along with all necessary certifications/compliances, with statutory and other deductions adhering to the services order conditions or any amendment thereto and receipt of analysis report from the laboratory, subject to the same being found confirming to the specifications as given in the services order. For deviations, if any, from the specifications, appropriate penalty as per the penalty clause shall be imposed/deducted from running/other bills/dues.
  - (a) The balance payment of 20% shall be released as per GeM from the date of receipt of such clear and acceptable claim along with all the necessary certification/compliances on successful completion of the rilling and receipt of overall satisfactory chemical analysis report in respect of the services order quantity.
  - (b) If the quantity is not rilled fully/partially within one year from the date of completion of contract, the balance payment of 20% shall be released as per GeM from the date of receipt of such clear and acceptable claim along with all the necessary certifications/ compliances on the basis of W.V.R, after getting chemical and physical analysis subject to confirming the specifications given in services order and imposing/deducting applicable penalty, if any. In such a case, the measurements shall be carried out by a committee of senior officials nominated by Director (P&P).
  - (ii) Other Services: The running bills shall be submitted by the contractor, normally at monthly intervals, for the services executed, as certified by the engineer-in-charge. Payment of the running bills shall be released as per GeM from the date of receipt of clear and acceptable tax invoice along with all the necessary certifications/ compliances, subject to statutory and other deductions adhering to the services order conditions or any amendment thereto.
  - (iii) Final Bill: Final bill shall be submitted by the contractor as per GeM of the completion of services and no further claims shall be made by the contractor, after submission of the final bill. Payment of the final bills shall be released as per GeM from the date of receipt of clear and acceptable tax invoice along with all the necessary certifications/ compliances subject to statutory and other deductions adhering to the services order conditions or any amendment thereto, pertaining to this or any other contract.
  - (iv) Escalation Bill: Bills for wages/diesel/other escalation, as specified in the NIT, shall be submitted by the contractor at quarterly intervals, for the services executed, as certified by the engineer-in-charge. Payment of the escalation bills shall be released as per GeM from the date of receipt of clear and acceptable tax invoice along with all the necessary certification/compliances, subject to statutory and other deductions, adhering to the services order conditions or any amendment thereto.
  - (v) Paying Authority: Head of Contracts Accounts Section, Finance Department, MOIL Limited, MOIL Bhawan, 1-A, Katol Road, Nagpur - 440 013.
- In case of contracts awarded from mines, head of finance in respective mine shall be the paying authority.
- (vi) Submission of Bills: GST-compliant tax invoice/e-invoice for 100% value, including taxes, in three copies, duly stamped and signed or digitally signed by the authorized signatory of contractor shall be submitted to the consignee along with e-way bill (as applicable) and other documents as a part of compliance of the services order or NIT.
  - (vii) Bill to party: Bill shall be raised on Mine Manager/ Plant In-charge, XXXXXX Mine/Plant, address, state, GSTN
  - (viii) Ship to party: Services shall be rendered to the Mine Manager/ Plant In-charge, XXXXXX Mine/Plant, address, state, GSTN.

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

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

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

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

From 01.08.2023, all the vendors exceeding aggregate turnover of Rs.5 crores in any of the preceding 6 financial years (i.e. 2017-18 to 2022-23) will have to submit E-Invoice mandatory for release of payment

**82. INTEGRITY PACT:**

- a) The bidder is required to submit the integrity pact agreement duly filled, scanned & signed by authorized signatory of tender as per enclosed Annexure along with the tender document & upload.
- b) In event the bidder happens to be the successful bidder, the said bidder will have to submit the above mentioned Integrity Pact on Rs. 100/- (Non-judicial) Stamp Paper. For this the authorized signatory along with authorization letter will have to visit office of HoD, CMC, "MOIL Bhawan", 1-A, Katol Road, Nagpur, and ensure completion of all the formalities towards Integrity Pact.

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

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

SN. Name of Independent External Monitor

- 1: Shri Cmde Rakesh Anand IN (Retd.) (E-mail [ansem\\_2000@yahoo.com](mailto:ansem_2000@yahoo.com))
- 2: Shri Nand Kumar Mishra, IPS (Retd.) (E-mail [lambodhar2021@gmail.com](mailto:lambodhar2021@gmail.com), [adidev2014@gmail.com](mailto:adidev2014@gmail.com))
- (This clause is applicable for the services Rs. 50 Lakhs & above plus GST)

**FORMAT OF NON-COLLUSIVE TENDERING CERTIFICATE**

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

To,

MOIL Limited,  
Nagpur

Dear Sir/ Madam,

Non-Collusive Tendering Certificate for {RFQ/ TenderNo. -----Date -----}

1. We, (Name----- of (address -----) refer to the bid/ offer against (the Tender").
2. Non-collusion

We represent and warrant that in relation to the Tender:

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

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

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

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

We understand that in the event of any breach or non-compliance with any warranties or undertakings in this certificate, the Plants/ Mines, MOIL Limited, Place may, at its discretion, invalidate our bid, exclude us

in future tenders, pursue damages or other forms of redress from us (including but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred), and /or (in the event that we are awarded the Contract) terminate the Contract.

Signed for and on behalf of the (tenderer) Signature:



Name:

Position:

Date:

Note:

Para 2(b) is not applicable to Agreements, arrangements, communications, understandings, promises or undertakings with:

- a) the Plants/ Mines, MOIL Limited, Place;
- b) a joint venture partner, where joint venture agreements, arrangements, relevant to the bid exist and which are notified to the Plants/ Units, MOIL Limited, Place;
- c) consultants or sub-contractors, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular consultancy arrangement or sub-contract;
- d) professional advisers, provided that the communications are held in strict confidence and limited to the information required for the adviser to render their professional advice in relation to the Tender;
- e) insurers or brokers for the purpose of obtaining an insurance quote, provided that the communications are held in strict confidence and limited to the information required to facilitate that particular insurance arrangement; and
- f) Banks for the purpose of obtaining financing for the contract, provided that the communications are held in strict confidence and limited to the information required facilitating that financing.

Annexure - 10

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

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

1. I/We the bidder(s) am/are signing this document after carefully reading the contents of the above mentioned tender.
2. I/We declare and certify that I/we have not made any misleading or false representation anywhere in the tender submitted including the annexures thereto.
3. I/We also understand that my/ our offer will be evaluated based on the documents/ credentials submitted along with the offer and same shall be binding upon me/us.
4. I/We declare that the information and documents submitted along with the tender documents by me/ us are complete and correct and I/we are fully responsible for the authenticity and correctness of the information and documents, submitted by us.
5. I/We understand that at any time during process for evaluation of tenders, if any information / document submitted by me / us are found to be suppressing facts / forged / false / fabricated / fudged or incorrect, it shall lead to forfeiture of the EMD, if submitted, besides banning under the extant Guidelines for Banning of Business Dealings of MOIL and initiating any legal action as deemed fit by MOIL. Further, I/we ..... (Name of the Bidder) and all my/ our constituents understand that my/ our offer shall be summarily rejected.
6. I/We also understand that at any time after award of contract, if the certificate(s) submitted by me/ us are found to be suppressing facts / false / forged / fabricated / fudged or incorrect, it may lead to termination of the contract, along with forfeiture of EMD/ SD and Performance Guarantee if submitted, besides any other action provided in the contract including banning under the extant Guidelines for Banning of Business Dealings of MOIL and initiating any legal action as deemed fit by MOIL.

**SEAL AND SIGNATURE OF THE BIDDER**

Place:

Date:

The instant tender shall be inter-alia subject to "Public Procurement (Preference to Make in India), Order 2017, (as amended from time to time) bearing No.P-45021/2/2017-PP (BE-II) issued by the Government of India, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (Public Procurement Sector) dated 29/05/2019 which is a part of this tender as Annexure - I. The Tenderers who wish to take the preference under the said Order dated 29/05/2019 shall mandatorily be required to submit the requisite documents as prescribed under the Public Procurement (Preference to Make in India), Order 2017. Only after satisfactory submission of the requisite documents benefits under the aforesaid Order shall be provided.

Revised Public Procurement (Preference to Make in India): Only to facilitate, we may request to refer Clause No.9(a) & (b) of above order towards "Verification of Local Content" reproduced hereunder and uploaded as applicable:

- a. The 'Class-I local supplier'/'Class-II local supplier' at that time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that, the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs.10 Crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from
  - i) Statutory auditor or cost auditor of the company (in the case of companies) or
  - ii) A practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

As per Revised Public Procurement (Preference to Make in India), Order 2017, bidder to mention % of local content & details of the location(s) at which the local value addition is made.

Kindly upload the certificate giving the percentage (%) of local content and give details of the location(s) and

dress(s) at which the local value addition is made.

As per Revised Public Procurement (Preference to Make in India), Order 2017, on 16/09/2020 enclosed, Clause No.3, bidder to mention in which category their firm belong i.e. Class-I Local Supplier/ Class-II Local Supplier/ Non-Local Supplier. Kindly upload the certificate by mentioning the Class.

**Restrictions on Public Procurement from Certain Countries:**

In this regard bidder may please refer the Annexure 'F' comprising Office Memorandum No. 6/18/2019-PPD dt. 23-07-2020 & subsequent orders issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India towards restrictions on Public Procurement from certain countries.

Referring to the above, the Local Suppliers should upload the certificate as under:

*"We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India and we hereby certify that our firm is not from such a country and is eligible to be considered"*

OR

However, if any Local Supplier falls in the category of bidders as indicated in the Definitions clauses at cl no: 6, 7, 8, 9 and 10 of Order (F.No.6/18/2019-PPD, Public Procurement no. 1) dt.23-07-2020, should upload the certificate as under:

*"We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India and we hereby certify that our firm is from such a country and has been registered with Competent Authority (specified in Annexure -I of Order (F.No.6/18/2019-PPD, Public Procurement no. 1) dt. 23-07-2020) and further certify that our firm fulfils all requirements in this regard and is eligible to be considered. The evidence of valid registration by the Competent Authority is uploaded herewith"*

Note.

1. Bidder to choose any one of the above condition which is applicable and upload the same in upload link.
2. In case of Indian Agents of the Local Suppliers quoting against the Tender, both the Indian Agent and their Principals should upload the above mentioned certificates.

2.10 Buyer Added Bid Specific ATC:

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

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.