



**MOIL LIMITED**

(Formerly Manganese Ore (India) Limited)  
(A Government of India Enterprise)

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

**CONTRACT MANAGEMENT CELL**

PHONE NO. +91 712 2806132, PRI: 2806100, CIN- L99999MH1962GOI012398

Email:gsb@moil.nic.in , mma@moil.nic.in

**NOTICE INVITING TENDER (NIT)**

**Ref: E-Tender No. for Hiring of Architect for rendering Architectural & Design Engineering Services for Proposed Construction of Residences for Directors Sr Executives at West Court Compound , Nagpur**

(Only through e-tender).

MOIL Limited proposes to Construct a Residential Tower Comprising of Six Flats along with the associated amenities for its Directors & Other Sr Executives at the West Court Compound, Katol Road Nagpur.

**SCHEDULE OF TENDER**

a. TENDER FOR	Hiring of Architect for rendering Architectural & Design Engineering Services for Proposed Construction of Residences for Directors Sr Executives at West Court Compound , Nagpur
b. MODE OF TENDER	e-Procurement System (Online Part I Techno-Commercial Bid and Part II Price bid) through <a href="http://www.mstcecommerce.com/eprochome/moil">www.mstcecommerce.com/eprochome/moil</a> of MSTC Ltd.
c. e -Tender No.	<b>MOIL/17-18/ET/ 341</b>
d. Date of NIT available to firms to download	05/12/2017
e. i) Earnest Money Deposit – Rs 18000/-  ii) Transaction Fee – See Annexure A Part-1 Point No 02	Demand Draft (any Schedule Bank) of Rs. 18000/- drawn in favour of MOIL Ltd. payable at Nagpur.  ii) Transaction Fee – See Annexure A Part-1 Point No 02
<b><u>Important Note:</u></b> 1) Please note that vendors will have the access to online e-tender only after physical receipt of Tender Fee & EMD payments in the form of separate Demand Drafts in the office of Chief (Civil), “MOIL BHAWAN”, 1-A, Katol Road, Nagpur – 440013. Secondly Transaction fee by RTGS in favour of MSTC Limited, Kolkata. 2) Vendors to note that payments viz. EMD & Tender Fees is to be received physically <b><u>on or before 20.12.2017 up to 5.00 P.M.</u></b> Vendor is advised in his own interest to ensure submission of above mentioned payments positively on or before the scheduled date & time mentioned above to avoid falling in the category of non-responsive bid. For details Refer Annexure ‘A’ Part-I & II.	

f. Event View date & time.	05/12/2017 at 05.00 P.M.
I . Date of Starting of e tender for submission of on line Techno-Commercial Bid & Price Bid at <a href="http://www.mstcecommerce.com/eprochome/moil">www.mstcecommerce.com/eprochome/moil</a>	06/12//2017 at 03:00 P.M
J . Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	22/12/2017 at 03:00 P.M
k. Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Date of opening of Part II i.e. price bid shall be informed separately. <b>[Under unforeseen circumstances, if the due date (i.e Date &amp; time of opening of Part-I) fall on holiday, the tender will be opened on the next full working day at the same time].</b>	22/12/2017 at 3.30 P.M.

Offer is invited for Hiring of Architect for rendering Architectural & Design Engineering Services for Proposed Construction of Construction of Residences for Directors Sr Executives at West Court Compound , Nagpur Contents of tender documents are as under:

Annexure - A	Instructions to Bidders [Part-I & Part-II]
Annexure - B	Requirements for Vendors
Annexure - C	Technical Specifications
Annexure - D	Commercial Terms & Conditions
Annexure - E	Price Bid Format for on line submission by bidder
.Form –A	General Information about the bidder.
Form- B	Details of Previous Experience of Similar Nature
Form-C	Details of the documents uploaded.
Annexure - TE1	General Terms & Conditions of Tender Enquiry
Annexure - F	COMPANY / FIRM / ESTABLISHMENT INFORMATION form to be filled by bidder and uploaded

## ANNEXURE 'A'

### Part-I

**Instructions to Bidders:** This is an e-procurement event of MOIL Ltd. The e-procurement service provider is MSTC Ltd., 607-608 Raheja Centre, Nariman Point, Mumbai - 400 021.

<b>1</b>	<p><b>Requirement for Venders:</b> P.C. connected with Internet. Registration with MSTC Portal <a href="http://www.mstcecommerce.com/eprochome/">www.mstcecommerce.com/eprochome/</a> under MOIL -&gt; registered as vendor. Registration is free of cost. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/MOIL in no way responsible for this. (Bids will not be recorded without Digital Signature). In case of any clarification, please contact MSTC/MOIL Ltd., (before the schedule time of the e-tender). <b><u>For detail may kindly refer Annexure "B"</u></b>.</p> <p><b>CONTACT PERSON (MSTC):</b></p> <table style="width: 100%;"><tr><td style="width: 50%;">1) Ms Archana Juneja Executive CONTACT NO. 022-22882854 e-mail: <a href="mailto:ajuneja@mstcindia.co.in">ajuneja@mstcindia.co.in</a></td><td style="width: 50%;">Mr. Sushil Nale Asst. Manager(e-Commerce) Mob.No. 09987758430 CONTACT NO. <b>022-22822789</b> e-mail: <a href="mailto:sushil@mstcindia.co.in">sushil@mstcindia.co.in</a></td></tr></table> <p><b>CONTACT PERSON (MOIL)</b></p> <table style="width: 100%;"><tr><td style="width: 50%;">1) Mr. G.S. BHATTACHARYA, Chief (Civil) MOIL BHAWAN, 1A, KATOL ROAD, NAGPUR-440 013. CONTACT NO. 0712-2806132 MOBILE NO. 08600013309 EMAIL: <a href="mailto:gbs@moil.nic.in">gbs@moil.nic.in</a></td><td style="width: 50%;">2) Mr. Deepak Borkute, Chief (Materials) MOIL BHAWAN, 1A, KATOL ROAD, NAGPUR-440 013. CONTACT NO. 0712-2806130 MOBILE NO. 09921690440 EMAIL: <a href="mailto:dmb@moil.mic.in">dmb@moil.mic.in</a></td></tr><tr><td></td><td>3) Mr. Ranjeet Singh Chouhan, Manager (Systems) MOIL BHAWAN, 1A, KATOL ROAD, NAGPUR-440 013. CONTACT NO. 0712-2806227 MOBILE 08275044697 EMAIL: <a href="mailto:ranjeetsingh@moil.nic.in">ranjeetsingh@moil.nic.in</a></td></tr></table>	1) Ms Archana Juneja Executive CONTACT NO. 022-22882854 e-mail: <a href="mailto:ajuneja@mstcindia.co.in">ajuneja@mstcindia.co.in</a>	Mr. Sushil Nale Asst. Manager(e-Commerce) Mob.No. 09987758430 CONTACT NO. <b>022-22822789</b> e-mail: <a href="mailto:sushil@mstcindia.co.in">sushil@mstcindia.co.in</a>	1) Mr. G.S. BHATTACHARYA, Chief (Civil) MOIL BHAWAN, 1A, KATOL ROAD, NAGPUR-440 013. CONTACT NO. 0712-2806132 MOBILE NO. 08600013309 EMAIL: <a href="mailto:gbs@moil.nic.in">gbs@moil.nic.in</a>	2) Mr. Deepak Borkute, Chief (Materials) MOIL BHAWAN, 1A, KATOL ROAD, NAGPUR-440 013. CONTACT NO. 0712-2806130 MOBILE NO. 09921690440 EMAIL: <a href="mailto:dmb@moil.mic.in">dmb@moil.mic.in</a>		3) Mr. Ranjeet Singh Chouhan, Manager (Systems) MOIL BHAWAN, 1A, KATOL ROAD, NAGPUR-440 013. CONTACT NO. 0712-2806227 MOBILE 08275044697 EMAIL: <a href="mailto:ranjeetsingh@moil.nic.in">ranjeetsingh@moil.nic.in</a>
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<b>2</b>	<p><b><u>Special Note towards Transaction fee:</u></b> The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p><b><u>Transaction fee is non-refundable.</u></b> A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><b><u>NOTE</u></b></p>						

	Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.
3	<p><b>Special Note towards EMD: In case of failure to reach the payment towards EMD, for any reason, the vender will not have the access to on line e-tender and no correspondence in this respect will be entertained and MOIL Ltd. will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of EMD in separate DD well in advance and verify completion of transaction in respect of EMD.</b></p> <p><b>Vendors are instructed to use Upload Documents link in My menu to upload all scanned copies of documents viz. testimonials, registration certificates etc. in document library.</b> Hard copies of bidding document (Part I Techno-Commercial and Part II Price Bid) will not be considered for evaluation.</p> <p><b>Multiple documents can be uploaded. Once documents are uploaded in the library, vendors can attach documents through Attach Document link.</b></p>
4	Important Notes to all prospective bidders: For online bidding through MSTC Portal, the bidders are to be registered with <a href="http://www.mstcecommerce.com/eprochome/moil">www.mstcecommerce.com/eprochome/moil</a> and the bidders should have Class III Digital Certificate issued by Certification Authority.
5	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p>
6	All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by MOIL Ltd., as well as by MSTC (e-procurement service provider). Hence the bidders are required to ensure that their corporate email ID, provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to indicate their valid corporate email ID and Mobile No. of authorized official <b>in the Annexure-C &amp; D</b> (Technical and Commercial Terms & Conditions Format) for communication through email/SMS alerts (if any). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate)
7	<p>i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. <b>The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.</b></p> <p>ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to Bidders who have downloaded the documents from web site. Please see website <a href="http://www.mstcecommerce.com/eprochome/moil">www.mstcecommerce.com/eprochome/moil</a> of MSTC Ltd. &amp; <a href="http://www.moil.nic.in">www.moil.nic.in</a> of MOIL Ltd. &amp; <a href="http://eprocure.gov.in">eprocure.gov.in</a> of CPP Portal.</p>
9.	Vendors are also requested to download vendor guide from the link <a href="http://www.mstcecommerce.com/eprochome/">www.mstcecommerce.com/eprochome/</a> . Vendors are requested to study Vendor Guide and post their queries, if any, to MSTC over e-mail well in advance.
10.	Vendors must participate in live demo e-tender no. MOIL/13-14/ET/DEMO for e-tenders to familiarize/accustomed themselves before going to bid in the actual event. (The Demo e-tender does not warrant any transaction fee).
11	Vendors are requested to give sufficient time to bid in an organized manner and report any problem arisen to MSTC in advance & not in the closing stage.

**CHIEF (SYSTEM) & NODAL OFFICER**

**ANNEXURE 'A'**

**Part-II**

**Instructions to Bidders:**

1	<p><b><u>Special Note towards EMD</u></b> - EMD will have to be submitted by separate Demand Drafts in a sealed envelope within the due date and time of portion 'g' of Schedule of Tender (SOT) to MOIL Ltd., at the address given below: <b>Chief (Civil),</b> MOIL LIMITED (A GOVT. OF INDIA ENTERPRISE) CONTRACT MANAGEMENT CELL, "MOIL BHAWAN", 1-A, KATOL ROAD, NAGPUR-440 013.</p> <p>For unsuccessful Bidder, EMD shall be refunded immediately after finalization of the tender (i.e. after placement of order). EMD shall be forfeited if any bidder withdraws their offer before finalization of the tender.</p>
2	On receipt of Transaction fee and EMD Vendors will be able to participate in the online bidding event.
3	e-tender cannot be accessed after the due date and time mentioned in NIT.
4	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned in this e-tender.
5	No deviation to the commercial terms & conditions are allowed.
6	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
7	MOIL LIMITED reserves the right to cancel or reject or accept or withdraw or extend this e-tender in full or part as the case may be without assigning any reason thereof.
8	MOIL LIMITED reserves the right to vary the quantity of the item (covered in this e-tender) <b>before the date and time of starting of e-tender</b> for submission of online Techno-commercial Bid & Price Bid.
9	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <a href="http://www.mstcecommerce.com/eprochome/moil">www.mstcecommerce.com/eprochome/moil</a> of <b>MSTC Ltd.</b>
10	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
11	The bid will be evaluated based on the filled in technical & commercial formats.
12	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
13	The packing of all the materials quoted shall conform to the requirement of the carriers.
14	<b>BIDDER BANNED OR DELISTED OR BLACKLISTED OR PUT ON HOLIDAYS (OR ANY OTHER TERMINOLOGY USED FOR BUSINESS BANNING) (OEM/ SUPPLIER/ VENDOR/ FIRM/BIDDER):</b> Should give a declaration that <b>they or their principle or principle's any other authorized firm have not been banned or de-listed or black-listed or put on holidays (or any terminology used for Business Banning) by any Govt. or Quasi-Govt. agencies or PSUs.</b> If they have been banned or de-listed or black-listed or put on holidays (or any terminology used for Business Banning) by any Govt. or Quasi-Govt. Agencies or PSUs, this fact must be clearly stated. <b>If above mentioned declaration is not given, bid shall be treated as non-responsive &amp; no correspondence shall be entertained.</b>
14.1	If the Bidder submits the declaration that <b>they or their principle or principle's any other authorized firm have not been banned or de-listed or black-listed or put on holidays (or any terminology used for Business Banning) by any Govt. or Quasi-Govt. agencies or PSUs</b> and at later date, if it is established that the Bidder was banned or de-listed or black-listed or put on holidays (or any terminology used for Business Banning) by any Govt. or Quasi-Govt. Agencies or PSUs, the same shall be treated willful suppression of facts or furnishing wrong information and suitable action as deemed fit shall be taken by MOIL Ltd. including disqualification of the firm (even if the tender is in process) & banning of the firm for the period of minimum three years for any business activity with MOIL Limited.

14.2	BIDDER (VENDOR/FIRM) OR THEIR PRINCIPLE OR PRINCIPLE'S ANY OTHER AUTHORISED FIRM has been banned or delisted or blacklisted or put on holidays (or any other terminology used for business banning) for whatever reason by any Government Department/PSU in past, the Bidder shall not be considered eligible for participating in this tender enquiry.
15	As per new system of Central Public Procurement Portal (CPP-Portal) of Government of India, the tender document shall be uploaded on the website i.e., <a href="http://www.moil.nic.in">http:// www.moil.nic.in</a> & <a href="http://eprocure.gov.in">http://eprocure.gov.in</a> .

**ANNEXURE-B**  
**Important instructions for E-procurement**

Bidders are requested to read the terms & conditions of this tender before submitting your online tender.

1	<p>Process of E-tender :</p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Price Bid will be done over the internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE TECHNICAL BID AND THE PRICE BID HAS TO BE SUBMITTED ON-LINE AT <a href="http://www.mstcecommerce.com/eprochome/MOIL">www.mstcecommerce.com/eprochome/MOIL</a></p> <p>1) Vendors are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-Procurement → PSU/Govt. depts → Select MOIL Logo → Register as Vendor -- Filling up details and creating own user id and password → Submit.</p> <p>2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact MOIL/MSTC, (before the scheduled time of the e- tender).</p> <p><i>Contact person (MSTC Ltd):</i></p> <p style="padding-left: 40px;">1. Shri S Mukherjee, DM(e-Commerce) – <a href="mailto:smukherjee@mstcindia.co.in">smukherjee@mstcindia.co.in</a> 2. Ms S Maity, AM(e-Commerce) – <a href="mailto:smaity@mstcindia.co.in">smaity@mstcindia.co.in</a></p> <p>Google hangout ID- (for text chat)- <a href="mailto:mstceproc@gmail.com">mstceproc@gmail.com</a></p> <p>B) System Requirement:</p> <p>i) Windows 7 or above Operating System ii) IE-7 and above Internet browser. iii) Signing type digital signature iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</p> <p>To disable "Protected Mode" for DSC to appear in The signer box following settings may be applied.</p> <ul style="list-style-type: none"> <li>• Tools =&gt; Internet Options =&gt; Security =&gt; Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode".</li> <li>• Other Settings: Tools =&gt; Internet Options =&gt; General =&gt; Click On Settings under "browsing history/ Delete Browsing History" =&gt; Temporary Internet Files =&gt; Activate "Every time I Visit the Webpage".</li> </ul> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools → Internet Options → custom level (Please run IE settings from the page <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> once)</p>
2	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at <a href="http://www.mstcecommerce.com/eprochome/moil">www.mstcecommerce.com/eprochome/moil</a> Tenders will be opened electronically on specified date and time as given in the Tender.</p>
3	<p>All entries in the tender should be entered in online Technical &amp; Price Formats without any ambiguity.</p>
4	<p>Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>

5	E-tender cannot be accessed after the due date and time mentioned in NIT.
6	<p>Bidding in e-tender :</p> <p>a) Vendor(s) need to submit necessary EMD, Tender fees and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority</p> <p>b) The process involves Electronic Bidding for submission of Technical and Price Bid.</p> <p>c) The vendor(s) who have submitted above fees (i.e EMD. Tender fees &amp; transaction fee) can only submit their Techno-Commercial &amp; Price Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement →PSU/Govtdepts→ Login under MOIL→My menu→ Auction Floor Manager→ live event →Selection of the live event.</p> <p>d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid.</p> <p>e) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the price Bid link becomes active and the same has to filled up and then vendor should click on "save" to record their Price bid. Then once both the Technical bid &amp; Price bid has been saved, the vendor can click on the "Final submission" button to register their bid.</p> <p><b>NOTE: - The Techno-Commercial Bid &amp; Price Bid cannot be revised once the "Final Submission" button has been clicked by the bidder..</b></p> <p>f) Vendors are instructed to use <i>Attach Doc button</i> to upload documents. Multiple documents can be uploaded.</p> <p>g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>i) The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</p> <p>j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms &amp; conditions for the tender. In case it is found that the bidder has mentioned deviation in any other form or in any uploaded document, the same shall not be considered &amp; offer shall be treated as non-responsive.</p>
7	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
8	Unit of Measure (UOM) is indicated in the e-tender (Price Bid Format). Bidder to quote as per above mentioned UOM and in Indian Rupees.
9	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
10	Vendors are requested to read the vendor guide and see the video in the page <a href="http://www.mstcecommerce.com/eprochome">www.mstcecommerce.com/eprochome</a> to familiarize them with the system before bidding.

**CHIEF (SYSTEM) & NODAL OFFICER**



**ANNEXURE-C**

<b>TECHNICAL SPECIFICATIONS</b>		
<p>1. The bidder should confirm the acceptance of the Technical Specifications and indicate details. (Bidder should read the NIT and all the Annexure forming part of this e-tender before filling the details or confirming acceptance).</p> <p>2. Under column "Vendor Response", bidder to fill up complete relevant details wherever "Remark" is mentioned.</p>		
<b>IMPORTANT GENERAL TERMS &amp; CONDITIONS OF NIT</b>		
<b>SN</b>	<b>PARTICULARS</b>	<b>VENDOR RESPONSE</b>
1	<p><b><u>LOT NO. 1 : Providing Architectural &amp; Design Engineering Services as</u></b></p> <p><b><u>Pre Design Phase</u></b></p> <ul style="list-style-type: none"><li>➤ Geo Technical Services Which also includes soil investigation.</li><li>➤ Preparation of Estimated Project Cost.</li></ul> <p><b><u>Design Phase</u></b></p> <ul style="list-style-type: none"><li>➤ Preparation of Layout plan , Architectural Drawings &amp; Deliverables.</li><li>➤ Constructability &amp; Value Engineering Services.</li><li>➤ Submission of Plans for Obtaining Statutory Approvals from NMC &amp; Other Statutory Bodies, including necessary liasoning for time bound obtaining of permissions etc.</li><li>➤ Preparation of RCC Designs Drawings Review &amp; approval process.</li><li>➤ Bill of quantities, Technical Specifications.</li><li>➤ Preparation of Structural &amp; Other Design Drawings_</li></ul> <p><b><u>Construction &amp; Handing Over Phase.</u></b></p> <ul style="list-style-type: none"><li>➤ Construction site visits on regular basis from commencement of works at site till handing over.</li><li>➤ Inspection services to ensure high quality materials in consonance with the design documents &amp; specifications.</li><li>➤ Reviewing &amp; Finalization of Contractors schedule and monitoring of the same.</li></ul> <p><b><u>Any other Engineering Services required for successful construction of the School will be in the scope of the bidder.</u></b></p>	<b>AGREE</b>

**ANNEXURE “D”**

**COMMERCIAL TERMS CONDITIONS FORMAT**

1. The bidder should confirm the acceptance of the commercial General terms & conditions and indicate details. (Bidder should read the NIT and all the Annexure forming part of this e-tender before filling the details or confirming acceptance).
2. Under column “Vendor Response”, bidder to fill up complete relevant details wherever “Remark” is mentioned.

**IMPORTANT GENERAL TERMS & CONDITIONS OF NIT**

SN	PARTICULARS	VENDOR RESPONSE
1	Sealed tender with name of work super scribed are invited from Architects & Design Engineering Firms / Individuals registered with Council of Architect having experience in similar nature of works at least for a period of 10 years.	<b>AGREE</b>
2	Bidders 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 bidder shall be deemed to have full knowledge of site, Whether he inspects it not and no extra charges, consequent upon any misunderstanding or otherwise shall be allowed	<b>AGREE</b>
4	Submission of the tender by a bidder shall imply that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done and of conditions and rates at which stores, tools and plant items etc. if any, will be issued to him, by the Company/Corporation and local conditions and other factors bearing on the execution of the works.	<b>Agree</b>
5	General information about the bidder Form- A	<b>AGREE + UPLOAD</b>
6	Information about experience of work of similar nature, indicating the type of work executed, value of work, time period taken and the complete description of work, Form-B.	<b>AGREE + UPLOAD</b>
7	Information regarding equipments, tools etc., giving the details of the equipments, rated capacity of the equipments and other relevant details which have a bearing on the work to be executed, in Form-C	<b>AGREE + UPLOAD</b>
8	Power of attorney of the signatory of the tender	<b>AGREE + UPLOAD</b>
9	Proof of submission of Income Tax return for last three years	<b>AGREE + UPLOAD</b>
10	Photocopy of Audited Balance Sheet, Profit & Loss Account & turnover for last Three Years.	<b>AGREE + UPLOAD</b>
11	Photocopy of Goods & Service Tax Registration.	<b>AGREE + UPLOAD</b>
12	Bidder has to produce experience certificate of having successfully completed similar works of Providing Architectural & Design Engineering Services during last 7 seven years ending last day of the month previous to the one in which the tenders are invited should be either of the following. Providing Architectural & Design Engineering Services to Three Similar completed works having project costing not less than Rs 2.74 Cr  Providing Architectural & Design Engineering Services to Two Similar completed works having project costing not less than Rs 3.45 cr  Providing Architectural & Design Engineering Services to One similar	<b>AGREE + UPLOAD</b>

	<p>completed works having project costing not less than Rs 5.5 Cr.</p> <p><b>Project cost shall mean cost of the construction of the project and not cost of Architectural &amp; Design Engineering Services</b></p> <p><b>Details of Similar Works:</b> Similar works shall mean Providing Architectural &amp; Design Engineering Services for the works of Construction of Mass Housing Schemes, Institutional buildings, Public Buildings, Commercial Complex including all infrastructural amenities such as water supply, sewerage disposal, roads, storm water drains electrification etc.</p> <ul style="list-style-type: none"> <li>• Bidder will have to produce necessary work orders obtained from clients towards the Value of works along with the work completion certificates.</li> <li>• Work order issued by client towards Providing Architectural &amp; Design Engineering Services corresponding to the work orders and the work completion certificates</li> </ul> <p>In case work is executed for private parties, self-certified copy of relevant Tax Deduction at Source (TDS) Certificate issued by the deducter should be submitted by the tenderer along with relevant work order to enable ascertaining scope of work in addition to satisfactory work completion certificate from the party. MOIL shall be at liberty to seek independent confirmations from concerned party(ies) to ascertain veracity of the particulars submitted including scope of work and the bidder should have no objection to seeking such confirmations.</p> <p>Financial turnover of the bidder should be at least two times the estimated cost in the preceding last three years.</p>	
13	PART II portion shall consist of price bid only. While quoting the price under this part, the bidder shall specifically confirm that the prices, as quoted, in this part are for the scope of work, detailed in the technical specifications of the tender document.	<b>AGREE</b>
14	MOIL Ltd. does not bind itself to accept the lowest tender and Reserves the right to accept/reject and/or split any or all tenders, without assigning any reasons, whatsoever.	<b>AGREE</b>
15	The bidders 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 bidder doing so shall be at his own volition and may render the tender liable for rejection	<b>AGREE</b>
16	Any firm/ individual who are relative of the executives working in MOIL and who have direct or indirect business relation with the contractors and other parties having business dealings with the Company are not eligible for offering tender.	<b>AGREE</b>
17	The bidder shall submit the tender satisfying each and every condition laid down in the notice, failing which, the tender will be liable to be rejected. All the columns in schedules/proformas shall be duly filled-in. In case any significant column is found blank, the T.P.C. may seek clarification from the bidder.	<b>Agree</b>
18	The Company reserves the right of accepting the tender either in whole or part, and the bidder shall be bound to execute the same at his quoted rates. The Company also reserves the right to relax the qualifying requirements, in the deserving cases.	<b>Agree</b>
19	Any tax like Goods Service Tax, Income Tax, , Royalties, etc., leviable in respect of this contract shall be payable by the contractor and the Company will not entertain any claim whatsoever in this respect.	<b>Agree</b>
20	Any conditional tender is liable to be rejected summarily	<b>Agree</b>
21	<p><b><u>VALIDITY OF OFFER :</u></b></p> <p>Each bidder shall keep his offer open for a period of at least six months /180 Days from the date of opening of the tender and in the event of the bidder withdrawing the offer before the aforesaid period, for</p>	<b>Agree</b>

	any reason, whatsoever, the earnest money deposited by the bidder may be forfeited.	
22	The rates must be inclusive of all taxes payable against the State Govt./Central Govt., statutory notification, wherever applicable	<b>Agree</b>
23	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.	<b>Agree</b>
24	Name of the Bidder (Company/Firm) & address for correspondence along with Telephone No. & Fax No.	<b>Remark</b>
25	Valid corporate e-mail ID of the bidder.	<b>REMARK</b>
26	Mobile No. of authorized official of the bidder	<b>REMARK</b>
27	Reference No. & date of bid.	<b>REMARK</b>
28	Name of authorized signatory of bidder, who has indicated, confirmed acceptance to the commercial details.	<b>REMARK</b>
29	The terms & conditions of NIT including the terms & conditions indicated in all Annexure of the NIT have to be carefully read by bidder and confirmed un-conditional acceptance of all the terms & conditions covered in this tender Enquiry.	<b>AGREE</b>
30	<b>DECLARATION:</b> <b>"I/We declare that I or none of our partners are relatives of any employee of MOIL". This is ESSENTIAL.</b>	<b>AGREE + UPLOAD DECLARATION</b>
31	Performance Bank Guarantee: As per clause No. 35 of Annexure TE-1	<b>AGREE</b>
32	<b>LIQUIDATED DAMAGES CLAUSE:</b> Refer Clause no.14 of General Terms & Conditions of Tender Enquiry (Annexure - TE1)	<b>AGREE</b>
33	<b>PENALTY CLAUSE:</b> Refer Clause no.37 of General Terms & Conditions of Tender Enquiry (Annexure - TE1).	<b>AGREE</b>
34	<b>FORCE MAJEURE CLAUSE:</b> Refer Clause no.15 of General Terms & Conditions of Tender Enquiry (Annexure - TE1)	<b>AGREE</b>
35	<b>DISPUTE:</b> In the event of dispute arising out of this contract, the decision of Chairman-cum-Managing Director MOIL Ltd. shall be final & binding.	<b>AGREE</b>
36		
37	<p>a) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder &amp; acceptance of the same by the Buyer will form a binding contract between Buyer &amp; the Bidder.</p> <p>b) Unit of Measure (UOM) is indicated in the e-tender (Price Bid Format). Bidder to quote as per above mentioned UOM and in Indian Rupees.</p> <p>c) Price should be quoted necessarily in Indian Rupees (INR) only as per price bid Annexure.</p> <p>d) In case, the tenderer intimates regarding under quote reason , justifying with any reason after opening of the Part-II Price Bid, Tenderer to note that the same shall not be entertained and as such the tenderer shall be bounded to supply as per quoted price in the Price bid in the event they are successful tenderer.</p> <p>e) MOIL will place single order in the name of successful bidder only. Request for more than one order for whatever reason shall not be entertained.</p> <p>f) The bid will be evaluated based on the responses filled in Technical specification Commercial Terms &amp; Conditions .</p> <p>g) No deviation to terms &amp; conditions of the tender document is acceptable. In case it is found that the bidder has mentioned deviation in any other form or in any uploaded document, the same shall not be considered &amp; offer shall be treated as non-responsive.</p>	<b>AGREE</b>
38	<b>RIGHT OF ACCEPTANCE:</b> The purchaser does not bind himself to accept the lowest or any other tender and reserves the right of accepting	<b>AGREE</b>

	the whole or any part of the tender or portion of the quantity offered. MOIL reserves the right to reject or accept any tender either in whole or in part without assigning any reason whatsoever.	
39	The bidding should be strictly as per the terms and conditions and procedures laid down in the tender document failing which the bid is liable for rejection. <b><u>Tenders sent through Telegram, Telex, Fax, hard copy or e-mail will not be considered.</u></b>	<b>AGREE</b>
40	MOIL LIMITED has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.	<b>AGREE</b>
41	MOIL LIMITED reserves the right to vary the quantity of the item (covered in this tender) before the due date and time of opening of tender.	<b>AGREE</b>
42	MOIL also reserves the right to accept whole or partly any tender or reject any tender without assigning any reason whatsoever.	<b>AGREE</b>
43	The right to alter our requirements or to reject any or all the tenders without assigning any reasons is reserved with company.	<b>AGREE</b>
44	General Terms and conditions mentioned in Annexure TE-1 but not covered in Annexure – ‘A’ to Annexure – ‘D’ are also part of this Tender Enquiry.	<b>AGREE</b>
45	It is the responsibility of Bidders/Venders to participate in demo e-tender no. MOIL/13-14/ET/DEMO for e-tenders and get familiarize themselves before participating in the final event. <b>MOIL shall not be responsible for conducting demo.</b> Bidders/Venders are also requested to download vendor guide from the link <a href="http://www.mstcecommerce.com/eprochome/">www.mstcecommerce.com/eprochome/</a> .	<b>AGREE</b>
46	<b>RIGHT TO INFORMATION ACT:</b> Any document/information submitted by the bidder can be made public at appropriate stage, as per Right to Information (RTI) Act. 2005.	<b>AGREE</b>
47	<b>Joint Ventures, Consortiums are not eligible for participation in the tenders.</b>	<b>AGREE</b>
48	<b>Tender Evaluation Procedure: Offers will be evaluated on overall total cost of all the Lots taken together as stipulated in Price Bid Annexure –D</b>	<b>AGREE</b>
49	<b>Bidders are required to upload documents against Item No 1,6,7,8,9,10,11,12,13,14,32 of these commercial Terms &amp; Conditions of Annexure -D</b>	<b>AGREE</b>

**ANNEXURE E  
PRICE BID FORMAT**

Sr.No	Description	Unit of Measurement (UOM)	Quantity	Basic Rate Each in Rs as per UOM	Goods & Service Tax (If any) (as per UOM)(In Rs)	Total Amount In Rs
A	B	C	D	E	F	G
1	<p><b><u>LOT NO. 1 : Providing Architectural &amp; Design Engineering Services as Pre Design Phase</u></b></p> <ul style="list-style-type: none"> <li>➤ Geo Technical Services Which also includes soil investigation.</li> <li>➤ Preparation of Estimated Project Cost.</li> </ul> <p><b><u>Design Phase</u></b></p> <ul style="list-style-type: none"> <li>➤ Preparation of Layout plan , Architectural Drawings &amp; Deliverables.</li> <li>➤ Constructability &amp; Value Engineering Services.</li> <li>➤ Submission of Plans for Obtaining Statutory Approvals from NMC &amp; Other Statutory Bodies, including necessary liaisoning for time bound obtaining of permissions etc.</li> <li>➤ Preparation of RCC Designs Drawings Review &amp; approval process.</li> <li>➤ Bill of quantities, Technical Specifications.</li> <li>➤ Preparation of Structural &amp; Other Design Drawings.</li> </ul> <p><b><u>Construction &amp; Handing Over Phase.</u></b></p> <ul style="list-style-type: none"> <li>➤ Construction site visits on regular basis from commencement of works at site till handing over.</li> <li>➤ Inspection services to ensure high quality materials in consonance with the design documents &amp; specifications.</li> <li>➤ Reviewing &amp; Finalization of Contractors schedule and monitoring of the same.</li> </ul> <p><u>Any other Engineering Services required for successful construction of the School will be in the scope of the bidder.</u></p>	Lumpsum	1.00			

**Note:** Please read before filling price bid.

1. Item Sl. No., description & unit of measurement should be as per technical specifications
2. All cell should be filled, no cell should be left blank.
3. In case any cell is not applicable, then please insert 0.00 in that particular cell.
4. Goods & Service Tax (GST) should be calculated as per the current rate as applicable and absolute value in terms of Rs. Per unit should be indicated (Percentage should not be indicated).
5. Nothing extra will be payable over & above the percentage of Good & Service Tax, , other levies quoted except on govt. notification during the contractual period .
6. Evaluation Criteria: Offers will be evaluated as per evaluation criteria as per Annexure C.

a)	Basic Rate Each (as per UOM) (In Rs.)
b)	Good & Service Tax (If any) Each (as per UOM) (In Rs.)
	Formula Entered by user ==> a+b

**Formula Entered by user ==> a+b**



**Form A**

<b>Sr.No</b>	<b>PARTICULARS</b>	<b>VENDOR RESPONSE</b>
1	Name of the applicant, his nationality and full address	Remark
2	Undertakings or Hind Whether the Firm is a private or Public: Undertakings or Hindu undivided Family, Individual or a registered Partnership Firm. (Attested copies of Deeds or Articles of Association / Partnership Deed to be enclosed)	Remark
3	Whether the Firm is a private or Public :	Remark
4	Telex & Telephone No. : (Office & Residence)	Remark
5	Name of the person holding the Power : of Attorney and his Nationality with him/her liabilities ( attested copy of the Power of Attorney to be enclosed)	Remark
6	a) Name of Partner, their present : nationality with their liabilities (Attested copy of the Partnership Deed to be enclosed) b) Name & address of he Directors : of the Firm.	Remark
7	Name of the Bankers and their full : Address / addresses (NOTE : The Banker's report in original, preferably in sealed cover giving his/their financial capacity to handle works of the required magnitude should be enclosed along with the tender)	Remark
8	Present place of business :	Remark
9	Present type of business and the value: Of similar jobs carried out by them in The last three years (Please give on a separate sheet details of the work, the value of the work. Details be supported with copies f work orders etc.)	Remark
10	Licence of registration with the Regional: Labour Commissioner.	Remark
11	Whether the bidder has registered himself: in any other Public Undertakings for similar work? If so, photocopy of such registration may be furnished.	Remark
12	Whether the bidder has quoted for or been : awarded any contract of similar nature with any other Company / Undertaking etc. during a part or whole of the period covered by this contract ? If so, please furnish details.	Remark
13	Whether the bidder or any of his Partner : Is a dismissed/ retired Government servant / employee of MOIL or any other Public Sector Undertakings? If yes, please give details.	Remark
14	Has the bidder or any of his Partner or : shareholders been blacklisted or removed from the approved list of contractors, or demoted to lower class or orders passed banning / suspending business etc. by any Govt. / Department / Private Cos. etc. in the past? If yes, please give details.	Remark

15	Has the bidder submitted Earnest Money : Deposit along with the tender Please indicate The following : I) Amount of Earnest Money Deposit ii) Draft No. date and name of the bank	Remark
16	Whether Income Tax Clearance certificate uploaded.	Remark+Upload
17	Whether Balance Sheet of last three years Uploaded	Remark+Upload
18	Whether solvency certificate of appropriate amount from the Banker uploaded	Remark+Upload
19	Whether Partnership deed in case of more than one owner is uploaded	Remark+Upload

**FORM – B**

No	Organization	Quantum of work	Value of work	Duration of work	Whether completed or under progress	Delay, if any from scheduled completion date	Penalty/Bonus/ if any	Remarks

**FORM – C**

I/We have Uploaded the photo copy of all the relevant document required as per tender terms and conditions and arranged as per following page No. in our part I.		
SR.NO	PHOTO COPY OF THE DOCUMENT	Vendor Response
1	Proof of Submission of Income Tax return	Remark+ Upload
2	Solvency certificate from the bankers.	Remark+ Upload
3	Audited Balance sheet for the last three year.	Remark+ Upload
4	Audited Profit & Loss account for last three years.	Remark+ Upload
5	Work done certificate for similar work of at least 30%of the value of the present tender. (Copy of Work order and satisfactorily completion report)	Remark+ Upload
6	Audited Turn over certificate for last three years.	Remark+ Upload
7	No. of trucks on the name of the Contractor with proof.	Remark+ Upload
8	Appropriate class contractor registration with MES/CPWD/PWD of Maharashtra State/ M.P.State/ Public Sector Undertakings/ Semi or Quasi Govt. Organization Sector having experience in similar nature of works at least for a period of 3 years.	Remark+ Upload

## ANNEXURE TE-1

	<b>MOIL LIMITED</b> (Formerly Manganese Ore (India) Ltd.) (A GOVERNMENT OF INDIA ENTERPRISE) CIVIL DEPARTMENT "MOIL BHAWAN". 1A. KATOL ROAD. NAGPUR:440 013 (M.S.)	Ph.No.PBX: 0712-2806209, PRI: 0712-2806100.
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### GENERAL TERMS & CONDITIONS OF TENDER ENQUIRY

#### **1. DEFINITION & INTERPRETATIONS**

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

- 1) The "COMPANY" shall mean MOIL Limited. Incorporated in India, having its registered office at 1-A, MOIL BHAWAN, MOIL CHOWK, KATOL ROAD, NAGPUR - 440013 and hereinafter referred to as MOIL.
- 2) "THE CHAIRMAN CUM MANAGING DIRECTOR": shall mean the Chairman & Managing Director of MOIL, or his successors in office, as designated by the Company.
- 3) "THE CONTRACTOR" shall mean the person, Firm or Company whose tender has been accepted by the Company and includes the Contractor's legal representative, his heirs, successors and assignees.
- 4) "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.
- 5) "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.
- 6) "CONTRACT DOCUMENT" shall mean collectively the tender documents designs, drawings, specifications and any other documents constituting the tender.
- 7) "TEMPORARY WORK" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the works.
- 8) "SPECIFICATIONS" shall mean all directions, written or verbal by the authorised representative of MOIL, various technical specifications, provisions and requirements uploaded to the contract.
- 9) "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.
- 10) "SITE" shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Company for the purpose of contract.
- 11) "NOTICE IN WRITING OR WRITTEN NOTICE" shall mean a Notice in written, typed or printed characters sent to the registered office of the addressee and shall be deemed to have been received in the ordinary course of post by which it would have been delivered.

- 12) "THE COMPLETION CERTIFICATE" shall mean the certificate to be issued by the designated Chief (Civil) or his nominee, when the works have been completed to his satisfaction.
- 13) "THE APPOINTING AUTHORITY" for the purpose of arbitration shall be the Chairman and Managing Director or any other person so designated by him.
- 14) "THE ACCEPTING AUTHORITY" shall mean the Chairman cum Managing Director of MOIL Limited or his authorized representative.
- 15) "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.
- 16) "MINE MANAGER" shall mean DGM(Mines)/Chief (Mines) / Dy. Chief (Mines) / Sr.Manager (Mines) etc., designated and authorized to work as a Mine Manager of the respective mine, in terms of the Mines Act.
- 17) "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.
- 18) "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.
- 19) "Chief (Civil)" shall mean the officer so designated shall include any other officer authorized by the company for the purpose of this contract.
- 20) "Consultant" shall mean the technical person appointed by the company for the purpose of this contract.

## **2. GENERAL TERMS & CONDITIONS.**

1. The Competent Authority shall be the Accepting Officer, hereinafter referred to, as such, for the purpose of this contract.
2. **Security Deposit:**
  - I a) The bidder whose tender is accepted shall permit the Company at the time of making any payment to him, for work done under the contract, to deduct towards Security Deposit an amount equal to 10% on the first Rs.1.00 Lakh, 7.5% on the next Rs. 1 Lakh and 5% on the balance of the gross amount of the bill, till the total sum, so deducted, amounts to the stipulated security deposit i.e. 5% of the value of the work order.
  - b) The Security Deposit shall be held by the Company until Six months after the completion of the work and shall be refundable to the Contractor on demand and only after adjusting any amounts that may be due to the Company, from the Contractor. The security deposit shall not bear any interest.
  - II. Security deposited will be returned to the contractor after successful completion of final acceptance by MOIL.
  - III. 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.
3. On completion of the work, all rubbish, brick-bats etc. shall be removed by the contractors at their own expenses and the site cleaned and handed over to the Company
4. **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 at such rates, as may be computed and fixed by the Company.

5. **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 given only after it is approved by the Board of Directors of the company.
6. **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.
7. 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.
8. 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.
9. 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.
10. The rates must be inclusive of all taxes payable against the State Govt./Central Govt., statutory notification, wherever applicable.
11. In case of contracts, the contractor whose tender has been accepted, shall execute an agreement, in the prescribed MOIL's 'C' Form within a fortnight, of the date of communication of the acceptance of his tenders. In the event of failure to do so, the earnest money shall be liable to be forfeited. In case of contract exceeding Rs. 50 lakhs, the contractor who's tender has been accepted, shall create an agreement on Rs.100/- non judicial stamp paper in MOIL's prescribe format with in fortnight, of the date of communication of the acceptance of his tenders.
12. **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.
13. **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.
14. **FORCE MAJEURE CLAUSE :**
  - A. if in the event the agency to the contract is prevented from discharging its/their obligations under the contract by reason of one or more of the events such as arrest(s), restraint(s) by Government or people, blockade(s), revolution(s), insurrection(s), mobilization(s), strike, block-out(s) blockade(s) civil commotion(s), riot(s), accident(s), scarcity/insufficiency of supply of wagons by Railways, preventing or delaying the loading of ores, Govt. requisition, Govt. order or statutory action or natural calamity or act(s) of God or any cause of

whatever nature or description beyond the control of the company, then the agency shall have no claim whatsoever, against the company for any loss, damage caused to the agency by such reason.

On the occurrence of any of the force Majeure condition, the party concern shall notify the company in writing of such occurrence within 10 days of occurrence stating their in the date of occurrence of Force Majeure disability, by registered letter duly certified by statutory authorities. The agency shall resume the work as soon as practicable after such eventuality has ceased to exist of which the company shall be the sole judge. In the event of delay lasting over one month, if arising out of Force Majeure, both parties shall discuss and agree upon an equitable solution for termination of the contract, or other course of action to be adopted mutually.

B. For delays arising out of Force Majeure, the bidder will not claim extension in completion due for a period exceeding the period of delay, attributable to the causes of Force Majeure and neither the Company nor the bidder shall be liable to pay extra costs, provided it is mutually established that Force Majeure condition did actually exist.

**15. 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 moneys, due to contractor, on any account and if such moneys are not sufficient the contractor shall be called to pay the same within 30 days.
- 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.

- 16. 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.

Signature & Seal of Bidder



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.

17. **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.
18. **ARBITRATION:** Any dispute of difference under or arising out of or in respect of the agreement/work order shall be settled through mutual discussion. If matter is not resolve in mutual discussion then same shall be referred to the Chairman-cum- Managing Director of MOIL, MOIL Bhawan, 1-A Katol Road, Nagpur-13 or his authorized representative as sole arbitrator and the decision of sole arbitrator on the matter in dispute shall be final and binding on the contractor and the company. The arbitrator shall enter the reference and conduct his proceeding according to provision of the Arbitration & Conciliation Act 1996. The arbitrator shall be competent to decide whether any matter of dispute or difference referred to him, falls within the purview of the arbitration, as provided for above. There will be no objection to any such appointment that the person appointed is or was any employee of MOIL and that he had to deal with the matter to which the agreement relates and that in course of his duties as such employees of MOIL he has expressed views on all or any of the matter in dispute or difference. It is a term of this agreement that event of such an arbitrator, to whom the matter is originally referred by the CMD, MOIL, 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. The cost 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.
19. **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.
20. **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.
21. **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.
22. **STATUTORY RULES & REGULATIONS:**
- The contractor will abide by all the laws of the land applicable to this type of job.
  - 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.
  - 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.
  - 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, Metalliferrous 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 by 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 assorted violation, by the Contractor and also from all claims, suites or proceedings, that may be brought against the Company.

**23. PAYMENT OF BILLS & SHEDULE OF PAYMENT**

<b>^ A' RETAINER</b>	:	On appointment / Signing of Agreement / Acceptance of offer.	- Rs. 25,000/-
<b>Stage 1</b>	:	On submitting conceptual designs and required preliminary scheme for MOIL's approval along with preliminary estimate of cost (1).	- 10% of the total fees payable.
<b>Stage 2</b>	:	a) On incorporating MOIL's suggestions and submitting drawings for approval from the Client before commencement of work.	- 30% of the total fees payable less payment already made at Stage 1.

		b) Upon MOIL's approval, necessary for commencement of construction wherever applicable.	- 35% of the total fees payable less payment already made at Stages 1 to 2(a).
<b>Stage 3</b>	:	Upon preparation of all working drawings, including Structural design drawings Specifications and schedule of quantities sufficient to prepare estimate of cost.	- 45% of the total fees payable Less payment already made at Stages 1 to 2(b).
<b>Stage 4</b>	:	On inviting, receiving and analyzing tenders, Advising MOIL on appointment of Contractors.	- 50% of the total fees payable Less payment already made at Stages 1 to 3.
<b>Stage 5</b>	:	<b>a)</b> On submitting working drawings and Details required for commencement of Work at site.	- 65% of the total fees payable less payment already made at Stages 1 to 4.
		<b>b.(i)</b> On completion of 20% of the work.	- 70% of the total fees payable less payment already made at Stages 1 to 5 a
		<b>(ii)</b> On completion of 40% of the work.	- 75% of the total fees payable less payment already made at Stages 1 to 5b (i).
		<b>(iii)</b> On completion of 60% of the work.	- 80% of the total fees payable Less payment already made at Stages 1 to 5b (ii).
		<b>(iv)</b> On completion of 80% of the work.	- 85% of the total fees payable Less payment already made at Stages 1 to 5 b(iii).
		<b>(v)</b> On Virtual completion of the work.	- 90% of the total fees payable Less payment already made at Stages 1 to 5b(iv)
<b>Stage 6</b>	:	On submitting Completion Report and on issue of as built drawings.	- 100% of the fees payable less payment already made at various stages and retainer.

- a. The running bills shall be submitted by the Contractor, normally at monthly intervals, for the work executed, as certified by the Officer - in - Charge.
- b. The final bills shall be submitted by the Contractor within 60 days of the completion of works and no further claims shall be made by the Contractor, after submission of the final bill. Any such additional bill shall be deemed to have been waived or extinguished.
- c. RTGS/e-Payment: Real Time Gross Settlement/e-Payment shall be encouraged.

24. **PENALTY:** In the event of placement of order the successful tenderer fails to execute the works the Company may at its discretion impose any or more of the following penalties:

- (a) Cancellation of the purchase order in part or whole;
- b) Imposition of penalty ranging 3% to 10% of the total value of the order;
- (c) Forfeiture or adjustment of earnest money or security deposit or PBG wholly or partly without notice to the Supplier;
- (d) Recovery of extra cost incurred by Company in executing the works from other sources which may be without notice.
- (e) Removal of tenderers name from the Company's approved list of tenderer
- (f) Recovery of liquidated damages;
- (g) Recovery may be from any of the pending bill(s) of the supplier now or in future as the case may be.

**Annexure - F**  
**COMPANY / FIRM / ESTABLISHMENT INFORMATION**

1	Corporate Identification Numbers	
2	Company Name / Firm Name Name of Establishment	
3	RoC Area ( Company Registrar area)	
4	ROC Registration Number( Company Registration No)	
5	Activity ( Traders, Number )	
6	Category Proprietorship / HUF / Partnership Firm / Company & Company Sub-category	
7	Class of Company ( Private / PSU)	
7	Date of Incorporation	
8	Email ID	
9	Whether Register with MSME/ NSIC/SSI / DGS&D	
10	Valid up to (Date to be mentioned)	
11	Address 1	
12	Address 2	
13	City	
14	State	
15	Pin Code	
16	Country	
17	IBM No. ( IF applicable) ( For Mining only)	
18	PAN NO.	
19	TIN No. and Date of Incorporation ( State wise TIN No)	
20	GST Tax No.	
21	Excise Registration No. If any	
22	Telephone No.	
23	Mobile No.	
24	Name of Contract Person	
25	Bank Name	
26	Branch Name	
27	Bank A/c No.	
28	Branch Address	
29	IFSC Code No.	