



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5613622  
Dated/दिनांक : 16-11-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	07-12-2024 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	07-12-2024 12:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Steel
Department Name/विभाग का नाम	Moil Limited
Organisation Name/संगठन का नाम	Moil Limited
Office Name/कार्यालय का नाम	Moil Limited
Total Quantity/कुल मात्रा	1765
Item Category/मद केटेगरी	RATE CONTRACT FOR ONE YEAR FOR TRANSPORTATION OF COAL FROM WCL' s FOLLOWING COLLIERIES TO OUR FERRO M
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	RATE CONTRACT FOR ONE YEAR FOR TRANSPORTATION OF COAL FROM WCL's FOLLOWING COLLIERIES TO OUR FERRO MANGANESE PLANT, BALAGHAT MINE, PO: BHARWELI, DISTT: BALAGHAT (MP)
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"><li>• Steam Coal</li></ul>
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

<b>Bid Details/बिड विवरण</b>	
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	No
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>ITC available to buyer/क्रिता के लिए उपलब्ध आईटीसी</b>	Yes
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	6 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

#### **EMD Detail/ईएमडी विवरण**

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

#### **ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	IDBI Bank
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	14

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

GM(Materials)

MOIL Limited, MOIL Bhavan, Material Department, 1A, Katol Road, Nagpur 440013  
(Shri. S. B. Chaudhari)

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Preference to Make In India products (For bids < 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. 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. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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

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

## RATE CONTRACT FOR ONE YEAR FOR TRANSPORTATION OF COAL FROM WCL' S FOLLOWING COLLIERIES TO OUR FERRO M ( 1765 metric tonne )

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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### Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	NA

### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Manohar Mahale	481102,MANJHARA BALAGHAT	1765	365

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

#### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

#### 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.

#### 3. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

#### 4. **Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

#### 5. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

#### 6. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

#### 7. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

#### 8. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

#### 9. **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 25% of total value.

#### 10. **Purchase Preference (Centre)**

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the

bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

#### 11. 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.

#### 12. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### ADDITIONAL COMMERCIAL TERMS & CONDITIONS

<p>1. The bidder should confirm the acceptance of the commercial terms &amp; conditions and indicate details. (Bidder should read the NIT and all the Annexure forming part of this tender before filling the details or confirming acceptance).</p> <p>2. Under column “<b>ACCEPTANCE &amp; RESPONSE OF THE BIDDER</b>”, bidder to fill up complete relevant details wherever “Remark” is mentioned.</p>		
SN	COMMERCIAL TERMS & CONDITIONS	ACCEPTANCE & RESPONSE OF THE BIDDER
1	<p><b><u>The Sellers/Bidders who are not in the category of EMD exemption:</u></b></p> <p><b>Step-I:</b> The intending bidders should submit Earnest Money of <b>₹25,000/</b> for tendered item mentioned in bid documents to MOIL Ltd., alongwith their offer otherwise their offer will summarily rejected. EMD should be deposited electronically (RTGS/NEFT) from Nationalised/ Scheduled Bank only in the designated account as under:</p> <p>a: Name of Bank &amp; Branch: IDBI Bank, Civil Lines Branch, Nagpur</p> <p>b: Account No. 0041102000038465</p> <p>c: IFS Code: IBKL0000041</p> <p>Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy/proof of the Online Payment Transfer along with bid. Bidders are requested to upload the EMD details in format mentioned below. EMD should be deposited in one go and exact amount should be reflected in our</p>	<p><b>AGREE + UPLOAD DECLARATION</b></p>

bank statement on or before the opening date & time of tender, failing which the offer shall be rejected outrightly.

**Step-II:** After remittance of Earnest Money as above, UTR No./Reference No. in case of IDBI Bank should be submitted by participating bidder in their offer on GeM Portal. The receipt of EMD shall be verified by MOIL Ltd., against details of the UTR No. /Reference No. in case of IDBI Bank and offers of those participating bidders whose receipt of EMD is confirmed by Finance Department, MOIL Ltd., shall be considered for further evaluation. In short, mentioning the correct UTR No. /Reference No. in case of IDBI Bank in their offer on GeM Portal is mandatory, failing which the offer shall be rejected outrightly.

**Earnest Money by way of Demand Draft, cheque, bank guarantee, deposit receipt or any other form will not be entertained. i.e. No other mode of payment of EMD shall be accepted.**

**EMD shall be forfeited if any bidder withdraws their offer before finalization of this tender.**

**NOTE: EMD of the successful bidder shall be returned within 30 days of submission of Performance Bank Guarantee/Security Deposit as per contractual terms or thirty days of successful completion of contract, whichever occurs earlier.**

**Format of EMD deposited.**

Bid Number: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Bidder PAN No.: \_\_\_\_\_

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

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

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

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

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

Schedule	Description of Item /Category	Correct UTR No. / Reference No.	Date	Amount
1	RATE CONTRACT FOR ONE YEAR FOR TRANSPORTATION OF COAL FROM WCL's FOLLOWING COLLIERIES TO OUR FERRO MANGANESE PLANT, BALAGHAT MINE, PO: BHARWELI, DISTT: BALAGHAT (MP)-481102			25,000/-

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

	<p><b>Signed:</b></p> <p><b>Designation:</b></p> <p><b>Corporate Seal:</b></p> <p><b>For EMD Exemption bidder(s):</b></p> <p>The bidder seeking EMD exemption, <b>must submit</b> the valid supporting document for the relevant category as per GeM GTC with the bid [May refer Point No.4(xiii), (n) of GTC (General Terms &amp; Conditions) with amendments, if any]. Under MSE category, only Manufacturers for Goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy. <b>In absence of valid EMD Exemption document, the bid will be out-rightly/summarily rejected and no correspondence in this regard shall be entertained.</b></p> <p><b>Step I: The participating bidders under this category should <u>mandatorily mention the exemption document type in their offer on GeM Portal.</u></b></p> <p><b>Step-II: <u>Upload the relevant document in the upload link on GeM Portal.</u> 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.</b> In short, mentioning the exemption document type in their offer on GeM Portal &amp; uploading the same on GeM portal is <b>mandatory</b>, failing which the offer shall be rejected outrightly.</p> <p><b>C: PSUs:</b> State/Central Govt. Organization/PSUs are exempted from submission of EMD/SD. However, they should <b>mandatorily mention the document type in their offer on GeM portal for getting exemption and Upload the relevant document with their offer on GeM portal</b>, failing which the offer shall be rejected outrightly.</p>	
2	<b>RATE CONTRACT:</b> MOIL shall enter into annual rate contract for one year for Transportation of Coal from WCL's Ballarpur / Sasti Colliery (Distt.: Chandrapur) to FMP, Balaghat Mine, PO - Bharweli, Distt: Balaghat (MP).	<b>AGREE</b>
3	<b>CHANGE OF COLLIERY:</b> In case of any unforeseen reason, if M/s WCL changes colliery other than Ballarpur/Sasti Colliery and issue DO of changed Colliery, contractor shall be liable to collect the Coal from changed colliery and transport the same by road upto FMP, Balaghat Mine, PO - Bharweli, Distt: Balaghat (MP). However, MOIL Limited shall amend increase/decrease in rate per MT, as per distance of the changed Colliery on pro-rata basis.	<b>AGREE</b>
4	<b>QUANTITY:</b> Our annual requirement is <b>1765 MT (+/-20%)</b> . The quantity mentioned is likely to be less or more depending upon the consumption pattern at plant. The Coal shall be lifted every month as per FSA. Transporter shall be liable for transportation of Coal as per delivery order, allotted by WCL. The bidder/transporter should, therefore, confirm that they shall transport the coal every month as per D.O. quantity and Collieries of WCL	<b>AGREE</b>
5	<b>QUANTITY VARIATION:</b> +/- 20%. However, in the event due to any reason, whatsoever MOIL Ltd. decides to procure lower quantity, no loss or claim due to such reduced quantity for transportation shall be entertained. In short MOIL Limited will have full rights to transport that much quantity which is required and no loss or claim, whatsoever, on this account shall be entertained.	<b>AGREE</b>



6	<b>ADDITIONAL QUANTITY:</b> At present MOIL Limited intends to transport <b>1765 MT</b> of Coal with an option to increase the quantity at the same rate, terms and conditions by an additional quantity upto 20% exercisable at the sole discretion of MOIL Limited before the transportation of last consignment.	<b>AGREE</b>
7	<b>EXTENSION OF RATE CONTRACT:</b> The bidder/transporter should confirm that if MOIL Limited requires, they agree to extend the rate contract for a further period of 3 to 4 months with the same rate, terms & conditions	<b>AGREE</b>
8	<b>PARALLEL RATE CONTRACT:</b> In the interest of company MOIL Limited shall be at liberty to enter in a parallel rate contract with other transporter(s) to lift the coal through them. Also MOIL Limited reserves full right to procure Coal from any other source.	<b>AGREE</b>
9	<b>LIASONING:</b> The transporter has to keep good liaison with WCL authorities in order to ensure prompt loading of good quality and complete quantity, failure to do so will be treated as one of the non-satisfactory performance.	<b>AGREE</b>
10	<b>TRANS-SHIPMENT:</b> The transporter will not be allowed to sublet the contract to anybody else for transportation of coal. The Transshipment under any circumstance is not permitted. The truck(s) loaded at WCL's collieries should directly go to Fe. Mn. Plant, Balaghat Mine, PO - Bharweli, Distt: Balaghat (MP). For this purpose necessary documents shall be checked by MOIL Limited.	<b>AGREE</b>
11	<b>FIRM RATE:</b> The rates quoted shall remain firm for one year from the date of Rate Contract or till the transportation is completed in all respect except increase / decrease in Diesel price as per the Price Escalation Formula as mentioned below.	<b>AGREE</b>

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

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

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

Where A = Distance from WCL's Ballarpur/Sasti Colliery} \* (ONE WAY  
(Distt.: Chandrapur) to FMP, Balaghat Mine} ONLY)

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

C = Mileage & D = Capacity.

\* Distance from Ballarpur Colliery to FMP, Balaghat Mine - 375 Kms.

\* Distance from Sasti Colliery to FMP, Balaghat Mine - 397 Kms.

**KINDLY NOTE:**

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

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

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

**AGREE**

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

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

17	<p><b>BANK GUARANTEE (in the lieu of Security Deposit)</b> : The successful tenderer will have to submit Bank Guarantee on non-judiciary Stamp Paper of appropriate value in lieu of security deposit @5% for period of <b>14 Months</b> of the total value of transportation during the contract period &amp; shall remain valid for the contractual period.</p> <ul style="list-style-type: none"> <li>- Bank Details : MOIL Limited, Nagpur</li> <li>- Name of the Bank &amp; Branch: IDBI Bank, Gupta House, Ravindranath Tagore Road, Civil Lines Nagpur-440001</li> <li>- IFS Code: IBKL0000389</li> <li>- Current Account No. 041102000018027.</li> <li>- The PBG will be submitted through Structured Financial Management System(SFMS) platform</li> <li>- Performance bank guarantee to be uploaded on GeM Portal within 15 days of award of contract on GeM, as per General Terms and Conditions (GTC) on GeM, [refer clause no. 7, ii]. Hard copy to be submitted to JGM (Fin.), MOIL LTD., "MOIL BHAWAN" 1A KatoI Road, Nagpur-440013.</li> </ul> <p>Performance Bank Guarantee is to be furnished by a specified date (generally fifteen days after notification of award) and it should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.</p> <p>The performance security will be forfeited in the event of a breach of contract by the bidder/contractor. It shall be refunded to the bidder/contractor without interest, after he duly performs and completes the contract in all respects but not later than sixty days of completion of all such obligations including the warranty under the contract.</p>	<b>AGREE</b>
18	Bidders who have not performed satisfactorily in the earlier Tenders/Work Orders OR have violated the terms of NIT, MOIL Ltd. reserves the right to dis-qualify that bidder.	<b>AGREE</b>

19

**Revised Public Procurement (Preference to Make in India):**

It is certified that the tender is compliant to PPP MII order & shall be finalized keeping in view of all its updates. The instant tender shall be inter-alia subject to "Revised Public Procurement (Preference to Make in India), Order 2017 Revision, (as amended from time to time) bearing No. P-4502 1/2/2017 PP (BE-II) issued by the Government of India, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (Public Procurement Section)" dated 16/09/2020. The tenderers who wish to take the preference under the said Order dated 16/09/2020 shall mandatorily be required to submit the requisite documents as prescribed under the Public Procurement (Preference to Make in India), Order 2017-Revision. Only after satisfactory submission of the requisite documents benefits under the aforesaid Order shall be provided. Revised order or any updates may be accessed at DPIIT's website: <https://dipp.gov.in/public-procurements>.

Only to facilitate, we may request to refer Clause No.9(a) & (b) of above order towards "Verification of Local Content" reproduced hereunder and upload 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.

In event of non-submission of the above documents, your offer shall be liable to be ignored.

**AGREE  
+ UPLOAD  
DECLARATION**

20	<p><b><u>Restrictions on Public Procurement from Certain Countries:</u></b></p> <p>In this regard bidder may please refer the Annexure 'G' comprising Office Memorandum No. 6/18/2019-PPD dt. 23-07-2020 &amp; subsequent orders issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India towards restrictions on Public Procurement from certain countries.</p> <p>Referring to the above, the <u>Local Suppliers</u> should <b>upload</b> the certificate as under:</p> <p><i>"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</i></p> <p>However, if any <u>Local Supplier</u> 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 <b>upload</b> the certificate as under:</p> <p><i>"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 fulfills all requirements in this regard and is eligible to be considered. The evidence of valid registration by the Competent Authority is uploaded herewith".</i></p> <p>Note.</p> <p>1. Bidder to choose any one of the above condition which is applicable and <b>upload</b> the same in upload link.</p> <p>2. <u>In case of Indian Agents of the Local Suppliers quoting against the Tender, both the Indian Agent and their Principals should <b>upload</b> the above mentioned certificates.</u></p>	<p><b>AGREE</b></p> <p><b>+ UPLOAD DECLARATION</b></p>
21	<p><b><u>WORK TO BE CARRIED OUT UNDER THIS CONTRACT:</u></b></p> <p>a) Loading of Coal in truck using WCL's Mechanical loading equipments or directly through chute at WCL's collieries or from ground stock of Coal by engaging labors.</p> <p>b) Sorting of stones/shells at WCL at the time of loading, as and when required.</p> <p>c) Transporting the same by Road upto Ferro Manganese Plant, Balaghat Mine, Distt. Balaghat (MP) which is 375 km. from Ballarpur Colliery and 397 km. from Sasti Colliery of WCL.</p> <p>d) Unloading of Coal after Weighment at Balaghat Mine as directed by DGM (Process), FMP, Balaghat Mine.</p> <p>e) Liasoning with WCL authorities in order to ensure prompt loading of good quality and complete quantity of allotted delivery order. Also collection of invoices from WCL and submitting the same to Jt.GM (Fin.), MOIL Bhawan, 1-A, Katol Road, Nagpur - 440 013.</p> <p>f) In short the contract includes loading, sorting, transporting, unloading of Coal at our FMP, Balaghat Mine and liasoning with WCL, collection of invoices from WCL &amp; submitting the same to our Finance Department, MOIL Bhawan, 1-A, Katol Road, Nagpur - 440 013.</p>	<p><b>AGREE</b></p>

22	<b>OPERATING AUTHORITY:</b> The contract shall be operated by you under the control of GM (Materials), MOIL Ltd., MOIL Bhawan, 1-A, Katol Road, Nagpur - 440 013.	<b>AGREE</b>
23	<b>DISPUTES:</b> In the event of any dispute arising out of the contract the decision of the Chairman-Cum-Managing Director, MOIL Ltd., Nagpur, shall be treated as final and will be binding on the contractor/transporter.  <b>a.</b> In the event of any unsettled disputes, arising due to unforeseen situation decision without prejudice, in the interest of MOIL Ltd., by CMD, MOIL Ltd., shall be treated as final and binding.	<b>AGREE</b>
24	<b>JURISDICTION:</b> All questions, disputes or differences, arising under, outside or in connection with the tender/order/contract shall be subject to the exclusive jurisdiction of the Courts at Nagpur only.	<b>AGREE</b>
25	<b>TERMINATION OF CONTRACT:</b> In the event of violation of the terms mentioned above, the contract shall be liable for termination with 24 hrs. notice.	<b>AGREE</b>
26	<b>ARBITRATION CLAUSE:</b> Disputes & Arbitration (for PSUs only)- "All the Disputes and differences arising out of or in any way touching or concerning this agreement between the parties shall be resolved by a reference to the permanent Machinery of Arbitrators (PMA) i.e. to the Sole Arbitrator or in the department of Public Enterprises as per the O.M. No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22/05/2018 issued by the Department of Public Enterprises, Ministry of Heavy Enterprises (Govt. of India) and for all purposes of the arbitration the rules and procedure prescribed therein shall be applicable".	<b>AGREE</b>
27	The Terms and Conditions of our e-tender shall also be applicable along with terms and conditions as mentioned above.	<b>AGREE</b>

### 13. Buyer Added Bid Specific ATC

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

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.



6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---