



**MOIL LIMITED,  
NAGPUR**

**Invites**

**Open Tender For**

**TENDER FOR SELECTION OF IMPLEMENTING PARTNER FOR**

**“SAKSHAM BALIKA YOJNA”**

**SCHEME FOR SPONSORING GIRL STUDENTS FOR PURSUING COURSES OF  
GNM (GENERAL NURSING AND MIDWIFERY) FOR A PERIOD OF THREE  
YEARS**

**UNDER CORPORATE SOCIAL RESPONSIBILITY**

**MOIL/ MOIL LIMITED/CMC/25-26/ET/75**

## **1. BRIEF INTRODUCTION:**

MOIL Limited intends to invite open tender from recognized medical institutions to impart GNM (General Nursing and Midwifery) Course in Healthcare to local girls belonging to Below Poverty Line Families residential programme. This residential program aims to equip participants with essential nursing and midwifery skills in alignment with the latest training methodologies.

Training Organizations that meet the required Qualification Criteria and have the capability to deliver the given Scope of Work will be considered for award of work

The Training Organizations suiting the needs for particular courses will be asked to give their financial offers for holding training courses as per requirements.

The selected institution shall:

- Provide residential GNM training as per Indian Nursing Council (INC) norms
- Ensure compliance with State Government approvals
- Mobilize, select, train, and place candidates
- Maintain quality training infrastructure and certified faculty
- Ensure a minimum 70% placement upon completion

Training Organizations meeting eligibility conditions and possessing adequate capacity are invited to submit their bids.

## **2. INVITATION FOR PROPOSALS**

MOIL Limited invites open tender from recognized medical institutions for delivering Residential Programme of training in Health Care Skill Training with the conditions and in the manner prescribed in this tender document.

Bidders are advised to study this tender document carefully before submitting their proposals in response to the tender notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications. Bidders are requested to attend the pre-bid meeting on the date and time mentioned in the document. Submission of an online bid shall be considered as acceptance of all terms and conditions. Bidders are encouraged to attend the Pre-Bid Meeting as scheduled.

**NOTICE INVITING TENDER**

Tender in two parts invited from Educational Institution (approved by INC/ State Nursing Council)  
**(Only through e-Tender)**

**SCHEDULE OF TENDER (SOT)**

**Name of work: - Selection of Implementing Partner for “Saksham Balika Yojna” Scheme for Sponsoring Girl Students for pursuing courses of GNM for a period of three years (General Nursing and Midwifery).”**

**Tender No. MOIL/MOIL LIMITED/Contract Management Cell/25-26/ET/75 Estimated Cost: Rs. 1,17,00,000.00**

a. TENDER NO., DATE, ITEM	E-Tender No. MOIL/ MOIL LIMITED/CMC/25-26/ET/75 for “ <b><u>Selection of Implementing Partner for “Saksham Balika Yojna” Scheme for Sponsoring Girl Students for pursuing courses of GNM for a period of three years (General Nursing and Midwifery).”</u></b> ”
b. MODE OF TENDER	e-Tendering System Online submission of Part-I (Technical & Commercial Part) and Part II (Price Part) through <a href="http://www.mstcecommerce.com/eprocn">www.mstcecommerce.com/eprocn</a> of MSTC Ltd.
c. e -Tender No.	MOIL/ MOIL LIMITED/CMC/25-26/ET/75
d. Date of NIT available to firms to download.	11/02/2026 from 3.00 PM
e. Date of Starting of online Pre-bid meeting	18/02/2026 at 11.00 AM
f. Date of Closing of online Pre-bid meeting	21/02/2026 at 5.00 PM. <b>Bidder may please note that they can raise query up to six hours prior to closing of pre-bid meeting).</b>
g. i) Earnest Money Deposit ----- ii) Transaction Fee -----	<b>Rs. 2,00,000.00 (Two Lakh Rupees only)</b> Payment of Transaction fee as per event, on MSTC portal
h. Date of Starting of e- tender for submission of bid on line Techno-Commercial Bid (Part-I) and Price Part (Part-II) at <a href="http://www.mstcecommerce.com/eprocn">www.mstcecommerce.com/eprocn</a>	27/02/2026 at 3.00 PM
i. Date of closing of online e-tender for submission of Techno-Commercial Bid (Part-I) and Price Part (Part-II).	13/03/2026 at 3.00 PM
j. Date & time of opening of Part-I (i.e. Techno-Commercial Bid)  <b>Part II i.e Price Part:</b> Date of opening of Part-II Price Bid shall be informed separately by MOIL to the Bidders who *qualify Part-I (i.e. Techno-Commercial Bid). [Under unforeseen circumstances, if the due dates (i.e. Date & time of opening of Part-I) fall on holiday, the same will be opened on the next full working day at the same time].	13/03/2026 at 3.30 PM

*On the basis of evaluation of their techno-commercial offer and tender terms and conditions.	
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**ANNEXURE 'A'****Part-I**

**1.0 Detail Tender Notice:** 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.

1	<p><b>Requirement for Bidders/Vendors:</b> P.C. connected with Internet. Registration with MSTC Portal <a href="http://www.mstcecommerce.com/eprocn/">www.mstcecommerce.com/eprocn/</a> Register as Vendor.</p> <p>Registration is free of cost. The Bidder/vendor should possess Class III signing and encryption type digital certificate. Bidders 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> <p>1) Centralized helpdesk for vendors: 033-22901004, 03340645207, 03340609118, 03340645316,03322901004, and 03322895064</p> <p>2) Helpdesk at MSTC Mumbai for vendors 022-22870471/22886266/228885567</p> <p>3) Shri Bibhuti Sankar Pradhan, DGM e-mail: <a href="mailto:ngropn1@mstcindia.in">ngropn1@mstcindia.in</a>, CONTACT NO.+91-9903191469</p> <p>4) Smt. Lisbeth Dias, Sr. Mgr. Mobile no.- +91-9820158988 Email-<a href="mailto:ngropn2@mstcindia.in">ngropn2@mstcindia.in</a></p> <p>5) Bidders can also mail e-mail their issues at <a href="mailto:helpdesk@mstcindia.co.in">helpdesk@mstcindia.co.in</a></p> <p><b>CONTACT PERSON (MOIL LTD):</b></p> <p>1) <b>Mr. Binay Kumar,</b> AGM (Civil.) C.S.R, MOIL BHAWAN, 1A, KATOL ROAD, NAGPUR-440 013. CONTACT NO. 0712-2806132, MOBILE NO. 9130453882. EMAIL: <a href="mailto:binaykr@moil.nic.in">binaykr@moil.nic.in</a></p> <p>2) <b>Mr. Pankaj. S. Kitkule,</b> Chief. Manager(Civil.) CMC, MOIL BHAWAN, 1A, KATOL ROAD, NAGPUR-440 013. CONTACT NO. 0712-2806150, MOBILE NO. 07566461424 EMAIL: <a href="mailto:pankajkitkule@moil.nic.in">pankajkitkule@moil.nic.in</a></p> <p>3) <b>Mr. Mayur P. Khedikar,</b> Manager (CMC) MOIL BHAWAN, 1A, KATOL ROAD, NAGPUR-440 013. CONTACT NO. 0712-2806150, MOBILE NO. 09325656643 EMAIL: <a href="mailto:mayur.khedikar@moil.nic.in">mayur.khedikar@moil.nic.in</a></p> <p>3) <b>Mr. D.M. Borkute,</b> Jt.G.M.(Materials) CMC MOIL BHAWAN, 1A, KATOL ROAD, NAGPUR-440 013. CONTACT NO. 0712-2806130, MOBILE NO. 09096988864 EMAIL: <a href="mailto:dmb@moil.nic.in">dmb@moil.nic.in</a></p>
2	<p><b>ON LINE PRE-BID MEETING:</b> The e-procurement shall also have the event of online pre-bid meeting as detailed under "SCHEDULE OF TENDER (SOT)", <b>Point No. 'e' &amp; 'f'</b>. For Technical/Commercial clarification(s) (if any), they may bring <b>to the attention of officials of MOIL</b>. The queries &amp; replies shall be given on line. In the interest of bidder(s), they are requested also go through the final technical specifications and other terms &amp; conditions to be uploaded on the <b>date mentioned under Point 'h' &amp; 'i' of "SCHEDULE OF TENDER (SOT)"</b>, based on the clarifications given during the pre-bid meeting and accordingly submit online tender.</p> <p><b>Query (if any) shall be clarified during online pre-bid meeting, only. After closing of online pre-bid meeting, no query shall be entertained.</b></p>

	<p>All entries in the tender should be entered in online Part-I (Technical &amp; Commercial terms &amp; conditions) &amp; Part-II (Price Bid) without any ambiguity.</p>
<p>3</p>	<p><b>Special Note Towards Transaction Fee:</b> The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “Events” 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><u>Transaction fee is non-refundable.</u></p> <p>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> 1) THE BIDDERS SHOULD SUBMIT THE TRANSACTION FEE “<b><u>WELL IN ADVANCE BEFORE THE LAST DATE OF SUBMISSION OF TENDER</u></b>” AS THEY WILL BE ACTIVATED FOR BID SUBMISSION ONLY AFTER RECEIPT OF TRANSACTION FEE BY MSTC.</p> <p>2) THE BIDDERS TO NOTE THAT IN THE EVENT THEY REMIT TRANSACTION FEES TO MSTC BUT <b><u>NOT WELL IN ADVANCE BEFORE THE LAST DATE OF SUBMISSION OF TENDER &amp; IN RESPONSE MSTC ALLOWS ONLINE ACCESS FOR FURTHER PROCESSING REGARDING SUBMISSION OF TENDER/DOCUMENTS AND IN THIS CONNECTION, IF BIDDER FINDS/FEELS SHORTAGE OF TIME/DAYS DUE TO *LAST MOMENT ACCESS PROVIDED TO THEM, <u>THEIR REQUEST FOR EXTENSION IN DUE DATE OF OPENING OF THIS E-TENDER IS RESERVED WITH MOIL.</u></u></b></p> <p>CONTACT DETAILS MSTC:</p> <p>Email ids:</p> <p>1) <a href="mailto:ngropn1@mstcindia.in">ngropn1@mstcindia.in</a></p> <p>2) <a href="mailto:ngropn2@mstcindia.in">ngropn2@mstcindia.in</a></p> <p>3) <a href="mailto:wrofin1@mstcindia.in">wrofin1@mstcindia.in</a></p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party’s account will not be accepted.</p> <p><u>Transaction fee is nonrefundable.</u></p> <p><b>In case of failure to reach the payment towards Transaction fee for any reason, the Bidder will not have the access to online e-tender.</b></p>
<p>4</p>	<p>Vendors are instructed to use Upload Documents link in “My documents” 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 (except wherever requested).</b></p> <p>Multiple documents can be uploaded. Once documents are uploaded in the library, vendors can attach documents through Attach Document link.</p>

5	<p><b>Important Notes to all prospective bidders:</b> For online bidding through MSTC Portal, the bidders are to be registered with <a href="http://www.mstcecommerce.com/eprocn">www.mstcecommerce.com/eprocn</a> and the bidders should have Class III Digital Certificate both Signing &amp; Encryption type issued by Certification Authority (Refer Point No.1 of this Annexure). In order to get the email/message notification regarding activities related to this tender, bidders/vendors are requested to subscribe to the category of tenders as per their choice selecting MOIL as the buyer under 'My Subscription'.</p>
6	<p>(A) Part I – Techno-Commercial will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness the status of the opening of bid under 'Event Details'.</p> <p>(B) Part II –Price Part will be opened electronically of only those bidder(s) whose Part I – Techno-Commercial Part is found to be acceptable, on specified date and time which shall be announced by MOIL. Bidder(s) can witness the status of the opening of bid under 'Event Details'. Such bidder(s) will be intimated date of opening of Part II-Price Part, through valid email confirmed by them.</p>
7	<p>All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by MOIL Ltd., as well as by MSTC (e-procurement service provider). Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of Bidder with MSTC (i.e. Service Provider). Bidders are also requested to indicate their valid corporate email I.D. and Mobile No. of authorized officials in Annexure-C (General, Qualification, Financial &amp; Scope of work Terms &amp; Conditions, Format) for communication through email/SMS alerts (if any). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate)</p>
8.	<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/eprocn">www.mstcecommerce.com/eprocn</a> of MSTC Ltd. &amp; <a href="http://www.moil.nic.in">www.moil.nic.in</a> of MOIL Ltd. &amp; <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>. of CPP Portal.</p>
9.	<p>Bidders are also requested to download Bidder guide from the link <a href="http://www.mstcecommerce.com/eprocn">www.mstcecommerce.com/eprocn</a>. Bidders are requested to study Bidder Guide and post their queries, if any, to MSTC over e-mail well in advance.</p>
10	<p>Bidders are requested to give sufficient time to bid in an organized manner and report any problem arisen to MSTC in advance &amp; not in the closing stage.</p>

**ANNEXURE 'A'**

**Part-II**

1	<p><b>Earnest Money Deposit (EMD)</b></p> <p>A: For Non-MSEs:</p> <p>Step-I: The intending bidders should submit Earnest Money to MOIL Ltd., along with 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  b: Account No. 0041102000038465  c: IFS Code: IBKL0000041</p> <p>EMD should be deposited in one go and exact amount should be reflected in our Bank Statement on or before the opening date &amp; time of tender.</p> <p>Step-II: After remittance of Earnest Money as above, UTR No./Reference No. in case of IDBI Bank should be informed by participating bidder with Techno-commercial bid. The receipt of EMD shall be verified by MOIL Ltd., against details of the UTR No. /Reference No. in case of IDBI Bank and offers of those participating bidders whose receipt of EMD is confirmed by Finance Department, MOIL Ltd., shall be considered for further evaluation. In short, informing the correct UTR No. /Reference No. in case of IDBI Bank is mandatory, failing which the offer shall be liable to be rejected. No other mode of payment of EMD shall be accepted.</p> <p>B: For Micro and Small Enterprises (MSEs):</p> <p>MSEs registered with Udyam Registration Certificate/NSIC are eligible for the benefits under the new Public Procurement Policies for MSEs as notified by Govt. of India, Ministry of Micro, Small &amp; Medium Enterprises (MSME) vide Gazette Notification dated 26.03.2012 scheme (including amendments), provided they have valid registration certificate with the above authorities and cover the tendered/offered items. Mandatorily bidders need to have "Udyam Registration Certificate" after 31.03.2022 for availing benefits under the Public Procurement Policy for Micro and Small Enterprises (MSEs) order,2012 as amended from time to time.</p> <p>Step I: The participating bidders under this category should mandatorily mention the document type in Techno-commercial bid.</p> <p>Step-II: Upload the relevant document in the upload link. The status of MSE shall be decided based on the uploaded document and if found in line then only, their offer shall be considered for further evaluation. In short, mentioning the exemption document type in the Commercial Term Template &amp; uploading the same in the upload link is mandatory, failing which the offer shall be liable to be rejected.</p> <p>C: PSUs: State/Central Govt. Organization/PSUs are exempted from submission of EMD/SD. However, they should mandatorily mention the document type in the Commercial Term and Upload the relevant document in the upload link, failing which the offer shall be liable to be rejected.</p> <p>D: Purchase preference to central public sector enterprises as per Govt. guideline shall be applicable.</p>
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	<p>E: Public procurement policy for Micro and Small Enterprises (MSEs) as per Govt. guideline shall be applicable. For details visit website: <a href="http://www.msme.gov.in">www.msme.gov.in</a>. Bidder(s) falling in category of MSE (Micro &amp; Small Enterprises) must essentially submit relevant &amp; authentic valid documents like NSIC/Udyam Registration Certificate along with list of items for which bidder is registered as MSE. If MSE is owned by Schedule Caste (SC)/ Schedule Tribe (ST)/Women, then such bidder will have to mention categorically and upload the copy of necessary relevant document like NSIC certificate/ Udyam Registration Certificate indicating their Enterprise Social class/Social category of Entrepreneur/Gender. The caste certificate issued by State Authority as per Law may be uploaded. These documents should be self authenticated, certified by Chief Executive of Enterprise.</p> <p>F. (i) MOIL Ltd. will ensure that for all Start-ups [whether Micro &amp; Small Enterprises (MSEs) or otherwise] conditions of prior turnover and prior experience are relaxed subject to their meeting quality and technical specifications as per Government guideline in Public procurement.</p> <p>(ii) A bidder will be considered only if registered as Start-up (in appropriate category, if applicable) with Ministry of Commerce &amp; Industry, Department of Promotion of industry &amp; Internal Trade.</p>
2	On receipt of the Transaction fee, bidders/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 General, Financial, Technical, and Commercial Terms & Conditions are allowed.
6	After submitting an 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 or to go for divisible contract (covered in this e-tender) <b>before the date and time of starting of e-tender</b> for submission of online 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/eprocn">www.mstcecommerce.com/eprocn</a> of MSTC Ltd.
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	<p>i)EMD shall be forfeited if any bidder withdraws their offer before finalization of the tender.</p> <p>ii)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.</p>
12	<p>a. Canvassing in connection with the tender, in any form is strictly prohibited and the tenders by such contractors, who resort to canvassing, will be liable to rejection.</p> <p>b. At the time of submitting bid or on the date of tender opening or at the time of placement of order by MOIL Ltd., if business dealings with the Agency have been banned by the Central</p>

	<p>or State Government or any other public sector enterprise, this fact must be clearly informed to MOIL Ltd.</p> <p>c. MOIL reserves the rights to keep on hold participation in tenders or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation.</p>
13	<p>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> &amp; <a href="http://www.eprocure.gov.in">http://www.eprocure.gov.in</a>.</p>

## ANNEXURE “B”

### REQUIREMENTS FOR BIDDERS

1. The process involves bidder’s registration with MSTC e-procurement portal which is free of cost. Only after registration, the Bidder(s) can submit their bid electronically. Electronic Bidding for submission of Technical and Commercial Part AND Price Part over the Internet will be done. Details are given in the catalogue. In case of any clarification Bidder(s) may visit website [www.mstcecommerce.com](http://www.mstcecommerce.com).

**SPECIAL NOTE: THE TECHNICAL AND COMMERCIAL AND PRICE PART HAS TO BE SUBMITTED ONLY ONLINE. AT [www.mstcecommerce.com/eprocn](http://www.mstcecommerce.com/eprocn)**

#### 2. PROCESS of E-Tender:

##### a) System Requirement:

- i) Operating System-Windows 10 and above
- ii) Web Browser-Google Chrome, IE or Firefox.
- iii) Signing and Encryption type digital signature

##### System Settings

Upon clicking on [www.mstcecommerce.com/eprocn](http://www.mstcecommerce.com/eprocn), a pop-up of system settings will appear, detailing the system settings. Press OK to proceed for checking system settings.

Click on Download certificate and Download System Settings Guide. If you do not have Java installed, click on ‘Download Java’. Based on the Java version s (32 bit or 64 bit) vendor have installed, download the PKI application. OPEN PKI Application and follow the procedure as per the System Settings Guide.

##### 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. This submission of bids shall be done over the internet. The Vendor should possess a valid Class III signing and encryption type digital signature certificate. Vendors are to make their own arrangement for bidding from a computer connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

Vendors are required to register themselves online with <https://www.mstcecommerce.com/eprocn> → Register (Filling up details and creating own user id and password) → Submit. Please follow the ‘Registration Guide’ available in the Registration link before proceeding.

Vendors will receive a system generated mail confirming the registration in their email which has been provided during filling the registration form.

The Vendors shall have to subscribe to the buyers and categories in order to receive system generated mails. In order to subscribe, a vendor has to login and click on ‘My Subscription’ followed by ‘Add Subscription’. On successful subscription, a system generated mail shall be forwarded to the vendor. Please follow the guide for ‘Subscription’ of ‘Download Guides’ available in the Dashboard before proceeding. Steps is detailed as below: -

- 1) Click on 'My Subscription'
- 2) Click on 'Add Subscription'
- 3) Select Category in any Trade and Submit
- 4) Select MOIL Limited as the buyer and submit.

5) Click on 'Subscribe'

**Centralized MSTC Helpdesk for Vendors: 07969066600 helpdeskho@mstcindia.in**

Please mention "HO Helpdesk" as subject while sending emails

For E-procurement related queries Contact no:- 022-22870471/22886266

“9:30 AM to 5:00 PM on all working days for all Technical issues relating to e-Tenders, System settings etc.”

Contact person (MSTC Ltd):

Sh. B.S. PRADHAN, Dy.GM, MSTC-Nagpur, ngropn1@mstcindia.in 07122550075

Smt. Lisbeth Dias, Sr. Manager, MSTC-Nagpur, ngropn2@mstcindia.in

**b) Bidding in e-tender:**

- 1) Bidder(s) need to submit necessary EMD and Transaction fees to be eligible to bid online in the e-tender. Transaction fees are non- refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by MOIL. (Refer special note of Annex 'A' – Part-I & Part-II).
- 2) The process involves Electronic Bidding for submission of Part-I Technical & Commercial and Part-II Price Part.
- 3) The NIT/ Documents shall be available for download in the event catalogue available under 'Event Details' of the Event. Please follow the guides for 'Uploading encryption public key' and 'Bidding' under 'Download Guides' available in the Dashboard before proceeding to submit bid. The bidders may upload the bidding related documents in the link 'My Documents'. The documents uploaded here shall be available for attaching with this event in the Bid Floor.
- 4) In order to submit bid, a vendor has to go to 'Events' from the menu and select 'Bid Floor'. The vendor has to select the buyer 'MOIL' from the buyer list in order to view the live events list. The correct event has to be selected from the event list for participation. A vendor has to submit 'Event wise bid details' that may consist of 'Common Terms' and/ or 'Document Attach'. A vendor has to save the Common Terms by clicking the respective buttons. In the Document attach, select the respective cover, and attach the respective documents as sought in the tender document. Once the event specific bids are saved, the status is updated in 'Event specific bid status' and the 'Lot specific bid' button appears on the bid floor. Thereafter vendor has to click button under 'Technical Cover' in order to save the technical bid for specific lots. Once the technical bid is saved, the 'Price Cover' button appears on the screen for respective lots. Once price bid is saved, the vendor has to click on 'Final Submit'.

On final submission of bid, the status of the bid submission shall display 'Bid submitted' under 'Item specific bid status'. A vendor shall receive system generated mail.

NOTE: - The bid cannot be revised once the Final Submit button has been clicked by the bidder. However, if the bidder wishes to change his bids, then he may delete the bid and resubmit the same.

**3) NOTE: - The Technical & Commercial Part & Price Part cannot be revised once the "Final Submission" button has been clicked by the bidder. (Refer Annexure 'A').**

**However, bidders can withdraw their bid or delete their bid. If bidders delete bid, then his/her Technical & commercial Part and Price Part will be deleted. The bidder can then submit his/her bid fresh.**

- 4) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid (Refer Annexure 'A' Part-I & Part-II).
- 5) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- 6) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- 7) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder.
- 8) All the bids will have to be mandatorily submitted with digital signature certificate otherwise the same will not be accepted by the system. (Refer Annexure 'A' Part-I & Part-II).
- 9) No deviation of the terms and 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 & offer shall be treated as non-responsive.
- 10) Unit of Measure (UOM) is indicated in the e-tender (Price Bid Format). Bidder to quote as per mentioned UOM.

## Annexure 'C'

## 1. CRITICAL INFORMATION

## 1.1 Tender Submission

Sl. No	Information	Details
1.	Bid inviting authority	Nodal Officer CSR MOIL Limited 2 <sup>nd</sup> Floor MOIL Bhawan 1-A Katol Road, Nagpur. Email: <a href="mailto:binaykr@moil.nic.in">binaykr@moil.nic.in</a> Mobile No: 9130453882
<p>1.2 Each page of the technical documents must be digitally signed or signed, scanned, and stamped with company seal.</p> <p>1.3 Submission of the bid shall imply full understanding of the Scope of Work and terms of the tender.</p> <p>1.4 Incomplete, fraudulent, or technically non-compliant bids will be summarily rejected.</p> <p>1.5 Bid Validity: Minimum 120 days from the date of opening.</p>		

## 2. Eligibility criteria

The open tender can be responded by recognized medical institutions from the private sector and Training Institutes / organizations in the Government / public sector. Training Organizations fulfilling the eligibility criteria and interested in offering their services are invited to submit their bids and provide complete and detailed information on their eligibility and experience in training services.

The bidders should meet the following minimum pre-qualification criteria. Offers from bidders who fail to meet the following minimum pre-qualification criteria shall be summarily rejected and will not be considered for further evaluation.

S. No	Pre-Qualification	Requirement	Supporting Document
1	Registration under Companies Act / as a partnership / sole proprietorship/	Valid registration (Company/Trust/Society/Institution) in existence for minimum 5 years	The bidder should submit Certificate of Registration / Incorporation
2	Annual turnover	Minimum average annual turnover of ₹ 5.00 Crore for FY 2022-23, 2023-24 & 2024-25	Audited Balance Sheets & P&L statements authenticated by the Statutory auditor or firm of Chartered Accountants
3	Total no of trainings under Healthcare conducted per year for last three	Minimum 10 healthcare trainings covering 100+ trainees over last 3 years	Completion certificates / Training records. References (contract details, contact details of customers, completion

	years 2022-23, 2023-24 & 2024-25		certificates, customer satisfaction
4	Faculty/ Resource Persons/ Training Coordinators strength	No. of on-roll faculty/ Resource Persons/ Training Coordinators providing technical trainings including permanent employees, present contractual employees, empaneled subject matter experts	At least 20 such on-roll faculty/ Resource Persons/ Training Coordinators providing Healthcare related trainings including permanent employees, present contractual employees, and empaneled subject matter experts.
5	Accreditation & Certification	<p>1. <b>Approval from State Authorities:</b> The institution must obtain approval from the relevant State Government authority.</p> <p>2. Recognition from Indian Nursing Council(INC): Certification from Indian Nursing Council(INC).</p>	Necessary documents to be submitted in support of fulfilling the criteria.
6	Additional Requirements:	<p>1. <b>Dedicated Infrastructure:</b> A separate building or teaching block exclusively for the nursing program is mandatory. For an annual intake of 40-60 students, the institution should have a constructed area of at least 20,000 square feet.</p> <p>2. <b>Parent Hospital Association:</b> Affiliation with a parent hospital is required. The number of sanctioned seats depends on the hospital's capacity:</p> <ul style="list-style-type: none"> <li>• Up to 60 seats for hospitals with fewer than 300 beds.</li> <li>• Up to 100 seats for hospitals with 300 beds or more.</li> </ul> <p>3. <b>Faculty and Staff:</b> The institution must employ qualified teaching faculty as per INC norms to ensure quality education.</p> <p>4. <b>Laboratory and Library Facilities:</b> Adequate laboratory facilities and a well-equipped library are essential to support the curriculum.</p>	Necessary documents to be submitted in support of fulfilling the criteria.

6	Blacklisting/ debaring	The bidder must not be blacklisted/ debarred/ suspended/banned by any Ministry/ Department of State or Central Government/PSU on the closing date of this open tender	A Self Declaration stating to this effect is required to be signed by authorized signatory of the agency with seal.
7	Escalation	Escalation will not be applicable.	

i.) MOIL Limited reserves the right to verify the authenticity of all documents submitted by the bidder, including by contacting the bidder's clients or customers for confirmation.

ii.) MOIL Limited further reserves the right to exclude any bidder from the zone of consideration at its sole discretion, without assigning any reason whatsoever.

iii.) The selection of the Implementing Partner shall be strictly based on the qualifying criteria specified above. Only the Price Bids of bidders who meet all pre-qualification requirements shall be opened for further evaluation.

iv.) MOIL Limited may, at its discretion, conduct site visits to any or all participating bidders' facilities to assess their technical capability, infrastructure, and overall preparedness for undertaking the assignment.

v.) Notwithstanding anything contained above, MOIL Limited reserves the right to seek any additional information, documents, or clarifications from the bidders at any stage of the evaluation process, as deemed necessary.

### 3. COURSES

S.No	Course Name	Eligibility Criteria	Duration	Batch Size
1	<b>GNM (GENERAL NURSING AND MIDWIFERY)</b>	+2 Sciences	3 Years	15
TRAINING LOCATION: Trainings is to be held at the Training center of the Bidding Organization				

### 4. EVALUATION PROCESS

- i.) An Evaluation Committee will evaluate the bids on the basis of the Eligibility Criteria and Technical capabilities to select suitable Training Organizations.
- ii.) Financial Bids of only the Technically qualified bidder will be opened.
- iii.) An MoU will be signed between the Lowest Bidding Training Organization and MOIL Limited based on the above Scope of Work.
- iv.) The initial Memorandum of Understanding (MoU) between MOIL Limited and the implementing agency shall be valid for a period of three (3) years. However, at the discretion of MOIL Limited, the MoU may be extended to allow completion or continuation of ongoing batches.

- v) GNM Training is exempt under GST only if the implementing partner is a recognized educational institution (approved by INC/State Nursing council). However, in future in case there is any change in GST as per Government statute the same shall be borne by the bidder.

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## Annexure 'E'

### PRICE SCHEDULE

#### Details of Courses and Price Break-Up

<p>Description of Course:</p> <p><b>1. GNM COURSE (GENERAL NURSING AND MIDWIFERY):</b></p> <p>This proposal outlines the implementation of a comprehensive residential training program for the General Nursing and Midwifery (GNM) course. The program duration will be for a period of 36 months (3 years) and will be conducted at the training centre of the bidding organization. The program includes boarding and lodging facilities for the trainees.</p> <p>The primary objective of this initiative is to provide high-quality nursing education and training to selected candidates from MOIL's operational areas, with a particular focus on candidates from underprivileged backgrounds. The program aims to enhance employment opportunities for trainees by ensuring at least 70% placement upon successful completion of the course.</p> <p>The bidding organization shall be responsible for identifying and mobilizing trainees from MOIL's working areas, including Balaghat (M.P.) Bhandara and Nagpur (MH) Districts and nearby mine locations. The selection process shall prioritize candidates belonging to the SC/ST category from the Below Poverty Line (BPL) segment within these areas. If a sufficient number of local candidates are not available, selection shall be extended to other BPL category candidates.</p> <p><b>Training Implementation</b> The bidding organization shall:</p> <ul style="list-style-type: none"> <li>• Provide residential facilities, including boarding and lodging, ensuring the safety and well-being of trainees.</li> <li>• Supply uniforms and necessary materials for the trainees.</li> <li>• Conduct the GNM course in adherence to applicable guidelines, regulations, and certification standards.</li> <li>• Obtain all necessary statutory and regulatory approvals before program commencement.</li> </ul> <p><b>Placement Commitment</b> The organization shall ensure that at least 70% of the trainees secure suitable placements immediately upon completing the course. Details of the placement process and employment outcomes shall be documented and submitted to MOIL in hard copy format.</p> <p><b>Compliance and Reporting</b> The training program shall be conducted in strict compliance with statutory provisions and regulations. The bidding organization shall provide periodic reports and updates to MOIL, ensuring transparency and accountability throughout the training period.</p>
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Sl.No.	Description	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year
1.	Course Fees(in Rs.) for one candidate			
2.	Hostel Fees for one candidate			
3.	Fooding/Mess Charges for one candidate			
4.	Admission Fees for one candidate			
5.	Examination Fees for one candidate			
6.	Laboratory & Practical Fees for one candidate			
7.	Uniform & Dress Code Fees for one candidate			
8.	Any other Fee (as applicable)/Contingencies for one candidate			
	<i>Net Amount(in Rs) for Single Candidate</i>			
	<i>Net Amount(in Rs) for 15 Candidates</i>			
	<i>Grand Total (in Rs) for 15 Candidates</i>			

Above cost includes:

- i. Mobilization of students as per eligibility and community criteria Registration & Admission.
- ii. Conduct of course.
- iii. Facility for conducting the exam (online theory and practical).
- iv. Placement assistance, career guidance, employability skill (ES) & on the job training (OJT)
- v. Course material

**Schedule of Payment:**

- a. Batch will be for 3 years.
- b. Payment for the course will be disbursed at the start of academic session every year.



## Annexure 'D'

### General Terms and Condition

#### DEFINITION & INTERPRETATIONS

- 1) DEFINITIONS: In the contract (as hereinafter defined) the following words, definitions and expressions shall have the meanings hereby assigned to them. Except where the context otherwise requires.
- 2) Approved means approved in writing, including subsequent written confirmation of previous verbal approval and "approval" means approval in writing including as aforesaid.
- 3) The "COMPANY" shall mean MOIL Limited. Incorporated in India, having its registered office at MOIL BHAWAN, 1-A, KATOL ROAD, NAGPUR - 440013 and hereinafter referred to as MOIL.
- 4) "THE CHAIRMAN CUM MANAGING DIRECTOR": shall mean the Chairman & Managing Director of MOIL, or his successors in office, as designated by the Company.
- 5) "THE CONTRACTOR" shall mean the person, Firm or Company whose tender has been accepted by the Company and includes the Contractor's legal representative, his heirs, successors and assignees.
- 6) "CONTRACT/MOU" 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.
- 7) Contract price means the sum named in the tender that has been accepted, subject to such additions thereto or deductions there from as may be made under the provisions of the contract.
- 8) "CONTRACT DOCUMENT" shall mean collectively the tender documents designs, drawings, specifications and any other documents constituting the tender.
- 9) "SPECIFICATIONS" shall mean all directions, written or verbal by the authorized representative of MOIL, various technical specifications, provisions and requirements uploaded to the contract.
- 10) "NOTICE IN WRITING OR WRITTEN NOTICE" shall mean a Notice in written, typed or printed characters sent to the registered office of the addressee/ or through e-mail and shall be deemed to have been received in the ordinary course of post by which it would have been delivered.
- 11) "THE COMPLETION CERTIFICATE" shall mean the certificate to be issued by the designated HOD of the respective department or his nominee, when the works have been completed to his satisfaction.
- 12) "THE APPOINTING AUTHORITY" for the purpose of arbitration shall be the Chairman and Managing Director or any other person so designated by him.
- 13) "THE ACCEPTING AUTHORITY" shall mean the Chairman cum Managing Director of MOIL Limited or his authorized representative.
- 14) "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.
- 15) " HoD of the respective department " shall mean the officer so designated shall include any other officer authorized by the company for the purpose of this contract.

- 16) "Consultant" shall mean the technical person appointed by the company for the purpose of this contract.
- 17) Duration of Contract means the period stipulated in the contract or work order and includes any extended period thereof, if any made by a written communication.
- 18) Words importing the singular only shall include the plural and vice versa. Where the context requires words importing person only shall include firms and corporations and vice versa.

**GENERAL TERMS & CONDITIONS**

1]

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

A: For Non-MSEs:

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

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

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

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

B: For Micro and Small Enterprises (MSEs):

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

Mandatorily bidders need to have "Udyam Registration Certificate" after 31.03.2022 for availing benefits under the Public Procurement Policy for Micro and Small Enterprises (MSEs) order,2012 as amended from time to time.

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

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

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

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

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

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

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

- 2] The services are estimated to **Rs.1,17,00,000.00** approximately.
- 3] The Competent Authority shall be the Accepting Officer, hereinafter referred to, as such, for the purpose of this contract.
- 4] Submission of the tender by a tenderer shall imply that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the services to be done and of conditions and rates.
- 5] The tenders for the services shall not be witnessed by the contractor or contractors who himself /themselves has/have tendered or who may have tendered for the same services. Failure to observe this condition shall render the tender of the contractor, tendering as well as of those witnessing the tender, liable for rejection.
- 6] The tenderers are advised to submit quotations based on the terms and conditions and specifications contained in the tender document and not to stipulate any condition of their own. Any tenderer doing so shall be at his own volition and may render the tender liable for rejection.
- 7] 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.
- 8] This notice of tender shall form a part of the agreement between MOIL and the successful contractor for the purpose of this contract.

**9] FINANCIAL REQUIREMENT & QUALIFYING CRITERIA:**

9.1]

A) Income tax return for Assessment years AY1, AY2, AY3 (2023-24, 2024-25, 2025-26).

B) For proof of Turnover (i.e. (FY-2022-23, FY-2023-24, FY-2024-25)), the certificate issued by practicing Chartered Accountant or Cost Management Accountant (with Membership number, Firm Registration number & UDIN) certifying the annual turnover be submitted.

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

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

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

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

**14]** If the proprietor / partner / Director of the firm/ company has any relationship within the meaning of Section 2(77) read with Rule 4 of Chapter 1 of the Companies Act 2013 with any of the employee working in MOIL Ltd or Director of MOIL shall declare the same in his bid.

**15]**

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

**b.** At the time of submitting bid or on the date of tender opening or at the time of placement of order by MOIL Ltd., if business dealings with the Agency have been banned by the Central or State Government or any other public sector enterprise, this fact must be clearly informed to MOIL Ltd. MOIL reserves the rights to keep on hold participation in tenders or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation.

**16] 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.

**17. FORCE MAJEURE CLAUSE:**

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

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

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

**18. 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
- b. complying with any of the terms & conditions, stipulated in the contract.
- c. The contractor fails to complete the works, as per the scheduled contract, before stipulated date of completion.
- d. The contractor or Firm or any of the partner represented by the contractor, in the subject contract is adjudged as Insolvent by the concerned authority.
- e. The contractor assigns/transfers/sub-lets the entire work or a portion thereof without the approval of the Accepting authority.
- f. The contractor offers to give or agrees to give, in person of the Company's service or gift or any other consideration, as inducement or reward for seeking benefits in the contract.
- g. 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.
- h. The amount so worked out by the officer in charge, shall be recovered from amount due to contractor, on any account and if such amount is not sufficient the contractor shall be called to pay the same within 30 days.
- i. 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.

**19. TERMINATION OF CONTRACT, ON DEATH:**

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies or if

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

**20. 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.

**21. DISPUTE AND ARBITRATION:**

a) All disputes and differences arising out of or in any way touching or concerning this Agreement / contract / tender whatsoever (except as to any matter, the decision of which is expressly provided for in the agreement / contract / tender) shall be referred to Sole Arbitrator appointed by CMD MOIL Limited. The arbitrator shall enter the reference and conduct his proceedings according to the provisions of the Arbitration and Conciliation Act 1996 as amended till date. The Award of such an Arbitrator shall be final and binding on both the parties to this Agreement / contract / tender. It is a term of this agreement / contract / tender that in the event of such an Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the parties at the time of such transfer, vacation of office or inability of the Arbitrator to act, shall appoint another person to act as an Arbitrator. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this Agreement / contract / tender that no person other than a person so appointed, as aforesaid, shall act as an Arbitrator and if for any reason that is not possible, the matter is not to be referred to the arbitration at all.

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

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

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

## **22. 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.

### **22.1 Conflict of Interest in case of consultants:**

i) The consultant is required to provide professional, objective, and impartial advice, at all times holding the Procuring Entity's interest's paramount, strictly avoiding conflicts with other assignments or his/its own corporate interests, and acting without any consideration for future work.

ii) The consultant has an obligation to disclose to the Procuring Entity any situation of actual or potential conflict that impacts its/his capacity to serve the best interest of its client/Procuring Entity. Failure to disclose such situations may lead to the disqualification of the consultant or termination of its/his contract during execution of the assignment.

a) Conflicting activities: a firm that has been engaged by the client to provide goods, works, or non-consultancy services for a project, or any of its affiliates, shall be disqualified from providing Consultancy service resulting from or directly related to those goods, works, or non- Consultancy services. Conversely, a firm hired to provide consultancy services for the preparation or implementation of a project, or any of its affiliates, shall be disqualified from subsequently providing goods or works or no consultancy services resulting from or directly related to the consultancy services for such preparation or implementation;

b) Conflicting assignments: Consultants (including its experts and sub-- consultants) or any of their affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultant for the same or for another Procuring Entity; and

c) Conflicting relationships: A consultant (including its/his experts and sub-consultants) that has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in any part of: (i) the preparation of ToR for the assignment; (ii) selection process for the contract; or (iii) supervision of the contract, may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the client throughout the selection process and execution of the contract.

## **23. 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.

## **24. Further Instruction:**

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

**25. Change in Constitution of Firm:** If the Contractor is a partnership firm the contractual relationship shall be deemed to have terminated if there is any change in the constitution of the firm, whether by retirement, introduction of new partners or otherwise, unless such change has the previous written approval of the Employer, notwithstanding that the Employer may have other dealings with such reconstituted firm. In the event of death of one of the partners, the Contractor shall immediately inform the Employer, giving necessary particulars of the heirs and legal representatives of the deceased partner, and it shall be the option of the Employer either to continue the contractual relationship with the said reconstituted firm, or to treat the Contract as having being terminated by such supervening events, and the decision of the Employer in this regard will be binding on all the partners

concerned. No claim for compensation / damages on premature termination will be made or sustainable against the Employer on account of such termination.

## 26. Deviation

The bidder shall submit a certificate stating **“This is to certify that, there is no deviation in the offer submitted by us, from the tender technical specifications, terms & conditions. In case, if there is any difference in any terms & conditions, the same may be ignored and considered to have been accepted by us in Toto as per NIT.”** Scanned copies of above certificate to be uploaded.

## 27. INTEGRITY PACT:

Pre Contract Integrity Pact: The tenderer(s) /bidder(s) /contractor(s) has to enter into an “Integrity Pact” with MOIL. A copy of the Integrity Pact typed on plain paper duly signed by the tender issuing officer who is the Authorised Signatory on behalf of MOIL & MOIL witness, is enclosed with the tender/bid document.

a) The bidder is required to submit the Pre Contract Integrity Pact agreement duly filled, scanned & signed by authorized signatory of tender & signed by his witness as per format of Pre Contract Integrity Pact Agreement in bid document along with the tender & upload.

The Pre Contract Integrity Pact has to be signed by the Proprietor /Owner / Partner / Director or by their duly Authorised Signatory. In case of failure to return the Pre Contract Integrity Pact duly signed by authorized signatory of tender & signed by his witness along with the offer / bid, as mentioned above, will disqualify the offer/bid.

b) A person signing Pre Contract Integrity Pact shall not approach the court while representing the matter to IEMs and He/She will await their decision in the matter.

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

SN. Name of Independent External Monitor

1: Shri Cmde Rakesh Anand,IN (Retd,) (E-mail [anssem\\_2000@yahoo.com](mailto:anssem_2000@yahoo.com))

2: Shri Nand Kumar Mishra, IPS (Retd.) ( E-mail:- [lambodhar2021@gmail.com](mailto:lambodhar2021@gmail.com) , [adidev2014@gmail.com](mailto:adidev2014@gmail.com))

(This clause is applicable for the services Rs. 50 Lakhs & above plus GST)

**FORMAT OF NON-COLLUSIVE TENDERING CERTIFICATE**

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

To,

**MOIL Limited,**  
Nagpur

Dear Sir/ Madam,

Non-Collusive Tendering Certificate for {RFQ/ Tender No. ----- Date -----}

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

**2. Non-collusion**

We represent and warrant that in relation to the Tender:

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

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

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

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

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

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

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

Name:

Position:

Date:

**Note:**

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

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

Annexure – 10

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

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

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

SEAL AND SIGNATURE OF THE BIDDER

**Place:**

**Date:**