



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2025/B/5904443 Dated/दिनांक : 04-02-2025

# Bid Document/ बिड दस्तावेज़

Bid Opening Date/Time/बिड खुलने की तारीख/समय Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से) Ministry/State Name/मंत्रालय/राज्य का नाम Min	02-2025 12:00:00 02-2025 12:30:00 ) (Days) iistry Of Steel	
तारीख/समय 24-1 Bid Offer Validity (From End Date)/बिड पेशकश 120 वैधता (बंद होने की तारीख से) Ministry/State Name/मंत्रालय/राज्य का नाम Min	) (Days)	
वैधता (बंद होने की तारीख से) Ministry/State Name/मंत्रालय/राज्य का नाम Min		
	istry Of Steel	
	····· · · · · · · · · · · · ·	
Department Name/विभाग का नाम Moi	il Limited	
Organisation Name/संगठन का नाम Moi	il Limited	
Office Name/कार्यालय का नाम Moi	il Limited	
क्रेता ईमेल/Buyer Email kha	khan@moil.nic.in	
<b>Total Quantity</b> /कुल मात्रा 429	4290	
Con ltem Category/मद केटेगरी Lot- Con	-1: Rubber Conveyor Belt width 1000mm , Lot-2: Rubber nveyor Belt width 800mm , Lot-3: Rubber Conveyor Belt th 600mm , Lot-4: Rubber Conveyor Belt width 700mm , -5: Rubber Conveyor Belt width 500mm , Lot-6: Rubber nveyor Belt width 450mm , Lot-7: Rubber Conveyor Belt th 550mm , Lot-8: Rubber Conveyor Belt width 650mm	
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	-8: Rubber Conveyor Belt width 650mm	
GeMARPTS में खोजा गया परिणाम / Searched and Surface Searched Searched Surface Searched Sear	Rubber Welding Hoses as per IS 447, Adhesive Solution For Conveyor Belt-IS2561, Stapler Pin / Staples (V2), Conveyor and Elevator Textile Belting (Fire Resistant Belting for Surface Application) as per IS 1891, Hot Rolled Steel Flats as per IS 1730, Drip - Leg Drain	
	onveyor and Elevator Textile Belting (Fire Resistant ting for Surface Application) as per IS 1891	
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट		
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट		

Bid D	etails/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),OEM Authorization Certificate,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	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Νο	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes	
RA Qualification Rule	H1-Highest Priced Bid Elimination	
ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी	Yes	
Type of Bid/बिड का प्रकार	Two Packet Bid	
Primary product category	Lot-1: Rubber Conveyor Belt width 1000mm	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	4 Days	
Inspection Required (By Empanelled Inspection Authority / Agencies pre- registered with GeM)	No	
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/	
Arbitration Clause	No	
Mediation Clause	No	

# EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	IDBI Bank
Schedule 1 EMD Amount/ईएमडी राशि (In INR)	10000
Schedule 2 EMD Amount/ईएमडी राशि (In INR)	18000
Schedule 3 EMD Amount/ईएमडी राशि (In INR)	10000
Schedule 4 EMD Amount/ईएमडी राशि (In INR)	10000
Schedule 5 EMD Amount/ईएमडी राशि (In INR)	18000
Schedule 6 EMD Amount/ईएमडी राशि (In INR)	2000
Schedule 7 EMD Amount/ईएमडी राशि (In INR)	5000
Schedule 8 EMD Amount/ईएमडी राशि (In INR)	2000

## 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).	15

(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 दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए बिनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c). 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

Mll 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.

<u>OM\_No.1\_4\_2021\_PPD\_dated\_18.05.2023</u> 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. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. 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

#### Evaluation Method ( Item Wise Evaluation Method )

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules Item/Category		Quantity
Schedule 1	Lot-1: Rubber Conveyor Belt Width 1000mm	400
Schedule 2	Lot-2: Rubber Conveyor Belt Width 800mm	670
Schedule 3	Lot-3: Rubber Conveyor Belt Width 600mm	1030
Schedule 4	Lot-4: Rubber Conveyor Belt Width 700mm	470
Schedule 5	Lot-5: Rubber Conveyor Belt Width 500mm	1050
Schedule 6	Lot-6: Rubber Conveyor Belt Width 450mm	120
Schedule 7	Lot-7: Rubber Conveyor Belt Width 550mm	400
Schedule 8	Lot-8: Rubber Conveyor Belt Width 650mm	150

## Lot-1: Rubber Conveyor Belt Width 1000mm (400 meter)

(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

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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	Saurabh Singh	481102,POST BHARWELI TAH AND DIST BALAGHAT	400	90

### Lot-2: Rubber Conveyor Belt Width 800mm ( 670 meter )

(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
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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	Nitin Surendra Ghodeswar	441401,PO:KANDRI,TAH:RAMTE K,DIST:NAGPUR,MAHARASHTRA ,441401		90

## Lot-3: Rubber Conveyor Belt Width 600mm (1030 meter)

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(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

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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	Nitin Surendra Ghodeswar	441401,PO:KANDRI,TAH:RAMTE K,DIST:NAGPUR,MAHARASHTRA ,441401	1030	90

# Lot-4: Rubber Conveyor Belt Width 700mm (470 meter)

(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

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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	Saurabh Singh	481102,POST BHARWELI TAH AND DIST BALAGHAT	470	90

## Lot-5: Rubber Conveyor Belt Width 500mm (1050 meter)

(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

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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	Nitin Surendra Ghodeswar	441401,PO:KANDRI,TAH:RAMTE K,DIST:NAGPUR,MAHARASHTRA ,441401	1050	90

## Lot-6: Rubber Conveyor Belt Width 450mm (120 meter)

(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	বিথিষ্টি	दस्तावेज़	

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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	Nitin Surendra Ghodeswar	441401,PO:KANDRI,TAH:RAMTE K,DIST:NAGPUR,MAHARASHTRA ,441401		90

## Lot-7: Rubber Conveyor Belt Width 550mm (400 meter)

(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

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## Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

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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	Nitin Surendra Ghodeswar	441401,PO:KANDRI,TAH:RAMTE K,DIST:NAGPUR,MAHARASHTRA ,441401		90

## Lot-8: Rubber Conveyor Belt Width 650mm (150 meter)

(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

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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	Nitin Surendra Ghodeswar	441401,PO:KANDRI,TAH:RAMTE K,DIST:NAGPUR,MAHARASHTRA ,441401	150	90

# 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 % of bid quantity at the time of placement of contract. The purchaser also reserves the right to

increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity  $\div$  Original quantity)  $\times$  Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

#### 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

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. <u>Click here</u> to view the file

#### 5. 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.

#### 6. Generic

**Manufacturer Authorization:**Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

### 7. Generic

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

#### 8. 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.

### 9. 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.

#### 10. Scope of Supply

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

#### 11. 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.

#### 12. 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.

#### 13. 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.

#### 14. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Bidder to confirm clause mentioned in Buyer ATC in their offer:

1. This purchase is also governed by the General Terms and Conditionshttps://gem.gov.in/termsCondition

2. <u>Delivery Schedule</u>: Material should be supplied within 90 Days from the date of receipt of contract.

**3.** <u>FIRM PRICE</u>: Prices quoted/bidded shall remain FIRM till supply is completed satisfactorily in all respects. Price v ariation clause will not be accepted.

**4.** <u>Manufacturer Authorization</u>: Wherever Authorised Distributors/service providers are submitting the bid, tende r specific Authorisation Form (mentioning the Bid number)/Certificate with OEM/Original Service Provider details suc h as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

5. The Sellers/Bidders who are not in the category of EMD exemption:

**Step-I:** The intending bidders should submit Earnest Money of **₹10,000/- for Schedule-1, ₹18,000/- for Schedul e-2, ₹10,000/- for Schedule-3, ₹10,000/- for Schedule-4, ₹18,000/- for Schedule-5, ₹2,000/- for Schedul e-6, ₹5,000/- for Schedule-7 & ₹2,000/- for Schedule-8 (i.e. ₹75,000/- for all Schedules)** mentioned in bid documents to MOIL Ltd., alongwith their offer otherwise their offer will summarily have rejected. EMD should be dep osited 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

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfe r. 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 bank statement on or before the opening date & time of tender, failing which the offer shall be rejec ted 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., agai nst 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, mentioni ng the correct UTR No. /Reference No. in case of IDBI Bank in their offer on GeM Portal is mandatory, failing which th e offer shall be rejected outrightly.

Earnest Money by way of Demand Draft, cheque, bank guarantee, deposit receipt or any other form wil I 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 Ban k Guarantee/Security Deposit as per contractual terms or thirty days of successful completion of contr act, 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	Correct	Date	Amount
	/Category	UTR No. /Refer ence		
		No.		
<b>1</b>	LOT NO. 1: LOT NO. 1:			10,000/-
-	Conveyor Belt,		•	10,000/-
	Width:1000mm			
2	LOT NO. 2:		1	<mark>18,000/-</mark>
	<mark>Conveyor Belt,</mark>			
	Width:800mm			
3	LOT NO. 3:	1		<mark>10,000/-</mark>
	<mark>Conveyor Belt,</mark>			
	Width:600mm			
<mark>4</mark>	LOT NO. 4:	1	I	<mark>10,000/-</mark>
	<mark>Conveyor Belt,</mark>			
	Width:700mm			
5	LOT NO. 5:	1	1	<mark>18,000/-</mark>
	<mark>Conveyor Belt,</mark>			
	Width:500mm			
<mark>6</mark>	LOT NO. 6:			<mark>2,000/-</mark>
	<mark>Conveyor Belt,</mark>			
	Width:450mm			
7	LOT NO. 7:			<mark>5,000/-</mark>
	<mark>Conveyor Belt,</mark>			
	Width:550mm			
8	LOT NO. 8:			<mark>2,000/-</mark>
	<mark>Conveyor Belt,</mark>			
	Width:650mm			

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

Signed:

**Designation:** 

Corporate Seal:

#### 6. For EMD Exemption bidder(s):

The bidder seeking EMD exemption, **must submit** 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 & Conditions) with amendments, if any]. Under MSE category, only Manufacturers for Goods and Service Providers for Services are eligible for exemption fro m EMD. Traders are excluded from the purview of this Policy. **In absence of valid EMD Exemption document, t he bid will be out- rightly/summarily rejected and no correspondence in this regard shall be entertained** 

<u>Step I:</u> The participating bidders under this category should <u>mandatorily mention the exemption docum</u> <u>ent type in their offer on GeM Portal.</u>

- Step-II: Upload the relevant document in the upload link on GeM Portal. The status of MSE shall be dec ided based on the uploaded document and if found in line then only, their offer shall be consid ered for further evaluation. In short, mentioning the exemption document type in their offer on GeM P ortal& uploading the same on GeM portal is <u>mandatory</u>, failing which the offer shall be rejected outrightl y.
- <u>C: PSUs</u>: State/Central Govt. Organization/PSUs are exempted from submission of EMD/SD. However, they should <u>m</u> <u>andatorily mention the document type in their offer on GeM portal for getting exemption and</u> <u>Upload the relevant document with their offer on GeM portal</u>, failing which the offer shall be reje cted outrightly.

**7.** Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only. Please pr ovide details of Contact person name, designation, Mobile & e-mail ID for correspondence.

7.1 For Madhya Pradesh State Mines/Plant: The material shall be despatched & invoiced from supplier's invoicing lo cation & invoice should be generated on consignee as per bid document. i.e. IN THE TAX INVOICE TO BE ISSUED BY THE SUPPLIER, SHIP TO PARTY & BILLED TO PARTY WILL BE: CONSIGNEE AS PER BID DOCUMENT WIT H GSTN: 23AAACM8952A1ZT FOR MADHYA PRADESH STATE SUPPLY.

**7.2** For Maharashtra State Mines/Plant: The material shall be despatched & invoiced from supplier's invoicing locatio n & invoice should be generated on consignee as per bid document. i.e. **IN THE TAX INVOICE TO BE ISSUED BY T HE SUPPLIER, SHIP TO PARTY & BILLED TO PARTY WILL BE: CONSIGNEE AS PER BID DOCUMENT WITH G STN: 27AAACM8952A1ZL FOR MAHARASHTRA STATE SUPPLY.** 

**8.** <u>Despatch/Transportation Through Registered Common Carrier</u>: In the event you are successful tenderer and you intend to dispatch/transport the ordered material by road, it will be through "Registered Common Carrier" [ as per guidelines mentioned in the "Carriage by Road Act 2007" and subsequent amendments (if any)]. In case of n on-compliance, action shall be imposed as deemed fit, as per the above mentioned "Carriage by Road Act 2007".

**9.** <u>PERFORMANCE BANK GUARANTEE</u>: It is mandatory on part of supplier to submit the Performance Bank Guara ntee **@5%** of total value of order for period of **15 Months** as mentioned in bid document.

- Bank Details: MOIL Limited, Nagpur
- Name of the Bank & Branch: IDBI Bank, Gupta House, Ravindranath Tagore Road, Civil Lines Nagpur-440001
- IFS Code: IBKL0000389
- Current Account No. 041102000018027.
- The PBG will be submitted through Structured Financial Management System(SFMS) platform
- Performance bank guarantee to be uploaded on GeM Portal within 15 days of award of contract on Ge M, as per General Terms and Conditions (GTC) on GeM, [refer clause no. 7, ii]. Hard copy to be submit ted to JGM (Fin.), MOIL LTD., "MOIL BHAWAN" 1A Katol Road, Nagpur-440013.

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.

The performance security will be forfeited in the event of a breach of contract by the bidder/contractor. It shall be re funded to the bidder/contractor without interest, after he duly performs and completes the contract in all respects b ut not later than sixty days of completion of all such obligations including the warranty under the contract.

**10.** <u>ARBITRATION CLAUSE</u>: 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 pe rmanent Machinery of Arbitrators (PMA) i.e. to the Sole Arbitrator 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".

#### 11. DECLARATION under Companies Act:

The firm/individual while submitting the tender should submit the under mentioned declaration duly signed.

We declare that "None of our proprietor / partner / Director of the firm/ company has any relationship within the me aning of Section 6 of the Companies Act 2013 with any of the employee working in MOIL Ltd. or Director of MOIL".

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

**12. JURISDICTION:** All questions, disputes or differences, arising under, outside or in connection with the tender/or der contract shall be subject to the exclusive jurisdiction of the Courts at Nagpur only.

**13.** <u>**DISPUTE:**</u> In the event of dispute arising out of this contract, the decision of Chairman-Cum-Managing Director MOIL Ltd. shall be final & binding.

**14. NO DEVIATION CERTIFICATE:** We certify that, "there is no deviation in the offer submitted by us, from the Bi d/tender terms & conditions on GeM Portal. In case if there is any difference in any terms & conditions, the same ma y be ignored and considered to have been accepted by us in toto as per bid document on GeM". Bidder to upload th e "No Deviation Certificate".

**15.** <u>Revised Public Procurement (Preference to Make in India):</u> It is certified that the tender is compliant to P PP MII order & shall be finalised keeping in view of all its updates. The instant tender shall be inter-alia subject to "R evised Public Procurement (Preference to Make in India), Order 2017 Revision, (as amended from time to time) beari ng No. P-45021/2/2017 PP (BE-II) issued by the Government of India, Ministry of Commerce and Industry, Departmen t for Promotion of Industry and Internal Trade (Public Procurement Section)" dated 16/09/2020. The tenderers who w ish to take the preference under the said Order dated 16/09/2020 shall mandatorily be required to submit the requi site documents as prescribed under the Public Procurement (Preference to Make in India), Order 2017- Revision. On ly after satisfactory submission of the requisite documents benefits under the aforesaid Order shall be provided. Re vised order or any updates may be accessed at DPIIT's website: https.dipp.gov.in/public-procurements Only to facilit ate, we may request to refer Clause No.9(a) & (b) of above order towards "Verification of Local Content" reproduced hereunder and upload as applicable:</u>

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 r equirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the I ocation(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) giv ing the percentage of local content.

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

Kindly upload the certificate giving the percentage (%)of local content and give details of the location(s)/address(s) at which the local value addition is made. As per Revised Public Procurement (Preference to Make in India), Order 20 17, on 16/09/2020 enclosed, Clause No.3, bidder to mention in which category their firm belong i.e. Class-I Local Supplier/ Class-II Local Supplier/ Non-Local Supplier. Kindly upload the certificate by mentioning the Class.

In view of above, you are requested to kindly provide the selfCertification as "We certify that item(s) offered/quote d in tender has got \_\_\_\_\_% of local content and the details of the location(s) at which the local value addition is ma de is \_\_\_\_\_\_".Bidder to submit the "% of local content & location of local content" with th eir offer.

**16.** <u>Restrictions on Public Procurement from Certain Countries</u>: In this regard bidder may please refer Office Memorandum No. 6/18/2019-PPD dt.23-07-2020 & subsequent orders issued by Public Procurement Division, Depart ment of Expenditure, Ministry of Finance, Government of India towards restrictions on Public Procurement from certa in countries.

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

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

**17.** Bidder to confirm location from where the materials shall be invoiced upto Destination basis as per consignee m entioned in bid document (Complete address, Name of the Bidder (Company/Firm) along with Telephone No. & Fax No., Name of person, Mobile No., e-mail ID of the bidder to be given).

**18.** <u>**PAST SUPPLIES:**</u> Bidder(s) is requested to submit/upload the supply order copies for tendered item(s) as docu mentary evidence towards past supplies from Govt. Deptt./Govt. Undertaking, Enterprises/Customer.

**19.** <u>**TAXES**</u>: Payment of Tax is primarily the responsibility of the seller and will not be paid unless it is clearly shown on the quotation as payable extra. Any change in taxation during the tenure of contract, will be as per applicable st atute. Under GST regime registration under GST is made mandatory. You shall mention your GST provisional Id's (In case your supply is from more than one location mention all relevant GST's) in the quotation. Offers rece ived from company/firm/individual without GST provisional Id's are liable to be rejected provided they fall within the preview of GST. <u>Timely compliance of GST Provisions and filing of GST returns is the responsibility of the bidder. An y non-compliance may result in withholding of bills partly or fully until it is reflected in form GSTR-2A.</u>

**19.1** TDS under GST shall be deducted as per the applicable GST Provisions.

**20.** Bidder/supplier to ensure that the validity of the *Statutory Certificate* /*Competency Certificate* shall be vali d during tender finalization and execution stage.

21. Bidder to submit ITR/Profit & Loss statement/Balance Sheet to substantiate applicability of GST

**22.** <u>TReDS PLATFORM</u>: It may be noted that Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/S ervices) from Government buyers leading to shortfall of Working Capital. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. MOIL Ltd., is alre ady registered on the following TReDS platform:

M/s. A. TREDS (Invoicemart), Mumbai

"MSME Bidders are required to register on the TReDS platform. The MSME vendors can avail the TReDS facility, if th ey want to".

All MSE vendors/suppliers are advised to get themselves registered on TReDS platform (www.treds.in) accordingly.

**23.** 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.

24. <u>EXTENSION OF CONTRACT:</u> MOIL Limited if required, reserves the right to extend the GeM contract for a furth

er period of three months with the same rate, terms & conditions.

#### **25. INTEGRITY PACT:**

- a) The bidder is required to submit the integrity pact agreement duly filled, scanned & signed by authorized sign atory of tender as per enclosed Annexure along with the tender document & upload.
- b) A person signing IP shall not approach the courts while representing the matters to IEMs and He/She will await their decision in the matter.

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

Name of Independent External Monitor (IEM):

(i) Shri. Cmde Rakesh Anand,

E-mail:- ansem\_2000@yahoo.com

(ii) Shri. Nand Kumar Mishra,

E-mail:- lambodhar2021@gmail.com

adidev2014@gmail.com

#### **26.** DETAILS OF THE LOCATION OF MINES & PLANTS SITUATED:

NAME OF MINES & POSTAL ADDRESS	OFF DAY/ AUTHORITY
KANDRI MINE PO-Kandri, Tah - Ramtek,	TO BE CONTACTED
DisttNagpur (MS), PIN: 441401.	Mine Manager
Tel.: 07114-268179 (Off.) 268149 (Res.), 268150	
(NOS Kandri) BALAGHAT MINE P.O. Bharweli, Dist. Balaghat (MP),	Saturday
PIN: 481102 Tel. : 07632- 245185,	Mine Manager
245312, 245311 (Off.) 07632-245187, 245189 (Res.)	
FAX : 07632-245184	

NOTE: BIDDER TO CONFIRM / ACCEPT ABOVE CLAUSES ALONG WITH THEIR OFFER ON GEM:

SIGN.& DATE OF AUTHORISED SIGNATORY:

NAME OF AUTHORISED SIGNATORY: \_\_\_\_

DESIGNATION OF AUTHORISED SIGNATORY:

SEAL OF FIRM:\_\_\_

#### 27. ANNEXURE-A

# FORMAT FOR UNDERTAKING TO BE SUBMITTED/UPLOADED BY BIDDER ALONG WITH THE TE NDER DOCUMENTS

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 s ubmitted including the annexure 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 com plete and correct and I/we are fully responsible for the authenticity and correctness or the information and documen ts, submitted by us.

5. I/We understand that at any time during process for evaluation of tenders, if any information / document submitte d by me / us are found to be suppressing facts / forged / false / fabricated / fudged or incorrect, it shall lead to forfeit ure of the EMD, if submitted and initiating any legal action as deemed fit the MOIL. Further, I/we...... (N ame 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, al ong with forfeiture of EMD / SD and Performance Guarantee if submitted, besides any other action provided in the c ontract and initiating any legal action as deemed fit by MOIL.

7. We declare that "None of our proprietor / partner / Director of the firm/ company has any relationship within the meaning of Section 6 of the Companies Act 2013 with any of the employee working in MOIL Ltd or Director of MOIL".

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

9. We certify that, "there is no deviation in the offer submitted by us, from the Bid/tender terms & conditions on Ge M Portal. In case if there is any difference in any terms & conditions, the same may be ignored and considered to ha ve been accepted by us in toto as per bid document on GeM".

10. Despatch/Transportation Through Registered Common Carrier:

In the event you are successful tenderer and you intend to dispatch/transport the ordered material by road, it will b e through "Registered Common Carrier" [as per guidelines mentioned in the "Carriage by Road Act 2007" and subs equent amendments (if any)]. In case of non-compliance, action shall be imposed as deemed fit, as per the above m entioned "Carriage by Road Act 2007".

SEAL AND SIGNATURE OF THE BIDDER Place: Date:

#### 28. Annexure - B

#### FORMAT OF NON-COLLUSIVE TENDERING CERTIFICATE

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

Τo,

MOIL	Limited,
------	----------

#### Nagpur.

Dear Sir/ Madam,

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

1. We, (name(s) of the tenderer(s)) of (address (es) of the tenderer(s)) refer to the bid/ offeragainst (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 award ed;
- (b) Our bid was not prepared with any agreement, arrangement, communication, understanding, promise of undert aking 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 ten der relates; and
  - vii) the terms of the bid, and we undertake that we will not, prior to the award of the Contract, enter into o r engage in any of the foregoing.

#### 3. 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 a warded. We warrant that we have duly disclosed and will continue to disclose such arrangements to the Plants/ Mine s ------, MOIL Limited, Place -----.

#### 4. 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 certific cate, the Plants/ Mines, MOIL Limited, Place may, at its discretion, invalidate our bid, exclude us in future tenders, p ursue damages or other forms of redress from us (including but not limited to damages for delay, costs and expense s of re-tendering and other costs incurred), and /or (in the event that we are awarded the Contract) terminate the C ontract.

#### Signed for and on behalf of the (tenderer)

Signature:

Name:

Position:

Date:

## 15. Buyer Added Bid Specific ATC

Buyer uploaded ATC document <u>Click here to view the file</u>.

# 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.
- 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 <u>attached categories</u>, 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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract

#### and Buyer may take suitable actions as per GeM Contract.

## 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 के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश को बिडर हम वाले देश 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---