

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	08-08-2024 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	08-08-2024 12:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Steel
Department Name/विभाग का नाम	Moil Limited
Organisation Name/संगठन का नाम	Moil Limited
Office Name/कार्यालय का नाम	Moil Limited
Total Quantity/कुल मात्रा	6820
Item Category/मद केटेगरी	Industrial and Protective Rubber Knee and Ankle Boots (V2) as per IS 5557 (Q2)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC), 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
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
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	6 Days

Bid Details/बिड विवरण**Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)**

No

Evaluation Method/मूल्यांकन पद्धति

Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता

No

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).

12

(a). 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 :

Jt. GM(Materials)

MOIL Limited, MOIL Bhavan, 1-A, Katol Road, Nagpur, Ministry of Steel

(Shri. S. B. Chaudhari)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता

Yes

Reserved for MSE

Reserved for MSE

Yes

1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local

content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

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

2. Procurement under this bid is reserved for purchase from Micro and Small Enterprises having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal. If the bidder wants to avail themselves of the reservation benefit, 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 to participate in this bid. 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 based on documentary evidence submitted, while evaluating the bid. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- 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
- 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

Industrial And Protective Rubber Knee And Ankle Boots (V2) As Per IS 5557 (6820 pairs)

(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)

Bis Required	Yes
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Technical Specifications/तकनीकी विशिष्टियाँ

[* As per GeM Category Specification/जेम केटेगरी विशिष्टि के अनुसार](#)

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Specification	Governing Standard	As per IS 5557 : 2004 (Latest)
Certification	BIS Marking	Yes
Generic	Variety of Industrial Protective Rubber Boots	Variety - 1 (Industrial Protective Rubber Knee Boots)
	Type	Type 2 (Oil Resistant)
	Size (as per Cl. 5.1.2 of IS 5557)	5, 6, 7, 8, 9, 10, 11

**Additional Specification Parameters - Industrial And Protective Rubber Knee And Ankle Boots (V2)
As Per IS 5557 (6820 pairs)**

Specification Parameter Name	Bid Requirement (Allowed Values)
Pre-Qualifying Criteria :	The bidder is required to upload, along with the bid, all relevant certificates such as BIS license, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document failing which the offer submitted by the bidder shall be liable to be ignored
TECHNICAL SPECIFICATIONS-1 :	The valid BIS license as per IS 5557-2004, Type- 2 (Oil Resistant) Variety- 1 (with latest amendment if any) complying to latest DGMS circular (Approval) No. 13 dated 04.06.2015. Rubber Gum Boot shall be compatible for use in Metal mines for hard, rough, slippery surfaces.
TECHNICAL SPECIFICATIONS-2 :	Each boot should be permanently marked with manufacturer's name / model, year & month of manufacture , safety or protective boot, any other statutory marking to be made inside of tongue or at top outer face of the boot so that least damage during mining operation occurs.
TECHNICAL SPECIFICATIONS-3 :	The foot wear should be tested at any Govt. or Govt. approved laboratory whenever standard of testing have changed. The footwear shall bear marking of BIS license with relevant IS number along with declaration stating that it is "suitable for use in mines"
TECHNICAL SPECIFICATIONS FOR RUBBER GUM BOOTS:	As per the Buyer ATC Clause no. 27 (TECHNICAL SPECIFICATIONS FOR RUBBER GUM BOOTS).

* Bidders offering must also comply with the additional specification parameters mentioned above.

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	Sandeep Kumar Mahto	441401,PO:KANDRI,TAH:RAMTE K,DIST:NAGPUR,MAHARASHTRA ,441401	6820	70

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

1. **Generic**

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

2. **Generic**

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

3. **Generic**

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

4. **Generic**

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

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**

The seller is required to print logo as per buyer's requirement.

9. **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.

10. **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.

11. **Scope of Supply**

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

12. **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.

13. **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.

14. **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.

15. **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 Conditions: <https://gem.gov.in/termsConditions>

2. **DELIVERY SCHEDULE:** For all Schedule/Lot within 70 days from the date of receipt of GeM contract.

3. **GUM BOOT SIZES:** Size: 5- 1040 Pair, Size: 6- 1465 Pair, Size: 7- 1760 Pair, Size: 8-1540 Pair, Size: 9- 705 Pair, Size: 10- 310 Pair. The mentioned quantity is subject to change and order for such quantity shall be placed.

4. **MSE BID:** This is an MSE specific bid. Those firms who fall in the category of Micro and Small unit are only eligible to submit their bid. The tendered items should be covered in their MSE Udyam Certificate. This certificate should be uploaded with their bid.

5. **FIRM PRICE:** Prices quoted/bidder shall remain FIRM till supply is completed satisfactorily in all respects. Price variation clause will not be accepted.

6. **MANUFACTURER AUTHORIZATION:** Wherever Authorised Distributors/service providers are submitting the bid, tender specific Authorisation Form (mentioning the Bid number)/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. 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 from EMD. Traders are excluded from the purview of this Policy. **In absence of valid EMD Exemption document, the bid will be outrightly/summarily rejected and no correspondence in this regard shall be entertained.**

Step I: The participating bidders under this category should mandatorily mention the exemption on document type in their offer on GeM Portal.

Step-II: Upload the relevant document in the upload link on GeM Portal. The status of MSE shall all 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 their offer on GeM Portal & uploading the same on GeM portal is **mandatory**, failing which the offer shall be rejected outrightly.

C: PSUs: State/Central Govt. Organization/PSUs are exempted from submission of EMD/SD. However, they should **mandatorily mention the document type in their offer on GeM portal for getting exemption and Upload the relevant document with their offer on GeM portal**, failing which the offer shall be rejected outrightly.

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

8.1 For Madhya Pradesh State Mines/Plant: The material shall be despatched & invoiced from supplier's invoicing location & 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 WITH GSTN: 23AAACM8952A1ZT FOR MADHYA PRADESH STATE SUPPLY.**

8.2 For Maharashtra State Mines/Plant: The material shall be despatched & invoiced from supplier's invoicing location & 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 WITH GSTN: 27AAACM8952A1ZL FOR MAHARASHTRA STATE SUPPLY.**

9. 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 be through "Registered Common Carrier" [as per guidelines mentioned in the "Carriage by Road Act 2007" and subsequent amendments (if any)]. In case of non-compliance, action shall be imposed as deemed fit, as per the above mentioned "Carriage by Road Act 2007".

10. PERFORMANCE BANK GUARANTEE: It is mandatory on part of supplier to submit the Performance Bank Guarantee **5%** of total value of order for period of **12 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 GeM, as per General Terms and Conditions (GTC) on GeM, [refer clause no. 7, ii]. Hard copy to be submitted to JGM (Fin.), MOIL LTD., "MOIL BHAWAN" 1A 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 refunded to the bidder/contractor without interest, after he duly performs and completes the contract in all respects but not later than sixty days of completion of all such obligations including the warranty under the contract.

11. ARBITRATION CLAUSE: Disputes & Arbitration (for PSUs only)- "All the Disputes and differences arising out of or in any way touching or concerning this agreement between the parties shall be resolved by a reference to the permanent Machinery of Arbitrators (PMA) i.e. to the Sole Arbitrator 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".

12. 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 meaning 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.

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

14. DISPUTE: In the event of dispute arising out of this contract, the decision of Chairman-Cum Managing Director MOIL Ltd. shall be final & binding.

15. NO DEVIATION CERTIFICATE: We certify that, “there is no deviation in the offer submitted by us, from the Bid/tender terms & conditions on GeM Portal. In case if there is any difference in any terms & conditions, the same may be ignored and considered to have been accepted by us into to as per bid document on GeM”. Bidder to upload the “No Deviation Certificate”.

16. REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA): It is certified that the tender is compliant to PPP MII order & shall be finalised keeping in view of all its updates. The instant tender shall be inter-alia subject to “Revised Public Procurement (Preference to Make in India), Order 2017 Revision, (as amended from time to time) bearing No. P-45021/2/2017 PP (BE-II) issued by the Government of India, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (Public Procurement Section)” dated 16/09/2020. The tenderers who wish to take the preference under the said Order dated 16/09/2020 shall mandatorily be required to submit the requisite documents as prescribed under the Public Procurement (Preference to Make in India), Order 2017- Revision. Only after satisfactory submission of the requisite documents benefits under the aforesaid Order shall be provided. Revised order or any updates may be accessed at DPIIT's website: <https://dipp.gov.in/public-procurements> Only to facilitate, we may request to refer Clause No.9(a) & (b) of above order towards “Verification of Local Content” reproduced hereunder and upload as applicable:

a. The ‘Class-I local supplier’/‘Class-II local supplier’ at that time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that, the item offered meets the local content requirement for ‘Class-I local supplier’/‘Class-II local supplier’, as the case may be. They shall also give details of the location(s) at which the local value addition is made.

b. In cases of procurement for a value in excess of Rs.10 Crores, the ‘Class-I local supplier’/‘Class-II local supplier’ shall be required to provide a certificate from

i) Statutory auditor or cost auditor of the company (in the case of companies) or

ii) A practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

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

Kindly upload the certificate giving the percentage (%) of local content and give details of the location(s)/address(es) at which the local value addition is made. As per Revised Public Procurement (Preference to Make in India), Order 2017, on 16/09/2020 enclosed, Clause No.3, bidder to mention in which category their firm belong i.e. Class-I Local Supplier/ Class-II Local Supplier/ Non-Local Supplier. Kindly upload the certificate by mentioning the Class.

In view of above, you are requested to kindly provide the self -Certification as “We certify that item(s) offered/quoted in tender has got _____% of local content and the details of the location(s) at which the local value addition is made is _____”. **Bidder to submit the “% of local content & location of local content” with their offer.**

17. RESTRICTIONS ON PUBLIC PROCUREMENT FROM CERTAIN COUNTRIES: 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, Department of Expenditure, Ministry of Finance, Government of India towards restrictions on Public Procurement from certain countries.

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

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

18. Bidder to confirm location from where the materials shall be invoiced upto Destination basis as per consignee mentioned 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).

19. PAST SUPPLIES: Bidder(s) is requested to submit/upload the supply order copies for tendered item(s) as documentary evidence towards past supplies from Govt. Deptt./Govt. Undertaking, Enterprises/Customer.

20. TAXES: 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 statute. 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 received from company/firm/individual without GST provisional Id's are liable to be rejected provided they fall within the preview of GST. Timely compliance of GST Provisions and filing of GST returns is the responsibility of the bidder. Any non-compliance may result in withholding of bills partly or fully until it is reflected in form GSTR-2A.

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

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

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

23. TReDS PLATFORM: 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/Services) 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 already registered on the following TReDS platform:

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

“MSME Bidders are required to register on the TReDS platform. The MSME vendors can avail the TReDS facility, if they want to”.

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

24. 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.

25. INTEGRITY PACT:

- a) The bidder is required to submit the integrity pact agreement duly filled, scanned & signed by authorized signatory of tender as per enclosed Annexure along with the tender document & upload.
- b) 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 TO BE CONTACTED
KANDRI MINE PO-Kandri, Tah - Ramtek, Distt.-Nagpur (MS), PIN: 441401. Tel.: 07114-268179 (Off.) 268149 (Res.), 268150 (NOSKandri)	Thursday Mine Manager

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. TECHNICAL SPECIFICATIONS FOR RUBBER GUM BOOTS:

SN	Description
1	General Description: BIS marked RUBBER GUM BOOT IS 5557:2004 with steel toe cap of different sizes conforming to IS:5557 of 2004, Type- 2 (Oil Resistant) Variety- 1 (with latest amendment if any) complying to latest DGMS circular (Approval) No. 13 dated 04.06.2015 of the following sizes. Size: 5- 1040 Pair, Size: 6- 1465 Pair, Size: 7- 1760 Pair, Size: 8- 1540 Pair, Size: 9- 705 Pair, Size: 10- 310 Pair; TOTAL - 6820 Pair.
2	Pre-Qualifying Criteria: The bidder is required to upload, along with the bid, all relevant certificates such as BIS license, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document failing which the offer submitted by the bidder shall be liable to be ignored. The valid BIS license as per IS 5557-2004, Type- 2 (Oil Resistant) Variety- 1 (with latest amendment if any) complying to latest DGMS circular (Approval) No. 13 dated 04.06.2015. Rubber Gum Boot shall be compatible for use in Metal mines for hard, rough, slippery surfaces.
3	Each boot should be permanently marked with manufacturer's name / model, year & month of manufacture, safety or protective boot, any other statutory marking to be made inside of tongue or at top outer face of the boot so that least damage during mining operation occurs.
4	The foot wear should be tested at any Govt. or Govt. approved laboratory whenever standard of testing have changed. The footwear shall bear marking of BIS license with relevant IS number along with declaration stating that it is "suitable for use in mines"
5	The mentioned quantity is subject to change and order for such quantity shall be placed
6	Guarantee: The life of the Rubber Gum Boot for use at mines is very important. The shoes/boots shall be guaranteed for satisfactory performance for 6 months from date of issue. In case it becomes unserviceable due to manufacturing defect, bad workmanship or sub-standard material (or any other reason) within this period the same shall be replaced by the vender free of cost within 30 days from the date of receipt of such intimation. MOIL's decision in this regard shall be final & binding. Hence strict compliance shall be adhered for maintaining quality standards of shoes as per the norms of BIS specification. Rubber Gum Boot shall be compatible for use in Metal mines for hard, rough, slippery surfaces.
7	MOIL Logo: We require the boots dully embossed an emblem of "MOIL" at a suitable place in such a manner that the embossing shall remain visible for the lifetime. As such tenderer should mention in their offer that this shall be provided "Free of Cost".

8	THIRD PARTY INSPECTION: MOIL RESERVES THE RIGHT TO GET THE SHOES SELECTED AT THEIR Mines after its receipt from the supplier. Alternatively, MOIL also reserves the right to get the initial inspection including stage inspection carried by third party e.g. DGS&D or any other agency as per specification at your works. The inspection shall include destructive testing & abrasion testing besides checking of dimensions & subsequently it will be reimbursed to vendor along with their bill(s) towards supply. In case the materials are rejected in the first inspection, all charges including boarding, lodging, TA, inspection fee etc. for subsequent inspections shall be borne by the successful tenderer. A team of officials from MOIL may visit the factory for inspection for maintaining quality of the safety boots.
9	Destination: NOS (K), Kandri Mine, PO-Kandri, Tah : Ramtek, Distt.- Nagpur 441401
10	Sample: Agree to provide Advance Sample(s) for buyer's approval before commencement of supply. Any change in the supply with respect to supplied sample will not be acceptable
11	Evaluation Criteria: The tender shall be evaluated on individual lot basis on total FOB destination cost of lot .
12	<p>Every lot of the footwear supplied shall have following information in English and Hindi:</p> <ul style="list-style-type: none"> · This Footwear is suitable for use in the Mines. · This footwear is not a green footwear and not bio-degradable. · This footwear is recommended/Not recommended in Fire prone /in hot surface area (delete whichever is not applicable) · Name and Full address of the Manufacturer. · Details of Customer Service provider · Instruction for Storage and maintenance. · Drying procedure of wet boots and cleaning of boots for proper service. · Obsolescence deadline/period of obsolescence.
13	Only those bidders shall be considered proven who have supplied the offered items of not less than 30% (Cumulative) of the tendered quantity within a period of not more than three years before the date of tender opening to Mining Industry and/or to the other industries (Private or Govt./PSU, Indigenous or global) against regular (firm) order. To establish the same, bidder is required to upload submit self-attested copies of supply order of the offered items, received from the above mentioned organizations.
14	Please specify the make of the offered item

ANNEXURE-A

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 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 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 and initiating any legal action as deemed fit by MOIL. Further, I/we..... (Name of the Bidder) and all my/ our constituents understand that my/ our offer shall be summarily rejected.
6. I/We also understand that at any time after award of contract, if the certificate(s) submitted by me / us are found to be suppressing facts / false/ forged/ fabricated / fudged or incorrect, it may lead to termination of the contract, along with forfeiture of EMD / SD and Performance Guarantee if submitted, besides any other action provided in the contract 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 certify that, "there is no deviation in the offer submitted by us, from the Bid/tender terms & conditions on GeM Portal. 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 bid document on GeM".
9. 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 be through "Registered Common Carrier" [as per guidelines mentioned in the "Carriage by Road Act 2007" and subsequent amendments (if any)]. In case of non-compliance, action shall be imposed as deemed fit, as per the above mentioned "Carriage by Road Act 2007".

SEAL AND SIGNATURE OF THE BIDDER

Place:

Date:

.

16. Buyer Added Bid Specific ATC

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

Disclaimer/अस्वीकरण

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

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

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

---Thank You/धन्यवाद---