

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	09-03-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	09-03-2026 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Steel
विभाग का नाम/Department Name	Moil Limited
संगठन का नाम/Organisation Name	Moil Limited
कार्यालय का नाम/Office Name	Moil Limited
कुल मात्रा/Total Quantity	1430
वस्तु श्रेणी /Item Category	Portland - Pozzolana Cement (Fly Ash Based) for Bulk Buying as per IS 1489 (Part 1) (Q2)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Item wise consignee wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	IDBI Bank
Schedule 1 ईएमडी राशि/EMD Amount (In INR)	10000
Schedule 2 ईएमडी राशि/EMD Amount (In INR)	25000
Schedule 3 ईएमडी राशि/EMD Amount (In INR)	10000
Schedule 4 ईएमडी राशि/EMD Amount (In INR)	25000
Schedule 5 ईएमडी राशि/EMD Amount (In INR)	25000
Schedule 6 ईएमडी राशि/EMD Amount (In INR)	10000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	IDBI Bank
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00

ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).

8

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/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.

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

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

लाभार्थी /Beneficiary :

Head Of Department, Finance

Finance Department, MOIL Limited, "MOIL BHAVAN", 1A, Katol Road, Nagpur-440013 [The details of beneficiary bank for sending details of BG under SFMS Platform is Advisory Bank: IDBI Bank, IDBI Bank, Gupta House, Ravindranath Tagore Road, Civil Lines Nagpur-440001, Advisory Bank IFSC Code: IBKL0000389 & Current Account No. 041102000018027].

(Moil Limited)

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

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में है / Purchase Preference to MII sellers available upto price within $L1+X\%$	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

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

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

3. 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

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

मूल्यांकन विधि(मदवार मूल्यांकन विधि) / Evaluation Method (Item Wise Consignee 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:

मूल्यांकन अनुसूचियां / Evaluation Schedules	वस्तु/श्रेणी / Item/Category	Consignee Address	मात्रा / Quantity
Schedule 1	Portland - Pozzolana Cement (fly Ash Based) For Bulk Buying As Per Is 1489 (part 1)	GUMGAON MINE ,PO:KHAPA,TAH:SAONER,DIST:NAGPUR 441401	150
Schedule 2	Portland - Pozzolana Cement (fly Ash Based) For Bulk Buying As Per Is 1489 (part 1)	PO:SITASAONGI, TAH:TUMSAR, 1,TUMSAR KATANGI ROAD,SITASAONGI,DIST:BHANDARA,MAHARASHTRA,441907 441907	215
Schedule 3	Portland - Pozzolana Cement (fly Ash Based) For Bulk Buying As Per Is 1489 (part 1)	PO:KANDRI,TAH:RAMTEK,DIST:NAGPUR,MAHARASHTRA,441401 441401	180
Schedule 4	Portland - Pozzolana Cement (fly Ash Based) For Bulk Buying As Per Is 1489 (part 1)	1,MUNSAR RAMTEK ROAD,KAICHI MUNSAR,NAGPUR,MAHARASHTRA,441106 441106	300
Schedule 5	Portland - Pozzolana Cement (fly Ash Based) For Bulk Buying As Per Is 1489 (part 1)	POST BHARWELI TAH AND DIST BALAGHAT 481102	450
Schedule 6	Portland - Pozzolana Cement (fly Ash Based) For Bulk Buying As Per Is 1489 (part 1)	UKWA MINE,BAIHAR ROAD, PO:UKWA,TAH:PARASWADA, DIST:BALAGHAT, MADHYA PRADESH 481105	135

Portland - Pozzolana Cement (Fly Ash Based) For Bulk Buying As Per IS 1489 (Part 1) (1430 metric tonne)

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

Bis Required	Yes
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तकनीकी विशिष्टियाँ /Technical Specifications

* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
General Requirements	Content of fly ash ,in percent	35, 34, 33
Packing and Marking	Packing Material	HDPE/PP woven sacks conforming to IS 11652

Additional Specification Parameters - Portland - Pozzolana Cement (Fly Ash Based) For Bulk Buying As Per IS 1489 (Part 1) (1430 metric tonne)

Specification Parameter Name	Bid Requirement (Allowed Values)
Pre-qualifying condition for the prospective bidder-1:	Bidder must be a manufacture or authorized Dealer/ Distribution of the offered item. Bidders are required to upload copy of registration certificate clearly mentioning as a manufacturer (for manufacturer) or tender specific authorisation letter issued by the manufacturer of the offered item for authorized Dealer/ Distributor.
Pre-qualifying condition for the prospective bidder-2:	Dealer/ Distributor authorized by the Manufacturer shall submit Manufacturer Authorization as per "Annexure-I", failing which the offer shall be out rightly rejected.
Pre-qualifying condition for the prospective bidder-3:	The manufacturer should have BIS license for offered item. Copy of the BIS license valid as on the date of opening of tender Part-I, should be uploaded. Manufacturer and Brand name of the offered item (Bidder to specify).
Pre-qualifying condition for the prospective bidder-4:	The bidder should have supplied tendered product (Cement) during preceding 3 financial years (i.e. current year and three previous financial years) as on date of opening of the bid as per following criteria: (i) Single order of at least 35% of quantity under procurement (offered Lot); or (ii) Two orders of at least 20% of quantity under procurement (offered Lot); or (iii) Three orders of at least 15% quantity under procurement (offered Lot).
Pre-qualifying condition for the prospective bidder-5:	Satisfactory performance certificate issued by the respective buyer organisation along with the above orders should be uploaded by the bidder.

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

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

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

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Ganesh Ramchandra Kakade	441401,GUMGAON MINE ,PO:KHAPA,TAH:SAONER,DIST:N AGPUR	150	180
2	Bipra Prasad Das	441907,PO:SITASAONGI, TAH:TUMSAR, 1,TUMSAR KATANGI ROAD,SITASAONGI,DIST:BHAND ARA,MAHARASHTRA,441907	215	180
3	Nitin Surendra Ghodeswar	441401,PO:KANDRI,TAH:RAMTE K,DIST:NAGPUR,MAHARASHTRA ,441401	180	180

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
4	Niranjan Purushottam Parate	441106,1,MUNSAR RAMTEK ROAD,KAICHI MUNSAR,NAGPUR,MAHARASHTRA,441106	300	180
5	Saurabh Singh	481102,POST BHARWELI TAH AND DIST BALAGHAT	450	180
6	Ajay Badole	481105,UKWA MINE,BAIHAR ROAD, PO:UKWA,TAH:PARASWADA, DIST:BALAGHAT, MADHYA PRADESH	135	180

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

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 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 $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, 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. [Click here to view the file](#)

5. Generic

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

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.

d. Copy of EFT Mandate duly certified by Bank.

6. **Generic**

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

7. **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.

8. **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.

9. **Scope of Supply**

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

10. **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.

11. **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.

12. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

13. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

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. Warranty

Warranty period of the supplied products shall be as given in specifications from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

16. 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/termsCondition>
2. **DELIVERY SCHEDULE:** Material shall be taken within 180 days as per requirement of mines on monthly basis 'As and when required' from the date of receipt of order.
3. **FIRM PRICE:** Prices quoted/bidder shall remain FIRM till supply is completed satisfactorily in all respects. Price variation clause will not be accepted.
4. **MANUFACTURER AUTHORIZATION:** Wherever Selling Agent/Dealer/Distributor authorized by the Manufacturer are submitting the bid, Tender specific Authorization & Undertaking Certificate by Manufacturer on Letter Head of Principal/Manufacturer mentioning the details such as name, designation, address, e-mail ID and Phone No., as per "Annexure-I", must be submitted along with Techno-Commercial bid.

Note: (i) The authorization should be pre-dated (from tender opening date), properly signed and valid. The validity should correspond to the delivery period stipulated in Tender Enquiry.

(ii) Selling Agent/Dealer/Distributor authorized by the Manufacturer shall submit Manufacturer Authorization as per "Annexure-I", along with Techno-Commercial bid, failing which the offer shall be outrightly rejected.

5. **Extension of Rate Contract:** Tenderer/bidder should also confirm that if MOIL Limited required, they agree to extend the rate contract for a further period of three months with the same rate, terms & conditions.

6. 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, ₹25,000/- for Schedule-2, ₹10,000/- for Schedule-3, ₹25,000/- for Schedule-4, ₹25,000/- for Schedule-5 & ₹10,000/- for Schedule-6 (i.e. ₹1,05,000/- for all Schedules)** mentioned in bid documents to MOIL Ltd., alongwith their offer otherwise their offer will summarily have rejected. EMD should be deposited electronically (RTGS/NEFT) from Nationalised/ Scheduled Bank only in the designated account as under:

a: Name of Bank & Branch: IDBI Bank, Civil Lines Branch, Nagpur

b: Account No. 0041102000038465

c: IFS Code: IBKL0000041

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy/proof of the Online Payment Transfer along with bid. Bidders are requested to upload the EMD details in format mentioned below. EMD should be deposited in one go and exact amount should be reflected in our bank statement on or before the opening date & time of tender, failing which the offer shall be rejected outrightly.

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

Earnest Money by way of Demand Draft, Cheque, Bank Guarantee, Deposit Receipt or any other form will not be entertained. i.e. No other mode of payment of EMD shall be accepted.

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

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

Format of EMD deposited.

Bid Number: _____

Name of Bidder: _____

Bidder PAN No.: _____

Bidder GSTIN No. _____

Bidder Bank Account No. _____

Bidder Bank IFSC Code: _____

Authorised person Name: _____

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

Schedule	Description of Item /Category	Correct UTR No. / Reference No.	Date	Amount

1	Cement PPC conforming to IS:1489 specification with latest amendment (For Gumgaon Mine)			10,000/-
2	Cement PPC conforming to IS:1489 specification with latest amendment (For Chikla Mine)			25,000/-
3	Cement PPC conforming to IS:1489 specification with latest amendment (For Kandri Mine)			10,000/-
4	Cement PPC conforming to IS:1489 specification with latest amendment. (For Munsar Mine)			25,000/-
5	Cement PPC conforming to IS:1489 specification with latest amendment (For Balaghat Mine)			25,000/-
6	Cement PPC conforming to IS:1489 specification with latest amendment (For U kwa Mine)			10,000/-

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

Signed:

Designation:

Corporate Seal:

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), (m) 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 out- rightly/summarily rejected and no correspondence in this regard shall be entertained**

Step I: The participating bidders under this category should **mandatorily mention the exemption 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 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 INSTRUCTION: Supplier is requested to kindly execute order and upload the invoice(s) along with the proof of delivery within the "Delivery To Be Completed By Date", mentioned in the GeM contract.

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 8 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 CGM(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. 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 2(77) read with Rule 4 of Chapter 1 of the Companies Act 2013 with any of the employee working in MOIL Ltd or Director of MOIL”.

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

12. 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”.

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 in toto 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 P P 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 here under 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(s) 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/quote

d 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 purview 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.

21.1 Bidder shall submit all the test certificate for the tendered product alongwith the supply.

21.2 Documents to be supplied along with each consignment:

- a. Test certificate issued by the manufacturer.
- b. GST Waybill.
- c. E-waybill of Manufacturer and/or their Invoice duly enclosed by the principle manufacturer.

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:

- 1) A. TReDS (Invoicemart), Mumbai
- 2) C2TReDS
- 3) M1xchange
- 4) RXIL TReDS Exchange
- 5) Kredx DTX Platform

"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	NEAREST RLY. STATION / CONNECTING ROAD.	OFF DAY/ AUTHORITY TO BE CONTACTED
BALAGHAT MINE P.O. Bharweli, Dist. Balaghat (MP), PIN: 481102 Tel. : 07632- 245185, 245312, 245311 (Off.) 07632-245187, 245189 (Res.) FAX : 07632-245184	Balaghat Rly. Station Via. Gondia Junction Howrah-Nagpur Main Lines, S.E.C. Rly Connecting Road, Balaghat-Baihar Rd. 4 kms. from Balaghat Town, 215 kms. from Nagpur via Gondia	Saturday Mine Manager

<p>FERRO MANGANESE PLANT</p> <p>BALAGHAT MINE,</p> <p>P.O. Bharweli, Dist. Balaghat (MP), PIN: 481102. Tel. : 07632-245188 (Off) Tel. : 07632-245210 (Res.)</p>	<p>Balaghat Rly. Station</p> <p>Via. Gondia Junction</p> <p>Howrah-Nagpur Main Lines, S.E.C. Rly Connecting Road, Balaghat-Baihar Rd. 4 kms. from Balaghat Town, 215 kms. from Nagpur via Gondia.</p>	<p>Saturday</p> <p>DGM (Process)</p>
<p>UKWA MINE</p> <p>PO-Ukwa, Tah-Baihar, Distt.Balaghat (MP), PIN: 481105 Tel: 07636-274532 (Off.), 07636-274526 (Res.)</p>	<p>Balaghat Rly. Station</p> <p>Via. Gondia Junction</p> <p>Howrah-Nagpur Main Lines, S.E.C.Rly. Connecting Road; Balaghat-Baihar 44 kms. from Balaghat Town 259 Km. from Nagpur via.Gondia - Balaghat</p>	<p>Friday</p> <p>Mine Manager</p>
<p>TIRODI MINE</p> <p>PO-Tirodi, Tah.-Katangi, Distt. Balaghat (MP), PIN: 481449. Tel: 07630-276735 (Off) Tel: 07630-276734 (Res.) Fax : 07630-276890</p>	<p>Tirodi Rly. Station.</p> <p>Via Tumsar Rd. Junction, Howrah-Nagpur Main Lines, S.E.C. Rly Connecting Road: 1) Jabalpur to Seoni (N.H.7) then to Katangi& from there to Tirodi Mine via Katedhara (approx. 180 km) 2) Nagpur via Bhandara, TumsarGoberwahi- Katedhara-Tirodi Mine (approx, 150 kms. from Nagpur)</p>	<p>Monday</p> <p>Mine Manager</p>

<p>CHIKLA MINE</p> <p>PO.Chikla, Tah-Tumsar Distt-Bhandara (MS), PIN: 441920. Tel: 07183-220231 (Off.) 07183-220314 (Res.)</p>	<p>Goberwahi Rly. Station Via Tumsar Road, Junction, S.E. Rly Connecting Road : Nagpur Via Bhandara, Tumsar-Goberwahi, Tumsar to Goberwahi 20 Kms. Goberwahi to Chikla Mine 1.5-2 Kms. Chikla Mine approx 116 Kms. from Nagpur.</p>	<p>Friday Mine Manager</p>
<p>DONGRI BUZURG MINE</p> <p>PO-DongriBuzurg Tah-Tumsar Distt.Bhandara (MS), PIN: 441907. Tel: 07183-220230 (Off.) 07183-220243 (Res.) FAX : 07183-220242</p>	<p>DongriBuzurg Rly. Station Via Tumsar Road Junction, S.E. Rly 126 Kms. from Nagpur. 1) Nagpur-Bhandara-Tumsar -Goberwahi-DongriBuzurg Mine 2) Nagpur-Munsar square -Ramtek-Tumsar-Goberwahi - DongriBuzurg Mine (Tumsar Town-Goberwahi 20 KM approx. Goberwahi to DongriBuzurg Mine 6 KM Approx)</p>	<p>Monday Mine Manager</p>
<p>EMD PLANT</p> <p>DONGRI BUZURG MINE</p> <p>PO-DongriBuzurg, Tah.-Tumsar, Distt.-Bhandara (MS), PIN: 441907. Tel : 07183-220242 (Off.) 07183-220208 (Res.) FAX : 07183-220242</p>	<p>DongriBuzurg Rly. Station Via Tumsar Road, Junction, S.E. Rly 126 kms. from Nagpur. 1) Nagpur-Bhandara-Tumsar -Goderwahi-Dongri Buzurg Mine 2) Nagpur-Munsar square -Ramtak-Tumsar-Goberwahi - DongriBuzurg Mine. (Tumsar Town-Goberwahi 20 KM approx, Goberwahi to DongriBuzurg Mine 6 KM approx.)</p>	<p>Monday DGM (Process)</p>

<p>KANDRI MINE PO-Kandri, Tah - Ramtek, Distt.-Nagpur (MS), PIN: 441401. Tel.: 07114-268179 (Off.) 268149 (Res.), 268150 (NOSKandri)</p>	<p>Ramtek Rly. Station, Via Kanhan Junction S.E. Rly,Connecting Road : Nagpur-Jabalpur NH. No. 7, 42 Kms. from Nagpur. (Munsar square to Kandri Mine 1.5-2KM approx.)</p>	<p>Thursday Mine Manager</p>
<p>MUNSAR MINE PO-Kandri, Tah-Ramtek Distt.-Nagpur (MS), PIN: 441106. Tel. 07114-268154 (Off) 07114-268272 (Res.)</p>	<p>Ramtek Rly. Station. Via Kanhan Junction S.E. Rly. Connecting Road, Nagpur-Jabalpur NH No 7, 42 Kms. from Nagpur, Munsar Square to Munsar Mine on Ramtek Road, 5 KM approx)</p>	<p>Thursday Mine Manager</p>
<p>GUMGAON MINE PO-Khapa, Tah-Saoner, Distt.-Nagpur (MS), PIN: 441101. Tel.07113-286123 (Off.)/286133 (Res.)</p>	<p>Khapa Rly. Station Via Paraoni S.E. Rly. Connecting Road: Nagpur-KhapaRaod, 35 kms. from Nagpur.</p>	<p>Sunday Mine Manager</p>

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. For Technical clarification(s) (if any), you may contact:

Mr. Atul Sharma, Jt.GM(Mech.),
MOIL BHAWAN, 1A, KATOL ROAD,

NAGPUR-440 013.

MOBILE NO. 7709045650

EMAIL: ats@moil.nic.in

For Commercial clarification(s) (if any), you may contact:

Mr. D. I. Khan, AGM(Materials),

MOIL BHAWAN, 1A, KATOL ROAD,

NAGPUR-440 013.

CONTACT NO. 0712-2806140

MOBILE NO. 7387411115

EMAIL: khan@moil.nic.in

28. 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 there to.
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 the MOIL. Further, I/we.....

(Name of the Bidder) and all my/ our constituents understand that my/ our offer shall be summarily rejected.

6. I/We also understand that at any time after award of contract, if the certificate(s) submitted by me / us are found to be suppressing facts / false/ forged/ fabricated / fudged or incorrect, it may lead to termination of the contract, along with forfeiture of EMD / SD and Performance Guarantee if submitted, besides any other action provided in the contract 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 2(77) read with Rule 4 of Chapter 1 of the Companies Act 2013 with any of the employee working in MOIL Ltd or Director of MOIL”.

8. “We have read the clause 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 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 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”.

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 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:

29. Annexure - B

FORMAT OF NON-COLLUSIVE TENDERING CERTIFICATE

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

To,

MOIL Limited,

Nagpur.

Dear Sir/ Madam,

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

1. We, (name(s) of the tenderer(s)) of (address (es) of the tenderer(s)) refer to the bid/ offer against (the "Tender").

2. Non-collusion

We represent and warrant that in relation to the Tender:

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

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 awarded. We warrant that we have duly disclosed and will continue to disclose such arrangements to the Plants/ Mines -----, 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 certificate, the Plants/ Mines, MOIL Limited, Place may, at its discretion, invalidate our bid, exclude us in future tenders, pursue damages or other forms of redress from us (including but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred), and /or (in the event that we are awarded the Contract) terminate the Contract.

Signed for and on behalf of the (tenderer)

Signature:

Name:

Position:

Date:

30. ANNEXURE - I

MANUFACTURER AUTHORIZATION: Wherever Selling Agent/Dealer/Distributor authorized by the Manufacturer are submitting the bid, Tender specific Authorization & Undertaking Certificate by Manufacturer on Letter Head of Principal/Manufacturer mentioning the details such as name, designation, address, e-mail ID and Phone No., as per "Annexure-I", must be submitted along with Techno-Commercial bid.

Note: (i) The authorization should be pre- dated (from tender opening date), properly signed and valid. The validity should corresponds to the delivery period stipulated in Tender Enquiry.

(ii) Selling Agent/Dealer/Distributor authorized by the Manufacturer shall submit Manufacturer Authorization as per "Annexure-I", along with Techno-Commercial bid, failing which the offer shall be outrightly rejected.

Authorization & Undertaking Certificate by Manufacturer

(On Letter Head of the Principal / Manufacturer)

To,

Date / /

MOIL Limited,
MOIL Bhavan,
1-A, Katol Road,
Nagpur - 440013.

Sub: GeM Bid No.: _____.

Dear Sir,

WHEREAS we, M/s _____ [Name of Manufacturer] who are established and reputable manufacturers of tendered/offered items having factories at [address(es) of factory(ies)],

Do hereby authorize M/ _____ [Name & Address] our Agent to submit a bid and execute the resultant Contract with you on our behalf against the above Tender.

We, M/s _____ [Name of Manufacturer] also undertake the following:

i) That, as a matter of our corporate policy, we do not directly quote/ market our products directly to any organization in India (except in situations like supplies to OEM /OES/ OPM, supplies of spares and consumables bundled with supply of equipment, supplies to customers not covered by dealer network due to geographical/ logistics constraints).

- ii) That we will accept the responsibility for the satisfactory execution of orders placed on our authorized agent including warranty/ guarantee obligations.
- iii) That, wherever necessary, we will provide requisite inspection and testing facilities at our works in respect of orders placed on our authorized agent.
- iv) Our authorized agent's price will not exceed that which we would have quoted.
- v) We hereby accept to extend our full support and commitment for all the terms and conditions including guarantee and warranty as per the Conditions of Contract, Technical Specifications for the Goods and Services offered for supply by the above bidder on our behalf against this tender for the entire contract period.
- vi) In the event of failure on the part of our authorized agent in fulfillment of contractual obligations for any unforeseen reason, we shall take the responsibility to make alternate arrangements to support MOIL as well as execute the remaining period of the contract ourselves or through another competent Indian Agent/entity fulfilling the eligibility criteria stipulated in the tender document.

(Signature)
(Date)
(Name)
(Designation)
(e-mail ID)
(Contact No.)
(Seal)

Signed for and on behalf of *[Name of Manufacturers]*.

31. Buyer Added Bid Technical Specification (Annexure-C) attached in Buyer uploaded ATC document

17. **Buyer Added Bid Specific ATC**

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

अस्वीकरण/**Disclaimer**

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.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/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.

---धन्यवाद/Thank You---