



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2025/B/6052134
Dated/दिनांक : 13-03-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	02-04-2025 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	02-04-2025 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
क्रैता ईमेल/Buyer Email	khan@moil.nic.in
Total Quantity/कुल मात्रा	4705
Item Category/मद केटेगरी	Industrial Safety Helmet (V2) as per IS 2925 (Q3)
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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
ITC available to buyer/क्रैता के लिए उपलब्ध आईटीसी	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid

Bid Details/बिड विवरण

Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	4 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

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

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

Beneficiary/लाभार्थी :

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

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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Reserved for MSE

Reserved for MSE	Yes
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1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum

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

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

2. 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:

- 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.

Industrial Safety Helmet (V2) As Per IS 2925 (4705 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/कमशः 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

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

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
SPECIFICATION	Product ISI Marked	Yes
GENERIC	Nominal Sizes of Helmet as per Clause 4 of IS 2925 (in mm)	520, 530, 540, 550, 560, 570, 580, 590, 600
COLOUR	Color of Helmet	Red, White, Yellow

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
TEST REPORT	Availability of Test Report from Central Govt/NABL/ILAC accredited lab to prove conformity to specification	Yes, No
	Test Report to be furnished to the buyer on demand	Yes, No

Additional Specification Parameters - Industrial Safety Helmet (V2) As Per IS 2925 (4705 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Technical Specification-1 :	Mining type Safety Helmet Adjustable With Lamp Buckle Clip. IS:2925-1984 complete with COTTON INNER HARNESS, COTTON CHIN STRAP, LAMP BRACKET, CABLE HOLDER, conf. to IS: 2925/1984, with ISI mark, medium size 540 mm to 590 mm of white & coloured with MOIL Logo.
Technical Specification-2 :	ISI Safety Helmet in one piece made of HDPE powder manufactured as per IS 2925: 1984 (with amendments done in the year 1988, 1999, 2000 and 2002) with latest amendments if any of the Bureau of Indian standards and confirming to latest DGMS circular no 3 dated 14.08.2014.
Technical Specification-3 :	The helmet must be completely fitted with adjustable hand band, chin strap, cable grip. Lamp bracket, cradle etc. as per said IS.
GUARANTEE/WARRANTY :	Bidder shall be fully responsible for the manufacturers warranty in respect of proper design, quality & workmanship of the safety helmet for a period of 18 months from the date of receipt and acceptance of the materials at ultimate destination or 12 months from the date of usage, whichever is earlier. In case the items supplied are found to be defective, in-genuine and not as per our specification all such items shall be replaced free of cost immediately.
Colour of Helmet s:	Mining Helmet, Qty- 4705 Nos. i). Red 200 Nos., ii). White 4155 Nos. iii). Yellow 350 Nos.

* 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	4705	50

Special terms and conditions-Version:1 effective from 25-09-2024 for category Industrial Safety Helmet (V2) as per IS 2925

1. Note to Buyers:

The Central Ministries/ Departments and other government buyers, as applicable, shall note that this category is covered under Scheme - I (ISI Mark Scheme) of BIS (Bureau of Indian Standards).

Compulsory use of Standard Mark - Goods or articles shall conform to the corresponding Indian Standard and shall bear the Standard Mark under a license from the Bureau as per Scheme-1 of Schedule-II of the Bureau of Indian Standards (Conformity Assessment) Regulations, 2018:

Buyer shall verify and confirm compliance with the applicable BIS order during the procurement and fulfillment process.

Note to Sellers:

Sellers shall offer and supply products conforming to the corresponding Indian Standard and bear the Standard Mark under a license from the Bureau as per Scheme-1.

Non-compliance shall result in action as per GeM IM policy.

Buyers and sellers may refer to the relevant S.O at <https://www.bis.gov.in/product-certification/products-under-compulsory-certification/scheme-i-mark-scheme/>

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 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**

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

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

5. **Generic**

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

6. **Generic**

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

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

7. **Generic**

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

8. **Scope of Supply**

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

9. **Purchase Preference (Centre)**

Purchase Preference 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.

10. 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.

11. 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:** For all Schedule/Lot within 50 days from the date of receipt of GeM contract.

3. **SAFETY HELMETS:** Mining Helmets Qty. 4705 Nos.

- | | |
|--------------------|------------------|
| i. Red | 200 Nos. |
| ii. White | 4155 Nos. |
| iii. Yellow | 350 Nos. |

4705 Nos.

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. 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 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.

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

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

Provide details of Contact person name, designation, Mobile & e-mail ID for correspondence.

7.1 For Madhya Pradesh State Mines/Plant: The material shall be despatched & invoiced from supplier's invoicing 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.**

7.2 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.**

8. 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".

9. 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 **14 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.

10. 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".

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 6 of the Companies Act 2013 with any of the employee working in MOIL Ltd. or Director of MOIL".

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

12. 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. 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 tenders 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(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/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.**

16. 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”.

17. 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).

18. 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.

19. 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.

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

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

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

22. 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. TReDS (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.

23. Bidders who have not performed satisfactorily in the earlier Tenders/Work Orders OR have violated the terms of NIT, MOIL Ltd. reserves the right to dis-qualify that bidder.

24. 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: _____

25. Buyer Additional Technical specification

1.1	<p>General description: Mining type Safety Helmet Adjustable with Lamp Buckle Clip. IS:2925-1984 complete with COTTON INNER HARNESS, COTTON CHIN STRAP, LAMP BRACKET, CABLE HOLDER, conf. to IS: 2925/1984, with ISI mark, medium size 540 mm to 590 mm of white & coloured with MOIL Logo.</p> <p>Quantity : 4705</p>
1.2	ISI Safety Helmet in one piece made of HDPE powder manufactured as per IS 2925: 1984 (with amendments done in the year 1988, 1999, 2000 and 2002) with latest amendments if any of the Bureau of Indian standards and confirming to latest DGMS circular no 3 dated 14.08.2014.
1.3	The helmet must be completely fitted with adjustable hand band, chin strap, cable grip. Lamp bracket, cradle etc as per said IS.
1.4	The helmet should be approved by BIS for which bidder is required to submit duly self-authenticated and copy of BIS license valid on the date of tender opening.
1.5	The shape, construction, harness, cradle, brim, peak etc shall conform to IS2925:1984 with latest amendments so that it is ensured by the manufacturer that the helmet does not have tendency to fall either in forward direction or in backward direction from user's head during use.
1.6	The ventilation hole should be provided in helmet as per said IS.
1.7	Fluorescent strip should be provided for visibility of the helmet during darkness
1.8	Each helmet is required to be permanently marked with the manufacturer name, model, year and month of manufacture
1.9	Each helmet shall also bear marking of BIS license and relevant BIS number. The bidder must indicate the offered make/brand.
1.10	Each lot is to be supplied with a declaration stating that it is "suitable for use in Mines".
1.11	Every lot of the supplied helmet should contain test reports from the Govt test house/Govt Approved laboratory. At the same time, the manufacturer/supplier shall ensure that whenever standard of testing has changed the helmet has been tested at any Govt./Govt. Approved laboratory and same is supplied with every lot.
1.12	Specification: Tenderer is advised to submit the offer as per specification mentioned in this tender enquiry. Offer with other specification shall be liable to be ignored. Kindly mention the detailed specification on offered item.
1.13	Sample: Agree to provide Advance Sample(s) for buyer's approval before commencement of supply
1.14	GUARANTEE/WARRANTY: Bidder shall be fully responsible for the manufacturers warranty in respect of proper design, quality & workmanship of the safety helmet for a period of 18 months from the date of receipt and acceptance of the materials at ultimate destination or 12 months from the date of usage, whichever is earlier. In case the items supplied are found to be defective, in-genuine and not as per our specification all such items shall be replaced free of cost immediately.
1.15	<p><u>Colour of Helmets:</u></p> <p>Mining Helmet, Qty- 4705 Nos.</p> <p>i. Red 200 Nos.</p> <p>ii. White 4155 Nos.</p> <p>iii. Yellow <u>350 Nos.</u> <u>4705 Nos.</u></p>

1.16	MOIL Logo: We require the Safety Helmet duly 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".
1.17	Pre-Qualifying Condition : Only those bidder shall be treated proven who have supplied the offered make of ISI helmet confirming to ISI marked safety helmet confirming to ISI 2925:1984 (with amendment done in year 1988,1999,2002) of bureau of Indian standards of not less than 30 % cumulative of the tendered quantity within a period not more than five year old on the date of tender opening to mining industry and/or to other industry (Pvt. or Govt - PSU- indigenous or global) against regular supply order. To establish the same, the bidder is required to submit self attested copies of such supply order/orders of ISI marked (IS 2925:1984) safety helmet received from above organization along with an undertaking under affidavit that "the item covered under supply order/ orders, enclosed with their offer have been successfully executed and performed satisfactorily and there is no pending complain from the user/users" or submission of work completion certificate from supplied departments.
1.18	Destination : NOS(K), Kandri Mine ,P.o. Kandri, Tah : Ramtek, Dist. Nagpur- 441401

26. 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 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 6 of the Companies Act 2013 with any of the employee working in MOIL Ltd or Director of MOIL”.

8. “We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land 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:

27. 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:

12. 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.

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

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

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

---Thank You/धन्यवाद---