

**बिड दस्तावेज़ / Bid Document**

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	29-06-2026 11:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	29-06-2026 11:30:00
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
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	ajaykolte@moil.nic.in
कुल मात्रा / Total Quantity	2
वस्तु श्रेणी / Item Category	Undercarriage Assembly of Hydraulic Excavator Tata Hitachi EX1200 of Dongri Buzurg Mine
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Undercarriage Assembly of Hydraulic Excavator Tata Hitachi EX1200 of Dongri Buzurg Mine
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> <li>• Crawler Hydraulic Excavator (V2)</li> </ul>
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

<b>बिड विवरण/Bid Details</b>	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों 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
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
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>30</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	IDBI Bank
ईएमडी राशि/EMD Amount	200000

#### 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).	20

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए 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). 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/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25

#### ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

**This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.**

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 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. 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.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. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

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.

#### Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
10-06-2026 10:00:00	For Technical clarification(s) (if any), you may contact:  Mr. R.S.Atrey, G.M.( Mech) MOIL LIMITED, DONGRI BUZURG MINE PO-DONGRI BUZURG, TH- TUMSAR, Dt- BHANDARA, PIN 441907. MOBILE : +91 9422133257 EMail:-rajiv@moil.nic.in

#### Undercarriage Assembly Of Hydraulic Excavator Tata Hitachi EX1200 Of Dongri Buzurg Mine ( 2 pieces )

(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)

#### तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज /Buyer Specification Document	<a href="#">Download</a>
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#### 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.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Prem Prakash Patel	441907,PO:DONGRI BUZURG,TAH:TUMSAR,1,GOBER WAHI DONGRIBUZURG ROAD, BALAPUR HAMESHA,BHANDARA , MAHARASHTRA,441907	2	120

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

### 1. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

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

Bidder to note the uploaded "Buyer Added Bid Specific Terms and Conditions" & submit their offer accepting the clauses mentioned in Buyer Added Bid Specific Terms and Conditions in their offer.

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### 2. **Buyer Added Bid Specific ATC**

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

### 3. **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.

### 4. **Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

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PLEASE REFER 5.1: INSTRUCTION TO SUPPLIER FOR GENERATING INVOICE MENTIONED IN "BUYER ADDED BID SPECIFIC TERMS AND CONDITIONS"

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### 5. **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.

### 6. **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 %.

### 7. **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](#)

### 8. **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.

**9. Generic**

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

**10. Generic**

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

**11. Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

**12. Purchase Preference (Centre)**

Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017

**13. 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 24% of total value.

**14. 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.

#### 15. **Service & Support**

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

#### 16. **Service & Support**

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

#### 17. **Inspection**

**Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER):** Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

#### 18. **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.

#### 19. **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.

### **अस्वीकरण/Disclaimer**

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly

and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. 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 catalogues 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. 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.**

**This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.**

**However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.**

[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---**

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

1: **The Sellers/Bidders who are not in the category of EMD exemption:**

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

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

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 outrightly rejected. **Bidder should note the due date & time of closing of tender & deposit the EMD well in advance in the designated account.**

**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 outrightly rejected.

**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.**

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

**Format for submitting details of EMD deposited.**

Bid Number: \_\_\_\_\_

**Details required for vendor registration at MOIL Ltd.**

Name of Bidder: \_\_\_\_\_

Bidder PAN No.: \_\_\_\_\_

Bidder location of despatch/invoicing GSTIN No. \_\_\_\_\_

Bidder Bank Account No. with cancelled Cheque. \_\_\_\_\_

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
Schedule 1	Undercarriage Assembly of Hydraulic Excavator Tata Hitachi EX1200			2,00,000.00

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

**Signed:**

**Designation:**

**Corporate Seal :**

2: **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) 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 outrightly rejected.

**C: PSUs:** All Central/State Government 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 outrightly rejected.

3: Security Deposit: Successful bidder will have to deposit Security Deposit @5% of total value of order. Kindly therefore remit Security Deposit @5% of total value of order towards amount of security deposit by way of online payment/ NEFT/RTGS into MOIL Limited, Current Account No. 0041102000038465, IDBI Bank, Civil Lines Branch, Nagpur, IFSC: IBKL0000041 within 15 days from date of notification of award or placement of order.

Supplier has to inform the UTR No. and Purchase Order/Contract No. to the office of CGM (Fin.) & CGM (Mtls.), MOIL LTD., "MOIL BHAWAN", 1A, Katol Road, Nagpur -440013 through letter/e-mail [e-mail-ID of concerned dealing Finance officer (krs@moil.nic.in) & copy to Material officer (ajaykolte@moil.nic.in)] as under:

"Security Deposit Rs.....deposited on dtd..... vide UTR No..... against Purchase Order/Contract No.....".  
**Until the S.D. amount is deposited, invoice shall not be treated as admissible and shall not be processed for payment. All Central/State Government Organization/PSUs are exempted from submission of Security Deposit.**

This is mandatory on part of supplier to remit the Security Deposit & submit details to CGM (Fin.), MOIL LTD., "MOIL BHAWAN", 1A, Katol Road, Nagpur-440013/ on e-mail: krs@moil.nic.in within 15 days from date of notification of award or placement of order.

Security Deposit will be released within 30 days after acceptance of material, successful installation & commissioning (if required) and receipt of Performance Bank Guarantee(s) (if applicable).

4: 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".

5: 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.

5.1: INSTRUCTION TO SUPPLIER FOR GENERATING INVOICE:

**Supplier instruction: Supplier is requested to kindly execute order and upload the invoice(s) alongwith the proof of delivery within the "Delivery To Be Completed By Date", mentioned in the GeM contract.**

Supplier to ensure that all contractual obligation is fulfilled with respect to Security Deposit and Performance Bank Guarantee before generating invoice on GeM. PBG to be uploaded on GeM and SD to be submitted within 15 days of award of contract.

Supplier to ensure that (if possible) they should upload digital e-signed supplier specific invoice/e-invoice on GeM to facilitate payment on priority.

For Dongri Buzurg Mine: The material shall be despatched & invoiced from supplier's invoicing location & invoice should be generated on consignee Mine Manager, MOIL Ltd., Dongri Buzurg Mine, PO-Dongri Buzurg Tah-Tumsar Dist. Bhandara (MS), PIN: 441907 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 DONGRI BUZURG MINE MAHARASHTRA STATE SUPPLY. **(HOLIDAY DAY: MONDAY & AUTHORITY TO BE CONTACTED: MINE MANAGER).**

6: 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).

7: **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. Dept/ Govt. Undertaking, Enterprises/ Customer.

8: **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.

Supplier must furnish/upload the necessary documents for availing of GST Input Tax Credit (ITC) as per GST Law.

8.1: TDS under GST shall be deducted as per the applicable GST Provision

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

10: 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)
- 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](http://www.treds.in)) accordingly.

11: 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.

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: 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.

14: 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".*

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

Mr. R. S. Atrey, G.M.(Mech.)  
MOIL LIMITED, DONGRI BUZURG MINE  
PO-DONGRI BUZURG, TH- TUMSAR,  
Dt- BHANDARA, PIN 441907.  
MOBILE : +91 9422133257  
EMail:-rajiv@moil.nic.in

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

Mr. Ajay Kolte, Dy.G.M(Materials)  
MOIL BHAWAN, 1A, KATOL ROAD,  
NAGPUR-440 013.  
CONTACT NO. 0712-2806289  
MOBILE NO. 09960638248/9112675559  
EMAIL: ajaykolte@moil.nic.in

16: Revised Public Procurement (Preference to Make in India): 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, 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 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.

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 **upload** 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"***

**OR**

However, if any Local Supplier falls in the category of bidders as indicated in the Definitions clauses at cl no: 6, 7, 8, 9 and 10 of Order (F.No.6/18/2019-PPD, Public Procurement no. 1) dt.23-07-2020, should **upload** 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 from such a country and has been registered with Competent Authority (specified in Annexure -I of Order (F.No.6/18/2019-PPD, Public Procurement no. 1) dt. 23-07-2020) and further certify that our firm fulfils all requirements in this regard and is eligible to be considered. The evidence of valid registration by the Competent Authority is uploaded herewith"***

Note.

1. Bidder to choose any one of the above condition which is applicable and **upload** the same in upload link.
2. In case of Indian Agents of the Local Suppliers quoting against the Tender, both the Indian Agent and their Principals should **upload** the above mentioned certificates.

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".*

You are requested to submit declaration / certificate as per following format towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.

**Declaration Format:**

**Declaration of Compliance of Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017**

Before completing this declaration, bidders must study the General Conditions, Definitions, Govt. Directives applicable in respect of Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017& prescribed tender conditions.

<p style="text-align: center;"><b>THE DECLARATION BY THE AUTHORISED SIGNATORY OF THE FIRM/ OEM.</b></p> <p>I, the undersigned,..... (full names), do hereby declare, in my capacity as..... of M/s..... (name of bidder entity), that:</p> <p>1) The facts contained herein are within my own personal knowledge.</p> <p>2) I have read the Order (Public Procurement No.1, 2 &amp; 3) dtd 23 Jul 2020 &amp; 24 Jul 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order</p> <p>3) I certify that M/s..... (name of bidder entity) <b><i>is not from such a country or, is from such a country (strike out whichever is not applicable)</i></b>, has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]</p> <p>4) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s.....(name of bidder entity) is found to false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017</p> <p><b>AUTHORISED SIGNATURE:</b>_____ <b>DATE:</b> _____</p> <p><b>Seal / Stamp of Bidder/OEM:</b></p>
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18: ASSIGNMENT AND SUBLETTING: The Supplier shall not, without the written permission of the Purchaser, sublet or assign a portion or portions of the supplies, erection provided that any such consent shall not relieve the Supplier from any obligation, duty or responsibility under the contract. Provided further, this clause shall not apply to purchase by the Supplier of standard products which have been approved by the Purchaser.

19: The right to alter our requirements or to reject any or all the tenders without assigning any reasons is reserved with company.

20: Format for undertaking to be submitted/uploaded by bidder along with the tender documents:

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

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

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

SEAL AND SIGNATURE OF THE BIDDER

Place:  
Date:

20.1: Format for undertaking to be submitted/uploaded by bidder along with the tender documents:

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

- A) 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"*.
- B) "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".
- C) Bidder financial standing undertaking: We certify that *"we are not under liquidation, court receivership or similar proceedings, not bankrupt to this effect with bid"*.
- D) 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"*.

SEAL AND SIGNATURE OF THE BIDDER

Place:  
Date:

21: **FORMAT FOR NON-COLLUSIVE TENDERING CERTIFICATE TO BE SUBMITTED/UPLOADED BY BIDDER ALONG WITH THE TENDER DOCUMENTS**

**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 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:

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

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

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

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

We understand that in the event of any breach or non-compliance with any warranties or undertakings in this certificate, the Plants/ Mines, MOIL Limited, Place may, at its discretion, invalidate our bid, exclude us in future tenders, pursue damages or other forms of redress from us (including but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred), and /or (in the event that we are awarded the Contract) terminate the Contract.

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

**Note:**

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

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

22: Detailed technical literature/leaflets/brochure should be submitted along with the tender containing complete specification. Drawings wherever necessary be also submitted.

23: Pre-Despatch Inspection: Kindly inform (In writing) to us regarding readiness of the ordered material atleast 15 days in advance to carry out Pre-despatch inspection by our Authorised representative. Supplier to Mandatory mention following details on e-mail ID: ajaykolte@moil.nic.in while informing the readiness of the ordered material:

- Please mention the details address of location for PDI.
- Contact Person Name, Mobile & Email ID at location of PDI.
- Mention the exact date for carrying out PDI.

24: It is mandatory on part of supplier to submit the Performance Bank Guarantee@5% of total value of order for period of **20 Months** as mentioned in bid document.

Advisory Bank Details:

- Advisory Bank: IDBI Bank
- Name of the Advisory Bank & Branch: IDBI Bank, Gupta House, Ravindranath Tagore Road, Civil Lines Nagpur-440001
- Advisory Bank IFSC 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 Head of Department - Finance, MOIL Limited, "MOIL BHAVAN", 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.

25: In the event of placement order it shall be essential for successful tenderer to submit all relevant document required i.e. test certificate issued by the manufacturer, Valid copy of BIS (if required), Guarantee/warranty Certificate etc along with the supply.

26: TECHNICAL REQUIREMENTS: The items shall be of the best quality and workmanship and comply with the Contract in all respects and shall be to the technical & commercial satisfaction of the Purchaser/Representative as per ordered terms and condition. The tenderer shall be deemed to have fully examined and to have the knowledge of the general and special technical requirements of the items for which he has submitted his tender. The tenderer, if he so desires, shall seek clarification from the Purchaser/ Representative on any aspects of the technical requirements, before submission of the tender, and ignorance of any aspects of the technical requirements, before submission of the tender, shall not absolve the Supplier of his responsibility.

27: 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.**

<b>ANNEXURE- I</b> <b><u>Authorization &amp; Undertaking Certificate by Manufacturer</u></b> (On Letter Head of the Principal / Manufacturer)	
To, MOIL Limited MOIL Bhavan, 1-A, Katol Road, Nagpur – 440013.	Date:     /     /
<b>Sub: GeM Bid No.:</b> _____	
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/s _____ [Name & Address] our Agent to submit a bid and execute the resultant Contract with you on our behalf against the above Tender.	
<b>We, M/s _____ [name of manufacturer] also undertake the following:</b>	
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].	

28: Conditional discount offered (if any) & conditional offer (if any) shall not be accepted.

29: BANNING OF BUSINESS: In case the bidder supplier defaults any terms & condition of this bid, MOIL reserves right to take action as deem fit including banning the business as per Purchase & Contract Manual of MOIL. This action shall be in addition to the action taken by GeM as per their incident Management Policy.

In case of default, bad performance, fraud, deception and misconduct, etc. by any supplier/contractor/vendor, action may be taken as the instructions issued by MOIL from time to time w.r.t. "Guidelines on Banning of Business Dealings" as per Purchase & Contract Manual of MOIL.

30: RISK PURCHASE: In the event of placement of order if the successful tenderer fails to execute the same to the satisfaction of the Company within the stipulated time, the Company shall arrange procurement of items at supplier's /tenderer's risk and cost.

31: Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document.

32: WITHDRAWAL OF TENDER: After submission of tender if it is withdrawn before expiry of validity period, the company can take any one or more of following action(s) without notice:

1. Forfeiture of Earnest money deposit
2. Lodging complaint with MSME/NSIC or any other Government Departments.
3. Action as per Banning of Business Dealing Guidelines

33: The right to alter our requirements or to reject any or all the tenders without assigning any reasons is reserved with company.

34: Original Bill/Invoice in triplicate to be submitted to the HoD (Finance), MOIL Limited "MOIL Bhawan" 1-A, Katol Road, Nagpur-440 013, along with other necessary transit documents. Copy of bill/Invoice be also sent directly to the consignee. While submitting Bill/Invoice please ensure that Sl. Item No. of our purchase order is to be mentioned against each item. Relevant Purchase Order No. & date should be mentioned essentially failing which process of releasing payment is likely to be delayed for correspondence. etc. for which supplier shall be responsible.

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

36: Payment term: 80% payment within 30 days on receipt & acceptance of materials at site & issue of consignee receipt-cum-acceptance certificate, submission of bills & receipt of PBG as per bid document and balance 20% after satisfactory commissioning and presentation of successful commissioning certificate, signed by the consignee.

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

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

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

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

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

Name of Independent External Monitor:

1: Shri Rakesh Anand, (Mobile No. 9969563601, E-mail: ansem\_2000@yahoo.com)

2: Shri Nand Kumar Mishra, (Mobile No.6391771144, E-mail:- lambodhar2021@gmail.com / adidev2024@gmail.com)

38: 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

39: 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

Vendor Registration Format

Bidder are required to submit the required document along with vendor registration format as under:

Vendor Name	
Registered Communication Address	
City	
Pin Code	
State /Region	
Mobile No.	
GST Number	
E-Mail Address	
PAN	
IFSC Code	
Bank account No.	
Bank Name & Address	

(Signature)

(Name)

(Designation)

(e-mail ID)

(Contact No.)

(Seal)

Signed for and on behalf of [Name of Bidder].

## FORMAT FOR PRE CONTRACT INTEGRITY PACT

### General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made **on day of bid submission**, between on one hand, MOIL Limited (hereinafter called the “BUYER / Principal”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part **and Undersigned who is authorized to sign the bid** (hereinafter called the “BIDDER/Seller/Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure the tendered Stores/Equipment/Items/Goods and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Central Public Sector Unit.

The Pact essentially envisages an agreement between the prospective bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

#### **Section 1 – Commitments of the Principal:**

- i. Not to seek or accept any benefit, which is not legally available;
- ii. Principal to treat all bidders with equity and reason;

#### **Section 2 - Commitments of the Bidder(s)/ Contractor(s):**

- i. Not to offer any benefit to the employees of the Principal not available legally;
- ii. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts, etc.
- iii. Bidders not to pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act;
- iv. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates;
- v. Bidders to disclose the payments to be made by them to agents / brokers or any other intermediary;

- vi. Bidders to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression(s) is/are to be reported by the bidders shall be the last three years to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

- 1) Any violation of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the existing provisions of GFR, 2017, PC Act, 1988 and other Financial Rules/Guidelines etc. as may be applicable to the organization concerned.
- 2) If the Bidder, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.
- 3) If the Bidder/Contractor/Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder / Contractor / Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case. In particular, the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- 4) A transgression is considered to have occurred if the Principal, after due consideration of available facts and evidences within his / her knowledge concludes that there is a reasonable ground to suspect violation of any commitment listed under Section 2 i.e. "Commitments of Bidder(s) /Contractor(s).
- 5) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- 6) If the Bidder / Contractor / Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely."

#### **Section 4 - Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value of the amount equivalent to Performance Bank Guarantee.

#### **Section 5 - Previous transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

#### **Section 6 - Equal treatment in case of Joint venture / Subcontractors**

- (1) In case of Joint venture, all the partners of the joint venture should sign the integrity pact.
- (2) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (3) It is to be ensured that all subcontractors also sign the IP. The IP will be a tripartite arrangement to be signed by the organization, the contractors and the subcontractors.

#### **Section 7 - Independent External Monitor**

- 1) IP would be implemented through a panel of 2 (two) Independent External Monitors appointed by MOIL Limited as per the nomination received from CVC from the IEMs panel maintained by it. The IEM would review independently and objectively, whether and to what extent parties have complied with their obligations under the Pact on receipt of any complaint by them from the bidder(s).
- 2) The IEMs shall examine all the representations/grievances/complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and binding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/specifications etc.
- 3) For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter would be examined by both IEMs jointly, who would look into the records, conduct an examination, and submit their

joint recommendations to the Management. In case the both IEMs are not available due to some unavoidable reasons, the available IEM will conduct examination of the complaints. Consent of other IEM(s), who may not be available, shall be taken on record.

- 4) The role of IEM is advisory and the advice of IEM is non-binding on the organization.
- 5) The IEMs would be provided access to all documents/records pertaining to the tender for which a complaint or issue is raised before them, as and when warranted.
- 6) In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.

In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms & conditions of the contract.

- 7) The IEMs would also be required to sign a declaration of absence of conflict of interest. A person acting as an IEM shall not be debarred from taking up other assignments such as consultancy with other organizations or agencies subject to his declaring that his / her additional assignment does not involve any conflict of interest with existing assignment, and it is not a full time assignment. In case of any conflict of interest arising at a later date from an entity wherein he is or has been a consultant, the IEM should inform CMD/MOIL and recuse himself/herself from that case,

### **Section 8 - Pact Duration**

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CMD, MOIL Limited.

### **Section 9 - Other provisions**

- i. Integrity Pact is Pact of the contract and both bidder and the principal and bound by its provisions
- ii. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
- iii. 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.

**Section 10- Facilitation of Investigation**

The IEMs would be provided access to all documents/records pertaining to the tender for which a complaint or issue is raised before them, as and when warranted.

**Section 11- Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

**Section 12 - Other Legal Actions.**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

(For & On behalf of Bidder/Contractor)

For the BUYER



Name of the Officer A.V. Kolte

Designation DAM (Materials)

MOIL Limited

Witness: Shende

Name Rajesh F. Shende

Designation Store Assit - cum - Typist

MOIL Limited

For the BIDDER

Name of the Officer \_\_\_\_\_

Designation \_\_\_\_\_

Name of the Company \_\_\_\_\_

Witness:

Name \_\_\_\_\_

Designation \_\_\_\_\_

Name of the Company \_\_\_\_\_