

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	19-05-2025 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	19-05-2025 11:30:00
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
क्रेता ईमेल/Buyer Email	ajaykolte@moil.nic.in
Total Quantity/कुल मात्रा	3
Item Category/मद केटेगरी	Truck with Water Tanker (Q1)
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	Experience Criteria,Bidder Turnover,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/क्रेता 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	3 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

Required/आवश्यकता	No
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MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. [OM No.1_4_2021_PPD_dated_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are

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

3. 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)

Pre-Bid Date and Time	Pre-Bid Venue
14-05-2025 11:00:00	For Technical clarification(s) (if any), you may contact : Mr. R.S.Atrey, Jt.G.M.(Mech) MOIL LIMITED, DONGRI BUZURG MINE PO-DONGRI BUZURG, TH- TUMSAR, Dt- BHANDARA,PIN 441907. MOBILE:- +919422133257 EMail:-rajiv@moil.nic.in

Truck With Water Tanker (3 pieces)

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

Technical Specifications/तकनीकी विशिष्टियाँ

* 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
Generic Parameters	Vehicle Category	N2 (GVW >3.5<=12 tonnes)
	Maximum Gross Vehicle Weight (Kerb weight + Payload)	10250.0 - 20000.0 Or higher (kilogram)
	Type of Chassis	Chassis with Built up Cabin

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Type of Fuel	Diesel
	Pump Availability	Water Tanker with Pump, Water Tanker without Pump
	Axle Configuration	4 X 2
Engine and Transmission	Maximum Engine Output / Power (kW) at rated RPM	90.0 - 250.0 Or higher (kiloWatt)
	Vehicle Emission Compliance	BS VI
	Vehicle Air Intake System	Turbocharged Intercooled Or higher
	Vehicle Transmission System	Manual
Vehicle Parameters	Fitted with Anti-lock Braking System (ABS)	No, Yes
Accessories/Features	Air Conditioning in Driver Cabin	No
	Mandatory Requirements	Standard Spare Wheel/Tyre, Tool Kit, Side view mirror, Suitable Fire Extinguisher, Front Bumper Hook
Water Tank Parameters	Water Tanker Capacity (Litres)	6000.0 (liter)
	Shape of water tank	Elliptical
	Suitably treated with relevant surface treatment / anti-corrosion treatment and paint to ensuring the potability of water as per applicable standard	Yes
	Ladder	Yes
Warranty	Vehicle Warranty Time (Years)	1, 2, 3, 4, 5 Or higher (year)
Certification Parameters	Certification Type	Complete Vehicle Certification with tanker

Additional Specification Parameters - Truck With Water Tanker (3 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
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Specification Parameter Name	Bid Requirement (Allowed Values)
1) PRE-QUALIFICATION CRITERIA:	The equipment offered by the bidder shall be considered proven provided minimum 1 No. of quantity quoted model or similar equipment, must have been supplied by the bidder in India to the mining industry and/or to the other industries (Private or Govt./ Public Sector Undertaking) within 5 years of the date of opening of the tender and performed satisfactorily for a minimum period of ONE year from the date of commissioning.
1.1) PRE-QUALIFICATION CRITERIA:	The performance of only those equipment would be considered for assessing provenness which have been commissioned at least ONE year prior to the date of opening of the tender but not prior to FIVE years from the date of opening of tender.
2) ELIGIBILITY CRITERIA:	The bidder should be an Manufacturer or their authorised dealer. Bidder should upload registration certificate for Manufacturer and tender specific authorization certificate for authorized dealer obtained from their Manufacturer.

* 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	Bipra Prasad Das	441907,PO:SITASAONGI, TAH:TUMSAR, 1,TUMSAR KATANGI ROAD,SITASAONGI,DIST:BHANDARA,MAHARASHTRA,441907	1	120
2	Anand Udhaorao Bagde	481449,PO:TIRODI, TAH:TIRODI,DISTT:BALAGHAT, 481449	1	120
3	Ajay Badole	481105,UKWA MINE,BAIHAR ROAD, PO:UKWA,TAH:PARASWADA, DIST:BALAGHAT, MADHYA PRADESH	1	120

Special terms and conditions-Version:3 effective from 21-11-2024 for category Truck with Water Tanker

1. SPECIAL TERMS & CONDITIONS FOR AUTOMOBILES

The following Special Terms and Conditions (STC) will be applicable for the below categories of Automobile

for enlisting of products in GeM market and procurement through GeM. The STC conditions mentioned herein would supersede the General Terms and Conditions (GTC) for these categories of Automobile.

A. Automobile Categories

1. Standard Ambulances
2. Buses
3. Automotive Chassis Fitted with Engine
4. Built Up Trucks
5. Troop Carrier Police Vehicles
6. Truck with Water Tanker
7. Passenger Car
8. Utility Vehicle
9. Two Wheeler - Motorcycle, Scooter and Moped

B. Special Terms and Conditions

1. Only manufacturers of vehicles are allowed to upload their vehicle models in the above categories.
2. Manufacturers must give/ensure below mentioned minimum discount percentage on the prevailing MRP across all locations while enlisting their products on GeM:

Sl. No	Automobile Category	Minimum Discount Percentage
1	Standard Ambulances	12%
2	Buses	20%
3	Automotive Chassis Fitted with Engine	15%
4	Built Up Trucks	15%
5	Troop Carrier Police Vehicles	15%
6	Truck with Water Tanker	15%
7	Passenger Car	12%
8	Utility Vehicle	12%
9	Two Wheeler - Motorcycle, Scooter and Moped	12%

The seller may also offer an additional slab discount for a higher quantity.

3. Presently, the portal does not provide for uploading of the same catalogue with different MRP for different locations. Therefore, net prices inclusive of discounts shall be indicated by manufacturers

while offering their products on GeM.

4. Freight Charges:

- i. The net price in the Marketplace (as mentioned in clause 3 above) may or may not be inclusive of freight charges in these categories. In case the seller desires to quote freight charges extra on per km basis, the same shall be indicated in the catalogue. The freight charge would indicate charges for inland transportation only.
- ii. In the scenario where the freight charges are quoted separately by the seller in the catalogue, additional fund is required to be blocked by the buyer on the GeM portal at the time of placement of contract to cover the fund requirement for freight charges on approximate basis. However, the payment of freight charges to the seller would be as per actuals. The seller can decline the order in case the freight charge blocked by buyer for budget purpose is less than applicable and incident for this denial of order will not be raised by the buyer against seller and will not be entertained by GeM.
- iii. After supply of vehicles, the seller while submitting the invoice will indicate the freight amount at actuals subject to upper ceiling of the funds blocked for budget purpose by the buyer.
- iv. In the scenario where the freight charges are quoted as zero by the seller in the catalogue and price on the portal are inclusive of freight charges, no additional fund for freight charge is required to be blocked by the buyer. Accordingly, buyer may select 0% on GeM portal as the additional funds for freight to be blocked over and above the total price on GeM portal.

- 5. Tax Collected at Source (TCS):** In accordance with Section 206C(1F) of The Income Tax Act, for sale of a motor vehicle of the value exceeding INR 10 lakh, the seller shall collect from the buyer, a sum equal to one percent of the sale consideration (in case TCS is applicable to the buyer organization). The tax will be collected at the time of receipt of the payment from the buyer. Seller shall furnish to the buyer, a certificate to the effect that tax has been collected, specifying the sum collected, the rate at which tax has been collected and other necessary particulars. Accordingly, the buyer (where TCS is applicable) shall make the necessary provision for additional funds during purchase of vehicles to cover for TCS payment as per aforesaid provision.
6. For procurement through Direct Purchase, Delivery Period shall be 90 days. Delivery period for Built-up Vehicles like Standard Ambulances, Troop Carriers Police Vehicles, Truck with Water Tanker, Buses, and Built-up Trucks shall be 120 days considering extra time involved in fabrication.
7. OEMs shall ensure that the prices offered on GeM by them for a particular model is the lowest and no supply shall be made outside GeM to any Buyer, Government or Private, at a price lower or equal to that of GeM. In case of violation of this, GeM administration will review for removal of the model from GeM including other action as stipulated in General Terms and Conditions of GeM.
8. Under Rule 149 of the General Financial Rules (Amendment dated 10.07.2024), Direct Purchase is permitted without any financial ceiling for Automobiles. Accordingly, procurement can be done without any ceiling for vehicles under above Automobile categories from available sellers on GeM, meeting the requisite quality, specification and delivery period. The buyer may, at their discretion, choose to initiate bidding process for these categories. In the event of bidding the below shall be applicable:
- i. The buyer shall refer to the DOE OM dated 27.09.2024 regarding the exemption for OEMs of vehicles from submitting Earnest Money Deposit (EMD) and Performance Security (PS).
 - ii. Freight charges shall not be paid as additional amount in case the procurement is done through bidding process since price offered in bidding is on free delivery consignee place basis.
 - iii. As mentioned in clause 6 above, the TCS charges (1% of the sale consideration) shall be paid by buyer separately over and above the contract value. Hence, sellers are advised not to include TCS charges while offering the price during bid participation.
9. The vehicle for Defence Buyer will be quoted separately with suffix "Defence" against each model. No Buyer other than Defence Buyer will select vehicle with suffix "Defence". In case Buyer does so, the responsibility for non-supply of vehicle rests with the Buyer. Seller can decline the order in this scenario and incident for this denial of order will not be raised by the buyer and will not be entertained by GeM.
10. No Government Buyer (Central/State/PSU/Autonomous body/Academic Institute/Local Bodies etc.) shall place any order at GeM prices outside GeM. Buyers shall note that prices on GeM are only applicable if the procurement is made through GeM portal. Using GeM prices for procurement

outside GeM portal is strictly prohibited. Such action will violate the basic principles of transparency and accountability enshrined in GeM.

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

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

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

1: 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".

2: 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.

2.1: INSTRUCTION TO SUPPLIER FOR GENERATING INVOICE:

Supplier to ensure that all contractual obligation is fulfilled on 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 Chikla Mine: The material shall be despatched & invoiced from supplier's invoicing location & invoice should be generated on consignee Mine Manager, MOIL Ltd., Chikla Mine, PO.Chikla, Tah-Tumsar, Distt-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 CHIKLA MINE MAHARASHTRA STATE SUPPLY.

For Tirodi Mine: The material shall be despatched & invoiced from supplier's invoicing location & invoice should be generated on consignee Mine Manager, MOIL Ltd., Tirodi Mine, PO-Tirodi, Tah.-Katangi, Distt. Balaghat (MP),PIN: 481449 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 TIRODI MINE MADHYA PRADESH STATE SUPPLY

For Ukwa Mine: The material shall be despatched & invoiced from supplier's invoicing location & invoice should be generated on consignee Mine Manager, MOIL Ltd., Ukwa Mine, PO-Ukwa, Tah-Baihar, Distt.Balaghat (MP),PIN: 481105 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 UKWA MINE MADHYA PRADESH STATE SUPPLY

SN	Description of Item/Category	QTY	Address of Consignee & GSTIN	NEAREST RLY. STATION / CONNECTING ROAD.	OFF DAY/ AUTHORITY TO BE CONTACTED
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1	Truck With Water Tanker	1	Mine Manager, MOIL Ltd., CHIKLA MINE PO.Chikla, Tah-Tumsar Distt-Bhandara (MS),PIN: 441 907. GSTN: 27AAACM8952A1ZL	Goberwahi Rly. Station Via Tumsar Road, Junction, S.E. Rly Connecting Road : Nagpur Via Bhandara, Tumsar-Goberwahi, Tumsar to Goberwahi 20 Kms. Goberwahi to Chikla Mine 1.5-2 Kms. Chikla Mine approx 116 Kms. from Nagpur.	Friday Mine Manager
		1	Mine Manager, MOIL Ltd., TIRODI MINE PO-Tirodi, Tah.-Katangi, Distt. Balaghat (MP), PIN: 481449. GSTN: 23AAACM8952A1ZT	Tirodi Rly. Station. Via Tumsar Rd. Junction, Howrah-Nagpur Main Lines, S.E.C. Rly Connecting Road: 1) Jabalpur to Seoni (N.H.7) then to Katangi & from there to Tirodi Mine via Katedhara (approx. 180 km) 2) Nagpur via Bhandara, Tumsar Goberwahi-Katedhara-Tirodi Mine (approx, 150 kms. from Nagpur)	Monday Mine Manager
		1	Mine Manager, MOIL Ltd., UKWA MINE PO-Ukwa, Tah-Baihar, Distt.Balaghat (MP),PIN: 481105 GSTN: 23AAACM8952A1ZT	Balaghat Rly. Station Via. Gondia Junction Howrah-Nagpur Main Lines,S.E.C.Rly. Connecting Road; Balaghat-Baihar 44 kms. from Balaghat Town 259 Km. from Nagpur via Gondia.Balaghat	Friday Mine Manager

3: 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).

4: **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.

5: **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.

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

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

7: 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.

8: 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.

9: 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".

10: 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.

11: 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"*.

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

Mr. R.S.Atrey, Jt.G.M.(Mech)

MOIL LIMITED, DONGRI BUZURG MINE

PO-DONGRI BUZURG, TH- TUMSAR,

Dt- BHANDARA,PIN 441907.

MOBILE:- +919422133257

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

13: 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.

14: 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.

THE DECLARATION BY THE AUTHORISED SIGNATORY OF THE FIRM.

I, the undersigned,..... (full names),

do hereby declare, in my capacity as

of M/s..... (name of bidder entity), that:

1) The facts contained herein are within my own personal knowledge.

2) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 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

3) I certify that M/s..... (name of bidder entity) **is not from such a country or, is from such a country (strike out whichever is not applicable)**, 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]

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 be 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

AUTHORISED SIGNATURE: _____ **DATE:** _____

Seal / Stamp of Bidder:

15: 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 purchases by the Supplier of standard products which have been approved by the Purchaser.

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

17: Format for undertaking to be submitted/uploaded by bidder along with the tender documents (Refer Annexure-A).

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 foras 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 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 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".*
9. Bidder financial standing undertaking: We certify that *"we are not under liquidation, court receivership or similar proceedings, not bankrupt to this effect with bid".*
10. 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:

18: 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:

- (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.

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.

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

20: 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 regarding 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.

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

22: 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 order 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.

23: 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.

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: ansem2000@yahoo.com)

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

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

25: 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.

2. Buyer Added Bid Specific ATC

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

3. **Generic**

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

.
. .
. .
. .
. .
. .

PLEASE REFER 2.1: INSTRUCTION TO SUPPLIER FOR GENERATING INVOICE MENTIONED IN "BUYER ADDED BID SPECIFIC TERMS AND CONDITIONS"

4. **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.

5. **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 %.

6. **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.

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**

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

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) : Only supply 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 25% 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.

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

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

All GeM Sellers / Service Providers 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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---