



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2025/B/5911881 Dated/दिनांक : 05-02-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	26-02-2025 13:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	26-02-2025 13:30:00	
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	rsd@moil.nic.in	
Total Quantity/कुल मात्रा	7300	
ltem Category/मद केटेगरी	LOT NO. 1 Dia. : 19mm Galvanised, Full Locked Coil, Man Winding Steel Wire Rope , LOT NO. 2 Dia. : 32mm Galvanised, Preformed, Man Winding Steel Wire Rope , LOT NO. 3 Dia. : 29mm Galvanised, Full Locked Coil, Man Winding Steel Wire Rope , LOT NO. 4 Dia. : 25 mm Galvanised, Full Locked Coil, Man Winding Steel Wire Rope , LOT NO. 5 Dia. : 36mm Galvanised, Full Locked Coil, Man Winding Steel Wire Rope , LOT NO. 6 Dia. : 32mm Galvanised, Full Locked Coil, Man Winding Steel Wire Rope	
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	LOT NO. 6 Dia.: 32mm Galvanised, Full Locked Coil, Man Winding Steel Wire Rope	
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	Steel Wire Rope Sling (BHEL)	
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	

Bid Details/बिड विवरण		
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/		
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes	
RA Qualification Rule	H1-Highest Priced Bid Elimination	
ITC available to buyerक्रेता के लिए उपलब्ध आईटीसी	Yes	
Type of Bid/बिंड का प्रकार	Two Packet Bid	
Primary product category	LOT NO. 1 Dia. : 19mm Galvanised, Full Locked Coil, Man Winding Steel Wire Rope	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days	
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No	
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/	
Arbitration Clause	No	
Mediation Clause	No	

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	IDBI Bank
Schedule 1 EMD Amount/ईएमडी राशि (In INR)	9540
Schedule 2 EMD Amount/ईएमडी राशि (In INR)	10320
Schedule 3 EMD Amount/ईएमडी राशि (In INR)	26760
Schedule 4 EMD Amount/ईएमडी राशि (In INR)	13220
Schedule 5 EMD Amount/ईएमडी राशि (In INR)	106960
Schedule 6 EMD Amount/ईएमडी राशि (In INR)	33200

ePBG Detail/ईपीबीजी विवरण

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

- (a). EMD 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,/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।
- (b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.
- (c). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी:

GM (MATERIALS)

MATERIALS DEPARTMENT MOIL BHAWAN, 1A, KATOL ROAD, NAGPUR - 440 013, MOIL Limited, Ministry of Steel (Moil Limited)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes	
ाना । वाटाविडट । ।टाटाटाटाटट/२०।उ॥३ऽ॥३ खराव वरावर॥	163	

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Pui	chase Preference/एमएसई खरीद वरीयता	Yes

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

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

- 3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
- 4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
 - i. If number of technically qualified bidders are only 2 or 3.
 - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
 - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
 - iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
 - v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	
Schedule 1	Lot No. 1 Dia. : 19mm Galvanised, Full Locked Coil, Man Winding Steel Wire Rope	850
Schedule 2	dule 2 Lot No. 2 Dia. : 32mm Galvanised, Preformed, Man Winding Steel Wire Rope 12	
Schedule 3	dule 3 Lot No. 3 Dia. : 29mm Galvanised, Full Locked Coil, Man Winding Steel Wire P50	
Schedule 4	Lot No. 4 Dia. : 25 Mm Galvanised, Full Locked Coil, Man Winding Steel Wire Rope	600
Schedule 5 Lot No. 5 Dia. : 36mm Galvanised, Full Locked Coil, Man Winding Steel Wire Rope		2800
Schedule 6	Lot No. 6 Dia. : 32mm Galvanised, Full Locked Coil, Man Winding Steel Wire Rope	900

LOT NO. 1 Dia. : 19mm Galvanised, Full Locked Coil, Man Winding Steel Wire Rope (850 meter)

(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

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<u>Download</u>
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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	Nitin Surendra Ghodeswar	441401,PO:KANDRI,TAH:RAMTE K,DIST:NAGPUR,MAHARASHTRA ,441401		210

LOT NO. 2 Dia. : 32mm Galvanised, Preformed, Man Winding Steel Wire Rope (1200 meter)

(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

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	Saurabh Singh	481102,POST BHARWELI TAH AND DIST BALAGHAT	1200	210

LOT NO. 3 Dia. : 29mm Galvanised, Full Locked Coil, Man Winding Steel Wire Rope (950 meter)

(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

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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	Nitin Surendra Ghodeswar	441401,PO:KANDRI,TAH:RAMTE K,DIST:NAGPUR,MAHARASHTRA ,441401		210

LOT NO. 4 Dia. : 25 Mm Galvanised, Full Locked Coil, Man Winding Steel Wire Rope (600 meter)

(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

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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		Nitin Surendra Ghodeswar	441401,PO:KANDRI,TAH:RAMTE K,DIST:NAGPUR,MAHARASHTRA ,441401	l	210

LOT NO. 5 Dia. : 36mm Galvanised, Full Locked Coil, Man Winding Steel Wire Rope (2800 meter)

(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

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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	Saurabh Singh	481102,POST BHARWELI TAH AND DIST BALAGHAT	2800	210

LOT NO. 6 Dia. : 32mm Galvanised, Full Locked Coil, Man Winding Steel Wire Rope (900 meter)

(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

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Document/क्रता विशिष्ट दस्तविज	

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:BHAND ARA,MAHARASHTRA,441907	900	210

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 % 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 (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Generic

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

3. Generic

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

4. Generic

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

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

5. Generic

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

6. Generic

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

7. Generic

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

8. Generic

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

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

9. 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.

10. Scope of Supply

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

11. 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.

12. 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.

13. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

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

- 1. <u>DELIVERY SCHEDULE</u>: Within 210 Days.
- **2. FIRM PRICE:** Prices quoted/bidded shall remain FIRM till supply is completed satisfactorily in al I respects. Pricevariation clause will not be accepted.

3.MANUFACTURER AUTHORIZATION: Wherever Authorised Distributors/Service Providers/Trad ers are submitting the bid, tender specific Authorisation Form (mentioning the Bid number)/Certific ate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and P hone No. required to be furnished along with the bid.

4. The Sellers/Bidders who are not in the category of EMD exemption:

<u>Step-I:</u> The intending bidders should submit Earnest Money of <u>Rs.2,00,000/-</u>mentioned in bid do cuments 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 design ated 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 tim e of online transfer. Bidder has to upload scanned copy/proof of the Online Payment Transfer alon g with bid. Bidders are requested to upload the EMD details in format mentioned below. EMD shoul d be deposited in one go and exact amount should be reflected in our bank statement on or before the opening date & time of tender, failing which the offer shall be rejected outrightly.

Step-II: After remittance of Earnest Money as above, UTR No./Reference No. in case of IDBI Bank should be submitted by participating bidder in their offer on GeM Portal. The receipt of EMD shall be verified by MOIL Ltd., against details of the UTR No. /Reference No. in case of IDBI Bank and off ers of those participating bidders whose receipt of EMD is confirmed by Finance Department, MOI L 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 off er shall be rejected outrightly.

Earnest Money by way of Demand Draft, cheque, bank guarantee, deposit receipt or an y other form will not be entertained i.e. No other mode of payment of EMD shall be acc epted.

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

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

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Format of EMD deposited.

Bid Number:	
Name of Bidder:	_
Bidder PAN No.:	_
Bidder GSTIN No	_
Bidder Bank Account No	
Bidder Bank IFSC Code:	_
Authorised person Name:	
Mobile no.& e-mail ID of Authorised person:	

Schedule	Description of Item/Category	Correct UTR No. /Referen ce No	Date	Amount
1	LOT NO. 1 Dia.: 19mm Galvanised, Full Lock ed Coil, Man Winding Steel Wire Rope			Rs.9,540/-
2	LOT NO. 2 Dia.: 32mm Galvanised, Preforme d, Man Winding Steel Wire Rope			Rs.10,320/-
3	LOT NO. 3 Dia.: 29mm Galvanised, Full Lock ed Coil, Man Winding Steel Wire Rope			Rs.26,760/-
4	LOT NO. 4 Dia.: 25 mm Galvanised, Full Lock ed Coil, Man Winding Steel Wire Rope			Rs.13,220/-
5	LOT NO. 5 Dia.: 36mm Galvanised, Full Lock ed Coil, Man Winding Steel Wire Rope			Rs.1,06,960 /-
6	LOT NO. 6 Dia.: 32mm Galvanised, Full Lock ed Coil, Man Winding Steel Wire Rope			Rs.33,200/-

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Enclosed : Payment Receipt towards above UTR No. /Reference No.
Signed: Designation: Corporate Seal:
5. For EMD Exemption bidder(s):
The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid [May refer Point No.4(xiii),(n) of GTC (General Terms & Cond itions) 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/s ummarily 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 GeMPortal& uploading the same on GeM port al is mandatory, failing which the offer shall be rejected outrightly.
C: PSUs: State/Central Govt. Organization/PSUs are exempted from submission of EMD/SD. Howe ver, they should mandatorily mention the document type in their offer on GeM p ortal for getting exemption and Upload the relevant document with their offer on GeM portal, failing which the offer shall be rejected outrightly.
6. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consigne e only. Please provide details of Contact person name, designation, Mobile & e-mail ID for corresp ondence.
6.1 For Madhya Pradesh State Mines/Plant: The material shall be despatched & invoiced from supp lier's invoicing location & invoice should be generated on consignee as per bid document i.e.IN THE TAX INVOICE TO BE ISSUED BY THE SUPPLIER, SHIP TO PARTY & BILLED TO PARTY WILL BE: CONSIGNEE AS PER BID DOCUMENT WITH GSTN: 23AAACM8952A1ZT FOR MADHYA PRADESH STATE SUPPLY.
6.2 For Maharashtra State Mines/Plant: The material shall be despatched & invoiced from supplier'

s invoicing location & invoice should be generated on consignee as per bid document i.e. IN THE TAX INVOICE TO BE ISSUED BY THE SUPPLIER, SHIP TO PARTY & BILLED TO PARTY WILL BE: CONSIGNEE AS PER BID DOCUMENT WITH GSTN: 27AAACM8952A1ZL FOR MAHARAS

HTRA STATE SUPPLY.

7. <u>PERFORMANCE BANK GUARANTEE (in the lieu of Security Deposit)</u>: It is mandatory on part of supplier to submit the Performance Bank Guarantee (in the lieu of Security Deposit) @5% of total value of order for period of 14 Months as mentioned in bid document.

- Bank Details : MOIL Limited, Nagpur
- Name of the Bank & Branch: IDBI Bank, Gupta House, Ravindranath Tagore Road, Civil Lines Nag pur-440001
- IFS Code: IBKL0000389
- Current Account No. 041102000018027.
- The PBG will be submitted through Structured Financial Management System(SFMS) platform
- Performance bank guarantee (in the lieu of Security Deposit) to be uploaded on GeM Portal within 15 days of award of contract on GeM, as per General Terms and Condition s (GTC) on GeM, [refer clause no. 7, ii]. Hard copy to be submitted to JGM (Fin.), MOIL LTD., "MOIL BHAWAN" 1A Katol Road, Nagpur-440013.

Performance Bank Guarantee(in the lieu of Security Deposit) 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 d ays 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 obligation s including the warranty under the contract.

8. ARBITRATION CLAUSE: Disputes & Arbitration (for PSUs only)- "All the Disputes and difference s arising out of or in any way touching or concerning this agreement between the parties shall be r esolved 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 HeavyEnterprises (Govt. of In dia) and for all purposes of the arbitration the rules and procedure prescribed therein shall beappli cable".

9. DECLARATION under Companies Act:

The firm/individual while submitting the tender should submit the under mentioned declaration dul y signed.

We declare that "None of our proprietor / partner / Director of the firm/ company has any relations hipwithin the meaning of Section 6 of the Companies Act 2013 with any of the employee working in MOIL Ltdor Director of MOIL".

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

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

- 11. Revised Public Procurement (Preference to Make in India): It is certified that the tender is compliant to PPP MII order & shall be finalised keeping in view of all its updates. The inst ant tender shall be inter-alia subject to "Revised Public Procurement (Preference to Make in India), Order 2017 Revision, (as amended from time to time) bearing No. P-45021/2/2017 PP (BE-II) issue d by the Government of India, Ministry of Commerce and Industry, Department for Promotion of In dustry and Internal Trade (Public Procurement Section)" dated 16/09/2020. The tenderers who wis h to take the preference under the said Order dated 16/09/2020 shall mandatorily be required to s ubmit the requisite documents as prescribed under the Public Procurement (Preference to Make in India), Order 2017- Revision. Only after satisfactory submission of the requisite documents benefits under the aforesaid Order shall be provided. Revised order or any updates may be accessed at DPIIT's website: https.dipp.gov.in/public-procurementsOnly to facilitate, we may request to refer C lause No.9(a) & (b) of above order towards "Verification of Local Content" reproduced hereunder and upload as applicable:
- a. The 'Class-I local supplier'/'Class-II local supplier' at that time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that, the ite m offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', a s the case may be. They shall also give details of the location(s) at which the local value addition i s made.
- b. In cases of procurement for a value in excess of Rs.10 Crores, the 'Class-I local supplier'/'Clas s-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 th an companies) giving the percentage of local content.

In event of non-submission of the above documents, your offer shall be <u>liable to be ign</u> ored.

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

In view of above, you are requested to kindly provide the self-Certification as "We certify that item (s) offered/quoted in tender has got% of local content and the details of the location(s) at w hich the local value addition is made atBidder to submit the "% of loc al content & location of local content" with their offer.
12. Restrictions on Public Procurement from Certain Countries: In this regard bidder may please refer Office Memorandum No. 6/18/2019-PPD dt.23-07-2020 & subsequent orders issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India towards restrictions on Public Procurement from certain countries.
Referring to the above, the Local Suppliers should submit the certificate as under:
"We have read the clauses regarding restrictions on procurement from a bidder of a co untry which shares a land border with India and we hereby certify that our firm is not f rom such a country and is eligible to be considered".
13. Bidder to confirm location from where the materials shall be invoiced upto Destination basis a s per consignee mentioned in bid document (Complete address, Name of the Bidder (Company/Fir m) along with Telephone No. & Fax No., Name of person, Mobile No., e-mail ID of the bidder to be given).
14. PAST SUPPLIES: Bidder(s) is requested to submit/upload the supply order copies for tendered item(s) as documentary evidence towards past supplies from Govt. Deptt./Govt. Underta king, Enterprises/Customer.
15. <u>TAXES</u> : 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 mand atory. 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/in dividual without GST provisional Id's are liable to be rejected provided they fall within the preview of GST. <u>Timely compliance of GST Provisions and filing of GST returns is the responsibility of the bidder.</u> Any non-compliance may result in withholding of bills partly or fully until it is reflected in for m GSTR-2A.
15.1 TDS under GST shall be deducted as per the applicable GST Provisions.
16. This purchase is also governed by the General Terms and Conditions: https://gem.gov.in/termsCondition
17. Bidder/supplier to ensure that the validity of the Statutory Certificate / Competency Certificate shall be valid during tender finalization and execution stage.
18. Bidder to submit ITR/Profit & Loss statement/Balance Sheet to substantiate applicability of GS T

19. TREDS PLATFORM: It may be noted that Government of India has implemented Trade Recei vable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments (af ter 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 T ReDS facility, if they want to".

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

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

21. 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".

22. INTEGRITY PACT:

- a) The bidder is required to submit the integrity pact agreement duly filled, scanned & signed b y authorized signatory of tender as per enclosed Annexure along with the tender document & upload.
- b) A person signing IP shall not approach the courts while representing the matters to IEMs and He/She will await their decision in the matter.

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

Name of Independent External Monitor (IEM):

(i) Shri. Cmde Rakesh Anand, IN (Retd.),

16, Currie House,

Mazgaon Dock Officer Qtrs.,

Dockyard Road,

Mumbai - 400010

Mobile No. +91-9969563601

E-mail:- ansem 2000@yahoo.com

(ii) Shri. Nand Kumar Mishra, IPS (Retd.),

House No.-58, Greenwoods Society,

Phase -II, Greater Noida,

GautamBuddh Nagar, U.P.

Pin- 201310

Mobile No. +91-6391771144

E-mail:- <u>lambodhar2021@gmail.com</u> <u>adidev2014@gmail.com</u>

^{23.} DETAILS OF THE LOCATION OF MINES &PLANTS SITUATED IN MAHARASHTRA & MADHYA PRA DESH STATE. KINDLY SUPPLY THE LOT-WISE MATERIALS AS PER THE DESTINATIONS MENTIONED B ELOW.

NAME OF MINES & POSTAL ADDRESS	OFF DAY/ AUTHORITY TO BE CONTACTED
BALAGHAT MINE	Saturday
P.O. Bharweli,	Mine Manager
Dist. Balaghat (MP),	
PIN: 481102	
Tel. : 07632- 245185, 245312, 245311 (Off.)	
07632-245187, 245189 (Res.)	
FAX: 07632-245184	
CHIKLA MINE	Friday
PO.Chikla, Tah-Tumsar	Mine Manager
Distt-Bhandara (MS),PIN: 441907.	
Tel: 07183-220231 (Off.)	
07183-220314 (Res.)	
KANDRI MINE	Thursday
PO-Kandri, Tah – Ramtek,	Mine Manager
DisttNagpur (MS), PIN: 441401.	
Tel.: 07114-268179 (Off.)	
268149 (Res.), 268150 (NOSKandri)	

NOTE: BIDDER TO CONFIRM / ACCEPT ABOVE CLAUSES ALONG WITH THEIR OFFER ON GEM:

SIGN.& DATE OF AUTHORISED SIGNATORY:
NAME OF AUTHORISED SIGNATORY:
DESIGNATION OF AUTHORISED SIGNATORY:
SFAL OF FIRM

- **24. <u>JURISDICTION:</u>** All questions, disputes or differences, arising under, outside or in connection with thetender/order contract shall be subject to the exclusive jurisdiction of the Courts at Nagpur only.
- **25.** <u>DISPUTE:</u> In the event of dispute arising out of this contract, the decision of Chairman-CumMa naging Director MOIL Ltd. shall be final & binding.

ANNEXURE-B
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) thepurpose of the Tender Documents foras per the tender No of(MOIL), do hereby solemnly affirm and state on the behalf of the bidderincluding its constituents as under:
1. I/We the bidder(s) am/are signing this document after carefully reading thecontents of the abov e mentioned tender.
2. I/We declare and certify that I/we have not made any misleading or false representation anywh ere 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 s ubmitted 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 tenderdocuments by me/ us are complete and correct and I/we are fully responsible for the authenticity and correctnes

s or the information and documents, submitted by us.

- 5. I/We understand that at any time during process for evaluation of tenders, if any information / d ocument submitted by me / us are found to be suppressing facts / forged / false / fabricated / fudg ed 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 constitue nts understand thatmy/ 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 le ad 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 dee med 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 withany of the employee working in MOIL Ltd or Director of MOIL".
- 8. We certify that, "there is no deviation in the offer submitted by us, from the Bid/tender terms & conditions on GeM Portal. In case if there is any difference in any terms & conditions, the same may be ignored and considered to have been accepted byus in toto as per bid document on GeM".
- 9. "We have read the clauses regarding restrictions on procurement from a bidder of a country w hich 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".

SEAL AND SIGNATURE OF THE BIDDER

Place:			
Date:			

ANNEXURE-C

FORMAT OF NON-COLLUSIVE TENDERING CERTIFICATE (To be signed by an authorised person on the Tenderer's behalf)

To,

MOIL Limited,

Nagpur

Dear Sir/ Madam,

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

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

(the "Tender").

2. Non-collusion

We represent and warrant that in relation to the Tender:

(a) Our bid was developed genuinely, independently and made with the intention to accept the

Contract it awarded:

(b) Our bid was not prepared with any agreement, arrangement, communication, un derstanding,

promise of undertaking with any person (including any other tenderer or competit or) 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 servi ces 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 arrange ments relating to

the Tender to the Plants/ Mines-----, MOIL Limited, Place -----, including those w hich are

entered into after the Contract is awarded. We warrant that we have duly disclosed a nd 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 warrantie s or undertakings

in this certificate, the Plants/ Mines, MOIL Limited, Place may, at its discretion, invalid ate 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 inc urred), and /or (in

the event that we are awarded the Contract) terminate the Contract.

Signed	tor ar	nd on	behalf	of the	tendere	r
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Name:

Position:

Date:

14. Buyer Added Bid Specific ATC

Buyer uploaded ATC document <u>Click here to view the file</u>.

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 <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

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

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

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

---Thank You/धन्यवाद---