

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687710278038  
 मूल अनुबंध क्रमांक | Original Contract No : GEMC-511687792405181  
 अनुबंध तिथि | Generated Date : 08-Apr-2024  
 बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/2980144](#)

अनुसूची नाम | Schedule Name: GROUP 2 MS MINES

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्ररूप   Type : Central PSU मंत्रालय   Ministry : Ministry of Steel विभाग   Department : MOIL Limited संगठन का नाम   Organisation Name : MOIL Limited कार्यालय क्षेत्र   Office Zone : MOIL Limited	पद   Designation : Asst General Manager Materials संपर्क नंबर   Contact No. : 0712-2806288- ईमेल आईडी   Email ID : rsd@moil.nic.in जीएसटीआईएन   GSTIN : 27AAACM8952A1ZL पता   Address : MOIL LIMITED, MOIL BHAWAN, 1-A, KATOL ROAD, NAGPUR-440013, NAGPUR, MAHARASHTRA-440013, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: DIRECTOR (P&P) वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval: Jt. GM (Fin.)	भुगतान का तरीका   Role: PAO भुगतान का तरीका   Payment Mode: Offiine पद   Designation : PAO PURCHASE HO1 ईमेल आईडी   Email ID : akd@moil.nic.in जीएसटीआईएन   GSTIN : 27AAACM8952A1ZL पता   Address: MOIL LIMITED, MOIL BHAWAN, 1-A, KATOL ROAD, NAGPUR-440013, NAGPUR CITY, MAHARASHTRA-440013, India

विक्रेता विवरण   Seller Details
जेम विक्रेता आईडी   GeM Seller ID : 8J9E210002108500 कंपनी का नाम   Company Name : BAWANKAR TIMBER MART संपर्क नंबर   Contact No. : 07666491927 ईमेल आईडी   Email ID : jayantbawankar510@gmail.com पता   Address : PIPLA DAK BANGLOW, BAWANKAR TIMBER MART, PATANSAONGI, PIPLA DAK BANGLOW, Nagpur, MAHARASHTRA-441113, - एमआईआई स्थिति   MII Status : True एमएसएमई सत्यापित   MSME verified : Yes एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-MH-20-0115108 एमएसएमई सामाजिक श्रेणी   MSE Social Category : OBC एमएसएमई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN: 27AJWPB93851ZC

\*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

वितरण निर्देश | Delivery Instructions : null

उत्पाद विवरण   Product Details						
#	आइटम विवरण   Item Description	आइटम विवरण   Ordered Quantity	इकाई   Unit	इकाई मूल्य (INR)   Unit Price (INR)	कर विभाजन (INR)   Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित)   Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम   Product Name : HARDWOOD SAWN TIMBER: (Chock Sleepers, Planks Buttons Hangers) . Chock Sleepers: Size Range 4' X 4" ब्रांड   Brand : Bawankar Timber Mart ब्रांड प्रकार   Brand Type : Unbranded कैटलॉग की स्थिति   Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है   Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : HARDWOOD SAWN TIMBER: (Chock Sleepers, Planks Buttons Hangers) . Chock Sleepers: Size Range 4' X 4" (Q3) मॉडल   Model: Chock Sleepers, Planks Buttons Hangers) एचएसएन कोड   HSN Code: HSN not specified by seller	60	cubic meter	9,345	जीएसटी   GST (18%) : 570,203.39 जीएसटी उपकर 1   GST Cess 1 (0%) : 0 जीएसटी उपकर 2   GST Cess 2 (0 per accounting unit) : 0 जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)   Input Tax Credit (ITC) on GST I (100%) : 570,203.39 जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 (0%) : 0	560,700
2	उत्पाद का नाम   Product Name : HARDWOOD SAWN TIMBER: Foot Board, Size Range: 1' 8" X 6" To 9" X 2½" , Head Board, Size Range: 2' ब्रांड   Brand : Bawankar Timber Mart ब्रांड प्रकार   Brand Type : Unbranded कैटलॉग की स्थिति   Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है   Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : HARDWOOD SAWN	525	pieces	23	जीएसटी   GST (18%) : 12,279.661 जीएसटी उपकर 1   GST Cess 1 (0%) : 0 जीएसटी उपकर 2   GST Cess 2 (0 per accounting unit) : 0 जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)   Input Tax Credit (ITC) on GST I (100%) : 12,279.661	12,075

	TIMBER: Foot Board, Size Range: 1' 8" X 6" To 9" X 2½", Head Board, Size Range: 2' (Q3) मॉडल   Model: HARDWOOD SAWN TIMBER: Foot Board एचएसएन कोड   HSN Code: HSN not specified by seller				जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 (0%) : 0	
3	उत्पाद का नाम   Product Name : HARDWOOD SAWN TIMBER: Wedges, Size Range: 9" To 15" X 6" X 3" . Species For Above Timber: Yen, Dhaw ब्रांड   Brand : Bawankar Timber Mart ब्रांड प्रकार   Brand Type : Unbranded कैटलॉग की स्थिति   Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है   Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : HARDWOOD SAWN TIMBER: Wedges, Size Range: 9" To 15" X 6" X 3" . Species For Above Timber: Yen, Dhaw (Q3) मॉडल   Model: HARDWOOD SAWN TIMBER: Wedges एचएसएन कोड   HSN Code: HSN not specified by seller	750	pieces	16	जीएसटी   GST (18%) : 12,203.39 जीएसटी उपकर 1   GST Cess 1 (0%) : 0 जीएसटी उपकर 2   GST Cess 2 (0 per accounting unit) : 0 जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)   Input Tax Credit (ITC) on GST I (100%) : 12,203.39 जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 (0%) : 0	12,000
4	उत्पाद का नाम   Product Name : HARDWOOD ROUND TIMBER: 46 To 60 Cms Girth(Props) , Size Range: Girth 46cm+ Upto 14cm & Length 1.8 ब्रांड   Brand : Bawankar Timber Mart ब्रांड प्रकार   Brand Type : Unbranded कैटलॉग की स्थिति   Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है   Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : HARDWOOD ROUND TIMBER: 46 To 60 Cms Girth(Props) , Size Range: Girth 46cm+ Upto 14cm & Length 1.8 (Q3) मॉडल   Model: HARDWOOD ROUND TIMBER: 46 To 60 Cms Girth(Props) एचएसएन कोड   HSN Code: HSN not specified by seller	113	meter	119	जीएसटी   GST (18%) : 13,614.407 जीएसटी उपकर 1   GST Cess 1 (0%) : 0 जीएसटी उपकर 2   GST Cess 2 (0 per accounting unit) : 0 जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)   Input Tax Credit (ITC) on GST I (100%) : 13,614.407 जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 (0%) : 0	13,447
कुल ऑर्डर मूल्य   Total Order Value (in INR)						598,222

**परेषिती विवरण | Consignee Detail**

क्र.सं.   S.No	परेषिती   Consignee	वस्तु   Item	लॉट नंबर   Lot No.	मात्रा   Quantity	दिनांक के बाद डिलीवरी शुरू करना है   Delivery Start After	वितरण पूरा कब तक करना है   Delivery To Be Completed By
1	पद   Designation : - ईमेल आईडी   Email ID : akashsahoo@mail.nic.in संपर्क   Contact : 985-0108126- जीएसटीआईएन   GSTIN : 27AAACM8952A1ZL पता   Address : PO:SITASAONGI, TAH:TUMSAR, 1,TUMSAR KATANGI ROAD,SITASAONGI,DIST:BHANDARA,MAHARASHTRA,441907, BHANDARA, MAHARASHTRA-441907, India	HARDWOOD SAWN TIMBER: (Chock Sleepers, Planks Buttons Hangers) . Chock Sleepers: Size Range 4' X 4"	-	60	08-Apr-2024	08-Apr-2025
		HARDWOOD SAWN TIMBER: Foot Board, Size Range: 1' 8" X 6" To 9" X 2½", Head Board, Size Range: 2'	-	525	08-Apr-2024	08-Apr-2025
		HARDWOOD SAWN TIMBER: Wedges, Size Range: 9" To 15" X 6" X 3" . Species For Above Timber: Yen, Dhaw	-	750	08-Apr-2024	08-Apr-2025
		HARDWOOD ROUND TIMBER: 46 To 60 Cms Girth(Props) , Size Range: Girth 46cm+ Upto 14cm & Length 1.8	-	113	08-Apr-2024	08-Apr-2025

**Product Specification for HARDWOOD SAWN TIMBER: (Chock Sleepers, Planks Buttons Hangers) . Chock Sleepers: Size Range 4' X 4"**

विनिर्देश   Specification	उप-विनिर्देश   Sub-Spec	मूल्य   Value
Custom Specification	Custom Specification	Yes

**विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:**

1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/41/63/061/CatalogAttrs/SpecificationDocument/2023/1/28/2023_01_28_16_31_36_product-specification_2023-01-28-16-31-39_60b569010f2d892da421576213a223b4.pdf
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**खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:**

	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/168994/54/78/703/Catalog
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1. <a href="#">SpecificationDocument</a>	gAttrs/SpecificationDocument/2022/12/26/technical-specifications-timber_2022-12-26-16-09-00_8249f8a60a35331b73e8e4fe7145ecbd.pdf
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**Product Specification for HARDWOOD SAWN TIMBER: Foot Board, Size Range: 1' 8" X 6" To 9" X 2½" , Head Board, Size Range: 2'**

विनिर्देश   Specification	उप-विनिर्देश   Sub-Spec	मूल्य   Value
Custom Specification	Custom Specification	Yes

**विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:**

1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/41/63/061/CatalogAttrs/SpecificationDocument/2023/1/28/2023_01_28_16_45_26_product-specification_2023-01-28-16-45-29_63447289f4eaa49adbebf45c8f03be82.pdf
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**खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:**

1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/168994/54/78/703/CatalogAttrs/SpecificationDocument/2022/12/26/technical-specifications-timber_2022-12-26-16-13-23_0c9525a43b76fc7b5e8e9537993f50d4.pdf
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**Product Specification for HARDWOOD SAWN TIMBER: Wedges, Size Range: 9" To 15" X 6" X 3" . Species For Above Timber: Yen, Dhaw**

विनिर्देश   Specification	उप-विनिर्देश   Sub-Spec	मूल्य   Value
Custom Specification	Custom Specification	Yes

**विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:**

1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/41/63/061/CatalogAttrs/SpecificationDocument/2023/1/28/2023_01_28_16_51_19_product-specification_2023-01-28-16-51-21_a35773b31bfe78262ae995eb8c724982.pdf
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**खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:**

1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/168994/54/78/703/CatalogAttrs/SpecificationDocument/2022/12/26/technical-specifications-timber_2022-12-26-16-19-27_bb67233c5484d5fb12c00e38f0accbbc.pdf
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**Product Specification for HARDWOOD ROUND TIMBER: 46 To 60 Cms Girth(Props) , Size Range: Girth 46cm+ Upto 14cm & Length 1.8**

विनिर्देश   Specification	उप-विनिर्देश   Sub-Spec	मूल्य   Value
Custom Specification	Custom Specification	Yes

**विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:**

1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/41/63/061/CatalogAttrs/SpecificationDocument/2023/1/28/2023_01_28_16_55_00_product-specification_2023-01-28-16-55-03_88aa61ba7253f1ea8e2368eead08c360.pdf
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**खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:**

1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/168994/54/78/703/CatalogAttrs/SpecificationDocument/2022/12/26/technical-specifications-timber_2022-12-26-16-22-39_e86090977bb51c17e7b9aa6a5449718c.pdf
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**शुद्धिपत्र | Corrigendum**

1. तक बढ़ाया गया | Extended Upto : 2023-02-06 15:00:00

**ईपीबीजी विवरण | ePBG Detail**

सलाहकार बैंक   Advisory Bank :	NA
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	NA

**आरसीएम/एफसीएम के संबंध में सामान्य खंड | General Clauses w.r.t RCM/FCM**

1. Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.

2. For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
3. For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.
4. For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.
5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

## नियम और शर्तें | Terms and Conditions

### 1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

### 2. Buyer Added Bid Specific Terms and Conditions-

#### 2.1 Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

#### 2.2 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.

#### 2.3 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 %.

#### 2.4 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.

#### 2.5 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](#)

#### 2.6 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

#### 2.7 Generic

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

#### 2.8 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.

#### 2.9 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.

#### 2.10 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.

2.11 *Purchase Preference (Centre).*

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

2.12 *Scope of Supply.*

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

2.13 *Buyer Added Bid Specific ATC.*

Buyer Added text based ATC clauses

**1: EMD Exemption: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid [May refer Point No.4(xiii),(n) of GTC (General Terms & Conditions) with amendments, if any]. Under MSE category, only Manufacturers for Goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy. In absence of valid EMD Exemption document, the bid will be out- rightly/summarily rejected and no correspondence in this regard shall be entertained.**

**The Sellers/Bidders who are not in the category of EMD exemption: The Sellers/Bidders who are not in the category of EMD exemption [May refer Point No.4(xiii),(n) of GTC with this bid], in compliance to OM no F. 9/4/2020-PPD dated 12.11.2020 regarding "Bid Security/Earnest Money Deposit" issued by Department of Expenditure, Ministry of Finance, GOI, shall have to Mandatorily upload, the "Signed Bid Security Declaration", in lieu of EMD amount as per the format given below. In absence of this mandatory declaration, the bid will be out- rightly/summarily rejected and no correspondence in this regard shall be entertained.**

**Bid Security Declaration Format**

**Date:** \_\_\_\_\_

**Tender No.** \_\_\_\_\_

**To**

**MOIL Ltd.**

**Through \_\_\_\_\_(Tender signatory)**

**I/We \_\_\_\_\_ the undersigned, declare that:**

**I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration in lieu of the Earnest Money Deposit.**

**I/We accept that I/We may be disqualified from bidding for any contract with you for a period of three years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We**

**a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the Tender; or**

**b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.**

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your intimation about the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed:

Designation:

Corporate Seal (where appropriate)

2: Certificate from Bidder: 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" with their offer.

3: Revised Public Procurement (Preference to Make in India): It is certified that the tender is compliant to PPP MII order & shall be finalised keeping in view of all its updates. The instant tender shall be inter-alia subject to "Revised Public Procurement (Preference to Make in India), Order 2017 Revision, (as amended from time to time) bearing No. P-45021/2/2017 PP (BE-II) issued by the Government of India, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (Public Procurement Section)" dated 16/09/2020. The tenderers who wish to take the preference under the said Order dated 16/09/2020 shall mandatorily be required to submit the requisite documents as prescribed under the Public Procurement (Preference to Make in India), Order 2017- Revision. Only after satisfactory submission of the requisite documents benefits under the aforesaid Order shall be provided. Revised order or any updates may be accessed at DPIIT's website: <https://dipp.gov.in/public-procurements>

Only to facilitate, we may request to refer Clause No.9(a) & (b) of above order towards "Verification of Local Content" reproduced hereunder and upload as applicable:

a. The 'Class-I local supplier'/'Class-II local supplier' at that time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that, the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

b. In cases of procurement for a value in excess of Rs.10 Crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from

i) Statutory auditor or cost auditor of the company (in the case of companies) or

ii) A practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

In event of non-submission of the above documents, your offer shall be liable to be ignored.

In view of above, you are requested to kindly provide the self -Certification as "We certify that item(s) offered/quoted in tender has got \_\_\_\_\_% of local content and the details of the location(s) at which the local value addition is made is \_\_\_\_\_". Bidder to submit the "% of local content & location of local content" with their offer.

4: Restrictions on Public Procurement from Certain Countries: In this regard bidder may please refer Office Memorandum No. 6/18/2019-PPD dt. 23-07-2020 & subsequent orders issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India towards restrictions on Public Procurement from certain countries.

Referring to the above, the Local Suppliers should submit the certificate as under:

"We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India and we hereby certify that our firm is not from such

a country and is eligible to be considered”.

**5: Required details with documentary proof (if available) of following:**

- PAN No.
- Invoicing location GST No.
- Address of invoicing location.
- Contact person name, designation, Mobile & e-mail ID of invoicing location,
- Bank Name, Address, Bank Account No., Bank IFSC Code
- HSN Code (Mandatory 8 digit ) for tendered item(s)
- Applicable inclusive CGST+SGST or IGST with %.

**6: PAST SUPPLIES:** Bidder(s) is requested to submit/upload the supply order copies (other than MOIL) for tendered items as documentary evidence towards past supplies from Govt. Dept/ Govt. Undertaking, Enterprises/ Customer.

**7: 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.

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

**9: SECURITY DEPOSIT:** Successful bidder will have to deposit Security Deposit @ 3% of total value of order. (This is mandatory on part of bidder/supplier to remit the Security Deposit within 15 days from date of receipt of order).

**A) Refer Clause of SD**

**B) As per Annexure - 'J': Term of Agreement: Supply of Timber**

**C) If the supply is abandoned or left incomplete, the security deposit will be forfeited by the MOIL LTD.**

**Supplier will have to deposit Security Deposit @ 3% of total value of order (landed cost). In terms of agreement security deposit should be deposited either through Bank Guarantee of 3% of the actual order value within 15 days from date of receipt of order.**

**OR**

**Supplier will have to deposit Security Deposit @3% of total value of order (landed cost Rs. ....) works out to Rs. .... (R). You are requested to kindly deposit the said amount of security deposit by way of online payment/ NEFT/RTGS into MOIL's Current Account No. 0041102000038465, IDBI Bank, Civil Lines Branch, Nagpur, IFSC: IBKL0000041 within 15 days from date of receipt of order. Supplier has to inform the UTR No. and Purchase Order/Work Order No. to the office of Jt. GM (Fin.) & DGM (Mtls.) "MOIL BHAWAN", 1A, Katol Road, Nagpur through letter/e-mail (mail-id of concerned dealing Finance & Material officer) as under:**

“Security Deposit Rs. .... deposited on dtd. .... vide UTR No. .... against Purchase Order/Work Order No. ....”.

Until the S.D. amount is deposited, invoice shall not be treated as admissible and shall not be processed for payment.

**10: Integrity Pact: You have to submit the integrity pact agreement on Rs. 100.00(Non Judicial) Stamp Paper as per format of Integrity Pact Agreement in bid document. Integrity Pact to be submitted within 10 days from date of receipt of GeM contract to JGM (Materials ),MOIL LTD., "MOIL BHAWAN", 1A, Katol Road, Nagpur: 440013.**

**ANNEXURE "J"**

**AGREEMENT: SUPPLY OF TIMBER**

I/We \_\_\_\_\_, the undersigned do hereby

tender for supply of Timber to Group of Mines (1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_  
\_\_\_\_\_ do hereby undertake acceptance to Terms & Condition as per Annexure to this agreement.

Should this tender be accepted, I/We \_\_\_\_\_ hereby agree to abide by & to fulfill all the terms and provisions of the specifications and conditions of contract annexed hereto so far as they may be applicable and in default thereof to forfeit and pay to the MOIL LIMITED thereafter referred to as the company the sums of money mentioned in the said conditions. We have submitted the Bid Security Declaration in lieu of Earnest Money Deposit. I/We will deposit the full amount of security deposit, in accordance with Clause of the said conditions of contract.

(Signature)

Address :

(Signature of witness to

signature of tenderer)

Address :

Dated at the .....20.....

**TERMS OF AGREEMENT: SUPPLY OF TIMBER**

1) **SECURITY DEPOSIT** : Refer Clause No. 9 of SD (Security Deposit)

2) **Liability of Contractor for failure to deliver materials:**

2.1) The contractor shall deliver the materials on or before the dates mentioned in the tender failing which he shall be liable to pay penalty (as per the relevant clauses of the special conditions & specifications sheet attached) as liquidated damages for every week that he/they shall delay the delivery of the said materials/equipments.

2.2) In every case in which the delay mentioned in clause 2 shall continue for consecutive weeks, the officer competent to dispose of the tender shall have power either or to have the supply completed without further notice at the contractor's risk and expenses as he/they may deem necessary in the interest of the Company, and the contractor shall have no claim to compensation for any loss that he/they may thus incur

on account of the action of the said officer.

2.3) If any time after the execution of the contract documents, the Chairman-cum-Managing Director or his Assistant shall for any reason whatsoever, not required the whole of any part of the timber specified in the tender to be supplied, the Chairman-cum-Managing Director or his Assistant shall give notice in writing of the fact to the Contractors who shall there upon have no claim to any payment or compensation whatsoever on account of any profit or advantage which he/they might have derived from the supply of the timber but which he/they did not deliver in consequence of quantity timber not having been so supplied.

1. **EXTENSION OF TIME**

If the contractor shall be hindered in the supply of the Timber so as to necessitate an extension of the time allowed in this tender, he/they shall apply in writing to the Chairman-cum-Managing Director who may grant it in writing on reasonable grounds being shown for it. In the absence of such written authority of the Chairman-cum-Managing Director, the contractor shall have no claim to exemption from the fine leviable under clause.

2. **APPROVAL OF AND RECEIPT OF MATERIALS :**

The contractor shall give notice to the Chairman-cum-Managing Director or the Chief(Materials) of his/their intention of making delivery of materials and on the materials being approved, a receipt shall be granted to him/them by the Chairman-cum-Managing Director or by the Chief(Materials) or their representative and no materials which is not so approved shall be considered to have been delivered.

3. **CERTIFICATE**

On the completion of the delivery of materials, the contractor shall be furnished with a certificate to that effect, but the delivery shall not be considered to be complete until the contractor shall have removed all rejected materials and shall have the approved materials duly supplied.

4. **ACTION WHEN INFERIOR MATERIALS IS SUPPLIED :**

In the event of the material/equipment being considered by the Chairman-cum-Managing Director or his Assistant to be inferior to that described in the specification the contractor shall on demand in writing, forthwith, remove the same at his own cost & in the event of his failure to do so within such period as may be named by the Chairman-cum-Managing Director or his Assistant the said officer may have such rejected materials removed at the contractor's risk and expenses, the expenses so incurred being deducted from any sums due or which may become due to the contractor.

5. **ACTION FOR DAMAGES :**

5.1) If the contractor or his/their workmen shall break or deface any building, road, fence, enclosure or grassland, or any cultivated land, in the course of completing this contract he/they shall repair or replace the same and if any damage has been done, he/they shall make good the same at his/their own expenses, and in the event of his/their refusing or failing to do so the damage, shall be made good at the contractor's expenses; by the officer inviting the tender who shall deduct the cost from any sums due or which may become due to the contractor or from his/their security deposits or the proceeds of the sale thereof a sufficient position thereof.

5.2) This contract shall not be sublet without the permission of the Chairman-cum-Managing Director. In the event of the contractor subletting his/their contract without any permission, he/they shall be considered to have thereby committed a breach of contract and shall forfeit security deposit and shall have no claim for any compensation for any loss that may occur on account of the collection of the materials.

6. **COMPENSATION UNDER THE WORKMEN'S COMPENSATION ACT**

6.1) The contractor shall be responsible for and shall pay any compensation to his workmen which may be payable under the Workmen's Compensation Act, 1983 (VIII of 1923) hereinafter called the said Act for injuries suffered by them. If such compensation is paid by the Company as printed under sub section (1) of the section 12 of the said Act on behalf of the contractor, it shall be recoverable by the Company from the contractor's under sub-section (2) of the said Section, such compensation shall be recovered in the manner laid down in clause 11 above.

6.2) The contractor while engaged in mines shall be responsible to pay compensation for all accidents caused by his vehicles. We shall not be responsible for death or injury to any persons, sustained on or caused through any of his vehicles or for damage due to break of the vehicles as well as for payments required under the existing rules. The mines administration reserves the accident/or injury etc. if necessary and deducting the amount from the contractor's bills, security deposits hereinafter provided or from any amount due to the contractor from the company.

6.3) The contractor shall indemnify the mines administration against all claims for damages, suits and demands preferred against the mines administration by third parties in respect of accidents, injuries or death of the person and also for loss or damage to mines materials caused by the said Motor Vehicles or by the contractor and/or his employee.

7. **DECISION OF CHAIRMAN-CUM-MANAGING DIRECTOR TO BE FINAL:**

The decision of the Chairman-cum-Managing Director for the time being shall be binding and conclusive on all questions relating to the meaning of the specifications.

8. **PENALTY :**

The time allotted for the supply of the timber as entered into the tender shall be strictly observed by the tenderers and shall throughout the stipulated period of this contract be proceeded with all due diligence (time being demand to be the essence of the contract on the part of contractor) and the contractor shall pay as penalty an amount equal to one percent or such smaller amount as the Chairman-cum-Managing Director (whose decision in writing shall be final) may decide, or the amount of the estimated cost of the tender for every work delay subject to a ceiling of 10% of the contract amount till the supply is made by the contractor fulfilling the order placed on him and further to ensure speedy supply of the material on order. The contractor shall be bound in all cases in which the time allowed for such supply exceeds 15 days for completing the supply.

9. **NO GUARANTEE THAT MATERIALS INDICATED IN THE SCHEDULE WILL BE ORDERED.**

No guarantee can be given that the total number of quantities of material indicated in the schedule of the contract will be ordered during the period of contract. The Chairman-cum-Managing Director may purchase from the contractor's all necessary materials only. In other words, excess requirements upto 20 percent of individual items notified in the schedule for such mine, or excess upto 20 percent, whichever is higher, shall be admissible as per the rates of this contract. No claim, however, shall be admissible for deduction in quantities or value of orders i.e. shortfall of orders.

10. **CONTRACTOR BOUND TO COMPLETE THE WORK AT RATES MENTIONED IN THE CONTRACT**

No claim or claims made by the contractor for increased rates on the grounds that the market or other rates, included in the contract, have arisen during the period of his/their contract will be recognized, that is to say, the contractor is bound to supply materials at the rates mentioned in the contract.

11. **VARIATION IN QUANTITY:**

Any variation in quantities of timber ordered by MOIL Ltd. Cannot & shall not form the basis of dispute regarding the rates to be paid nor give rise to any claim for compensation of any kind, such variations shall form part of the contract and shall not be called in quotation.

12. **SUPPLY OF DIESEL, PETROL ETC.**

The Company will not undertake any responsibility for supply of diesel, petrol or any other lubricants for proper running of the contractor's vehicles for the supply of timber. It will be his/their responsibility to arrange for these items and supply the materials as per the delivery schedule.

13. **ACCEPTANCE OF CONDITIONS COMPULSORY BEFORE TENDERING WORK**

Any contractor who does not accept these conditions shall not be allowed to tender for works and his/their name shall be removed from the list of contractors.

14. Supply of Timber from Legal Source with "hammer mark" and "valid Transit pass of Forest Department" shall be solely supplier's responsibility. The Photocopy of "Valid Transit Pass of Forest Department:", etc shall be submitted alongwith each supplies.

Signature of Contractor.

Address :

Witness (a)

Address :

Witness (b)

Address

## Annexure "K"

### BANK GUARANTEE FOR SECURITY DEPOSIT

To,

\_\_\_\_\_ (Name of Employer)

\_\_\_\_\_ (address of Employer)

WHEREAS \_\_\_\_\_ (Name and address of Contractor) (hereinafter called the "Contractor") has undertaken, in pursuance of Contract \_\_\_\_\_ No. \_\_\_\_\_ dated \_\_\_\_\_ to Execute \_\_\_\_\_ (Name of Supplier/Contractor and brief description of Works (hereinafter called "the Contract)).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein a security for compliance with his obligations in accordance with the contract.

**AND WHEREAS** we have agreed to give the Contractor such a Bank guarantee;

**NOW THEREFORE** we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, upto a total of \_\_\_\_\_ (amount of guarantee) \* \_\_\_\_\_ (In words), and we undertake to pay you, upon your first written demand, and with civil or argument, any sum or sums within the limits of \_\_\_\_\_ (Amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of terms of the contract or of the works to be performed there under or of the Contract Documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid till the issue of final acceptance certificate.

Signature and seal of the guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

- An amount shall be inserted by the guarantor, representing the percentage of the contract value specified in the contract in Indian Rupees.

**2.14 Buyer Added Bid Specific ATC:**

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

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.