

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687743602127

अनुबंध तिथि | Generated Date : 18-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4225513](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार 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 : Dy General Manager Materials संपर्क नंबर Contact No. : 9960-638248- ईमेल आईडी Email ID : ajaykolte@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-Commercial वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : Joint General Manager-Finance	Role: PAO भुगतान का तरीका Payment Mode: Offline 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 : D4D7180000117999 कंपनी का नाम Company Name : HITECH METAL AND MEDICAL EQUIPMENTS PRIVATE LIMITED संपर्क नंबर Contact No. : 09811050736 ईमेल आईडी Email ID : hitechpvttd@hotmail.com पता Address : 75, SWARN PARK, UDYOG VIHAR, MUNDKA, DELHI, DELHI-110041, - एमएसएमई सत्यापित MSME verified : No एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-DL-11-0006453 एमएसएमई सामाजिक श्रेणी MSE Social Category : General एमएसएमई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN : 07AACCH6749Q1ZU (B), (R)

*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 : Supplier to ensure that all contractual obligation is fulfilled with respect to Security Deposit and Performance Bank Guarantee before generating invoice on GeM, Refer Clause no. 5.1 INSTRUCTION TO SUPPLIER FOR GENERATING INVOICE.

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 : HOSPI CHOICE Hydraulic Actuator (Pump Operated) Delivery Bed ब्रांड Brand : HOSPI CHOICE ब्रांड प्रकार Brand Type : Registered Brand 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 : Delivery Bed (Q3) मॉडल Model : HITECH -27A एचएसएन कोड HSN Code : 94029090	10	pieces	36,300	NA	363,000
कुल ऑर्डर मूल्य Total Order Value (in INR)						363,000

परोक्षी विवरण Consignee Detail						
क्र.सं. S.No	परोक्षी Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दिनांक के बाद डिलीवरी शुरू करना है	वितरण पूरा कब तक करना है Delivery To Be

					Delivery Start After	Completed By
1	<p>पद Designation :- ईमेल आईडी Email ID : ravikantsharma@moil.nic.in संपर्क Contact : 9960-981660- जीएसटीआईएन GSTIN : 27AAACM8952A1ZL पता Address : MOIL LIMITED, MOIL BHAWAN, 1-A, KATOL ROAD, NAGPUR-440013, NAGPUR, MAHARASHTRA-440013, India</p>	HOSPI CHOICE Hydraulic Actuator (Pump Operated) Delivery Bed	-	10	18-Apr-2024	17-Jun-2024

Product Specification for HOSPI CHOICE Hydraulic Actuator (Pump Operated) Delivery Bed

विनिर्देश Specification	उप-विनिर्देश Sub-Spec	मूल्य Value
Standards	Conformity to standard for product	European CE
	Certification number and date	5Q220719.HMMTT22 Dt-18 July 2027
	Conformity to standard for Electromagnetic compatibility & safety	IEC-60601-1-2:2001 Standard /IS 13450
Performance Parameters	Purpose	It used in Obstetrics/Gynecology department for baby delivery in labour room with comfortable requirement of patient and easy accessible professional need for delivery team
	Bed movement functionality	Manual control
	Type of delivery bed actuator	Hydraulic Actuator (Pump Operated)
	Type of mechanism for controlling angular motion of bed	Hydraulic mechanism
	Type of mechanism for functioning or controlling height of bed	Hydraulic mechanism
	Number of section provided in bed top	3
	Large perineal cut in C shape must be provided in seat section	Yes
	Side safety belt provided	Yes
	Type of side panel	Collapsible type
	Number of Side panel	2
	Head panel/Board provided	Yes
	Shape of Head panel	B-type shape
	Type of Head Panel	Detachable type
	Foot panel provided	Yes
	Shape of Foot panel	B-type shape
	Type of foot Panel	Detachable type
	Provision to convert bed in to table	Yes
	Good grip provided to head/foot or side panel	Yes
	Delivery bed should be Hand grip /push grip handles on both side	Yes
	Adjustable leg rest provided	Yes
	Lithotomy position & padded knee crutches provided	Yes
	Slots for IV rod a head section provided	Yes
	Chromium plated IV rod provided	Yes
	Number of hooks provided in IV Rod	2
	Power of motor in HP	NA for non motorised
	Availability of Noiseless, non rusting swivel castor wheel/ roller with for easy Mobility & Steering	Yes
Braking and locking mechanism provided in castor roller	Yes	
No of castor to which braking system provided	2	
Corner buffer provided in all four corner to protect patient from collision shock	Yes	
Functionality of Foot side panel	Detachable type	
Safe working load capacity of delivery bed in kg	150	
Facility of instant non powered/mechanical CPR(Cardiopulmonary Resuscitation) release at the head end for emergency	Yes	
Urine Bag holder provided	Yes	
Mattress provided with delivery bed	Yes	

	Mattress foam of the Bed should be with Anti Microbial agent incorporated into all components that assists in Prohibiting growth of bacteria & fungi and easy to clean	Yes
	Mattress shall be made of High resilient & bio-density foam	Yes
	Operating temperature & Humidity	10 -40 Degree Celsius and relative humidity of 15-90%
	"Power Supply "	N/A for Handle operated
	Spares Pair of Bed Ends, detachable supplied	Not supplied
	Spares Mattress	Not supplied
	Facility of Resettable overcurrent breaker shall be fitted for protection	NA for handle operated
	Electric Shock Protection level	N/A for Non Motorized
	Warranty (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)	3
	Base frame and support frame should be fabricated using metallic square / rectangular section of adequate cross section and thickness to provide high structural strength and stability	Yes
	Delivery Bed should be made up of high quality metal, pretreated with materials providing good finish, scratch resistant, bacteriostatic coating	Yes
	Type of powder/Paint coating done to delivery Bed frame,top & side panel	Epoxy Polyester Coating 50-60 microns (In Case of MS)
	Process used for pre chemically treatment of metallic bed component	Dip tank processes (In Case of MS)
	Provision of easily cleaning /sterilize(Especially Blood Stains)/maintenance to delivery Bed	Yes
	Product instruction manual shall be supplied	Yes
	Demonstration of equipment and training to be provided after completing supplies before Acceptance	Yes
Material Parameters	Material for the frame of bed	MS
	Material Side Safety belt	Velcro
	Material for Head & Foot Panel/Board	ABS Plastic
	Material for Bed top Section	Acrylic Sheet
	Material of wheels	Polyester
	Material for IV Rod	SS
	Material for bowl	SS
	Material for waste receptacle bucket	SS
	Material for delivery Bed Mattress	PU Foam
Dimensional Parameters	Maximum Adjustable Back Rest Angle in Degree	60
	Maximum Trendlenburg Angle in Degree	30
	Maximum Reverse Trendlenburg Angle in Degree	30
	Adjustable bed height in mm with 5% tolerance	550-850
	Diameter of Castor Roller in mm	100
	Clearance between Bed Base frame and Floor surface in mm	125
	Maximum thickness of Mattress in mm with tolerance of plus minus 2mm	65
	Approx foam Density in kg/m3 tolerance	30-50
	Therapeutic Weight limit for mattress in kg	125
	Length range of delivery bed in mm	2001-2150
	Width range of delivery bed in mm	800-900
	Weight of delivery Bed in Kg	70
Reports	Availability of ISO certification for manufacturer	Yes
	ISO certification No and Date if ISO certificate not available then put NA	305023022540Q Dt-24/02/2026
	Copies of certificates and other certifications to be furnished to buyer on demand at time of supplies	Yes

टिप्पणी | Note:: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be

responsible for providing genuine replacement supplies.

खरीदार परिभाषित अतिरिक्त विशेषता के लिए | Buyer Defined Additional Specification for HOSPI CHOICE Hydraulic Actuator (Pump Operated) Delivery Bed

विनिर्देश Specification	मूल्य Value
Scope of Supply/work:	The scope under the specifications covers supply, installation & commissioning at site delivery i.e Government District Hospital of Balaghat (M.P), (All in scope of supplier).
Destination: Complete address at which the machine is to be delivered & installed (location & installation):	Government District Hospital of Balaghat (M.P)
Contact Person from MOIL end:	Mr. R.L. Sharma, AGM(Civil) MOIL BHAWAN, 1A, KATOL ROAD, NAGPUR-440 013, Ph- 0712-2806210, M-9960981660, Email : ravikantsharma@moil.nic.in & and Mr. Suyash Singh Chief Manager (Civil) MOIL BHAWAN, 1A, KATOL ROAD, NAGPUR-440 013, Ph- 0712-2806141, M-7709231084, Email: suyashsingh@moil.nic.in
Pre - qualification condition:	The Bidder must have executed similar type of order for covers supply, installation & commissioning of tender item during last 3 years ending last day of the month previous to the one in which tenders are invited. Certificate of successful supply, installation & commissioning of respective department must be attached.
Operational Manual:	Successful bidder shall provide operational manual along with supply.

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	IDBI Bank
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	10.00
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा The bidder shall furnish ePBG as applicable as per bid's terms and conditions	

नियम और शर्तें | Terms and Conditions

1. Special terms and conditions- Version:2 effective from 25-10-2023

- 1.1
 1. All Provisions of Drugs and Cosmetics Act, 1940 and Rules made there under as amended till date will always be applicable. This will include all notifications issued by Central Drugs Standard Control Organisation (CDSCO), Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.
 2. The sellers are registered on GeM based on self-declaration of valid Drug License, product certification, test reports etc. However, buyers must check and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity/genuineness of drug license, product certification, manufacturer certification/licenses, test reports etc.
 3. The price offered by the seller shall not, in any case exceed the DPCO controlled price, if any, fixed by the Central/State Government, the Maximum Retail Price (MRP) and the selling price. The seller must reduce the prices if there is any reduction in DPCO ceiling price, if any.
 4. Comprehensive warranty: Comprehensive warranty shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares. During the warranty period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months. warranty shall not be including the consumables. Further there will be 98% uptime warranty during warranty period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend warranty period by double the downtime period.
 5. Service centres: Details of Service outlets in India to render services for equipment to be furnished to buyer/consignees with complete address, telephone numbers, e mails etc at time of making the supplies. It shall be the responsibility of seller to ensure that authorized service centres are available to cater to the areas where supplies are made within reasonable distance from where the service calls can be handled. Details of toll-free numbers for service call and online registration of service requests also to be provided buyer/consignee at the time of supplies.
 6. Source of supply: It shall be responsibility of seller to provide Documents regarding source of equipments such as copy of Performa invoice or any other documents to establish that the products supplied are manufactured by OEM indicated and sourced from them.
 7. Packing and Marking: Medical equipments being very delicate and sensitive packing for the goods should be strong and durable enough to withstand transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. .The size, weights and volumes of the packing cases, remoteness of the final destination of the goods, availability or otherwise of transport and handling facilities at all points during transit up to final destination,. Quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall take into consideration the type of medical equipments being supplied. The accessories shall be suitably labelled and packed. Each of the package shall be marked on three sides with indelible paint of proper quality: indicating contract number and date, brief description of goods including quantity, Packing list reference number, country of origin of goods and any other relevant details.
 8. Spare Parts: Seller shall provide materials, information etc. pertaining to spare parts manufactured and supplied by the OEM. It shall be ensured that the required spares are available for purchase at least for 10 years from date of supplies. In case due to any reasons the production of the spare parts is discontinued sufficient advance notice should be given to the buyer/consignee before such discontinuation to provide adequate time to purchase the required spare parts etc. Further, OEM and their service centres/dealers shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the equipments so that the same are available. OEM or reseller shall always accord most favoured client status to the buyer/consignee and shall give the most competitive price for spares and consumables of its machines/equipments supplied.
 9. Installation, Training, Manuals: Seller shall be responsible to carry out Installation & commissioning, Supervision and Demonstration of the goods. They shall provide required jigs and tools for assembly, minor civil works for the completion of the installation and Training of Consignee's representatives for operating and maintaining the equipment and supplying required number of operation & maintenance manual for the goods. In case the category parameters are specifying any requirements regarding the installations, training and manuals the same shall also be applicable.
 10. Electrical safety checking: Sellers are required to make sure that they furnish the list of equipments for carrying out routine and preventive maintenance to buyer/consignee .They should make sure to periodically check the electrical safety aspects as per BIS Safety Standards or equivalent .In case they do not have required equipment for such testing should ensure that the equipments checked for electrical safety compliance through labs with facilities for such checking during every preventive maintenance call.
 11. Software: All software updates should be provided free of cost during warranty period.

12. Any other Terms and Conditions which is not included or at variance with the conditions specified in STC/GTC, may be added by the buyer through Additional Terms and Conditions in the bid to ensure items are procured from authentic/validated source with appropriate and applicable quality. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede specific STC which shall supersede General Terms and Conditions ("GTC"), whenever there are any conflicting provisions.

2. General Terms and Conditions-

2.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.

2.2 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

3. Buyer Added Bid Specific Terms and Conditions-

3.1 *Buyer Added Bid Specific ATC:*

Buyer Added text based ATC clauses

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

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

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

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

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy/proof of the Online Payment Transfer along with bid. Bidders are requested to upload the EMD details in format mentioned below. EMD should be deposited in one go and exact amount should be reflected in our bank statement on or before the opening date & time of tender, failing which the offer shall be 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 offers of those participating bidders whose receipt of EMD is confirmed by Finance Department, MOIL Ltd. , shall be considered for further evaluation. In short, mentioning the correct UTR No. /Reference No. in case of IDBI Bank in their offer on GeM Portal is **mandatory**, failing which the offer shall be rejected outrightly.

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

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

Format for submitting details of EMD deposited.

Bid Number: _____

Name of Bidder: _____

Bidder PAN No.: _____

Bidder location of despatch GSTIN No. _____

Bidder Bank Account No. _____

Bidder Bank IFSC Code: _____

Authorised person Name : _____

Mobile no. & e-mail ID of Authorised person: _____

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SN	Description of Item/ Category	Correct UTR No. /Re ference No	Date	Amount
1	Delivery Bed (Labour Table)			10,000.00

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

Signed:
Designation:
Corporate Seal :

2: For EMD Exemption bidder(s):

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

Step I: The participating bidders under this category should **mandatorily mention the exemption document type in their offer on GeM Portal.**

Step-II: **Upload the relevant document in the upload link on GeM Portal.** The status of MSE shall be decided based on the uploaded document and if found in line then only, their offer shall be considered for further evaluation. In short, mentioning the exemption document type in their offer on GeM Portal & uploading the same on GeM portal is **mandatory**, failing which the offer shall be rejected outrightly.

C: PSUs: All Central/State Government Organization/PSUs are exempted from submission of EMD/SD. However, they should **mandatorily mention the document type in their offer on GeM portal for getting exemption and Upload the relevant document within their offer on GeM portal**, failing which the offer shall be rejected outrightly.

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

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

"Security Deposit Rs.....deposited on dtd..... vide UTR No..... against Purchase Order/Contract No.....".

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

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

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

4: Revised Public Procurement (Preference to Make in India): Kindly upload the certificate giving the percentage (%) of local content and give details of the location(s)/address(s) at which the local value addition is made.

As per Revised Public Procurement (Preference to Make in India), Order 2017, on 16/09/2020, Clause No.3, bidder to mention in which category their firm belong i.e. Class-I Local Supplier/ Class-II Local Supplier/ Non-Local Supplier. Kindly upload the certificate by mentioning the Class.

5: Supplier shall ensure that the Invoice is raised in the name of Shri R.L. Sharma, AGM(Civil) MOIL BHAWAN, 1A, KATOL ROAD, NAGPUR-440 013, with GSTIN: 27AAACM8952A1ZL. Seller to provide their details of Contact person name, designation, Mobile & e-mail ID for correspondence.

5.1: INSTRUCTION TO SUPPLIER FOR GENERATING INVOICE:

The material shall be despatched to Government District Hospital of Balaghat (M.P) & invoice should be generated on name of Shri R.L. Sharma, AGM(Civil), MOIL BHAWAN, 1A, KATOL ROAD, NAGPUR-440 013, with GSTIN: 27AAACM8952A1ZL as per bid document. i.e. IN THE TAX INVOICE TO BE ISSUED BY THE SUPPLIER, SHIP TO PARTY WILL BE GOVERNMENT DISTRICT HOSPITAL OF BALAGHAT (M.P) & BILLED TO PARTY WILL BE SHRI R.L. SHARMA, AGM(CIVIL) MOIL BHAWAN, 1A, KATOL ROAD, NAGPUR-440 013, WITH GSTIN: 27AAACM8952A1ZL.

SN	Description of Item/ Category	Qty	Address of Billed To Party & GSTN
1		10	SHRI R.L. SHARMA, AGM(CIVI

Delivery Bed (Labour Table)	L) MOIL BHAWAN, 1A, KATOL ROAD, NAGPUR-440 013, WIT H GSTIN: 27AAACM8952A1ZL
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6: Bidder to confirm location from where the materials shall be invoiced upto Destination basis as per consignee mentioned in bid document (Complete address, Name of the Bidder (Company/Firm) along with Telephone No. & Fax No., Name of person, Mobile No., e-mail ID of the bidder to be given).

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

8: TAXES: Payment of Tax is primarily the responsibility of the seller and will not be paid unless it is clearly shown on the quotation as payable extra. Any change in taxation during the tenure of contract, will be as per applicable statute. Under GST regime registration under GST is made mandatory. You shall mention your GST provisional Id's (In case your supply is from more than one location mention all relevant GST's) in the quotation. Offers received from company/firm/individual without GST provisional Id's are liable to be rejected provided they fall within the preview of GST. Timely compliance of GST Provisions and filing of GST returns is the responsibility of the bidder. Any non-compliance may result in withholding of bills partly or fully until it is reflected in form GSTR-2A.

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

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

8.2: Bidder/supplier to mention the inclusive GST% applicable for offered item.

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

10: TReDS platform: It may be noted that Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. MOIL Ltd., is already registered on the following TReDS platform:

M/s. A. TReDS (Invoicemart), Mumbai

MSME Bidders are required to register on the TReDS platform. The MSME vendors can avail the TReDS facility, if they want to.

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

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

12: It is mandatory on part of supplier to submit the Performance Bank Guarantee@10% of total value of order for period of **14 Months** as mentioned in bid document.

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

Performance Bank Guarantee is to be furnished by a specified date (generally fifteen days after notification of award) and it should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

The performance security will be forfeited in the event of a breach of contract by the bidder/contractor. It shall be refunded to the bidder/contractor without interest, after he duly performs and completes the contract in all respects but not later than sixty days of completion of all such obligations including the warranty under the contract

13: Arbitration Clause:- Disputes & Arbitration (for PSUs only)- "All the Disputes and differences arising out of or in any way touching or concerning this agreement between the parties shall be resolved by a reference to the permanent Machinery of Arbitrators (PMA) i.e. to the Sole Arbitrator in the department of Public Enterprises as per the O.M.No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22/05/2018 issued by the Department of Public Enterprises, Ministry of Heavy Enterprises (Govt of India) and for all purposes of the arbitration the rules and procedure prescribed therein shall be applicable".

14: DECLARATION under Companies Act:

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

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

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

15: No Deviation Certificate: We certify that, "there is no deviation in the offer submitted by us, from the Bid/tender terms & conditions on GeM Portal. In case if there is any difference in any terms & conditions, the same may be ignored and considered to have been

en accepted by us in toto as per bid document on GeM". Bidder to upload the "No Deviation Certificate".

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

<p>ANNEXURE-A: FORMAT FOR UNDERTAKING TO BE SUBMITTED/UPL LOADED BY BIDDER ALONG WITH THE TENDER DOCUMENTS</p> <p>I(Name and Designation) appointed as the attorney/ authorized signatory of the bidder (including its constituents) M/s. (hereinafter called the bidder) the purpose of the Tender Documents foras per the tender No..... of(MOIL), do hereby solemnly affirm and state on the behalf of the bidder including its constituents as under:</p> <ol style="list-style-type: none">1. I/We the bidder(s) am/are signing this document after carefully reading the contents of the above mentioned tender.2. I/We declare and certify that I/we have not made any misleading or false representation anywhere in the tender submitted including the annexures thereto.3. I/We also understand that my/ our offer will be evaluated based on the documents/ credentials submitted along with the offer and same shall be binding upon me/us.4. I/We declare that the information and documents submitted along with the tender documents by me/ us are complete and correct and I/we are fully responsible for the authenticity and correctness of the information and documents, submitted by us.5. I/We understand that at any time during process for evaluation of tenders , if any information / document submitted by me / us are found to be suppressing facts / forged / false / fabricated / fudged or incorrect, it shall lead to forfeiture of the EMD, if submitted and initiating any legal action as deemed fit the MOIL. Further, I/we (Name of the Bidder) and all my/ our constituents understand that my/ our offer shall be summarily rejected.6. I/We also understand that at any time after award of contract, if the certificate(s) submitted by me / us are found to be suppressing facts / false/ forged/ fabricated / fudged or incorrect, it may lead to termination of the contract, along with forfeiture of EMD / SD and Performance Guarantee if submitted, besides any other action provided in the contract and initiating any legal action as deemed fit by MOIL.7. We declare that "None of our proprietor / partner / Director of the firm/ company has any relationship within the meaning of Section 6 of the Companies Act 2013 with any of the employee working in MOIL Ltd or Director of MOIL".8. We 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". <p style="text-align: center;">SEAL AND SIGNATURE OF THE BIDDER</p> <p>Place:</p> <p>Date:</p>

3.2 Buyer Added Bid Specific ATC:

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

3.3 Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity 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.

3.4 Generic

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

The material shall be despatched to Government District Hospital of Balaghat (M.P) & invoice should be generated on name of Shri R.L. Sharma, AGM(Civil), MOIL BHAWAN, 1A, KATOL ROAD, NAGPUR-440 013, with GSTIN: 27AAACM8952A1ZL as per bid document. i.e. IN THE TAX INVOICE TO BE ISSUED BY THE SUPPLIER, SHIP TO PARTY WILL BE GOVERNMENT DISTRICT HOSPITAL OF BALAGHAT (M.P) & BILLED TO PARTY WILL BE SHRI R.L. SHARMA, AGM(CIVIL) MOIL BHAWAN, 1A, KATOL ROAD, NAGPUR-440 013, WITH GSTIN: 27AA

3.5 *Generic*

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

3.6 *Generic*

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

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

3.7 *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

3.8 *Generic*

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

3.9 *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.

3.10 *Scope of Supply:*

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

3.11 *Purchase Preference (Centre):*

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

3.12 *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.

3.13 *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.

3.14 *Service & Support:*

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

3.15 *Service & Support:*

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

3.16 *Certificates:*

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

3.17 *Warranty:*

Warranty period of the supplied products shall be as given in specifications from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

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.

