

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	11-03-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	11-03-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	150 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Coal
विभाग का नाम/Department Name	Materials Management
संगठन का नाम/Organisation Name	Nlc India Limited
कार्यालय का नाम/Office Name	Materials Management
कुल मात्रा/Total Quantity	12
वस्तु श्रेणी /Item Category	Crawler Bulldozer (V2) (Q2)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),Additional Doc 1 (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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	10
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3

बिड विवरण/Bid Details	
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	2500000

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	33

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

#### लाभार्थी /Beneficiary :

CGM

Chief General Manager, P&M Section, Materials Management Complex, NLC India Limited, Block 27, Neyveli 607807, TN

(Govindarajan B)

## UIN Number NCTGC2415P

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

### एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

### एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

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 first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

### **Crawler Bulldozer (V2) ( 12 pieces )**

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

#### **तकनीकी विशिष्टियाँ /Technical Specifications**

[\\* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

<b>विवरण/Specification</b>	<b>विशिष्टि का नाम /Specification Name</b>	<b>बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)</b>
Generic Parameters	<b>Operating Mass (standard machine)</b>	Any applicable numeric value ( <b>kilogram</b> )
Constructional Parameters	<b>Blade/Dozing Capacity(Cum)</b>	Any applicable numeric value
	<b>Maximum digging depth</b>	Any applicable numeric value ( <b>millimeter</b> )
	<b>Maximum lifting height</b>	Any applicable numeric value ( <b>millimeter</b> )

**Additional Specification Parameters - Crawler Bulldozer (V2) ( 12 pieces )**

Specification Parameter Name	Bid Requirement (Allowed Values)
Minimum Engine Rated Power (HP)	Suitable water cooled four stroke turbo charged diesel engine capable of developing not less than 300HP at fly wheel

\* Bidders offering must also comply with the additional specification parameters mentioned above.

**परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	K G Raj	607807,MINES SUB STORES, NEW SERVICE UNIT, NLC INDIA LIMITED, NEYVELI	12	180

**क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions****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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

**2. Scope of Supply**

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

**3. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**Material: Dozers of Engine capacity not less than 300 HP****PQR 1:**

The bidder should be a manufacturer / Authorized dealer / Authorized Distributor of Heavy Earth Moving Machinery.

**Documentary Evidence for PQR 1:****For Manufacturer:**

Copy of any one of the certificate from the following agencies valid on the date of original tender opening and duly attested by the Notary Public / Chartered Accountant shall be furnished.

- (i) Bureau of Indian Standards (BIS).
- (ii) National Small Industries Corporation Limited (NSIC).
- (iii) Small Scale Industries Ltd. (SSI)
- (iv) District Industries Centers (DIC)
- (v) UDYAM Registration certificate (URC).
- (vi) Government or any accredited agency for International Organization for Standardization (ISO)

**For Authorized Dealer/Authorized Distributor:**

Authorization letter from the manufacturer in their letter head, appointing as Authorized Dealer / Authorized Distributor to supply Dozer.

The letter from the Manufacturer must indicate the tender reference. Authorized Dealer / Authorized Distributor shall also submit the Notary Public / Chartered Accountant attested copy of manufacturing proof of their manufacturer (OEM) as mentioned in the above PQR 1.

An undertaking from the principal/manufacturer agreeing to ensure services and supply of required spares in time after sales for trouble free operation of the supplied Dozer. An undertaking from the Manufacturer stating that in the event, for any reasons, the dealership/ distributorship gets terminated, the Manufacturer shall execute the contract with the Purchaser by manufacturer or any designated dealer/distributor, as though, it is his own and in all such cases provide directly to the Purchaser, financial and technical guarantee as prescribed in the tender specifications.

**PQR 2 :**

The bidder should have supplied at least 03 Nos. of Dozer of Engine capacity not less than 300 HP to Government / Quasi-Government / Public Sector undertakings / Public limited companies in India within last seven years as on the original scheduled date of tender opening. If bidder is a dealer or distributor, the above Purchase Order can be in the name of the manufacturer / dealer / distributor.

**Documentary Evidence for PQR 2:**

Copy(s) of complete set of purchase order (PO) / work order (WO) with material description & technical specification along with material acceptance certificate or completion certificate or commissioning report or inspection cum receiving report (IRR) or performance certificate.

**PQR 3:**

The performance of the above supplied Dozer should be satisfactory for a minimum period of one year as on the original scheduled date of tender opening.

**Documentary Evidence for PQR 3:**

The performance certificate from the end user in their letter head with the following particulars along with relevant PO / work order copy.

- a. PO/WO reference with date
- b. Qty. of Dozer commissioned
- c. Capacity & model of the Dozer
- d. Date of commissioning and e. Period of performance

Note: If the bidder is the previous supplier of Dozer satisfying PQR conditions above to NLCIL, it is sufficient for the bidders to mention NLCIL PO /work order. The bidder shall be qualified based on their past performance with NLCIL.

**Other Conditions**

1. Offered price to be including all taxes and other incidental charges (if any) for all the essential components & guaranteed spares requested in bid document.
2. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regard

3. The Bidders are requested to submit the requisite documents as per the Contract well in advance of the dispatch of the first consignment.
4. Bidders are requested to furnish Eco friendly/Green energy products manufactured/Supplied if any.
5. MSME Sellers are requested to register themselves in TReDS portal. All the MSME payments will be made through TReDS service platform within the stipulated time

6. **LAND BOUNDARY SHARING:**

Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) **only if the bidder is registered with the Competent Authority**. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.

7. **EMD/ BID GUARANTEE DETAILS:**

The bidder shall furnish EMD amount as mentioned below:

Total EMD Amount for this Bid: **Rs.25,00,000/- (Rupees Twenty Five Lakhs only).**

The bidders shall scan and attach the reference / proof for having remitted the payment along with the bid submitted online.

Note: Returning of EMD will be made to the same account from which amount remitted.

Bidder not registered with NLCIL are request to furnish the following details:

Company Name & Address, Bank Name, Bank A/c No, IFSC Code, GST No, PAN NO and Cancelled cheque.

Note: Returning of EMD will be made to the same account from which amount remitted.

**Exemption of EMD:**

MSE units registered with anyone of the following shall be exempted from Payment of Earnest Money Deposit (EMD) under Public Procurement Policy MSEs Order 2012, provided the product range mentioned in the certificate(s) is the same or similar to tendering material/Item. (Please mention under which NIC 5 Digit code firm is claiming MSME preference with respect to this bid).

Exemption is given to bidders of following category in line with GeM GTC;

- i. Micro and Small Enterprises who are manufacturer of the **Primary Product Category** or Service Provider of the Primary Service Category and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration and through uploaded supporting documents.
- ii. Start-ups as recognized by Department of Industrial Policy and Promotion (DI PP).
- iii. KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.
- iv. Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been.
- v. Sellers / Service Providers holding BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents.
- vi. Central / State PSUs.
- vii. Seller / Service Provider registered with designated Agency / Authority as specified in the bid document by the Buyer – such bidder shall have to upload scanned copy of relevant registration docu

ment in place of EMD document while bidding.

**Traders and agents registered as MSEs are not entitled to avail the above benefits under the Public Procurement Policy.**

8. **Mode of payment:** In the form of Cash remittance through RTGS / NEFT to NLCIL's State Bank of India, Block-2, Neyveli-607801, Account Number 10895129088. The IFSC code of branch is SBIN 0000958 and Bank Branch Code is 0958.
9. No interest shall be payable upon the Bid Security / EMD or any other amounts payable by the Seller to the Buyer under the Contract

**NOTE:**

Insurance Surety Bonds/Account Payee Demand Draft/Bank Guarantee (including e-Bank Guarantee) from a commercial Bank/Online Payment is accepted.

The bidders shall scan and attach the reference / proof for having remitted the payment as above along with the bid submitted online and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid Opening date.

Bid Security submitted by the bidder shall be forfeited,

if the bidder:

- i. Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid; or
- ii. If it comes to notice that the information / documents furnished in its bid is false, misleading or forged; or
- iii. Fails to furnish requisite performance security within stipulated time required as per e-bid / RA conditions.
- iv. Non acceptance of the GeM Contract / Purchase Order by the bidder when issued within the validity period, including extensions, if any.
- v. Failure to furnish valid contract performance guarantee by the bidder within the time stipulated in the GeM Contract / P.O.
- vi. On the happening of any other contingencies mentioned in the bid documents.

Besides the Bidder will be Banned/Suspended for a fixed period at the discretion of NLCIL/GeM from participating in any of the NLCIL's tenders / GeM Bids.

**10. Affidavit**

**Bidders are requested to furnish the accepted and signed affidavit in the firm's letter head as below along with the GeM Bid.**

We do hereby declare that the contents of the offer submitted against this tender have been submitted after fully understanding that the information contained in the offer and the documents enclosed/ provided along with the bid are true, correct and complete in every aspect and that if any information contained therein found to be false/incorrect/fabricated, offer shall be considered as null and void and we shall be liable for any penal action as per the provisions of Law for the time being in force.

I / We / Partner / Legal Attorney / Proprietor / Accredited Representative of our company declare that, we are submitting our offer / bid for the supply of equipments / materials / works / services for this tender.

The contents/enclosures/documents of the offer are submitted after fully understanding that all the information furnished by me / us are correct and true and complete in every respect and all documents/credentials submitted along with the offer/bid are genuine, authentic, true and valid

During the verification of offer or even at a later date, if any information or document submitted by me/us found to be false /fabricated/ incorrect, the said offer shall be considered absolutely null and void and action as deemed fit shall be taken against me / us including forfeiture of EMD/Bid Guarantee/ Security Deposit /Contract Performance Guarantee and action of suspension/banning/debarring/ blacklisting of my / our firm (including all partners of the firm)/company as per

r the tender conditions and law.

**11. Declaration by the bidder regarding banning/debarring:**

The Declaration shall be given in the letter head of Bidding firm and to be signed by Authorized Signatory

I/We, hereby declare that our Firm/Entity/Company is not banned/debarred by any other Central Public Sector Enterprises (CPSEs)/Government Entities as on the date of original scheduled date of tender opening. I/We, hereby agree that in case while processing the tender or during post award of tender, any such banned/debarred instances by other Central Public Sector Enterprises (CPSEs) / Government Entities, is known to NLCIL, the same will amount to the suppression of the material information, and our offer / bid will be disqualified by NLCIL, if the tender is under process. If already awarded, then the Purchase Order/Contract will be terminated by NLCIL.

In the above circumstances, I/We, will not have any claim on NLCIL towards such disqualification or termination of Contract/Purchase Order.

Signature:

Name in Block Letter:

Designation:

Date:

Company Seal:

Note: "Any firm which is placed under Suspension/ Banning by NLCIL will not be allowed to participate in any tender issued on or after the date of suspension/banning order and also if that firm has already participated in any tender, which is under process their bid will not be considered for further processing."

**12.0 Integrity Pact:**

- O Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid.

This tender covers under Integrity Pact. Bidders are requested to submit the signed Integrity Pact as given in the attachment. Bidders can also download the Integrity Pact Format from [www.nlcindia.in](http://www.nlcindia.in)>Tenders> Integrity Pact format.

**Note:**

Submission of Integrity Pact format will be a preliminary qualification to participate in the bidding.

The main role and responsibility of IEM is to resolve issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts completion or indicates bias towards some bidders. IEMs are expected to examine process integrity and not expected to concern themselves with fixing of responsibility on officers.

**13.0 This tender is also governed by the following conditions:**

- i. Combined Bank Guarantee for Contract Performance (CBG ):

The successful bidder shall be required to furnish the Combined Bank Guarantee for faithful performance and warranty for an amount equal to 5% of total order value for the period mentioned in the bid document. (CPG should be valid for a period of three months beyond the expiry of warranty period).

- ii. General Guarantee for Warranty (GGW):

The successful bidder shall be required to furnish General Guarantee for Warranty (GGW) in NLCIL standard format in non-judicial Rs.80/- stamp paper of value Rs.80/- as per format available NLCIL web site [www.nlcindia.in](http://www.nlcindia.in) for the warranty period of the equipment.

- iii. Successful bidder is requested to submit CBG/ePBG within 60 days from the date of GeM contract

t.

Chief General Manager

MM Complex (P&M section)

Dr.Rajendra Prasad Road;

Block 27; Neyveli -607807 Dist: Cuddalore TN.

iv. Payment will be made only after receipt and acceptance of CBG/ePBG & GGW by NLCIL.

#### **14.0 Local content Certificate:**

Bidder is required to provide certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) .

Local Content Certificate should contain following details:

- (i) GeM Bid number
- (ii) Material Description
- (iii) Percentage of Local Content for evaluating the bidder as Class-I local supplier or Class-II local supplier
- (iv) Place of local addition

Local Content certificate can be considered after verifying the availability of the above points in the Local Content Certificate

Verification of local content:

The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be Permitted to provide the certificate for local content from Cost/ Chartered after completion of the contract within time limit acceptable to the procuring entity. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-I/ to Non-local, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.

End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

#### **15.0 New Firm Inspection:**

Bidders, who have participated in this bid and will be short listed with respect to Bid guarantee, PQR, Technical and Commercial conditions and have not supplied any item to NLCIL will be inspected at their works by nominated officials for assessing their credentials and capabilities.

If the bidder is a Distributor/Dealer/Stockiest/Channel partner, their place not to be inspected since there are no technical matters to verify. However their principal OEM, will be inspected.

#### **16.0 PRICE FALL CLAUSE:**

"The Bidder undertakes that it has not offered to supply/supplied/is not supplying same or similar product / systems or sub systems at a price lower than that offered in the present bid in respect of any Organization / Ministry / Department of the Govt. of India or other PSU or any other private organization during the currency of the contract and if it is found at any stage that same or similar p

product / systems or sub systems was supplied by the bidder to any Organization / Ministry / Department of the Govt. of India or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded.

Signature of the Bidder:

Company's Seal:

Date:

Place

#### **17.0 Bid Price:**

“Bidders are advised to quote the most competitive price in the initial bid as well as in Reverse Auction (RA), wherever applicable, since there will not be post tendering negotiations except with L1 bidder under any circumstance”

**The bidder has to furnish their responses duly signed and stamped, with relevant supporting documents wherever applicable to the Terms & Conditions, Technical Specifications and Questionnaire given in buyer uploaded ATC.**

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

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

### **अस्वीकरण/Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.

11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

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

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

**---धन्यवाद/Thank You---**