

**बिड दस्तावेज़ / Bid Document**

<b>बिड विवरण/Bid Details</b>	
<b>बिड बंद होने की तारीख/समय /Bid End Date/Time</b>	20-02-2026 16:00:00
<b>बिड खुलने की तारीख/समय /Bid Opening Date/Time</b>	20-02-2026 16:30:00
<b>बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)</b>	180 (Days)
<b>मंत्रालय/राज्य का नाम/Ministry/State Name</b>	Ministry Of Steel
<b>विभाग का नाम/Department Name</b>	Nmdc Limited
<b>संगठन का नाम/Organisation Name</b>	Nmdc Limited
<b>कार्यालय का नाम/Office Name</b>	Kirandul Complex
<b>कुल मात्रा/Total Quantity</b>	2
<b>वस्तु श्रेणी /Item Category</b>	2200007934_ DIESEL OPERATED FORK LIFT 05 TON CAPACITY
<b>GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS</b>	Diesel Operated Fork Lift
<b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>	Forklifts (V2) as per IS 6765:2003 and IS 10517, Self Propelled Boom Lift Platform, Hand-Operated Universal Gearless Pulling and Lifting Machines Conforming to IS 5604, Wheeled Skid Steer Loader (V2) as per IS / ISO 7131 (Latest), Vehicle Mounted Dry and Wet Garbage Suction Machine
<b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b>	<ul style="list-style-type: none"> <li>• Vehicle Mounted Dry and Wet Garbage Suction Machine</li> <li>• Forklifts (V2) as per IS 6765:2003 and IS 10517</li> <li>• Self Propelled Boom Lift Platform</li> </ul>
<b>एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover</b>	No
<b>स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover</b>	No
<b>विक्रेता से मांगे गए दस्तावेज़/Document required from seller</b>	Experience Criteria,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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू 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	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
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	2 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	40280

#### ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कटेगरी 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 :**

GM (Materials)  
NMDC Limited, BIOM Kirandul Complex, South Bastar, Dantewada, 494556  
(Hod Materials)

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.

## 2200007934\_ DIESEL OPERATED FORK LIFT 05 TON CAPACITY ( 2 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

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<a href="#">Download</a>
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### परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Mohammad Mehboob Ullah	494556,NMDC LIMITED, KIRANDUL COMPLEX	2	150

### 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) : Only supply of Goods

## 3. **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.

## 4. **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.

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

Buyer Added text based ATC clauses

### **ADDITIONAL TERMS AND CONDITIONS**

1. Quoted price should be firm & fixed for the entire supply/delivery period inclusive of Packing & Forwar

ding, Freight, Loading, Unloading & Insurance charges and GST as applicable as per GEM Price Format on FOR Destination basis to be unloaded at Hilltop Stores, Kirandul (C.G.) which is approximately 10KM from Kirandul Main Stores.

2. Unloading of the material at our Hilltop Stores, Kirandul (C.G.) will be responsibility of the bidder.

3. **Earnest Money Deposit (EMD):**

Bidders are required to deposit/Submit EMD of **Rs. 40,280 00/-** in favour of NMDC Limited, from any Nationalized Indian Bank /Scheduled Commercial Bank (except cooperative and Gramin Bank) including a foreign bank having a branch in India in either of the following modes. **However, for item wise/ Schedule wise evaluation, please submit the EMD as per GeM schedules only.**

a) Online transfer through bank.

Detailed procedure for online transfer through SB collects is as follows:

1. Visit [www.onlinesbi.sbi](http://www.onlinesbi.sbi)
2. Click on **SB Collect**
3. **Tick** the terms acceptance box and Click on **Proceed**
4. On State Bank Collect Page Select State - **Chhattisgarh** and Select Type of Corporation - **PSU** then Click on **GO button**
5. Select PSU- **National Mineral Development Corporation** and **Submit**
6. Select the **Payment Category of Kirandul Complex**
7. Fill the **details** on the Details of Payment Page and Submit
8. Select the payment **Method** in the given List
9. Complete the payment process
10. **Receipt of the EMD payment will be generated which is to be uploaded in the bid.**

b) Bank Guarantee valid for 6 months + 3 months claim expiry period in a prescribed format enclosed (Annexure-II) herewith and favouring NMDC. The supplier shall forward the original EMD BG to "GM (Materials), NMDC BIOM Kirandul Complex-494556, C.G." through speed post. Original EMD BG should receive at our end within 14 days after opening of bid. Copy of EMD BG shall be uploaded in the bid. For BG preparation, details of NMDC account is as follows:

**Details of NMDC Account: -**

Account Name: NMDC LIMITED, Kirandul Complex,  
Account No:10727544113,  
IFSC code no: SBIN0002866,  
Name of Banker: State Bank of India, Kirandul.

c) Demand Draft (DD). The supplier shall forward the original DD to "GM (Materials), NMDC BIOM Kirandul Complex-494556, C.G." Original DD should receive at our end within 14 days after opening of bid. Copy of EMD DD shall be uploaded in the bid.

d) Tenderers of Micro & Small Enterprises (MSEs) registered with UDYAM will be exempted from paym

ent of Earnest Money Deposit against submission of documentary proof of such registration certificate as a manufacturer for the tendered items/ item category/group under Udyam Registration. **Traders /Dealers have to submit EMD, only MSE manufacturers of the quoted item/items are exempted. Further, Medium firms are also not eligible for any MSE benefits.**

- e) EMD submitted in any other format/mode other than specified above shall not be acceptable.
- f) The tenders received without EMD shall be summarily rejected.
- g) EMD exemption shall be applicable as per GeM guidelines.
- h) No interest will be paid on EMD amount and would be refunded to the unsuccessful tenderers after placement of the order. However, in case of successful tenderer EMD will be returned after receipt of Security Deposit wherever applicable.
- i) Bidder shall be responsible for the correctness and completeness of the BG / DD / Bank transfer submitted towards EMD. In case the EMD submitted is not as per the value/ BG specified in the tender, the same may be summarily rejected.**

4. **PRICE PURCHASE PREFERENCE TO MAKE IN INDIA CLAUSE** This Tender is being invited for procurement from indigenous sources. No foreign exchange or import license for importing equipment or component, raw materials, spares, or know-how will be arranged for or provided by the Purchaser. Efforts shall be made to use indigenous components to the extent possible.

Public Procurement Policy (Preference to Make in India) GOI Order No. P-45021/2/2017-B.E.-II dtd 15.06.2017 read with revised Order No. P-45021/2/2017-PP(BE-II) dtd. 16.09.2020 and subsequent amendments/orders, if any shall be applicable to this tender. Bidders are requested to fill the format as enclosed at Annexure-1.

#### **ANNEXURE-1**

#### **PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA)**

**(ON LETTER HEAD OF THE FIRM)**

#### **SELF CERTIFICATION REGARDING LOCAL CONTENT**

We ..... (Name of Firm) hereby certify that the offered materials are having the LOCAL CONTENT Minimum 50% and hence we come under Class I Local Supplier as per definition of Make in India policy of Govt of India.

The address of Manufacturing Unit:

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**We also understand that the false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.**

(Sign & Seal)

(OR)

We ..... (Name of Firm) hereby certify that the offered materials are having the LOCAL CONTENT Minimum 20% and hence comes under Class II Local Supplier as per definition of Make in India policy of Govt of India.

The address of Manufacturing Unit:

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**We also understand that the false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.**

(Sign & Seal)

NOTE:

- 1) Self declaration has to be submitted in the Company Letter head by the bidder.
- 2) Class I Local supplier only shall get purchase preference as per Make in India Policy.

5. **BIDDERS FROM COUNTRIES SHARING LAND BORDER WITH INDIA:** "The Govt. of India Order O.M No: F. No: 6/18/2019-PPD dated 23-07-2020 w.r.t the bidders from countries sharing land border with India and any other orders/ circulars related if any shall be applicable". Bidders are required to adhere to the same.

Please furnish the details as per **Annexure- 2**.

#### **ANNEXURE-2**

#### **CERTIFICATE OF CONFORMANCE TO BORDER SHARING CLAUSE**

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s \_\_\_\_\_ (Name of Bidder) is:

- i). Not from such a country [       ]
- ii). If from such a country, has been registered with the [       ] Competent Authority.

(Evidence of valid registration by the Competent Authority shall be attached)

**(Bidder is to tick appropriate option (✓ or X) above).**

We hereby certify that bidder M/s \_\_\_\_\_ (Name of Bidder) fulfills all requirements in this regard and is eligible to be considered against the tender.

Place: Signature of Authorized Signatory of Bidder

Date: Name:

6. **Pre-Qualification Criteria (PQC):** The prospective Bidder (which term shall mean and include the manufacturer and/ or its agent(s,) viz. Authorized Distributor/Dealer/Channel partner/ Marketing/ Trading houses or by whatever other name is known) must have supplied and commissioned, jointly or severally as the case may be at least **One (01) Nos. of Diesel Operated Fork Lift of 5 Ton or higher capacity** in India during the last 10 years ending last day of the month previous to the one in which tenders are invited. At least 01 no. of such equipment must be working satisfactorily in India for a minimum period of one year during the period from the date of commissioning to the day ending last day of the month previous to the one in which tenders are invited. Documentary evidence to the above should be enclosed.

List of Required documents for PQC Evaluation:

- 1) Copy of purchase order/ work order/ contract/ agreement
- 2) Copy of the invoice raised against same purchase order/ work order/ contract/ agreement as per s.no:1 above
- 3) Copy of performance report indicating the same purchase order/ work order/ contract/ agreement as per s.no:1 above.
- 4) 4) Copy of Manufacturer Authorization Letter (if any).

NMDC reserves the right to verify the above or get the performance details from the concerned buyer/ customers of equipment.

The bidder should have well established after sales service, parts network and repair facility in India either through themselves or through their authorized service agents. In case the bidder does not have such facility in India, they should establish such facility within 03 months of supply of the equipment (**Self certificate has to be attached**).

B) INTERNAL PERFORMANCE IN PQC: -

NMDC reserves the right to verify the internal performance of the earlier supplied similar/ higher capacity equipment, in the assessment period as mentioned in the PQC clause. The internal performance reports obtained from user departments will be preferred over the performance reports submitted by the bidder and the decision of NMDC regarding the techno-commercial evaluation of the offer will be final.

**Note:** Bidder shall submit the copies of PO, invoice & performance certificate against PQC along with the offer, failing which your offer shall be liable for rejection without any further correspondence. No new PO's & their corresponding documents shall be acceptable after opening of bid & only related shortfall documents should be asked for and considered. The shortfall information/ documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which

h have not undergone change since then.

For example,

i) If the bidder has submitted a valid Supply order (SO)/ Purchase Order (PO)/ Work Order (WO)/ Letter of Intent (LoI) as per the PQC, then only corresponding documents related to subject PO such as Invoice copy, Performance Certificate & other documents can be asked for and considered. However, no new supply order/ Purchase Order/ Work Order & any other document should be asked so as to qualify the bidder.

ii) If the bidder has submitted a Valid Work completion certificate/ Performance Certificate as per the PQC then only corresponding documents related to subject Work completion certificate/ Performance Certificate such as PO/WO/SO copies, Invoice Copies & other documents can be asked for and considered. However, no new Work completion certificate/ Performance Certificate & any other document should be asked so as to qualify the bidder.

iii) If the bidder has submitted a valid Invoice copy or other similar document containing proof of Invoice as per the PQC then only corresponding documents related to subject Invoice such as PO/WO/SO copies, Performance Certificate and other documents can be asked for and considered. However, no new Invoice copy & any other document should be asked so as to qualify the bidder.

7. For MSE & MII benefits, bidder shall apply in GEM portal for Purchase Preference. MSE purchase preference as per Govt guidelines shall be considered only for manufacturers registered with UDYAM certificate and not for Traders/Distributors/Dealers/Resellers.
8. **WARRANTY:** Standard warranty required as 12 months from the date of receipt, acceptance & commissioning or 18 months from the date of dispatch, whichever is earlier against any Manufacturing defects, faulty materials and bad workmanship. The warranty should be comprehensive and cover all bought-out items that go in to Manufacturing of the item. Any defects noticed during the warranty period shall have to be rectified or materials replaced at your cost. Materials not confirming to specifications shall be rejected and returned to the supplier at their risk and cost.
9. **Pre-Dispatch Inspection (PDI):** Initial inspection may be carried out before dispatch at consignee's discretion by NMDC's representative. The Inspection schedule shall be drawn well in advance and the supplier shall give at least 15 days advance notice for the inspector to carry out the inspection. For inspection procedure or waive of inspection you may contact the consignee directly.
10. **INSPECTION:** - Final inspection of the materials shall be carried out at our Project site after receipt of the materials (even if pre-dispatch inspection is carried out) which will be final & binding. In case the stores supplied are rejected either fully or partly on account of defects, bad workmanship or other reasons, the supplier will have to arrange for free replacement of the same up to destination point. The freight and incidental charges for return of the rejected materials will have to be borne by the supplier. In case, rejected materials are not collected within 30 days after receipt of rejection notice, no liability in respect of loss, damage, deterioration etc shall lie with the corporation. Ground rent will be charged. After reasonable period the material will be disposed off without making any back reference.

11. **Price fall clause:** The price charged for the stores supplied under the contract shall in no event exceed the lowest price at which the stores of identical description are sold to any other government department undertaking/ ministry during the period of the contract. If the sale price is reduced to lower than that chargeable under the contract, such reduction shall forthwith be notified to the direct demanding officer (DDO) and stores supplied after the date of coming into force, such reduction or sale, shall be correspondingly reduced.

**The firm shall also certify and submit the below in your letter head duly seal and signed:**

*"We certify that the stores of description identical to the stores supplied under the contract herein have not been sold by us to any other Government department undertaking/ministry during the period under contract at a price lower than the price charged to NMDC under this contract".*

12. **Delivery Period:-** The indented items are required urgently at our Project. You are requested to quote the shortest delivery period in your offer. In case delivery period is not mentioned by the bidder, the delivery period mentioned in GEM Bid will be applicable.
13. **Payment terms:** 90% payment along with full taxes and duties is payable against delivery of capital equipment on upload of invoice in NMDC VIM portal.

Balance 10% amount is payable after acceptance of the equipment on submission of PBG for 10% contract value (excluding taxes) from any Nationalized Bank/Scheduled Commercial Bank.

14. As part of NMDC's commitment towards having more transparent & automated bills payable processing, NMDC has developed Vendor Invoice Management (VIM) Portal an advanced digital solution for Invoice Processing. Bidders have to register themselves in Vendor Self Service Portal <https://vim.nmdc.co.in/velocious-portal-app/> which facilitate Vendors to submit invoice through Web Portal. It is mandatory for vendors to submit their invoices through Vendor Invoice Management Portal for payment processing.

For creating the vendor code, all the bidders are required to submit the followings documents along with their offer:

1. GSTIN Certificate
2. Certificate of Incorporation
3. PAN Card Copy
4. UDYAM Registration, if applicable
5. Bank Mandate form (Sealed & signed)
6. Bank Details with cancelled Cheque Copy
7. Valid Email ID (It will be used for all future transactions between NMDC & bidder)
8. Valid mobile no (It will be used for future correspondence)

15. "NMDC has registered with M/s RXIL, M/s A TReDS Ltd and M/s M1xchangeportals for releasing MSE vendor's payment through TReDS portal. All MSE vendors are requested to register on any one of the portals to release payment through TReDS Portal.

In case any MSE vendor is not willing to process their payment through TReDS portal, that vendor should confirm non willingness. In such case, payment will be released as per NMDC standard payment

nt terms”.

16. **Issue of E-Invoices:** It is mandatory to issue E-invoice whenever the turnover of your company exceeds rupees five crores. Hence you are requested to submit E-invoice when turnover exceeds five crores. In case, E-invoice is not applicable, then please submit turnover certificate without fail.
17. **LIQUIDATED DAMAGES (LD):** In the event of placement of an order, the Supplier fails to deliver the stores in full or part thereof within the delivery date the corporation shall reserves the right to levy penalty on the Supplier @0. 5% of the basic price of undelivered stores per each week or part thereof but not exceeding 5% of the value of such materials.
18. **VALIDITY:** - Your offer should be initially kept valid for 180 days from the date of tender opening and to be extended for further period if necessary.
19. **SECURITY DEPOSIT:** In the event of placement of an order, the supplier shall deposit to NMDC Ltd @ 5 % of the Contract value (excluding taxes) within 30 days of PO towards Security Deposit ( As per NMDC format only) of the contract from any Nationalized Indian Bank/ Scheduled Commercial Bank (except cooperative and Gramin Bank) including a foreign bank having a branch in India in either of the following modes:
  - a. Demand Draft (DD) / Bank Guarantee for delivery period + 3 months claim period.
  - b. Bank transfer through NEFT / RTGS / SWIFT to NMDC bank account mentioned in tender document. The proof of such transfer / transaction like UTR number / SWIFT copy etc. needs to be submitted to NMDC within 30 days of Order placement.

In case the bidder does not agree to submit Security Deposit as stipulated in the tender conditions, their offer shall be rejected, except for the Bidders, who have got exemption for submitting the Security Deposit as per Government guidelines.

In case the materials are supplied as per PO quantity and received within 30 days of PO, the security deposit shall be exempted.

**In the event of placement of an order, should the supplier fail to submit the Security Deposit within 30 days of PO, a penal interest at 12% per annum of the SD amount shall be charged beyond 30 days i.e. from the 31st day of effective date of contract.**

In case the materials are supplied as per PO quantity and received **within 30 days** of PO, the security deposit **shall be exempted.**

20. **PERFORMANCE BANK GUARANTEE:** - You are required to furnish bank guarantee for 10% contract value (excluding taxes) towards satisfactory performance of the supplied item (As per NMDC format only) . This BG should be drawn from any Nationalized Indian Bank/ Scheduled commercial bank (**except Co-operative and Gramin Bank**) including a foreign bank having a branch in India for warranty period plus three months grace/claim period. **Please note that the original BG should be forwarded through bank directly to us.**

**In the event of placement of an order, should the supplier fail to submit the PBG within 30 days of material Acceptance, a penal interest at 12% per annum of the PBG amount shall be charged beyond 30 days i.e. from the 31st day of effective date of Acceptance of material.**

**Details of NMDC Account: -**

Account Name: NMDC LIMITED, Kirandul Complex,

Account No:10727544113,

IFSC code no: SBIN0002866,

Name of Banker: State Bank of India, Kirandul.

21. After publishing of tender in GeM portal, if prospective bidders want to submit any representation/clarification/request against the GeM tender, the same can be submitted in GEM Portal through GEM representation window within the stipulated time period. Any representation/clarification/request through email against the GeM tender shall not be entertained except request for tender opening date extension which will be at the discretion of NMDC due to administrative reasons.
22. **Clarification of Bids/ Shortfall Documents:** Bidder shall submit all the necessary documents and technical details in the offer. Your offer will be evaluated based on the documents submitted by you. No post-bid clarification at the initiative of the bidder shall be entertained by NMDC. In case of any shortfall of documents, NMDC shall seek the respective clarifications from the concerned bidders. However, no new credentials shall be allowed to be submitted after the opening of the bids. The shortfall information/documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then.  
  
(Example: if the Permanent Account Number, registration with sales tax/ VAT has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above). So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a supply order without its completion/performance certificate, the certificate can be asked for and considered. However, no new supply order should be asked so as to qualify the bidder.
23. **Spare Supports:** Successful bidder should provide Spares Support for a minimum period of 10 Years from the date of receipt of Contract/Order.
24. **Initial Spares:** Successful bidder should supply of Initial Spares with Accessories along with Equipment/item (Refer Technical Specification document).
25. **Certifications:** Successful bidder should submit Certificate w.r.t. Stability Test, Acceptance criteria, Latest CEV Emission Norms Compliance, Hydraulic Cylinder and Engine Test Certificates along with Equipment/item (Refer Technical Specification document).
26. Bidders have to submit the signed and stamped copy of the technical specification document (uploaded in bid document) along with their offer. Any deviations on technical and commercial points are required to be brought out clearly in a separate sheet.
27. The corporation reserves the right to reject or accept any tender in part or full without assigning any reasons, or place order for part of full quantity. The corporation also reserves the right to load on

various parameters in case of deviations from the tender condition at rates deemed fit without any discussions/ correspondence with the tenderer.

28. NMDC is having rate contract with M/s. ARC (M.no. 9685464295) & M/s. Balan Transport (M.no. 942 4293692) for transportation of goods to our project. Hence you may preferably book the consignment with the above transporters.
29. Please indicate applicable GST rate in “%” for each line items of the bid. The quoted price should be including Freight charges, GST, Packing and Insurance Charges.
30. **SETTLEMENT OF DISPUTES:** All disputes or differences arising out of or in connection with this tender / order shall be subject to the exclusive jurisdiction of Dantewada/Jagdulpur courts.

#### 2.1 CONCILIATION:

Any dispute, question, claim or difference arising out of or concerning this tender/ contract between the parties shall be settled through mutual negotiation by the parties and parties shall make all endeavors to settle this matter amicably. In case such amicable settlements is not possible, the parties shall take recourse to the conciliation proceedings for resolving such dispute, question, claim or differences.

The Conciliatory Committee shall comprise of the following:

- (i) A nominee of NMDC Management- Member(Independent of the officer handling the case)
- (ii) A nominee of the Supplier/ Contractor - Member(Independent of the officer handling the case)
- (iii) Head of Law/ Law officer of NMDC - Member

The above committee shall conduct the conciliation proceedings in accordance with the provision of the Arbitration and Conciliation Act 1996. The venue of the conciliation shall be at Dantewada. The settlement so arrived at final conciliation shall be binding on both the parties and will not be called in question before any court or forum whatsoever.

Reference to arbitration shall be made only when conciliation has failed.

#### 2.2 Arbitration:

##### 2.2.1. FOR ALL THE TENDERS OTHER THAN GLOBAL TENDERS

2.2.1.1 All disputes or differences which may arise between the Owner and Supplier/ Contractor in connection with this Contract (other than those in respect of which the decision for any person is expressed in the Contract to be final and binding) shall, after written notice by either party to the other and to the HOP of the NMDC Ltd, Kirandul Complex, Kirandul (who will be the appointing authority), be referred for adjudication to the sole arbitrator to be appointed as hereinafter provided.

2.2.1.2 The appointing authority will send within ninety days of receipt of the notice of arbitration a panel of three names of persons, not directly connected with work, to the supplier/ Contractor who will select any one of the persons named to be appointed as a sole Arbitrator within 30 days of receipt of name. If the appointing authority fails to send to the Supplier/ Contractor the panel of three names, as aforesaid, within the period specified, the Supplier/Contractor shall send to the appointing authority a panel of three names of persons who shall also be unconnected with the organization by which the work is executed. The appointing authority shall on receipt of the names as aforesaid select any one of the persons named and appoint him as the sole Arbitrator. If the appointing authority fails to select the person and appoint him as the sole Arbitrator within 30 days of receipt of the panel and inform the Supplier/Contractor

accordingly, the Supplier/ Contractor shall be entitled to invoke the provisions of the Indian Arbitration and Conciliation Act 1996 as amended from time to time.

2.3.1.3 The arbitral tribunal shall give reasons for its award. Each party bear its own cost and the cost of arbitration shall be equally borne by the parties. The award rendered in any arbitration hereunder shall be final and binding upon the parties. The parties agree that neither party shall have any right to legal proceedings concerning any dispute under this agreement other than to enforce or facilitate the execution of the award rendered in such arbitration.

2.3.1.4 The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time.

### 2.3.3

2.3.3.1. Arbitration between a Central Public sector undertaking of the Government of India (not under the Ministry of Steel) and the Employer shall be as per the guidelines of Ministry of Heavy Industries and Public Enterprises, Government of India.

2.3.3.2. Arbitration between a Central Public Sector Undertaking of the Government of India under the Ministry of Steel, Government of India and the Employer, shall be as per the guidelines of the Ministry of Steel.

2.3.4. The further progress of any work under the contract shall unless otherwise directed by the Owner / Engineer continues during the arbitration proceedings and no payment due or payable by/ to the Owner shall be withheld on account of such proceedings. It shall not be open to arbitrator to consider and decide whether or not such work shall continue the arbitration proceedings.

2.3.5. The laws applicable to the Contract shall be the laws in force in India. The Courts of Dantewada, Chhattisgarh (State) shall have exclusive jurisdiction in all matters arising under this Contract.

**31. LIMITATION OF LIABILITIES:** Except in cases of criminal negligence of will full non- performance or will full default,

a. The supplier/contractor shall not be liable to the employer, whether in contract, or otherwise for any indirect or consequential loss or damage, loss of production, loss of use, or loss of profits or interest costs.

AND

b. The aggregate liability of the supplier/contractor to the employer, whether under the contract, in tort or otherwise including the cost of repairing or replacing defective equipment's, shall not exceed the 100% (hundred percent) of the contract price plus escalation if applicable as per contract, provided that this limitation shall not apply to any obligation of the contractor to indemnify the employer with respect to copyright, patent infringement, workmen compensation and statutory liabilities in general that the employer may be required to additionally bear due to default of the supplier/contractor.

**32. BANNING OF BUSINESS DEALING:** - For the evaluation of the tenders, NMDC would rely on the documents submitted and declarations made by the tenderer in connection with the tender. Therefore, NMDC expects such documents and declarations to be true and authentic. In case it is found, at any stage, that the documents submitted and / or the declarations made by a tenderer is/ are false, NMDC reserve its right, notwithstanding any other rights/ remedies under the terms and conditions of the tender, to ban business dealing with the tenderer for a period upto two year.

**33. Force Majeure Clause:**

· If at any time during the continuance of the Purchase Order, the performance in whole or in part by either party or any obligation under this Purchase Order is prevented or delayed by reason

of any war, hostility, acts of public enmity, civil commotion, sabotage, fires, floods explosions, epidemics, quarantine restrictions or other acts of God, provided notice of the occurrence if any such event is given by either party to the other within TWENTY-ONE DAYS from the date of occurrence thereof.

- Neither party shall by reason of such event be entitled to terminate this Purchase Order and neither party shall have claim for damage against the performance and deliveries in such cases shall be resumed as soon as practicable after such an event has come to an end or has ceased to exist.

34. **COMPLIANCE TO SA8000:** - Our Company is certified under SA8000 and as such you are required to confirm your company is complying with the SA8000 standards as per Annexure-I.

### **Annexure-3**

#### **Standard Requirements for SA8000**

- The Supplier/contractor shall comply with all requirements of SA 8000:2014 related to Child Labour, Forced and Compulsory Labour, Health & Safety, Freedom of Association & Right to Collective Bargaining, Discrimination, Disciplinary Practices, Working Hours and Remuneration.
- The Supplier/Contractor is obliged to comply with the applicable legal systems in force. In particular, the Supplier/Contractor shall not engage, actively or passively, nor directly or indirectly any child labour (persons below 14 years of age) and shall not violate basic human rights of its employees. Moreover, the Supplier shall take responsibility for the health & safety of its employees. The Supplier shall act in accordance with the applicable environmental laws and will use best efforts to promote the Code of Conduct among its Suppliers.
- The supplier/contractor shall meet the legislations related to working hours, minimum wages and payment of wages.
- NMDC Limited or any third party on behalf of NMDC Limited shall have the right to visit the supplier/contractor premises to ensure compliance with SA 8000:2014 requirements with or without any intimation.
- In addition to other rights and remedies NMDC Limited may have, NMDC may terminate the work order and/or any purchase order issued there under in case of breach of SA 8000:2014 related obligations by the Supplier/Contractor. However, provided that if the Supplier's/Contractor's breach of contract can be rectified, then NMDC Limited's right to terminate the work order and/or any purchase is subjected to the provision that such breach has not been remedied by the Supplier within a reasonable grace period set by NMDC Limited.
- Supplier/Contractor shall ensure that its direct and indirect subcontractors employed to perform the works commit themselves to the SA 8000:2014 requirements.

The Supplier/Contractor shall:

- a) Give the highest regard to Employee Health & Safety (EHS) to avoid any injury to any person and willful damage to any property;
- b) Ensure that the management of EHS is an integral and visible part of its work planning and execution processes;
- c) Strive for continuous improvement of its EHS performance;
- d) Obtain B.I.O.M Kirandul Complex, NMDC Limited's IMS policy, understand and implement the applicable content of this policy;
- e) Monitor and evaluate its safety performance to effectively take such actions as appropriate to rectify or improve its overall safety performance;
- f) Ensure that it complies with all applicable EHS laws and any EHS requirements of NMDC Limited in force from time to time.

g) Ensure that in case NMDC Limited produces a safety and health documentation for the site (Occupational Safety Plan) and provides Supplier with a copy of the Occupational Safety Plan, Supplier shall confirm receipt thereof in writing and comply with the regulations contained therein. The same shall apply to updates of the Occupational Safety Plan which NMDC Limited may make as it deems necessary. Supplier shall ensure that its direct and indirect subcontractors employed to perform the works commit themselves to the Occupational Safety Plan and its updates. The supplier shall commit to this clause to avoid any injury to any persons who are legally on the work site including its own personnel, NMDC Ltd.'s personnel and visitors.

35. **Environment:** Bidders shall comply with all Environmental Laws & Contractual Commitments related to Environmental aspects.

36. Checklist for list of documents to be submitted is attached at ATC which is to be duly filled & uploaded along with offer by the bidder.

37. Bid ATC will supersede the other GEM GTC. If any deviations are not mentioned by the bidder, it is deemed that they are agreeing to all Bid ATC.

#### **ANNEXURE-4**

#### **PROFORMA BANK GUARANTEE FOR MATERIALS PERFORMANCE**

**(To be stamped on Rs.100 non-judicial stamp paper)**

**(TO BE USED BY ALL NATIONALISED BANKS/ SCHEDULED COMMERCIAL BANKS)**

**Ref.** \_\_\_\_\_

**Bank Guarantee No.** \_\_\_\_\_

**Date** -----

**To,  
The Consignee**

**Dear Sir,**

In consideration of the NMDC Limited, (hereinafter referred to as the "Owner" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s. \_\_\_\_\_ with its Registered/Head Office at \_\_\_\_\_ (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Owner's Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ and the same having been unequivocally accepted by the contractor resulting in a contract bearing No. \_\_\_\_\_ dated \_\_\_\_\_ valued at \_\_\_\_\_ for \_\_\_\_\_ (scope of contract), and the Contractor having agreed to provide a contract performance guarantee for the faithful performance of the entire contract equivalent to \* \_\_\_\_\_% ( \_\_\_\_\_ percent) of the said value after contract to the Owner.

We \_\_\_\_\_ (i.e. Name and address), having its Head Office at \_\_\_\_\_ (hereinafter referred to as the Bank which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all money payable by the Contractor to the extent of \_\_\_\_\_ as aforesaid at any time up to \*\* \_\_\_\_\_ (i.e. days/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the contractor. Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the owner and contractor or any dispute pending before

e any court, tribunal or any authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the owner and further agrees that the guarantee herein contained shall continue to be enforceable till the owner discharges this guarantee.

The owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by the contractor. The owner shall have the fullest liberty, without affecting this guarantee is postpone from time to time the exercise of any powers, vested in them or of any right which they might have against the contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any convenience contained or implied, in the contract between the owner and contractor or any other course of or remedy or security available to the owner. The Bank shall not be released to its obligations under these presents by any exercise by the owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of the owner or any other indulgence shown by the owner or by any other matters or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the owner at its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the contractor and notwithstanding any security or other guarantee that the owner may have in relation the contractors' liabilities. Materials Management Manual, 2024

1) The Bank guarantee shall remain in full force and effect upto \_\_\_\_ (date) and the Owner shall have the right to demand or claim or en-cash / negotiable this Bank Guarantee within 3 months after the aforesaid date i.e. \_\_\_\_ (date). A demand or claim in writing if received by us within the period i.e. on or before \_\_\_\_ (date) will be honored.

2) This Bank Guarantee shall be extended form time to time for such period by \_\_\_\_\_ on whose behalf this guarantee has been given as desired by the corporation.

**WITNESS**

**DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_ AT \_\_\_\_\_**

Name, Designation, and Code Number of the Bank Officer(s) signing the Guarantee(s)	Name, Designation, and Code Number Telephone No and Address of the Controlling Officer of the Bank

**NOTE:**

\* This sum shall be ten percent (10%) of the contract price.

\*\* The date will be ninety (90) days after the end of the warranty period as specified in the contract.

## ANNEXURE-5

### GUARANTEE BOND FOR SECURITY DEPOSIT (TO BE USED BY ALL NATIONALISED BANKS/ SCHEDULED COMMERCIAL BANKS)

1. In consideration of NMDC Limited, having agreed to exempt (hereinafter called “the said Contractor(s)”) from the demand, under the terms and conditions of an Agreement no. dated made between and for (hereinafter referred to as “the Bank”) do hereby undertake to pay to the NMDC Limited, Hyderabad an amount not exceeding Rs. /- against any loss or damage caused to or suffered or would be caused to or suffered by the NMDC Limited, Hyderabad by reason of any breach by the said Contractor(s) of any of the terms and/or conditions contained in the said Agreement.

2. We Bank Limited, do hereby undertake to pay the amount due and payable under this guarantee without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor, merely/on a demand from NMDC stating that the amount claimed is due by way of loss or damage caused to or would be said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the said Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_/-.

3. We Bank Limited, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the NMDC under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till NMDC certifies that the terms and conditions of the said Agreement have been on is at liberty to ask the Bank before the expiring of this Bank Guarantee to extend the validity/ term of the Bank Guarantee from time to time.

4. We Bank Limited, further agree with the NMDC that the NMDC shall have fullest liberty without our consent and without affecting in any manner or obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the NMDC Limited, against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of NMDC or any indulgence by NMDC to the said Contractor(s) or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We, \_\_\_\_\_ Bank Limited, lastly undertake not revoke this guarantee during its currency except with the previous consent of the NMDC Limited, in Writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ For \_\_\_\_\_ Bank Limited.

Name, Designation, and Code Number of the Bank Officer(s) signing the Guarantee(s)	Name, Designation, and Code Number Telephone No and Address of the Controlling Officer of the Bank

#### 6. 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 कार्रवाई 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---