

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	02-02-2026 11:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	02-02-2026 11:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Steel
विभाग का नाम / Department Name	Nmdc Limited
संगठन का नाम / Organisation Name	Nmdc Limited
कार्यालय का नाम / Office Name	Kirandul Complex
कुल मात्रा / Total Quantity	1
वस्तु श्रेणी / Item Category	XRF Spectrometer
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	XRF Spectrometer
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Energy Dispersive X-ray Fluorescence Spectrometer [ED-XRF], Fluorescence Spectrometer, Handheld XRF analyzers, Fourier Transform Infra Red (FTIR) Spectrometer, Inductively Coupled Plasma Mass Spectrometer (ICPMS) with Accessories (GSI), Optical Emission Spectrometer, Aluminium Cup for XRF Instrument, Gas Chromatography - Triple Quadrupole Mass Spectrometry (GC - MS - MS), Atomic Absorption Spectrophotometer (AAS), X-Ray Diffractometer (XRD)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • Energy Dispersive X-ray Fluorescence Spectrometer [ED-XRF] • Fluorescence Spectrometer • Fourier Transform Infra Red (FTIR) Spectrometer
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

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document *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 दस्तावेजों 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	5
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	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
वार्षिक रखरखाव शुल्क आवश्यक / Annual Maintenance Charges Required	Yes
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	266710

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 हैं। 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 :

HOD

NMDC Limited, BIOM KIRANDUL COMPLEX, SOUTH BASTER, DANTEWADA - 494556

(Gm Material)

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
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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. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

XRF Spectrometer (1 set)

(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	Download
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Annual Maintenance	
Warranty of required product	1 Year
Annual Maintenance Charges Duration (Post Warranty)	3 Year
Annual Maintenance Charges Frequency	Quarterly

*Warranty displayed under the AMC/CMC Details section will supersede the warranty displayed under the catalog specification

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	Mohammad Mehboob Ullah	494556,NMDC LIMITED, KIRANDUL COMPLEX	1	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 Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

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

SUPPLY AND INSTALLATION OF XRF SPECTROMETER WITH NC-AMC FOR 03 YEARS FOR CHEMICAL LAB

ADDITIONAL TERMS AND CONDITIONS

1. **FOR destination basis, firm & fixed:** Quoted price should be firm & fixed for the entire supply/delivery period inclusive of Packing & Forwarding, Freight & Insurance charges along with installation and commissioning and GST as applicable as per GEM Price Format on FOR Destination basis to be unloaded at NMDC, Kirandul (C.G.)

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

Your Tender must be accompanied by EMD of maximum value of Rs. 2,66,710/-. EMD can be submitted in following modes only: -

A. Online transfer through SB collect.

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

1. Visit 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 transfer through IMPS / NEFT / RTGS / SWIFT: -

Our Bank Details:
Details of NMDC Account: -
Account Name: NMDC LIMITED, Kirandul Complex,
Account No:10727544113,
IFSC code no: SBIN0002866,

C. In the form of a Bank Guarantee of equivalent amount drawn from any Nationalized bank / scheduled commercial bank in India, in a prescribed format enclosed (Annexure-III) herewith and favouring NMDC. BG should be valid for a period of six months from the date of submission of your offer. The supplier shall forward the original EMD BG to "GM (Materials), NMDC BIOM Kirandul Complex-494556, C.G." Copy of EMD BG shall be uploaded in the bid.

Our Bank Details:

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.

- D. In a form of Demand Draft in favour of NMDC Limited Kirandul Complex. Valid for 6 months + 3 months claim expiry period.
- E. Tenderers of Micro & Small Enterprises (MSEs) registered with UDYAM will be exempted from payment 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 are exempted.**
- F. EMD submitted in any other format/mode other than specified above shall not be acceptable.
- G. Without EMD the tender will be summarily rejected.
- H. **EMD EXEMPTION:** EMD exemption is also applicable to the category of sellers as defined in the GeM guidelines, subject to submission of valid documentary proof.
- I. No interest will be paid on EMD amount.
- J. 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 specified in the tender, the same shall be summarily rejected.

3. **MSE & MII Purchase Preference:** 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.

4. **MAKE AND MODEL:** Tenderer should clearly indicate the name of the Manufacturer of the item with full specification. The Tenderer shall indicate the Make / Model etc., and also confirm that, the materials offered confirm strictly to our specification. Deviations (if any) to be stated clearly in your offer. Detailed specifications, Catalogues / Technical Literature etc, Samples (wherever required) should be sent with quotation invariably.

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5. **PRE-QUALIFICATION CRITERIA TERMS AND CONDITIONS:**

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 01 nos., of similar equipment internationally (i.e. anywhere in India / outside India) or in India d

uring 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 or Internationally (i.e. anywhere in India / outside 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 commissioning report indicating the same purchase order/ work order/ contract / agreement reference 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) Copy of Manufacturer Authorization Letter.

Similar Equipment means Equipment of same function and same or higher capacity as per the Technical Specifications.

The Bidder should give a self-certificate along with their offer in part- B i.e. technical commercial bid, stating that the desired level of performance guarantee parameters stipulated in the order, have been met and no guarantee/ warranty is pending against the supplied order received by them. However, NMDC reserves the right to verify the above or get the performance details from the concerned buyer/ customers of equipment. Bidders are required to furnish relevant information regarding name of the customer, contact details, supply order reference, date of commissioning, hours already worked and present status. The bidder should have well established after sales service, parts network and repair facility in India or Internationally 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.

All Bidders should submit PQC supporting document details as below:

1. Customer Name
2. PO Qty
3. PO No & Date
4. Installation & Commissioning Date
5. Performance Report Date

II. 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.

- III. In case, the prospective bidder is an authorized dealer for any manufacturer/ OEM, the bidder can submit their principal's past supply credentials also to qualify in the PQC as detailed at point no I above. The bidder also has to submit a letter of authorization from OEM along with their offer.

6. Security Deposit (SD):

- i. Successful bidder(s) have to deposit security deposit to NMDC Ltd @ 5 % of the Basic Contract value within 30 days of PO towards satisfactory performance 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 (including e-BG) 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.
- ii. 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.
- iii. In case the materials are supplied as per PO quantity and received within 30 days of PO, the security deposit shall be exempted.
- iv. 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.**
- v. GoI guidelines issued from time to time regarding Security Deposit shall be followed. For GeM procurement, GeM guidelines on SD shall be followed.

7. PERFORMANCE BANK GUARANTEE (PBG)

In the event of placement of order, the supplier has to submit suitable performance guarantee @ 10% of basic contract value of the equipment, valid for warranty period plus three months claim period in favour of NMDC Limited, issued from any Nationalized Indian Bank/ Scheduled commercial bank (except Co-operative and Gramin Bank) including a foreign bank having a branch in India. The format of Bank Guarantee is enclosed at Annexure-III.

The above BG shall be returned on successful completion of warranty period on submission of PBG for the AMC of the equipment as per clause no 12.

In the event of placement of an order, should the supplier fail to submit the PBG within 30 days of Dispatch/ Acceptance/ Commissioning of materials (as defined in the PO, 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 Dispatch/ Acceptance/ Commissioning of materials.

8. Warranty: Standard warranty required as 12 months from the date of receipt 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 into Manufacturing of the item. Any defects noticed during the warranty period shall have to be rectified or materials replaced at your cost. Materials not conforming to specifications shall be rejected and returned to the supplier at their risk and cost.

9. Integrity Pact:

The bidder must require to accept the “Integrity Pact” enclosed along with the tender document and **shall submit the same in their company letter head duly signed and upload in the GeM portal along with the offer.**

Offer of the tenderer received without scanned copy of duly signed Integrity Pact is liable for rejection.

The original integrity pact should be sent in a sealed cover indicating ‘integrity pact’ along with Bid Reference Number, and has to reach the office of General Manager (Materials), Material Management Department, NMDC Limited, Kirandul Complex, South Bastar, Dantewada - 494556.

A person signing integrity pact shall not approach the courts while representing the matters to IEMS and He/She will await their decision in the Matter.

Format of Integrity Pact is enclosed as Annexure-IV.

The procedure for submission of integrity pact would be as follows: -

- **The Indian bidder should submit the integrity pact on his company’s letter head duly signed by the authorized representative on all pages.**
- In case of overseas bidder, the bidder shall submit the integrity pact on his company’s letter head duly signed by the authorized representative on all pages.
- If the bidder/contractor is a partnership or a consortium, the integrity pact shall be signed by all the partners or consortium members.
- At the time of tender opening, the envelope containing the integrity pact will be opened and signed by the tender issuing officer or his authorized nominee.
- All the pages of the integrity pact should be signed by both, the principal as well as the bidder.
- The bidder should not change the contents of the integrity pact.
- The principal or his representative will sign the Integrity pact after opening of the Tender.
- The details of the External Independent Monitor nominated for this tender are given here as under: -

· **i. Smt. Rajni Sekhri Sibal, IAS (Retd.)**

E-Mail: rajnisekhrisibal@gmail.com

· **ii. Shri P V Rao, IRS (Retd.)**

E-mail: pasupuletirao@yahoo.co.in

10. **Bid Specific OEM Authorization Certificate:** The bidders have to submit a valid Bid Specific OEM authorization certificate along with your offer. Please note offer without Bid Specific OEM authorization certificate is liable for rejection.

11. PRE-DISPATCH INSPECTION & FINAL INSPECTION:

- a) 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 d

ays advance notice for the inspector to carry out the inspection. For inspection procedure or waiver of inspection you may contact the consignee directly.

- b) However, 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.

12. Non-Comprehensive Annual Maintenance Contract (NC-AMC) for 3 years:

The Non-Comprehensive Annual Maintenance Contract (NC-AMC) will be for a period of 3 years after expiry of the guarantee/warranty period of one year. The successful bidder should submit Bank Guarantee for 10% basic value of AMC at the beginning of the AMC period and BG should be valid for 3 years plus 3 months (grace period). The BG should be issued only from any Nationalized Indian Bank/ Scheduled Commercial Bank (except co-operative and Gramin Bank) including a foreign bank having a branch in India.

- a) Preventive maintenance shall be carried out once every three months during AMC period of 3 years. These shall be apart from breakdown maintenance. Complaints are to be attended to within 48 hours of receipt of complaints.
- b) No advance payment will be made by NMDC.
- c) The firm's engineer must visit the site for fine tuning/rectifying the problem during AMC period.
- d) The firm must produce escalation matrix for complaints/issues received regarding the system.
- e) The firm must engage OEM whenever required for smooth and hassle-free operation of the system.
- f) The firm must provide 24x7, 365 days support during AMC period whenever any system related complaint arises.

13. **Payment Terms:** 100% Payment with full applicable Taxes shall be released within 30 days after receipt and acceptance of materials at our Project Site through RTGS on submission of invoice in online mode through NMDC vendor invoice management portal (VIM) for timely release of payment and on submission of following documents:

- ii. PBG @10% of Basic Contract Value.
- iii. Original Invoice
- iv. Installation and Commissioning Certificate.

14. **Bidder credentials: The bidders have to submit their credentials such as GST registration certificate, UDYAM certificate (if any), and Bank mandate/ cancelled cheque copy along with their offer, which will be checked during evaluation of their offer.**

15. **Payment towards Non-Comprehensive AMC for 3 Years:** Payment will be made quarterly at the end of each quarter on submission of satisfactory report from user department in-charge and after submission of PBG (from any nationalized bank / Scheduled Commercial Bank in India) for AMC period of 3 years for 10% basic contract value of AMC charges for 3 years plus 3 months grace period. The bills pertaining to AMC to be submitted directly to user (Chemical Laboratory) and to be uploaded in VIM portal simultaneously for immediate release of payment. User department will make service entry on quarterly basis after completion of AMC, and forward the invoice through VIM to finance department for release of AMC charges to the firm.

16. Payment through TReDS: NMDC has registered with M/s. RXIL and TReDS Platforms. All MSE vendors should register themselves on TReDS Platform for availing the facility of bill discounting on TReDS portal. If registered, please submit the details.

17. Delivery: The bidders are advised to quote definite delivery period for the quoted items. In case no delivery period is given by the bidders, the delivery period given in the GeM bid will be treated as final and binding.

18. Issue of e-Invoice: 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, please submit turnover certificate without fail. 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, please submit turnover certificate without fail.

19. Penalty: If the Supplier fails to deliver the stores in full or part thereof within the delivery date the corporation shall reserve 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.

20. Training: - Training for application as well as machine should be provided by Service engineer and Application engineer (both) on site by the supplier at Project Hospital, Kirandul to the selected staff on free of cost.

21. AFTER-SALES-SERVICE

21. The after-sales-service facilities within warranty period are to be indicated. Tenderer should also confirm to depute Service Engineer at working site during warranty period of equipment at regular interval. Full address of the location from where after sales service facility to be provided may be indicated. Sufficient proof of having competent and adequate technical staff for after sales service should be furnished with the offer.

22. TECHNICAL LITERATURE : One set of technical literature along is to be submitted.

23. 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/Jagdalpur 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 endeavours 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)

- dling the case)
- (ii) A nominee of the Supplier/ Contractor - Member (Independent of the office r 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 Executive Director 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.

24. Banning of business dealings: 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 up to two year.

25. **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.

Annexure

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 Limited's personnel and visitors.

Tenderers are advised to follow all the guidelines of SA8000, and participate in the tender only if they accept to comply with all requirements of SA8000.

26. **Deviation:** Any deviation with respect to standard terms and conditions should be brought out separately. If no deviation is submitted along with offer, it is deemed that bidder has accepted to all the terms and conditions of the bid and participated accordingly.
27. **RISK PURCHASE:** Subletting of the contract is not permissible. If the supplier fails to deliver the materials within the stipulated period, due to no fault of the Corporation. The Corporation, reserve the right to cancel the order and repurchase the outstanding item from any source at the risk, cost and consequences the seller.
28. **Environment Laws:** Bidders shall comply to all Environmental Laws & Contractual Commitments related to Environmental aspects.
29. **Check list for the list of documents to be uploaded:** 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.
30. 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.
31. Bidders shall submit complete technical specifications (including brochure if available) along with offer.
32. **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.
33. Bidders shall submit all the necessary documents and technical details in the offer. Your offer will be evaluated based on the documents submitted by you. Any clarification from the bidder shall be the discretion of the buyer.

34. 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.
35. NMDC is having rate contract with M/s. ARC (M.no. 9685464295) & M/s. Balan Transport (M.no. 9424293692) for transportation of goods to our project. Hence you may preferably book the consignment with the above transporters.
- 36.** Bidders 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.
37. **LIMITATION OF LIABILITIES:** Except in cases of criminal negligence or 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 in direct 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 10 0% (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.

ANNEXURE-I

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:

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:

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.

ANNEXURE-II

**PROFORMA FOR BANK GUARANTEE TOWARDS E.M.D.
(TO BE USED BY ALL NATIONALISED BANKS/ SCHEDULED COMMERCIAL BANKS)**

(To be submitted on Rs.100/- Non-judicial stamp paper and the non-judicial stamp paper should be in the name of the issuing bank).

Ref. No. Bank Guarantee

ate:
**To,
NMDC Ltd,**

D

Dear Sirs,

In accordance with your invitation to tender under specification no. _____
M/s. _____ having its registered/Head Office at _____ (h
ereinafter called the Bidder) wish to participate in the said tender for _____
_____ and you, as a special favour, have agreed to accept an irrevocabl
e and unconditional Bank Guarantee for an amount of _____ valid up
to _____ on behalf of the Bidder in lieu of tender deposit required
to be made by the Bidder, as a condition precedent for participation in the s
aid tender.

We, the _____ bank at _____ having our Head Office at _____
_____ (local address) guarantee and undertake to pay immediately on demand
by NMDC Ltd, the amount of _____ (in figures and words) witho
ut any reservation, protest, demur and recourse. Any such demand made by
said Purchaser shall be conclusive and binding on us irrespective of any disp
ute or difference raise by the Bidder.

This guarantee shall be irrevocable and shall remain valid upto _____, if a
ny further extension of this guarantee is required, the same shall be extend
ed to such required period on receiving instructions from M/s _____ wh
ose behalf this guarantee is issued.

This date should be 30 days after the guarantee is valid.

In witness where of the Bank, through its banker has set its hand and stamp on
this _____ 20 _____.

Name, Designation, and Code Numb er of the Bank Officer(s) signing t he Guarantee(s)	Name, Designation, and Code Numb er Telephone No and Address of t he Controlling Officer of the Bank

ANNEXURE-III

GUARANTEE BOND FOR SECURITY DEPOSIT

(TO BE USED BY ALL SCHEDULED BANK/NATIONALISED BANKS)

1. In consideration of N.M.D.C. Ltd., 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 _____ and _____ for (hereinafter referred to as "the Bank") do hereby undertake to pay to the N.M.D.C. 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 N.M.D.C. Ltd., 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 Ltd., 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 Ltd., 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 fully and properly carried out by the said Contractor(s) and accordingly discharges the guarantee. The Corporation 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 Ltd., 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 N.M.D.C. 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 Ltd., lastly undertake not to revoke this guarantee during its c

urrency except with the previous consent of the N.M.D.C. limited, in Writing.

Dated the _____ day of _____ 20__

For _____ Bank Limited.

ANNEXURE-III

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. _____
Guarantee No. _____

Bank

D

ate -----

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 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.

1) The Bank guarantee shall remain in full force and effect up to _____ (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 honoured.

2) This Bank Guarantee shall be extended from time to time for such period by _____ on whose behalf this guarantee has been given as desired by the corpo

ration.

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-IV

INTEGRITY PACT FORMAT

Between

NMDC Ltd hereinafter referred to as “The Principal”

And

_____ hereinafter referred to as “The Bidder / Contractor”

Preamble

The Principal intends to award, under laid -down organizational procedures, contract/s for (*Description of the Equipment*). The Principal values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relation with its Bidder/s and /or Contractor/s.

In order to achieve these goals, the Principal Cooperates with the renowned international Non-Governmental Organization “Transparency Int

ernational” (TI). Following TI’s national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process from the beginning till execution of the contract for compliance with the principles mentioned HEREIN.

Section 1- Commitments of the Principal.

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

I.No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract demand, take a promise for or accept, for him/herself or third person, any material benefit which he/she is not legally entitled to.

II.The Principal will, during the tender process treat all Bidders with equity and reason. The principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

III.The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary action.

SECTION - 2 Commitments of the Bidder/Contractor

(1) The Bidder / Contractor commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

I. The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to the Principal, to any of the Principal’s employee involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit

which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.

II. The Bidder / Contractor will not enter with other Bidders into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or action to restrict competitiveness.

III. The Bidder / Contractor will not commit any criminal offence under the relevant Anti-corruption Laws of India, further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

IV. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(3) *The Bidder / Contractor may indicate the advantage of his offer compared to the tender terms and conditions. The Bidder / Contractor shall not make any commitment whatsoever on the offers / products of other bidder(s) thereby influencing the principal to take decision of the former.*

(4) *A person signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.*

(5) *Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associate.*

(6) Bidders to disclose the payments to be made them to agents/brokers or any other intermediary.

(7) Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

Section 3 - Disqualification from tender process and exclusion from future contract

- 1. If the Bidder, before contract award, has committed a serious transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.**

- 2. If the Bidder/Contractor has committed a serious transgression through a violation of section - 2 such as to put his reliability or credibility into question, the principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors with the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.**

- 3. If the Bidder / Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.**

- 4. A transgression is considered to have occurred if in light of available evidence, no reasonable doubt is possible.**

Section 4 - Forfeiture of Earnest Money Deposit/Security Deposit

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to forfeit the bidders Earnest Money Deposit.**

- (2) If the Principal has terminated the contract according to section - 3, or if the Principal is entitled to terminate the contract according to section - 3, the principal shall be entitled to forfeit *the Earnest Money Deposit/Security Deposit*.

Section 5 - Previous Transgression

- (1) The Bidder declares that no previous transgression occurred in the last three years with any other company in any country confirming to the TI approach or with any other Public Sector Enterprise in India that could justify its exclusion from the tender process.
- (2) If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all bidders/contractors/sub-contractors.

- (1) The bidder/contractor undertakes to demand from all sub-contractors the commitment consistent with this integrity pact, and to submit it to the Principal before contract signing.
- (2) The principal will enter into agreement with identical conditions as this one with all bidders, contractors and sub contractors.
- (3) The principal will disqualify from the tender process all bidders who do not sign *this pact and submit it to the Principal along with the offer*.

Section 7 - Criminal charges violating Bidders/Contractors/Sub-Contractors

If the principal obtains knowledge of conduct of a Bidders/Contractors/Sub-Contractors, or of an employee or a representative or an associate of a Bidders/Contractors/Sub-Contractors which constitutes corruption, or if the principal has substantive suspicion in this regard, the principal will inform the vigilance office.

Section 8 - External Independent Monitor

- (1) The principal appoints competent and credible external independent Monitor for this Pact. The task of the monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.**

- (2) The monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman of the Board of the Principal.**

- (3) The Monitor has the right of access without restriction to all Projects documentation of the Principal. The Contractor will also grant the monitor, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.**

- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.**

- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.**

- (6) The Monitor will regularly submit a written report to the Chairman of the Board of the Principal and, should the occasion arise, submit proposals for correcting problematic situations.**

- (7) If the Monitor has reported to the Chairman of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairman has not, with reasonable time, taken vi**

sible action to proceed against such offence or reported it to the Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidder's 6 months after the contract has been awarded.

Section 10 - Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal.
- (2) Changes and supplements as well as termination notices need to be made in writing: Side agreements have not been made.
- (3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal
r

For the Bidder/Contractor

Place _____

Witness 1 : _____

Date _____

Witness 2: _____

*****END*****

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.

Additional Clause For Annual Maintenance Charges

1.AMC charges to be indicated as percentage of cost of Product/Equipment quoted for each year after the warranty period.

2. GST shall be included in the AMC Charges quoted.

3. The AMC functionality shall be available in bid only and no direct RA shall be applicable. In case of bid to RA decrement rules shall be applicable on total price inclusive of AMC charges.

3.1 Buyer shall indicate number of years of warranty by selecting option of 1- 10 Years available in the field depending on warranty parameter applicable in category parameters for the equipment. The Seller while participating in Bid/RA will get fields to indicate AMC charges as percentage depending on number of years of AMC selected by Buyer. The following shall be applicable If 5 year AMC selected.

3.1.1 AMC charges for first year after warranty period – Percentage to be indicated- A1.

3.1.2 AMC charges for second year after warranty period – Percentage to be indicated A2.

3.1.3 AMC charges for third year after warranty period – Percentage to be indicated A3.

3.1.4 AMC charges for fourth year after warranty period – Percentage to be indicated A4.

3.1.5 AMC charges for 5th year after warranty period – Percentage to be indicated A5.

3.2 The calculation of AMC Charges shall take in to account of number of years of warranty and duration of AMC as specified while creating bid.

3.3 AMC charges to be indicated for each subsequent year should be same or higher than preceding year.

3.4 The AMC charges shall be offered within range of 3 to 25% of cost of equipment.

4. Since AMC charges are to be paid only later for each year during AMC period , applicable performance guarantee amount after placement of contract shall be based on the cost of product/equipment and not on basis of cost of equipment along with AMC Charges.

5. Performance bank guarantee applicable for AMC is to be submitted at start of the AMC and shall be applicable as 10% on the total contract value including AMC Charges The PBG submitted after award of contract shall be released only after new PBG for the AMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for AMC is to remain valid till completion of AMC period plus one year .The bank guarantee for AMC shall be submitted to buyer directly.

6. In case of splitting of quantity product/equipment cost and AMC charges offered by L-1 in the evaluated cost shall be matched by higher quoting eligible bidders on one to one basis .The equipment cost shall be matched and AMC charges shall be matched year to year.

7. The AMC Contract shall be an offline contract to be handled by buyer. The payment of AMC will be made on AMC frequency (as indicated above) basis after satisfactory completion of said period, duly certified by end user and scope of AMC will be as per para 1 above.

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---