

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	11-05-2026 19:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	11-05-2026 19:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Steel
विभाग का नाम/Department Name	Nmdc Steel Limited
संगठन का नाम/Organisation Name	Nmdc Steel Limited
कार्यालय का नाम/Office Name	Nmdc Iron Steel Plant Jagdalpur Bastar Cg 494001
कुल मात्रा/Total Quantity	670
वस्तु श्रेणी /Item Category	PIPE CS ERW, FE410, AS 6.3 M OD 219 , PIPE CS ERW, FE410, AS 6.3 MM OD 273 , PIPE CS ERW, FE410, AS P 7.1 MM OD 323
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	PIPE CS ERW, FE410, AS P 7.1 MM OD 323
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Steel Pipes for Water and Sewage (V2) Conforming to IS 3589
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> MS ERW Pipe for Bus Body Building Parts as per IS 3601 (Latest)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),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

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	27
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
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
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	PIPE CS ERW, FE410, AS 6.3 M OD 219
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
Payment Timelines	Payments shall be made to the Seller within 30 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Item wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
Schedule 1 ईएमडी राशि/EMD Amount (In INR)	7025
Schedule 2 ईएमडी राशि/EMD Amount (In INR)	4952
Schedule 3 ईएमडी राशि/EMD Amount (In INR)	6023

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	21

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

(b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c). 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 :

AGM Finance

NMDC Iron Steel Plant Jagdalpur Bastar CG 494001, NMDC STEEL Limited, NMDC STEEL Limited, Ministry of Steel (Muktikanta Samal)

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

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and

based on competitive prices received in Bid / RA process.

4. Reverse Auction would be conducted amongst 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:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- 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
- 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

मूल्यांकन विधि(मदवार मूल्यांकन विधि) / Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

मूल्यांकन अनुसूचियां / Evaluation Schedules	वस्तु/श्रेणी / Item/Category	मात्रा / Quantity
Schedule 1	Pipe Cs Erw, Fe410, As 6.3 M Od 219	320
Schedule 2	Pipe Cs Erw, Fe410, As 6.3 Mm Od 273	180
Schedule 3	Pipe Cs Erw, Fe410, As P 7.1 Mm Od 323	170

PIPE CS ERW, FE410, AS 6.3 M OD 219 (320 meter)

(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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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	Adarsh Singh Rathore	494001,NMDC STEEL LIMITED, C/o NMDC Iron & Steel Plant, Nagarnar, postbox no.2, Jagdalpur , Dist .Bastar, CG 494001	320	28

PIPE CS ERW, FE410, AS 6.3 MM OD 273 (180 meter)

(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

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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	Adarsh Singh Rathore	494001,NMDC STEEL LIMITED, C/o NMDC Iron & Steel Plant, Nagarnar, postbox no.2, Jagdapur , Dist .Bastar, CG 494001	180	28

PIPE CS ERW, FE410, AS P 7.1 MM OD 323 (170 meter)

(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

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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	Adarsh Singh Rathore	494001,NMDC STEEL LIMITED, C/o NMDC Iron & Steel Plant, Nagarnar, postbox no.2, Jagdapur , Dist .Bastar, CG 494001	170	28

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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

MM-1261/ C. No.- 944 (For NSL Ref. Only)

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ATC (ADDITIONAL TERMS & CONDITIONS)

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1. Acceptable Makes:

- | | |
|----------------------|--------------------------|
| 1. SAIL | 2. TATA |
| 3. JINDAL | 4. ZENITH |
| 5. MAN | 6. SAW PIPES |
| 7. SURENDRA | 8. BANSAL SKIPPER |
| 9. UTKARSH | 10. BHUSHAN/ |
| 11. VENKETESH UDYOG | 12. BHEL |
| 13. TISCO | 14. WELSPUN |
| 15. MAN INDUSTRIES | 16. MAHARASHTRA SEAMLESS |
| 17. INDIAN SEAMLESS | 18. BST |
| 19. ADVANCE STEEL | 20. INDUS TUBES |
| 21. MUKAT | 22. LLYODS |
| 23. SURYA ROSHNI LTD | 24. RATNAMANI |
| 25. SHYAM | 26. P K TUBES |
| 27. AJANTHA PIPES | |

The prospective bidder should be OEM or authorised by OEM having valid authorization/ dealership. Other makes are not acceptable.

- Offers received for the makes mentioned in the tender document will only be considered as valid for evaluation. If any firm submits offer against the tender for any make other than the make as mentioned in the tender, the same will be considered as unsolicited and rejected.
- The tender has been displayed only for information regarding items being procured by NMDC Steel Limited and not for participation of any other makes / firms which are not established / proved in NMDC Steel Limited.
- However other firms, who are capable of supplying the tendered items of

any other makes as per the technical specification mentioned in the tender document, may submit their credentials to GM (Materials), NMDC Steel Limited, Nagarnar, Jagdalpur, Chhattisgarh-494001, indicating tender reference no, for vendor registration for future tenders.

2. Earnest Money Deposit:

A. Your Bid must be accompanied by EMD for **Rs. 18,000/-** by online payment through Bank. Bidders intending to submit Earnest Money deposit online may follow following link and procedure:

Ø Open the web portal: **<https://onlinesbi.sbi.bank.in/sbicollect/>**

- i. Select Category "GOVT / PSU/ COURTS"
 - ii. Select State of from Filter by State as "Chhattisgarh" and Select name as " NMDC LIMITED ".
 - iii. Select payment Category * as "OUTSIDERS FOR NISP NAGARNAR"
 - iv. Bidder may fill up their relevant details as Name, Address, GST No, contact person Mobile no., Purpose (EMD), Amount (as per tender), Remarks.
 - v. Bidder may also enter details such as Name, Date of Birth (For Person Banking)/Incorporation (For Corporate Banking) & Mobile Number. This is required to reprint the e-receipt/ remittance (PAP) form, if needed arises.
 - vi. Bidder may confirm the details and proceed for payment.
 - vii. NMDC steel Limited will not be responsible for incorrect/Wrong payment (s) made by the bidder and delay in transaction. **Further, if respective amount of EMD Cost (as stipulated in tender) is not received by NMDC steel Limited within due date and time of submission of tender, the corresponding tender of non-exempted bidder(s) will be rejected.**
 - viii. The copy of receipt(s) generated after successful payment of EMD Cost to be attached with the tender in technical bid document (as applicable), otherwise the corresponding tender of non-exempted bidder(s) will be rejected. The acceptance of the receipt is subject to verification.
 - ix. Non exempted bidder has to pay online for as aforesaid, separately for EMD.
- a. Copies of Proofs of EMD, Documents towards exemption of submission of EMD of should be uploaded on GeM portal. Those offers complying above condition will only be considered.
 - b. Tender should be accompanied by Earnest Money Deposit (EMD) for the amount stipulated above through online mode in favour of "NMDC steel Limited ", Payable at SBI, Nagarnar.
 - c. **NMDC Steel Limited will not be responsible for incorrect/Wrong payment (s) made by the bidder and delay in transaction. Further,**

Further, if respective amount of EMD Cost (As stipulated in tender) is not submitted to NMDC steel Limited within due date and time of submission of tender, the corresponding tender of non-exempted bidder(s) will be rejected.

The copy of receipt(s) generated after successful payment of EMD Cost to be attached with the tender, otherwise the corresponding tender of non-exempted bidder(s) will be rejected. The acceptance of the receipt is subject to verification.

EMD of successful vendor shall be returned after successfully Commissioning.

Note - Payment of EMD other than online mode is not acceptable and EMD inform of BG is not acceptable.

3. PAYMENT TERMS:

Advance payment terms are not acceptable and is liable for rejection of the offer.

Our standard payment terms are as below:

100% payment with applicable full taxes will be paid on acceptance within 30 days from the date of receipt/ acceptance of supplied items against submission of invoice with GST breakup.

4. Penalty:

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In the event of placement of an order, should the supplier fail to deliver the stores in full or part thereof within the delivery date including extended time if any, NSL shall reserve the right to levy Liquidated Damages on the supplier at 0.5% of the basic order value (excluding GST) of the undelivered stores for each week or part thereof of delay but not exceeding 5% of the basic order value (excluding GST) of such materials.

5. Border Sharing:

The Govt. of India Order O.M No: F. No: 6/18/2019-PPD dated 23-07-2020 on border sharing and any other orders/ circulars related if any shall be applicable for this tenderer orders/ circulars related if any shall be applicable for this tender as per Annexure-III.

6. RISK PURCHASE:

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- a. NSL reserves the right to cancel the order or make alternative purchase of the materials of similar description from elsewhere at the risk and cost of the supplier duly giving an advance notice to this effect and in such an event the seller will be liable to pay any losses that may be incurred by the buyer, except the reasons specified in the Force Majeure Clause, NSL shall have the right to levy the Penalty as already provided. Applicable GST on LD/Penalty will be charged extra.
- b. The subletting of contract is not permissible. If the supplier fails to deliver the material within stipulated period due to no fault of NSL, NSL reserves the right to cancel the order and re-purchase the outstanding portion from any source at the risk cost and consequences of the seller.
- c. In case, penalty is levied or Bank Guarantees are en-cashed, then GST applicable on the penalty amount is also payable extra by the bidder.

7. SETTLEMENT OF DISPUTES:

A. 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 NSL 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 NSL- Member

The above committee shall conduct the conciliation proceedings in accordance with the provisions of the Arbitration and Conciliation Act 1996. The venue of the conciliation shall be at Hyderabad. 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.

B. ARBITRATION:

FOR ALL THE TENDERS OTHER THAN GLOBAL TENDERS.

- a. 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 of 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 Chairman cum Managing Director of the NSL (who will be the appointing authority), be referred for adjudication to the sole Arbitrator to be appointed as hereinafter provided.

- b.** 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 names. 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.

- c.** The arbitral tribunal shall give reasons for its award. Each party shall 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.

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

FOR ALL GLOBAL TENDERS/INTERNATIONAL TENDER

- e.** 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 of any person is expressed in the Contract to be final and binding) shall, after written notice by either party to the other, be referred for adjudication to the panel of 3 arbitrators, one each nominated by each party, i.e. owner and Supplier/ Contractor; and the third arbitrator / umpire shall be chosen by the two arbitrators from among the retired Judges of any High Court / Supreme Court of India.

- f.** The arbitral tribunal shall give reasons for its award. Each party bear its own

n 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 resort to legal proceedings concerning any dispute under this agreement other than to enforce or facilitate the execution of the award rendered in such arbitration.

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

FOR GOVERNMENT DEPARTMENT / PUBLIC SECTOR UNDERTAKINGS:

- h.** 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.
- i.** 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.
- j.** The further progress of any work under the contract shall unless otherwise directed by the Owner / Engineer continue 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 during the arbitration proceedings.
- k.** The laws applicable to the Contract shall be the laws in force in India. The Courts of Hyderabad, Telangana shall have exclusive jurisdiction in all matters arising under this Contract.

8. WARRANTY:

-

The items shall be under warranty for a period of 12 months from the date of commissioning or 18 months from the date of supply, whichever is earlier, against manufacturing defects, faulty materials and bad workmanship.

9. SECURITY DEPOSIT:

Successful bidder should deposit security deposit to NSL @ 5 % of the basic order value within 30 days of PO towards satisfactory performance of the contract from any Nationalized Indian Bank/ Scheduled Commercial Bank (exc

ept 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 (as per attached format at **Annexure-IV**) (including e-BG) for delivery period + 3 months claim period .
- b) Bank transfer through NEFT / RTGS / SWIFT to NSL bank account mentioned in tender document. The proof of such transfer / transaction like UTR number / SWIFT copy etc.

NSL BANK DETAILS:

BANK NAME - STATE BANK OF INDIA
ACCOUNT NAME - NMDC STEEL LIMITED
ACCOUNT NUMBER - 00000010460907509
BRANCH - NAGARNAR(A3655)
IFSC CODE - SBIN0013655

10. Performance Bank Guarantee:

The supplier shall submit Bank Guarantee of 10 % Basic value of the contract towards Performance Bank Guarantee. The performance guarantee shall be supported by a bank guarantee for 10% Basic value of the order strictly in the prescribed proforma enclosed herewith. This B.G. shall be valid for warranty period plus three months. The supplier shall give the performance guarantee for the whole equipment. as per attached format at **Annexure-V**.

For any Techno-commercial clarification against this tender, please contact:

Name & Designation:

- i. Mr. Suman Santra, Exe-I(B)(MM), suman.santra@nmdc.co.in, 700393 8003.
- ii. Mr. Vineet Kumar Soni, AGM (Mat), vineetsoni@nmdc.co.in.
- iii. Mr. Samya Bhookya, GM-MM, bsamya@nmdc.co.in.

Annexure-I

DECLARATION CERTIFICATE FOR LOCAL CONTENT

(Tender value Less than Rs 10 Crores)

-

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable respect of Local Content & prescribed tender conditions).

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH

H MANAGEMENT RESPONSIBILITY (CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID/TENDER No.

ISSUED BY: (Name of Firm):.....

NB: The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full name), do hereby declare, in my capacity as
..... of Name of bidder entity), the following:

1. The facts contained herein are within my own personal knowledge.
2. I have read and understood the requirement of local content (LC) and same is specified as percentage calculated in accordance with the definition provided at clause 2 of revised Public Procurement (preference to Make in India) Order 2017.

"Local content" as per above order means the amount of value added in India which shall be the total value of items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent."

3. I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the local content requirements as specified in the tender for 'Class-I Local Supplier' /'Class-II Local Supplier', and as above.
- (d) I understand that a bidder can seek benefit of either Public Procurement Policy for MSEs -Order 2012 or Public Procurement (preference to Make in India) Order 2017 and not both and once the option is declared / selected it is not permitted to be modified subsequently. Accordingly, I seek the benefit from the below declared purchase preference policy only.

I seek benefits against the following policy only (**Select only one Option**):

1) PPP MSE Order 2012 (applicable for MSE manufacturers)

2) PPP MII 2017 (applicable for Class I suppliers as well as MSE manufacturers)

(Note: If not declared / selected it shall be deemed that purchase preference benefit is sought under PPP MII 2017 policy. However, selection of both the options will be treated as ambiguous and will result in rejection of bid)

- (e) The local content calculated using the definition given above are as under:

Tender Item Sr No	Local content calculated as above %	Location of local value addition (Location shall be the specified as name of city or district, etc. Location as name of country will be considered as ambiguous and such bids shall be rejected.)

(1) Item wise details with percentage of each item is to be given.

(2) Attach separate sheet duly signed if space is not sufficient

NB: Local content percentage shall be declared item wise or tender wise strictly as per the terms of the tender.

(f) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dtd 16.09.2020_and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. In case of contract being awarded, I undertake to retain the relevant documents for 7 years from date of execution.

(g) I understand that the submission of incorrect data, or data that are not verifiable as described in revised Public Procurement (preference to Make in India) Order 2017, may result in the Procurement Authority / Nodal Ministry / MDL imposing any or all of the remedies as provided for in Clause 9 of the Revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020

SIGNATURE: _____

DATE: _____

Seal/Stamp of Bidder.

NOTE:

1. Class I local supplier means a supplier or service provider whose goods, services or works offered for procurement has minimum 50% local content.
2. Class II local supplier means a supplier or service provider whose goods, services or works offered procurement has minimum 20% local content.
3. Non-local supplier means a supplier or service provider whose goods, services or works offered procurement has local content less than 20%.
4. Only "Class-I local suppliers and Class-II local suppliers", as defined under the order, shall be eligible for participation against this tender. The offers of 'Non-Local Suppliers' shall not be considered for evaluation against this tender.

Format for providing details to avail EFT (Electronic Fund Transfer)

To,
General Manager (Finance)
NMDC Steel Limited,
NAGARNAR
Dist- Bastar,494001

Sub: Payment through e-payment mode

Dear Sir,

With regard to above subject, we request you to make the payment under **e-payment mode** as per details furnished below:

1.	Beneficiary Name	
2.	Account Type	
3.	Account No.	
4.	Name of Bank	
5.	Name of Branch	
6.	Address of the Bank	
7.	MICR Code	
8.	Bank's IFSC code	
9.	Beneficiary Contact No.	
10.	Email ID of Beneficiary	
11.	GST No	
12.	PAN NO. (Enclose copy of PAN CARD also)	
13	Cancelled Cheque -(Enclose copy)	

Yours faithfully,

(Name, Designation,

Signature & Seal of the Authorized Officer)

(Confirmation of the BANK)

Certified that the above particulars are found correct and matching with our records in respect of the above Beneficiary.

For (Name of the Bank)

(Signature of the Bank Manager with Seal)

Note:

1. Beneficiary should either submit a cancelled cheque AND/OR get certification from the concerned bank in the above format.
2. Beneficiary should either submit above details in his letter head or get this format stamped. A copy of PAN Card of the beneficiary may be enclosed, if not submitted earlier.

ANNEXURE - III

GEM BID REFERENCE:

NAME OF OFFERED ITEM:

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 (Ö 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.

Signature of Authorized Signatory of Bidder

Name:

Date:

Place:

NOTE:

"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 from time to time shall be applicable".

ANNEXURE- IV

FORMAT FOR GUARANTEE BOND FOR SECURITY DEPOSIT

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

1. In consideration of NMDC STEEL 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 _____ and _____ for (hereinafter referred to as "the Bank") do hereby undertake to pay to the NMDC STEEL Limited, Chhattisgarh an amount not exceeding Rs. _____ /- against any loss or damage caused to or suffered or would be caused to or suffered by the NMDC STEEL Limited, Chhattisgarh 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 STEEL Limited 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 STEEL Limited under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till _____ NMDC STEEL Limited 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 Limited, further agree with the NMDC STEEL Limited that the NMDC STEEL Limited 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 STEEL Limited, against the said Contractor(s) and to for bear 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 STEEL Limited or any indulgence by NMDC STEEL Limited 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 STEEL Limited, in Writing.

Dated the _____ day of _____ 20__

Annexure-V

PROFORMA BANK GUARANTEE FORMAT

PERFORMANCE BANK GUARANTEE

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

(TO BE USED BY ALL NATIONALISED BANKS ONLY)

Ref. _____

Bank Guarantee No. _____

Date -----

To,

NMDC Steel Ltd.

Dear Sir,

In consideration of the NMDC Steel 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.

rantee from time to time to extend the time for performance of the contract by the contractor. The owner shall have the fullest liberty, with-out 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 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 honoured.

2. This Bank Guarantee shall be extended form time to time for such period (not exceeding one year) by ____ on whose behalf this guarantee has been given as desired by the corporation.

WITNESS

DATED THIS ____ DAY OF ____ 20__ AT ____

WITNESS

(Signature)

(Signature)

Bankers Rubber stamp

(Name)

Designation with Bank Stamp

Attorney as per power of

Attorney no. _____

Dated: _____

Note:

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

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

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. 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 catalogues 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. 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.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

[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---