

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	02-02-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	02-02-2026 14:30:00
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	Bacheli Comlex
कुल मात्रा/Total Quantity	12
वस्तु श्रेणी /Item Category	2200001799, HIGH MAST LIGHTING TOWER , INSTALLATION AND COMMISSIONING OF HIGH MAST LIGHTING TOWER
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	INSTALLATION AND COMMISSIONING OF HIGH MAST LIGHTING TOWER
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> <li>Installation and Commissioning of Air Conditioners at Extra Cost (Excluding Accessories)</li> </ul>
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	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	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	2200001799, HIGH MAST LIGHTING TOWER
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	53220

#### ईपीबीजी विवरण /ePBG Detail

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

BACHELI COMPLEX

NMDC LIMITED BADE BACHELI DISTRICT: DANTEWADA STATE: CHATTISHGARH PINCODE -494553

(Nmdc Limited)

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	100
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	100

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 100% (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.

## 2200001799, HIGH MAST LIGHTING TOWER ( 6 the number pi )

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

### तकनीकी विशिष्टियाँ /Technical Specifications

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	N.S. Manu	494553,NMDC LIMITED, BACHELI COMPLEX	6	180

## INSTALLATION AND COMMISSIONING OF HIGH MAST LIGHTING TOWER ( 6 the number pi )

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

## तकनीकी विशिष्टियाँ /Technical Specifications

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

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	N.S. Manu	494553,NMDC LIMITED, BACHELI COMPLEX	6	360

## क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

### 2. Scope of Supply

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

### 3. Generic

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

### 4. Generic

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

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

### 5. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

6. **Generic**

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

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

## **ANNEXURE-II**

### **ADDITIONAL TERMS & CONDITIONS (ATC)**

Before submitting your offer/ Bid, kindly read the complete tender document carefully. Submission of offer will be considered as "The Bidder has read, understood & accepted all the technical as well as commercial aspects of the tender document unless otherwise specified".

Any person registered with GeM and submitting the tender shall be deemed to have necessary authority on behalf of the tenderer and if it subsequently comes to light that the person submitting the tender had no authority to do so, the purchaser may without prejudice to other civil and criminal remedies cancel the order or the tender and hold the supplier liable for all costs and damages.

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

The Offer/Quotation with detailed terms & conditions should be uploaded on **GeM Portal only.**

#### **1. EARNEST MONEY DEPOSIT (EMD):-**

Your Tender must be accompanied by EMD as mentioned in GeM Bid, **without which the offer will be liable for rejection. The EMD** can be submitted in the following mode

a) Online transfer through SB collect.

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

1. Visit [www.onlinesbi.sbi](http://www.onlinesbi.sbi) / <https://www.onlinesbi.sbi/sbicollect/icollecthome.htm> - PSU Public Sector.
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 Bachel 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.**

**OR**

**b) Bank Guarantee (BG):**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-VI) herewith and favoring NMDC Limited. BG should be valid for a minimum period of six months from the date of submission of your offer and should be extendable based on the requirement & request of NMDC Ltd, if any.

1.Scanned Copy of BG towards EMD shall be uploaded in the bid.

2.The bidder shall forward the original EMD BG to "HOD (Materials), NMDC BIOM Bachel Complex-494553, C.G." so that it can reach us within 10 days from the date of final technical bid opening otherwise your offer will be "Rejected". For issuance of BG, kindly note our Bank details which is as follows:-

Our Banker : State Bank of India  
Branch Name : Bachel - 494 553, Dist. Dantewada (CG)  
**IFSC Code : SBIN0003183**

**OR**

**c) Demand Draft (DD):** In the form of Demand Draft (DD) of equivalent amount drawn from any Nationalized bank/ scheduled commercial bank in India and favoring NMDC Limited.

1.Scanned Copy of DD towards EMD shall be uploaded in the bid.

2.The bidder shall forward the original EMD DD to "HOD (Materials), NMDC BIOM Bachel Complex-494553, C.G." so that it can reach us within 10 days from the date of final technical bid opening otherwise your offer will be "Rejected".

d) Tenderer of Micro & Small Enterprises (MSEs) registered with UDYAM only 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. EMD is exempted to MSE manufacturers for their own make/ manufactured items only.

e) EMD submitted in any other format/mode other than specified above shall not be acceptable. No interest will be paid on EMD amount. EMD will be returned/ Refunded to the unsuccessful bidder after finalization of tender. EMD of successful bidder will be returned/ Refunded after receipt of SD/ PBG/ receipt of material, as the case may be.

f) Without EMD the tender will be summarily rejected. 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.

g) EMD exemption shall be as per GeM guidelines/ Provisions subject to fulfillment & satisfaction of provisions/ criteria therein.

1. **Bidders shall submit complete technical specifications (including brochure if available) along with offer.**

2. **PRICE:-**Prices should be firm and fixed without any variation factor/adjustment and valid for acceptance for a period of **180 days** from due date of tender opening. **The price basis should be FOR Destination only** i.e. Material has to be supplied up to NMDC Ltd.,Bailadila Iron Ore Mines, Deposit - 5, 10&11A, Bachel Complex, Bachel - 494553, Dist. Dantewada.

3. **TAXS:- Standard Taxes, Duties & Levies Etc.:** All the GST Rules and Regulations notified/ Amended time to time are applicable to this tender.

4. **PAYMENT :- ADVANCE PAYMENT TERM IS NOT ACCEPTABLE. Our Standard Payment term is as below :-**

**100 % payment** within 30 days **after Receipt , acceptance & installation & commissioning** (as per Scope of supply) of materials at our site through **e-payment** on submission of required documents **through VSS Portal.**

The following Original Documents required for releasing payment :-

(1) Delivery Challan / Packing List. (2) GST Invoice Copy in Triplicate (3) Guarantee/Warranty ce

**“VSS vendor self portal is a platform developed for transparency in transaction between NMDC and the vendors. Vendors will be able to upload their Invoices after successful registration in the portal and will be able to track the status of their Invoice, details of Amount paid & Deduction (If applicable).** They will be also able to check the details of pending orders and completed orders placed on them. The Registration process is given below:

**One Time Registration in VSS Portal as a Seller: After Receipt of Purchase Order, Sellers need to contact via mail to the Buyer with the following details for the Vendor I'd Creation and Link, to access the VSS Portal.**

- Ø Firm's Name & Full Address
- Ø GST No. with a Copy
- Ø PAN No. with a Copy
- Ø Udyam Aadhar Registration No. with a Copy, If applicable
- Ø Bank Details with a cancelled Cheque Copy
- Ø Valid E-mail I'd (It will be used for all future transactions with the vendor & NMDC and OTPs will be shared in this mail only).

Ø Valid Mobile No. (It will be used for all future correspondence).

In reply, Sellers will receive a registration link on their registered mail Id from NMDC Side. Tutorials and Guidelines will also be available in the reply mail to guide the vendors through registration process. Once, the vendor is registered, Invoice and supporting Documents can be uploaded at the time of dispatch of Material and the same can be tracked further until the receipt of the Payment. Vendors will be able to use the same Login I'd for uploading Invoices for Other Purchase orders of NMDC as well”.

NMDC has registered with **M/s. RXIL**. All MSE vendors should register themselves with these TreDS Platform for availing the facility of bill discounting on TreDS portal. If registered, please submit the details.

5. **DELIVERY PERIOD** :- The delivery period mentioned in bid document is tentative. Kindly offer your shortest delivery period. Delivery Period quoted should be definite and guaranteed. Failure to supply the material in time will attract penalty as per penalty clause. **Please Quote minimum delivery period.** Delivery period shall be considered from date of drawing approval. If no delivery period is quoted by firm, then GeM bid delivery should be applicable & binding.
6. **BANK CHARGES** :- The supplier should bear all types of Bank charges.
7. **PLACE OF DELIVERY** :- The item shall be supplied on **FOR-Destination** (CSD Bachel) basis at **NMDC Ltd., Bailadila Iron Ore Mines, Bachel Complex, Post - Bachel - 494553, Dist. Dantewada, C.G State.**

8. **LIQUIDATED DAMAGES (LD):-** In the event of placement of order, should the Supplier **fail to deliver** the **Materials** in full within the delivery date the Corporation reserves the right to levy the LD on the Supplier @ 0.5 % for each week or part thereof for undelivered portion but not exceeding 5 % of the order value.

In case, the material are not supplied within delivery period, than NMDC reserve the right to cancel the order or make alternative purchase of the materials of similar description from else where at the risk and cost of the supplier duly giving an advance notice of 30 days 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 for the reasons specified in the Force Majeure Clause, the Corporation shall have the right to levy the penalty as already provided. All correspondence in connection with the above may be addressed to **DGM (Materials), NMDC Limited, Bachelicomplex.**

9. **PERFORMANCE BANK GUARANTEE (PBG) :-** The supplier should furnish a **Bank Guarantee** for **10 % of Contract Value** (format enclosed at **Annexure-VII**) valid for the **Warranty period + 03 months (Grace Period)** in support thereof while claiming balance payment towards satisfactory performance of the **item.**

**PBG shall be in favour of NMDC Limited, from any Nationalized Indian Bank/ Scheduled commercial bank (except Co-operative and Gramin Bank) including a foreign bank having a branch in India in the form of Bank Guarantee (including e-BG) valid for warranty period + 3 months claim period in case if the performance linked with warranty.** The supplier should instruct their banker to forward original Bank Guarantee directly from Bank to NMDC.

**NOTE:-** 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 31<sup>st</sup> day of effective date of Dispatch / Acceptance / Commissioning of materials.

10. **SECURITY DEPOSIT (SD):-** In the event of placement of an order, the supplier shall submit a **Bank Guarantee** towards **Security Deposit** to the **buyer @ 5% of Contract Value** within 30 days of acceptance of Order. The Security Deposit bears no interest and is refundable after satisfactory completion of the supply. Security Deposit can be submitted in form of **Bank Guarantee (BG)** in prescribed form (As per **Annexure-VIII**) **valid for the delivery period plus 3 months.**

The **BG should be made through any nationalized bank / scheduled commercial bank in India.** The supplier should instruct their banker to forward original Bank Guarantee directly from Bank to NMDC. **The Security Deposit bears no interest and is refundable after satisfactory com**

**pletion of the supply.**

**NOTE:-** 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 31<sup>st</sup> day of effective date of contract.

11. **GUARANTY/ WARRANTY :-**

1. The warranty of the High Mast shall be 12 months from the date of Commissioning or 18 months from the date of dispatch, whichever is earlier.
2. The warranty on the LED Luminaire should be 24 months from the date of Commissioning or 30 months from the date of dispatch, whichever is earlier.
3. The warranty on the Marshalling Box shall be 12 months from the date of Commissioning or 18 months from the date of dispatch, whichever is earlier.

During the warranty period, the supplier should have to attend any fault in the system, whether the Luminaire or the marshalling box or the high mast structure including its parts and rectify / repair / replace the same, **FREE OF COST**.

12. **PUBLIC PROCUREMENT POLICY (PREFERENCE TO MAKE IN INDIA)**

GOI Order No. P-45021/2/2017-B.E.-II dtd. 15/06/2017 read with revised Order No. P-45021/2/2017-PP (BE-II) dtd. 16.09.2020 and subsequent amendments/orders, if any shall be applicable to this tender.

Bidders are requested to submit the **Self Certificate** regarding Local Content on their Letter Head as per **Annexure-V**.

13. **INSTALLATION & COMMISSIONING:-** The supplier shall under-take **Installation/ Commissioning** of supplied at our site on **Cost Basis**. You have to deputate your competent personnel for carrying out the above activity for sufficient period to our Project on receipt of material / on receipt of confirmation from our end.

**The Supplier shall, therefore, be fully responsible for satisfactory Installation /Commissioning and proving Performance Guarantee Parameters of the equipment** not with standing that he may have been assisted by the Purchaser's authorized representative.

The supplier shall have to make their own arrangement for boarding and lodging, to and fro travel to project site. However, in case of availability, NMDC may consider accommodation in Project Guest House on chargeable basis. All the costs/expenses have to be borne by the supplier.

14. **LIMITATION OF LIABILITY :-**Except in cases Criminal Negligence of wilful non-Performance or wilful default.

The Supplier/ Contractor shall not be liable to the Employer, whether in contr

act, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of Production, or loss of profit 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, shall not exceed the 100 % (Hundred percent) of the contract price plus escalation if applicable as per contract, provided that this limitation shall not apply to any obligation of the contract, 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.

15. **FORCE MAJEURE CLAUSE** :- If at any time during the continuance of Acceptance of Tender (A/T) , the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war , hostility, acts of public enmity, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or other acts of God, provided notice of the occurrence of any such event is given by either party to the other within TWENTY ONE DAYS from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the contract., and neither party shall have claim for damage against the performance, and deliveries in such cases shall be resumed as soon as practicable after such an event has come to an end or has ceased to exist.

16. **INSPECTION:- Initial inspection** may be carried out before dispatch at consignee's discretion. Inspection schedule shall be drawn well in advance and the supplier shall give at least 15 days clear advance notice for the consignee to carry out the pre-dispatch inspection. In case if inspection is not carried out within 15 days' notice, the facility will be informed suitably. To carry out the pre-dispatch inspection, supplier should provide inspection / test certificates of important bought out components to facilitate the pre-dispatch inspection (**PDI**). Hence, automatic waivers of pre-dispatch inspections are not allowed.

**Final inspection of the materials will be carried out at 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 the 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 after receipt of rejection notice, no liability in respect of loss, damage, deterioration etc. shall lie with the corporation.

17. **OFFER VALIDITY** :- Your offer should be kept **valid for 180 Days** from the date of tender opening & to be extended for further period if necessary.

18. **TRANSPORTATION OF GOODS:** NMDC Limited Bachel Complex is having Rate Contract (RC) with M/s. Associate Road Carriages Ltd (ARC) (Mo.# 96584 642 95) and M/s. Balan Transport (Mo No. # 94242 93692) for transportation of goods to our project. Hence, you may preferably book the consignment with the above transporters. However, you may opt your own mode of transportation based on

n your convenience.

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19. **WITHDRAWAL OF TENDER :-** After submission of tender if it is withdrawn before expiry of validity period, NMDC can take any one or more of following action(s) without notice :-
1. Forfeit of Earnest Money Deposit (EMD).
  2. Lodging complaint with NSIC/DGS&D/any other Government departments
  3. Removal of supplier's name from the company's approved list of suppliers
  4. Raising Incident in GeM Portal and may escalate Incident at discretion of NMDC.
20. **TENDER EVALUATION PROCEDURE :-** Offers will be evaluated **EVENT-WISE (single Source without Qty. Splitting)** on **FOR Destination Cost basis**.
21. **DEVIATION:** Before submitting your offer/ Bid, kindly read the complete tender document carefully. Submission of offer will be considered as "The Bidder has read, understood & accepted all the technical as well as commercial aspects of the tender document unless otherwise specified". Any deviations on technical and commercial points are required to be brought out clearly in a separate sheet. Acceptance of deviations is strictly at the discretion of NMDC.
- Bidder shall clearly state that all the terms and conditions are acceptable and there are no deviations otherwise submit the deviation list, if any.
22. **SETTLEMENT OF DISPUTES :-**
- 23.1.1 CONCILIATION :-** Any dispute, question, claim or difference arising out of or concerning this tender/ contract between the parties shall be settled through mutual negotiation by the parties and parties shall make all endeavors to settle this matter amicably. In case such amicable settlements is not possible, the parties shall take recourse to the conciliation proceedings for resolving such dispute, question, claim or differences.

**The Conciliatory Committee shall comprise of the following :-**

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

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

## **23.2 ARBITRATION :-**

### **23.2.1 FOR ALL THE TENDER OTHER THAN GLOBAL TENDERS**

**23.2.1.1** 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 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 NMDC Ltd (who will be the appointing authority), be referred for adjudication to the sole Arbitrator to be appointed as hereinafter provided.

**23.2.1.2** 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 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.

**23.2.1.3** 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.

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

23. **AFTER-SALES-SERVICE:** The after-sales-service facilities in India within warranty period and beyond warranty period are to be indicated. Confirmation shall be given that after sales & service shall be provided outside the warranty period also. Complete address of the location from where after sales service facility will be provided may be indicated. Sufficient proof of having competent and adequate technical staff for after sales service should be furnished with the offer.

24. **INTEGRITY PACT:- NOT APPLICABLE**

25. **MAKE & 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.
26. **MATERIAL TEST CERTIFICATE** :- **NOT APPLICABLE.**
27. **FITMENT GUARANTEE CERTIFICATE** :- **NOT APPLICABLE**
28. **PRICE/PURCHASE PREFERENCES**:- Price/ purchase preferences as per guidelines issued by Government of India are applicable subject to satisfying provisions in the guidelines. Necessary details for such provision in the guidelines are to be forwarded for examination.
29. **PRICE FALL CLAUSE**:- **NOT APPLICABLE**
30. **BANNING OF BUSINESS DEALING WITH THE TENDERER** :-  
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 reserves its right, notwithstanding any other rights/remedies under the terms and conditions of the tender, **to ban business dealings with the tenderer for a period upto TWO YEARS.**  
The Corporation also reserves the right to initiate the action, as deemed fit, against the tenderer/ supplier backing out after opening of tenders / failing to supply after award of PO. The action may include debaring the Tenderer / Supplier for a suitable period or Black Listing the firm from NMDC Ltd.
31. **RISK PURCHASE**:- The subletting of contract is not permissible. If the supplier fails to deliver the material within stipulated period due to no fault of the Corporation. The Corporation reserves the right to cancel the order and repurchase the outstanding portion from any source at the risk cost and consequences of the seller.
32. **ORGANISATION CATEGORY** :- **MSE / NSIC / SSI / NON-SSI / SC/ST firm / Women Enterprise /Startup or Others clearly specify.**
33. **COMPLIANCE TO SA8000** :- Our Company is certified under SA8000 and as such we also expect that your company shall also comply with the SA8000 standards (Optional As per **Annexure-IX**).

34. **OEM AUTHORIZATION CERTIFICATE:-** Bidders are requested to submit the OEM Authorization Certificate along with their offer. **In case the authorization letter is not submitted even after clarification, the offer of the bidder (dealer) shall be rejected.** OEM IS EXEMPTED from the submission of the Certificate.
35. **SAMPLE :- NOT APPLICABLE.**
36. **DRAWING APPROVAL :- Successful Bidder shall visit the Site to collect the exact details/technical specifications to develop the drawings for ordered items (if any) and submit the developed Drawings within 21 days from receipt of Purchase Order to NMDC with providing complete details of Material including Constructions Features, Materials and Complete Technical details etc. and get it approved from NMDC before manufacturing for ordered items.**
37. **DGMS APPROVAL:** NOT APPLICABLE
38. **MSE EXEMPTION:-** For **MSE benefits**, bidder shall apply in GEM portal for such 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. In case firm has not opted the same on portal while submission of Bid & falls under the specific category, then no benefit will be extended & tender will be finalized as per available GeM provision.
39. **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 tender.
40. **DENIAL CLAUSE (DC) :-** “Since delay in delivery is a default by the seller, the buyer should protect himself against extra expenditure during the extended period by stipulating a denial clause (over and above levy of LD) in the letter informing the supplier of extension of the delivery period.
- In the denial clause, any increase in statutory duties and/or upward rise in prices due to the PVC clause and/or any adverse fluctuation in foreign exchange are to be borne by the seller during the extended delivery period, while the purchaser reserves his right to get any benefit of a downward revisions in statutory duties, PVC and foreign exchange rate. Thus, PVC, other variations and foreign exchange clauses operate only during the original delivery period”.
41. **Pre-Qualification Criteria (PQC):-** Bidder shall submit the copies of PO against **PQC** along with the offer falling which their offer shall be liable for rejection. No new credentials shall be acceptable after opening of Bid. With regard to Pre-Qualification criteria, after submission of the tender, only related shortfall document

s should be asked for and considered. For example, if the bidder has submitted a supply order without its completion/performance certificate, the certificate can be asked for and considered. However, no new supply order should be asked so as to qualify the bidder (As per [Annexure-IV](#)). **BIDDERS SHOULD FULFILL THE PQC, OTHERWISE THEIR OFFER WILL NOT BE CONSIDERED.**

42. **INTERNAL PERFORMANCE :** NMDC reserves the right to verify the internal performance of the earlier supplied similar/ higher capacity items, 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.
43. **Please indicate applicable GST rate in “%” for each line items of the bid. The quoted price should be including Freight charges, GST, Packing and Insurance Charges.**
44. **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.
45. The Corporation reserves the right to reject or accept any tender in part or full without assigning any reasons, or place order for part or full quantity. The Corporation also reserves the right to load on various parameters in case of deviations from the tender conditions at rates deemed fit without any discussions / correspondence with the tenderer.
46. NMDC does not bind itself to accept the lowest or any tender and may cancel / withdraw the tender without assigning any reason and no claim whatsoever, for any reason arising out of such action, will be entertained by NMDC.
47. During the processing/evaluation of the tender proposals, the tenderer may be required to attend the NMDC's office for discussions/clarifications. Tenderer, on request from the NMDC, shall attend such Tender discussions at their own cost.
48. If the date for any activity indicated in the tender document happens to be a holiday or a non-working day, for any reason, then the next working day will be automatically taken as the date for such activity.
49. The tenderer is advised to attach any additional information about competence, which they think is necessary for their offer. No further information will be entertained after the bid is submitted, unless NMDC calls for it.
50. Bidders shall comply to all Environmental Laws & Contractual Commitments related to Environmental aspects.

**TENDERERS ARE REQUIRED TO CONFIRM ACCEPTANCE OF ALL COMMERCIAL TERMS AND CONDITIONS POINT WISE AND CLAUSE WISE.**

**Mrs. Priya Choudhary, Manager (Materials)**

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**अस्वीकरण/Disclaimer**

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in

the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

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

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

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

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

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

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

**---धन्यवाद/Thank You---**