

**बिड दस्तावेज़ / Bid Document**

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	01-12-2025 19:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	01-12-2025 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	338
वस्तु श्रेणी / Item Category	SCREEN DECK 305X610X3 PO PUSH-F N-A
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	SCREEN DECK 305X610X3 PO PUSH-F N-A
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>Polyurethane Tube</li> </ul>
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption 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), Additional Doc 2 (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	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	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
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	18825

#### 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 :**

AGM Finance

NMDC STEEL Limited, NMDC Iron Steel Plant, Jagdalpur, Bastar, CG-494001, Ministry of Steel.

(Muktikanta Samal)

**विभाजन/Splitting**

विभाजन/Splitting Applied	Yes
बोलीदाताओं की अधिकतम संख्या, जिनके बीच ऑर्डर विभाजित किया जा सकता है। / Maximum No. Of Bidders Amongst Which Order May Be Split	2
विभाजन मानदंड इस बात पर आधारित है कि कौन सी क्वांटिटी को वितरित किया जाएगा / Split Criteria based on which quantity will be distributed	70:30, as per the attached ATC clause no. 6 (TENDER EVALUATION PROCEDURE)

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

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

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

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

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

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

### **SCREEN DECK 305X610X3 PO PUSH-F N-A ( 338 pieces )**

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

## तकनीकी विशिष्टियाँ /Technical Specifications

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

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Praveen Sonteke	494001,NMDC STEEL LIMITED, C/o NMDC Iron & Steel Plant, Nagarnar, postbox no.2, Jagdalpur , Dist .Bastar, CG 494001	338	112

## 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 (Increased quantity ÷ Original quantity) × 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. Generic

**Manufacturer Authorization:**Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

### 3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

**SP-5324/ C. No.- 736 (For NSL Ref. Only)**

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**ATC (ADDITIONAL TERMS & CONDITIONS)**

### 1. Pre-Qualification Criteria:

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The prospective tenderer (Which term shall mean and include the Manufacturer and /or its authorized distributor/Dealer/ Channel Partner) must have supplied **same or similar items of minimum order quantity of 135 numbers to any Industry in single purchase order or multiple purchase order** during the last 7 Years prior to issue of this tender. Documentary evidence to the above should be enclosed.

Similar item means **Polyurethane Screen Deck or Modular deck or Modular panel or Screen panel or Screen element or Screen Mat having minimum dimension of 100x100x20 mm with any aperture size.**

**The following documents are to be submitted for meeting the above eligibility Criteria:**

- Purchase Order copy received along with documents for proof of supply against the PO for the supply of similar items. Viz. tax invoice/Delivery challan/acceptance certificate or any document establishing proof of supply to be submitted.

**Note:**

1. In case bidders (other than OEM) i. e. authorized by OEM such bidder may submit documents of OEM (by whom the bidder is authorized) for satisfying / qualifying the above Pre-Qualifying Criteria.
2. NSL reserves the right to verify the authenticity of documents from the OEMs/ Concerned Buyers/ Customers. In case any specific adverse report is received against a tenderer, as an information or upon enquiry made by NSL, in respect of capabilities and performance of the tenderer, after receipt of tender but before the opening of the Price Bids, the quotation /tender submitted by such tenderer is liable to be rejected. If such report is received after opening of the price bids, then also the quotation/tender of that tenderer is liable to be rejected.
3. NSL also reserves the right to seek any additional related documents / any other financial documents, etc, if required.
4. **Regarding Clarification of Bids/ Shortfall Document:** - As per guidelines, no post-bid clarification at the initiative of the bidder shall be entertained by NSL. In case of any shortfall of documents, NSL shall seek the respective clarifications from the concerned bidders. However, no new credentials shall be allowed to be submitted after the opening of bids.

The shortfall information / documents shall be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. So far as the submission of documents is concerned with regards to pre-qualification criteria, after submission of the tender, only related shortfall documents shall 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 shall be asked for so as to qualify the bidder.**

## **2. Earnest Money Deposit:**

**a. Your Bid must be accompanied by EMD as mentioned in the Bid by online payment through Bank only. No other mode of payment will be acceptable.** Bidders intending to submit Earnest Money deposit online may follow following link and procedure:

- (i) Open the web portal: <https://www.onlinesbi.sbi/sbicollect/icollecthome.htm>.
- (ii) Select Category "PSU-PUBLIC SECTOR UNDERTAKING"
- (iii) Select State of from Filter by State as "Chhattisgarh" and Select name as " **NMDC LIMITED** ".
- (iv) Select payment Category as "**OUTSIDERS FOR NISP NAGARNAR**"
- (v) Bidder may fill up their relevant details as Name, Address, GST No, contact person Mobile no., Purpose (EMD/Tender paper Cost /Security Deposit, whichever is applicable as applicable), Amount (as per tender), Remarks.
- (vi) Bidder may also enter details such as Name, Date of Birth (For Person Banking)/Incorporation (For Corporate Banking) & Mobile Number. This is require to reprint the e-receipt/ remittance (PAP) for m, if need arises.
- (vii) Bidder may confirm the details and proceed for payment.
- (viii) 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.
- (ix) 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.
- (x) 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, 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.

- d. EMD of successful vendor shall be returned after successfully delivery of the material.

**Note - Payment of EMD other than online mode is not acceptable and EMD in form of BG is not acceptable.**

**3. i. Inspection Plan:** Inspection at NSL Stores. The party is required to submit the material test certificate containing dimensional test, tensile strength test and hardness test report at the time of delivery.

**ii. Drawing Approval:** Party should submit the drawing within 2 weeks of PO placement, the drawing will be approved on the same day.

**iii. Sample Required:** Party should deliver 10 nos as sample within 4 weeks of drawing approval before starting the bulk manufacturing. The sample will be approved on the same day.

**iv. Delivery Details:** The remaining quantity should be delivered within 10 weeks of sample approval. The total delivery period including the drawing approval and sample approval should be 16 weeks from the date of PO placement.

**v. Packing Details:** Standard and secured packing in wooden box with deck size and apparatus size mentioned on the box.

#### **4. 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.

#### **5. Penalty:**

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.

#### **6. TENDER EVALUATION PROCEDURE:**

Evaluation will be done on overall L-1 basis considering price preference as per GeM guideline.

#### **Distribution of Order Quantity:**

**The tendered quantity is likely to be distributed among 02 technically qualified bidders.**

**In case, more than two (02) techno-commercially bidders get qualified, t**

hen, the tendered item will be sourced from minimum 02 Suppliers and the PO quantity will be distributed in the ratio of 70:30 i.e. the lowest bidder (L-1) will be offered 70% of the tendered quantity and balance 30% will be offered next lowest bidders, subject to matching of the lowest bidder price on destination cost basis. In case, L-2 firms refuses to match the L-1 price, then next lowest firm shall be given an opportunity to match the L-1 price and so on and so forth.

In case, the bidder (s) are not ready to match the price offered by L-1 bidder then PO for the 100% tendered quantity may be issued in favor of L-1 bidder. **The price matching for quantity distribution shall be done after Reverse Auction.**

### **7. 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.

### **8. RISK PURCHASE:**

- 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.

### **9. 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 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.

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](mailto:suman.santra@nmdc.co.in), 7003938003.
- ii. Mr. Shashikant Prasad, Sr. Mgr. (MM), [naveengandi@nmdc.co.in](mailto:naveengandi@nmdc.co.in), 8718888289.
- iii. Mr. Vineet Kumar Soni, AGM (Mat), [vineetsoni@nmdc.co.in](mailto:vineetsoni@nmdc.co.in), 7489890196.
- iv. Mr. Samya Bhookya, GM-MM, [bsamya@nmdc.co.in](mailto:bsamya@nmdc.co.in), 9425591021.

**Annexure-I**

**DECLARATION CERTIFICATE FOR LOCAL CONTENT**  
**(Tender value Less than Rs 10 Crores)**

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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 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:

<b>Tender Item Sr No</b>	<b>Local content calculated as above %</b>	<b>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.)</b>

(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 dt 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.

**Annexure-II**

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

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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.

#### 4. Buyer Added Bid Specific ATC

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

### अस्वीकरण/Disclaimer

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

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

terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

[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---