

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	11-02-2026 18:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	11-02-2026 18:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	150 (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	84
वस्तु श्रेणी /Item Category	TYRE 12-16.5 (TUBEL 248 B (BIAS BE 16.5 , TYRE 14.00-25(TUBE 395 BIAS 25
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Tyre and Tube
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Spares Tyre for Tyre coupling, XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Nitrogen Tyre Inflators, Pneumatic Tyres for Commercial Vehicles - Diagonal and Radial Ply Marked to IS 15636, Tyre Killer (MHA), Entry and Mid Level Desktop Computer, Puncture Kit (Gujarat Govt) as per IS 996, Modular Table / Meeting Table / Centre Table (V2), Tyre Air Pressure Gauge, Flaps for Pneumatic Tyres and Tubes (V2) Conforming to IS 9168
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none">Copper Tube 104.9mm-OFB
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details

विक्रेता से मांगे गए दस्तावेज़/ Document required from seller	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/ Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	8
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
प्राथमिक उत्पाद श्रेणी/ Primary product category	TYRE 12-16.5 (TUBEL 248 B (BIAS BE 16.5
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	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)	3429

Schedule 2 ईएमडी राशि/EMD Amount (In INR)	25498
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ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	15

(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
 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)
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एमएसई खरीद वरीयता/MSE Purchase Preference

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

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

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

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

submitted.

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	Tyre 12-16.5 (tubel 248 B (bias Be 16.5	24
Schedule 2	Tyre 14.00-25(tube 395 Bias 25	60

TYRE 12-16.5 (TUBEL 248 B (BIAS BE 16.5 (24 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	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	Praveen Sonteke	494001,NMDC STEEL LIMITED, C/o NMDC Iron & Steel Plant, Nagarnar, postbox no.2, Jagdalpur , Dist .Bastar, CG 494001	24	30

TYRE 14.00-25(TUBE 395 BIAS 25 (60 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	Download
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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	Praveen Sonteke	494001,NMDC STEEL LIMITED, C/o NMDC Iron & Steel Plant, Nagarnar, postbox no.2, Jagdalpur , Dist .Bastar, CG 494001	60	30

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

ATC (ADDITIONAL TERMS & CONDITIONS)**1. ACCEPTABLE MAKE:**

Offers received from below mentioned Makes are only acceptable. Offers received from other makes shall not be entertained and will be summarily rejected. In case any dealer is submitting on the behalf of the above mentioned makes, a valid authorization certificate issued by concerned make is required.

1. M/s CEAT
2. M/s JK Tyre
3. M/s Apollo
4. M/s Bridgestone
5. M/s BKT

6. M/s MRF
7. M/s Goodyear

Note: -

Offers received from the above-mentioned makes or their authorized dealers will only be considered as valid for evaluation. If any other firm submit offer against 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 firms which are not established / proved in NMDC Steel Limited.

However other firms, who are capable of supplying the tendered items as per the technical specification mentioned in the tender document, may submit their credentials to GM (Materials), NMDC Steel Limited, Nagarnar, Jagdalpur, Chhattisgarh.

Other Term and Condition

Tenderers are required to reply all commercial terms & conditions point wise and clause wise.

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

Name & Designation:

1. Mr. M. Anand Kumar, Mgr. (Materials) manandkumar@nmdc.co.in

Contact no.: 8718880112

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2. Mr. NISHCHAL AGNIHOTRI (AGM) nagnihotri@nmdc.co.in

Contact no.: 9676207460

3. Mr. Samya Bhookya (GM-MM) bsamya@nmdc.co.in

PERFORMANCE BANK GURANTEE:

The supplier shall submit Bank Guarantee of 10 % value of the basic order value towards Performance Bank Guarantee. The performance guarantee shall be supported by a bank guarantee for 10% 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-VI

Enclosures:

1. Annexure-I: Schedule of Tender

2. Annexure-II: List of supportive Documents/Certificates/Undertakings to be submitted by the bidder.
3. Annexure-III: Make in India (MII)
4. Annexure-IV: Performance guarantee

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ANNEXURE-I

SCHEDULE OF TENDER:

1. The offers shall be submitted through GeM Portal only. No other mode is acceptable.
2. The offer may be submitted well before the due date and time of offer submission. NM DC Limited shall not be responsible for non-submission of the offer through GEM Portal, within the due date and time, due to internet speed or any other issues.

Note: All invoices, challan, dispatch documents, correspondence, and any other related documentation shall have to be raised in the name of **NMDC STEEL LIMITED** as per details given below:

Name of the company: NMDC STEEL LIMITED

Address: C/o NMDC IRON AND STEEL PLANT, Nagarnar, BASTAR, Chhattisgarh, PIN - 494001

PAN No. AAFCN3661C

GST No. 22AAF3661C1Z

Instruction to bidders:

Penalty Clause: If the Seller fails to deliver any or all of the Goods within the original delivery period(s) specified in the contract, the Buyer will reserve the right to levy/deduct/recover the penalty for the delay @ 0.5% of the basic order value of the un-delivered quantity for each week or part thereof but subject to maximum 5% (five percent) of the total basic order value.

Warranty Clause: The items shall be under warranty for a period of 18 months from the date of dispatch or 12 months from the date of receipt of the items at site, whichever is earlier, against manufacturing defects, faulty materials and bad workmanship / Standard manufacturing warranty shall be applicable.

Payment Terms: 100% payment with applicable full taxes will be released within 30 days against receipt & acceptance of ordered items.

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ANNEXURE-II

List of supportive Documents /Certificates/Undertakings to be submitted by the bidder at the time of submission of their offer.

1. Bidder shall seal and sign on all the pages of technical specification and upload the same along with the bid as their confirmation of compliance to the technical specifications as per bid enquiry.
2. Compliance and acceptance of all terms & conditions as per GeM bid enquiry.

Deviation (if any) may specifically be submitted separately

3. EMD Deposit Receipt (if applicable).

1. **Earnest Money Deposit**

- a. Your Bid must be accompanied by EMD of value **Rs. 28,927/-** as per the bid by online payment through Bank.
- b. EMD in Bank Guarantee (BG) & Demand Draft (DD) is not acceptable.
- c. Bids without EMD shall be summarily rejected.
- d. However, exemption from submission of EMD is applicable as per GeM Policies. Copies of Proofs towards exemption of submission of EMD should be uploaded on GeM portal. Those offers complying above condition will only be considered.
- e. Bidders intending to submit Earnest Money deposit online may follow following link and procedure:
 - (i) Open the web portal: <https://www.onlinesbi.com/prelogin/icollecthome.htm>
 - (ii) Click Check Box to proceed for payment "I have read and accepted the terms and conditions stated above"
 - (iii) Click "Proceed "Button.
 - (iv) Select State of Corporate/Institution * as "Chhattisgarh" and select Type corporate/Institution *as" PSU-PUBLIC SECTOR UNDERTAKING" and click "Go".
 - (v) Select from PSU-PUBLIC SECTOR UNDERTAKING* name as "NATIONAL MINERAL DEVELOPMENT CORPORATION LIMITED" and Click "Submit".
 - (vi) Select payment Category * as "OUTSIDERS FOR NISP NAGARNAR"
 - (vii) 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.
 - (viii) Bidder may also enter details such as Name, Date of Birth (For Person Banking)/Incorporation (For Corporate Banking) & Mobile Number. This is requiring to reprint the e-receipt/ remittance (PAP) form, if need arises.
 - (ix) Bidder may confirm the details and proceed for payment.
 - (x) NSL 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 NSL within due date and time of submission of tender, the corresponding tender of non- exempted bidder(s) will be rejected.
 - (xi) 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.

(xii) Non exempted bidder has to pay online for as aforesaid, separately for EMD.

- f. 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.
- g. 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.
- h. NSL 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 NSL 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.

The guidelines against EMD shall be as per GEM GTC.

ANNEXURE-III

((ON LETTER HEAD OF THE FIRM))

SELF CERTIFICATION REGARDING LOCAL CONTENT

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

The address of Manufacturing Unit:

(Sign)
(Seal)

(OR)

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

The address of Manufacturing unit:

(Sign)
(Seal)

(Fill the relevant portion and submit/upload in part B of offer)

Note: Class I Local supplier only shall get purchase preference as per Make in India Policy

XURE VI

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**PROFORMA BANK GUARANTEE FOR 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 not withstanding any difference between the owner and contractor or any dispute pending before any court, tribunal or any authority.

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

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

The Bank also agrees that the owner at its option shall be entitled to enforce this

guarantee against the Bank as a principal debtor, in the first instance without proceeding against the contractor and notwithstanding any security or other guarantee that the owner may have in relation the contractors' liabilities.

1. The Bank guarantee shall remain in full force and effect 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 from 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 order value.

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

3. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in

the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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

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

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

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

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

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

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

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

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

---धन्यवाद/Thank You---