

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	07-03-2026 20:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	07-03-2026 20:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	90 (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	868
वस्तु श्रेणी / Item Category	CAST HOUSE DRILL M C CENTERING CARBON , CAST HOUSE DRILL M C WEDGE PLAT E 350A , CAST HOUSE DRILL M C CENTERING E 350BR , CAST HOUSE MUD GUN NOSE WEAR ALLOY S , CAST HOUSE MUD GUN NOZZLE EXT ALLOY S , CAST HOUSE MUD GUN FIXATION P ALLOY S
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	MUDGUN & DRILL MACHINE
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Portable Drill Machine, Seed cum Fertilizer Drill, Blacksmith Tool Kit (YSSY UP Govt.), Seed Drill, High Vacuum Suction Machine (V2), Drill Sleeve, Electric Drill, Roti Making Machine, Radial Drilling Machine, Sanitary Napkins Vending Machines
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • Portable Drill Machine
बीओक्यू शीर्षक / BOQ Title	Supply of Mudgun and Drill machine
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) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	7
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	CAST HOUSE DRILL M C CENTERING CARBON
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)	12980
Schedule 2 ईएमडी राशि/EMD Amount (In INR)	270

Schedule 3 ईएमडी राशि/EMD Amount (In INR)	3330
Schedule 4 ईएमडी राशि/EMD Amount (In INR)	45450
Schedule 5 ईएमडी राशि/EMD Amount (In INR)	20970
Schedule 6 ईएमडी राशि/EMD Amount (In INR)	1000

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

(c).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

AGM, FINANCE
NMDC STEEL Limited, C/O NMDC Iron Steel Plant Jagdalpur Bastar CG 494001.
(Mukti Kanta 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:

- 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

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	Cast House Drill M C Centering Carbon	100
Schedule 2	Cast House Drill M C Wedge Plat E 350a	52
Schedule 3	Cast House Drill M C Centering E 350br	152
Schedule 4	Cast House Mud Gun Nose Wear Alloy S	252
Schedule 5	Cast House Mud Gun Nozzle Ext Alloy S	60
Schedule 6	Cast House Mud Gun Fixation P Alloy S	252

CAST HOUSE DRILL M C CENTERING CARBON

(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

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	100	365

CAST HOUSE DRILL M C WEDGE PLAT E 350A

(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

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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	52	365

CAST HOUSE DRILL M C CENTERING E 350BR

(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

Specification Document	View File
BOQ Detail Document	View File

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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	152	365

CAST HOUSE MUD GUN NOSE WEAR ALLOY S

(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

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	252	365

CAST HOUSE MUD GUN NOZZLE EXT ALLOY S

(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

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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, Jagdapur , Dist .Bastar, CG 494001	60	365

CAST HOUSE MUD GUN FIXATION P ALLOY S

(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

Specification Document	View File
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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, Jagdapur , Dist .Bastar, CG 494001	252	365

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

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For NSL ref.: SP-5449/ C.No.833/Mudgun&Drill Machine
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ATC (ADDITIONAL TERMS & CONDITIONS)

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1. **Pre-Qualification Criteria:**

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- a. The prospective tenderer (Which term shall mean and include the Manufacturer and /or its authorized distributor/Dealer/ Channel Partner) must have supplied at least 1 no. of same or similar items to any steel Industry during the last **07** Years prior to this tender. Documentary evidence to the above should be enclosed .
- b. **Similar items mean:** Mudgun or Claygun or Drill Machine or Taphole opener or Mudgun accessories or Drill Machine accessories or Mudgun nozzle or Mudgun nose wear ring or Mudgun nozzle extension or Mudgun Fixation pin or Drill machine centering device or Drill machine wedge plate or Drill machine centering jaw .

The following documents are to be submitted for fulfilling the above PQ Criteria:

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

Where the tenderer is an authorized dealer of the OEM, such tenderer may submit documents of OEM for satisfying the above Pre-Qualifying Criteria supplied either through OEM or by them.

Note:

1. 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

tted 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.

2. NSL also reserves the right to seek any additional related documents / any other financial documents, etc., if required.
3. **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 orders shall be asked for so as to qualify the bidder.**

4. Bidders who have supplied the tendered item(s) successfully to NSL-Nagarnar as per this tender PQ eligibility criteria i.e. specification, quantity and period of supply etc. during any of the last seven (07) years prior to issue date of this tender and performance of the supplied item(s) was satisfactory and accepted by NSL, such bidder(s) if they have not submitted the documents as mentioned in the Pre-Qualification Criteria (PQC) of the tender, during subsequent clarification, can submit Purchase Order number(s) against which supplies as per tender PQC have been made successfully to NSL-Nagarnar earlier. The details of Supplied Quantity, Specification, Period of Supply etc. may also be submitted for evaluation of their offer in line with Pre-Qualification Criteria (PQC) of the tender

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

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Name & Designation:

- I. Mr. Deepak Patel, Executive-I(MM)/ d.patel@nmdc.co.in
- II. Mr. Shashikant Prasad, SM (Mech.) / shashikantprasad@nmdc.co.in
- III. Mr. Vineet Soni, AGM. (MM) vineetsoni@nmdc.co.in

2. Earnest Money Deposit:

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- a. Your Bid must be accompanied by EMD OF value **Rs. 84,000/-** by online payment through Bank. Bidders intending to submit Earnest Money deposit online may follow following link and procedure:
- b. Open the web portal: <https://www.onlinesbi.sbi/sbicollect/icollecthome.html>
 - I. Select Category "PSU-PUBLIC SECTOR UNDERTAKING"
 - II. Select State of from Filter by State as "Chhattisgarh" and Select name as " NMDC LIMITED "
 - III. Select payment Category * as "**OUTSIDERS FOR NISP NAGARNAR**"

IV. Bidder may fill up their relevant details as Name, Address, GST No, contact person Mobile no., Purpose (EMD/Tender paper Cost /Security Deposit, whichever is applicable as applicable), Amount (as per tender), Remarks.

V. Bidder may also enter details such as Name, Date of Birth (For Person Banking)/Incorporation (For Corporate Banking) & Mobile Number. This is required to reprint the e-receipt/ remittance (PAP) form, if need arises.

VI. Bidder may confirm the details and proceed for payment.

VII. NMDC steel Limited will not be responsible for incorrect/Wrong payment (s) made by the bidder and delay in transaction. Further, if respective amount of EMD Cost (as stipulated in tender) is not received by NMDC steel Limited within due date and time of submission of tender, the corresponding tender of non- exempted bidder(s) will be rejected.

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

IX. Non exempted bidder has to pay online for as aforesaid, separately for EMD.

- c. 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.
- d. 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.
- e. 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.

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 inform of BG is not acceptable.

3. **Payment Terms:**

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

Our standard payment terms are as below:

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

4. **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, NMDC shall reserve the right to levy Liquidated Damages on the supplier at 0.5% of the basic order value (excluding GST) of the undelivered stores for each week or part thereof of delay but not exceeding 5% of the basic order value (excluding GST) of such materials.

5. **Delivery:** The material should be delivered as below:

S. No.	Short Description	Item Code	0-3 months	3-6 months	6-9 months	9-12 months
1	1600229771	CAST HOUSE DRILL M/C C ENTERING CARBON	25	25	25	25
2	1600229770	CAST HOUSE DRILL M/C WEDGE PLAT E-350A,	13	13	13	13
3	1600229769	CAST HOUSE DRILL M/C C ENTERING E-350BR	38	38	38	38
4	1600229776	CAST HOUSE MUD GUN NOSE WEAR ALLOY S	63	63	63	63
5	1600229775	CAST HOUSE MUD GUN NOZZLE EXT ALLOY S	15	15	15	15
6	1600229774	CAST HOUSE MUD GUN FIXATION P ALLOY S	63	63	63	63

6. Warranty:

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.

7. Inspection:

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.

8. 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 orders/ circulars related if any shall be applicable for this tender.

9. Settlement of Disputes

9.1 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 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.

9.2 ARBITRATION:

9.2.1. FOR ALL THE TENDERS OTHER THAN GLOBAL TENDERS

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

9.2.1.2 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.

9.3.1.3 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.

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

9.3.3

9.3.3.1. Arbitration between a Central Public Sector Undertaking of the Government of India (not under the Ministry of Steel) and the Employer shall be as per the guidelines of Ministry of Heavy Industries and Public Enterprises, Government of India.

9.3.3.2. Arbitration between a Central Public Sector Undertaking of the Government of India under the Ministry of Steel, Government of India and the Employer, shall be as per the guidelines of the Ministry of Steel.

9.3.4. 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.

i. 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.

Continue....

10. Local Content Certificate:

Annexure-I

DECLARATION CERTIFICATE FOR LOCAL CONTENT

(Tender value Less than Rs 10 Crores)

(ON LETTER HEAD OF THE FIRM)

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

The address of Manufacturing Unit:

We also understand that the false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

(Sign & Seal)

(OR)

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

The address of Manufacturing Unit:

We also understand that the false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

(Sign & Seal)

NOTE:

- 1) Self declaration has to be submitted in the Company Letter head by the bidder.
- 2) **Class I Local supplier** only shall get purchase preference as per Make in India Policy, Order 2017.

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11. Bank Details Confirmation as per Annexure-II

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

To,

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

Sub: Payment through e-payment mode

Dear Sir,

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

1.	Beneficiary Name	
2.	Account Type	
3.	Account No.	
4.	Name of Bank	

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

I further authorize NMDC Steel Limited to seek references from bankers of the above bank.

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.

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---