

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	29-01-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	29-01-2026 15:30:00
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 Limited
संगठन का नाम/Organisation Name	Nmdc Limited
कार्यालय का नाम/Office Name	Hyderabad
कुल मात्रा/Total Quantity	124
वस्तु श्रेणी /Item Category	OTR Tyres (V2) (Q3)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (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 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

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
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

आवश्यकता/Required	No
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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).	27

(a) 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(Materials)
BIOM Bachel Complex, NMDC Limited, Bachel Chhatisgarh 494553.
(B. Lachu)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

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

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.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

OTR Tyres (V2) (124 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

* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Generic	TRA Code	E4
Dimension and Constructions	Tyre Type	Tubeless
	Tyre Size (Inch)	27.00 R 49
	Ply Rating	N.A.
	Provided with	O-ring

Additional Specification Parameters - OTR Tyres (V2) (124 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
TECHNICAL SPECIFICATIONS 1	OTR Tubeless Radial Tyres a) Size : 27.00 R 49 , b) Type : E4. c) Cut resistant- 2 Star rating. d) Radial tyre e) Tubeless with suitable O ring for 85/100 Ton capacity dumper. Suitable for 85/100 Ton Dumpers.

* Bidders offering must also comply with the additional specification parameters mentioned above.

इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	100%

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	Mohammad Mehboob Ullah	494556,NMDC LTD, KIRANDUL COMPLEX, BAILADILA,KIRANDUL PO, CHATTISGARH	66	300
2	Banothu Lachu	494553,NMDC LTD, BACHELI COMPLEX,BAILADILA, BACHELI PO, CHATTISGARH	58	300

Special terms and conditions-Version:1 effective from 04-02-2025 for category OTR Tyres (V2)

1. Special Terms and Conditions for OTR Tyres

1. The category: "OTR Tyres" is to cater to the requirements of procurement of OTR Tyres. This category is bid only category and Direct Purchase is not enabled.
2. The buyer may specify the details of the vehicle for which OTR tyres are required.
3. Details with respect to TKPH may be specified by the buyer in the bid (wherever required).
4. Details on environmental conditions, working conditions and specific application may also be included by the buyer in the bid.
5. Details on warranty shall be specified by the buyer in the bid.
6. The buyer may verify that the supplied tyre is not more than 6 months old from its manufacturing date.

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

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Pre- Qualifying Conditions:

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a) The prospective bidder (which term shall mean and include the Manufacturer or its Authorised Distributor/Dealer/ Stockist and/ or its agent(s), viz. channel partner, Marketing /Trading houses or by whatever other name is known) must have supplied, jointly or severally as the case may be, 06 nos. of Quoted Make, Quoted Size or Higher Size (only Dumper tyres) OTR Tubeless Radial Tyres in India/ outside India during the last 10 years ending last day of the month previous to the one in which tenders are invited. Relevant documents to be submitted.

· All the Six Tyres should be working satisfactorily for a minimum period of 5000 hrs in Iron Ore Mines from the date of fitment, during the last 10 years ending last day of the month previous to the one in which tenders are invited. Relevant documents to be submitted.

· Valid authorization certificate should be provided in case of offer submitted by other than the manufacturer.

· In case bidders who are not in a position to submit the past supply order copies, invoices, commissioning report, satisfactory performance report etc., due to confidentiality law of particular country, a copy of such laws should be enclosed along with the offer for claiming exemption for submitting the above documents and in such cases the bidder should enclose a customer list for the type and model of equipment offered duly Ink signed and stamped by the Original Equipment Manufacturer and duly notarized through their Indian counter Part / Agencies, clearly indicating the Customer Name & Address , Contact number and date, Date of supply, erection & commissioning, guaranteed annual availability, if any , as per the performance guarantee clause of the supply order/purchase order and actual achieved annual availability for minimum period of 1 year for each Tyres supplied.

b) The tenderer should give a self-certificate along with their offer in Technical-commercial bid, stating that the desired level of performance guarantee parameters stipulated in the said order, have been met and no guarantee/warranty is pending against the supply order received by them. However, NMDC reserves the right to verify the above or get the performance details from the concerned buyer/customers of equipment/tyre.

Tenderers are also required to furnish relevant information regarding name of the customer, contact details, supply order reference, date of tyre fitment, hours

already worked and present status.

c) The bidder should have well established after sales service, parts network and repair facilities in India either through themselves or through their authorized service agents. In case the bidder does not have such facility in India, they should establish such facility within 03 months of supply of the Tyres.”

Notes to the Pre-Qualification Criteria: Clarification of Bids/ Shortfall documents: NMDC shall seek the respective clarifications from the concerned bidders. However, no new credentials shall be allowed to be submitted after opening of the bids.

1. E.M.D.:

- The EMD amount is **Rs 10,82,470/-** (Rupees Ten Lakhs Eighty Two Thousand Four Hundred and Seventy only).
- Bidders are required to deposit EMD In favour of NMDC Limited, from any Nationalized Indian Bank /Scheduled Commercial Bank (except cooperative and Gramin Bank) including a foreign bank having a branch in India in either of the following modes:
- Demand Draft (DD) / Bank Guarantee (including e-BG) valid for 6 months + 3 months claim expiry period.
- Bank transfer through NEFT / RTGS / SWIFT to NMDC bank account mentioned in tender document. The proof of such transfer / transaction like UTR number / SWIFT copy etc. needs to be submitted with the Offer. The bank details are as follows:

Bank Name	A/c. No.	IFSC CODE	Branch
State Bank of India	52057027191	SBIN0020728	NMDC Branch, Masab Tank, Hyderabad.

· **In case the EMD submitted is not as per the value specified in the tender, the same shall be summarily rejected.**

· **The tenders received without EMD shall be summarily rejected.**

· **In case the above referred original DD/BG does not reach us with in the stipulated offer submission date and time, the offer will be rejected, as per the GeM Portal guidelines as applicable for the submission of EMD.**

· The bidder has to furnish the DD/BG Number, Date of Issue, Expiry Date, Amount and Name of Issuing Bank, while submitting the tender on line. Also the bidder has to upload the scanned copy of DD/BG for “EMD” during submission of bid on line.

· The bidder has to send the original Demand Draft/Bank Guarantee against “EMD” drawn in favour of NMDC Limited, **in a sealed cover indicating ‘EMD’, tender no. and date on top of cover**, directly to The General Manager (MM), Material Management Department, NMDC Limited, 5th Floor, Castle Hills, Masab Tank, Hyderabad - 500028 so as to reach before bid closing date and time.

· Bidders seeking claim from exemption of submission of EMD as per Govt. guidelines shall submit the relevant documents/ copy of the notification (latest) well in advance i.e; relevant documents/copy of the notification (latest) has to reach : The General Manager (MM), Material Management Department, NMDC Limited, 5th Floor, Castle Hills, Masab Tank, Hyderabad - 500028 before bid closing date and time.

· Those offers complying above condition will only be considered for tender opening in GeM Portal. If the hard copy of EMD are not received at GM (Materials) MM Dept. 5th Floor, NMDC Ltd, Khanij Bhavan, 10-3-311/A Castle Hills, Masab Tank, Hyderabad — 500028 on the offer submission date and time, then such online offers submitted in GeM Portal will be rejected as per the GeM Portal guidelines as applicable for the submission of EMD.

· **The clauses pertaining to the exemption of bidders from the submission of EMD as per the GTC (General Terms and Conditions) of GeM bid shall be applicable.**

· MSE units are required to submit the valid documentary evidence as per provisions of the government policy detailed in PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (PPP-MSEs:2012), to the effect from the concerned authorities for the items quoted by them.

· Traders / Dealers are not eligible for any MSE benefits. Further, Medium firms are also not eligible for any MSE benefits.

- Govt. Depts/ Undertakings need not submit EMD.
- However, a copy of above supporting document should be uploaded in GeM Portal.
- For transfer of EMD through NEFT / RGTS / SWIFT, NMDC is not responsible for any delay or failure of payments. EMD should be credited to NMDC's bank account, before the offer submission date and time.
- Bidder shall be responsible for the correctness and completeness of the BG / DD / Bank transfer submitted towards EMD. In case the EMD submitted is not as per the value specified in the tender, the same shall be summarily rejected.
- Bidder's EMD will be forfeited if the bidder withdraws or amends its/ his tender or impairs or derogates from the tender in any respect within the period of validity of the tender.
- The Integrity Pact format as per **Annexure XI** and Self Certificate for completeness of Integrity Pact as per **Annexure XII** shall be duly filled and signed and to be sent along with EMD so as to reach well in advance to The General Manager (MM), Materials Management Department, NMDC Limited, 5th Floor, Castle Hills, Masab Tank, Hyderabad - 500028 before bid closing date and time.

Non- receipt of Integrity Pact with bid - In case of receipt of any bid /offer without accompanying Integrity Pact (Physical copy in sealed envelope), within the due date and time(offer submission date and time), the respective bid / offer shall be considered to be non-responsive and summarily rejected.

However, a copy of the supporting document should be submitted through GeM Portal.

1. PAYMENT: Our standard payment terms are as below:

I) Advance payment terms are not acceptable.

II) 100% amount within 30 days after receipt and acceptance of materials, on submission of all original documents and PBG.

- i. Clear Lorry Receipt.
- ii. Invoice.
- iii. Packing List.
- iv. Test Certificates.
- v. Warranty Certificate.
- vi. PBG.

1. SECURITY DEPOSIT:

The Successful bidder(s) should deposit security deposit to NMDC Ltd @ **5 %** of the Contract value (excluding taxes) within 30 days of PO towards satisfactory performance of the contract from any Nationalized Indian Bank/ Scheduled Commercial Bank (except cooperative and Gramin Bank) including a foreign bank having a branch in India in either of the following modes:

- Demand Draft (DD) / Bank Guarantee (including e-BG) for delivery period + 3 months claim period.
- Bank transfer through NEFT / RTGS / SWIFT to NMDC. The proof of such transfer / transaction like UTR number / SWIFT copy etc. needs to be submitted to NMDC within 30 days of Order placement. In case the materials are supplied as per PO quantity and received within 30 days of PO, the security deposit shall be exempted. The Security deposit has to be submitted to the respective Consignee's (projects). The bank details of the respective Consignees (projects) shall be intimated later.
- Govt guidelines issued from time to time regarding Security Deposit shall be followed.
- In case the bidder does not agree to submit Security Deposit as stipulated in the tender conditions, their offer **shall be rejected**, except for the Bidders, who have got exemption for submitting the Security Deposit as per Government guidelines.
- In the event of placement of an order, should the supplier fail to submit the Security Deposit within 30 days of PO, a penal interest at 12% per annum of the SD amount shall be charged beyond 30 days i.e. from the 31st day of effective date of contract.
- The Security Deposit shall not be insisted from Govt Depts./ Undertakings.

- The Security Deposit Bank Guarantee / amount will be returned by NMDC, once the supply is made and accepted, or pending job/ work is completed and PBG is submitted (wherever applicable).

- Liquidated Damages / Risk purchase cost claimed by NMDC, if any, against discrepancy in supply or completion of job/ work (delay in supply / supply of deficient materials / failure to supply/ failure to complete job/ work etc.) may be adjusted against Security Deposit wherever the supplier is responsible for discrepancy in supply and Force Majeure is not involved.

1. DELIVERY PERIOD: The delivery schedule is as follows:

Sl No	Within 30 days from date of GeM PO	Within 120 days from date of GeM PO	Within 210 days from date of GeM PO	Within 300 days from date of GeM PO	Total
Kiran dul	20		20	26	66
Bach eli	17	6	18	17	58
					124

1. PERFORMANCE BANK GUARANTEE:

- The successful Supplier shall submit a Bank Guarantee from Nationalized Indian Bank/ Scheduled commercial bank (except Co-operative and Gramin Bank) including a foreign bank having a branch in India, towards satisfactory performance for **10%** of contract value (excluding taxes).

- The PBG bears no interest and is refundable after satisfactory completion of the PBG period.

- PBG shall be submitted (wherever applicable) by successful bidder of order placement with validity for warranty period plus three months claim period in favour of NMDC Limited, from any Nationalized Indian Bank/ Scheduled commercial bank (except Co-operative and Gramin Bank) including a foreign bank having a branch in India in the form of Bank Guarantee (including e-BG) valid for warranty period + 3 months claim period in case if the performance linked with warranty.

- In the event of placement of an order, should the supplier fail to submit the PBG within 30 days of Dispatch/ Acceptance/ Commissioning of materials (as defined in the PO, a penal interest at 12% per annum of the PBG amount shall be charged beyond 30 days i.e. from the 31st day of effective date of Dispatch/ Acceptance/ Commissioning of materials.

- If the supplier fails to submit PBG even after suitable extension, then NMDC shall forfeit the EMD/SD of that bidder and shall eliminate the bidder (including MSE) from participating in case of Retender.

- GoI guidelines on Performance Bank Guarantee from time to time shall be followed.

- This BG shall be returned to the supplier only after the completion of contract period plus 3 months grace period upon confirmation of satisfactory performance of the contract.

- The performance BG, if liquidated damages are not claimed, will be returned by NMDC once the supplier has fulfilled the contractual terms but not later than 60 days of the completion of all obligations including the warranty under the contract.

- The PBG will be forfeited and credited to the NMDC's account in the event of a breach of contract by the contractor.

- Bank Guarantees from all Nationalized Banks in India, Scheduled Commercial Banks in India (except Co-operative and Gramin Bank), Foreign Banks having branches in India, may be accepted for the following purposes:

- i Bank Guarantee towards Earnest Money Deposits (EMD).
- ii Bank Guarantee towards Security Deposit/ Performance Security
- iii Bank Guarantee towards Warranty / PBG

1. Internal Performance Clause: “NMDC reserves the right to **reject** the offer of any bidder on the basis of unsatisfactory/ adverse performance of quoted make Radial OTR tyres supplied in any respect to NMDC projects and also based on any written information received with respect to supplies effected by bidder to any other PSU / Govt. organization, during last 5 financial years onwards till the valuation of tender”.

1. DENIAL CLAUSE (DC)

Any increase in statutory duties and/or upward rise in prices due to the PVC clause (if applicable as per the tender conditions) and/or any adverse fluctuation in foreign exchange are to be borne by the seller during the extended delivery period, while the purchaser reserves his right to get any benefit of a downward revisions in statutory duties, PVC and foreign exchange rate. Thus, PVC, other variations and foreign exchange clauses operate only during the original delivery period.

2. Risk Purchase :

In the event of failure of the supplier to deliver goods, services and goods cum services or dispatch the item / equipment / stores within the stipulated date/period of the supply order or failure in completion of job/ work/service or in the event of breach of any of the terms and conditions mentioned in the order, NMDC reserves the right to cancel the order and make alternative purchase of the materials of similar description or get the job/ work/ service completed from elsewhere at their risk and cost duly giving an advance notice of 15 days to this effect and in such an event the seller will be liable to pay any losses that may be incurred by the buyer.

In the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may also be recovered from the pending bills of the defaulting supplier against any other supplies pending in NMDC.

CONDITIONS FOR RISK PURCHASE: Risk purchase action may be initiated as a last resort, under any of the following conditions:

- a) When the supplier fails to deliver the materials or complete the job/ work/ service even after the delivery period is extended on several occasion, on request from the supplier.
- b) When the supplier fails to respond to purchaser’s request for supply of the materials or complete the job/ work / service and fails to provide any reason which is considered to be genuine, for the delay in supply or completion of work.
- c) When in the judgement of the purchaser the supplier is unable to execute the order due to various reasons.
- d) When the materials / work/ service completion is urgently required, and the supplier fails to deliver the materials or complete the job/ work/ service within the

extended/original delivery schedule.

e) When the supplier breaches any of the terms and conditions of the order and as a result fails to execute the order satisfactorily.

f) The invocation of Risk Purchase & corresponding amount recoverable under the same shall be independent from any amount recoverable under LD provision S.

The Technical Specification of the Tyres shall be as per Annexure -III of the tender document (ATC document).

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---