बिड संख्या/Bid Number: GEM/2026/B/8198249
दिनांक /Dated: 24-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	14-11-2026 18:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	15-11-2026 18:00:00
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
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :lvsagar@nmdc.co.in Buyer Email id: buyer6.nsl.cg@gembuyer.in
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	2200036457 CSR/CRI equipment for CO lab+ 3 year AMC
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	CSR/CRI equipment for CO lab + 3 year AMC
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Laboratory Drying Oven
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Laboratory Drying Oven
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),Additional Doc 4 (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

बिड विवरण/Bid Details	
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	5
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within **30** days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	99200

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

AGM (FIN)
NMDC Iron Steel Plant Jagdalpur Bastar CG 494001, NMDC STEEL Limited, NMDC STEEL Limited, Ministry of Steel (Muktikant 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 availabele 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/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15

सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

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 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. 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.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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

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

2200036457 CSR/CRI Equipment For CO Lab+ 3 Year AMC (1 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

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Mahendra Raud	494001,NMDC STEEL LIMITED, C/o NMDC Iron & Steel Plant, Nagarnar, postbox no.2, Jagdalpur , Dist .Bastar, CG 494001	1	56

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

1. **Generic**

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

2. **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

   "File No.- MM-1220 / C. No.- xxx (For NSL reference only)"

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   Subject: Procurement of CSR/CRI Equipment at Coke Oven Lab including its accessories al ongwith 3 Year AMC after considering two years warranty period for CRCL Dept at NSL, N agarnar.

ATC (ADDITIONAL TERMS & CONDITIONS)

1. Pre-qualification criteria:

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 One number of CSR/CRI equipment in any organization during the last 07 Years prior to this tender. Documentary evidence to the above should be enclosed.

Similar items: CSR/CRI equipment.

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

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

Where the tenderer is an Authorized Distributor/Dealer/ Channel Partner of the OEM, such tenderer may submit docpme»ts of OEM for satisfying the above Pre-Oualifying Criteria supplied either throttph 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 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 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 order 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.

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2. Earnest Money Deposit

a. Your Tender must be accompanied by EMD **Rs. 99,200/-** (all incl.) as per the bid by online payment through Bank only **(EMD received though any mode other than mentioned below will not be considered)**. Bidders intending to submit Earnest Money deposit online may follow following link and procedure:

(i) Open the web portal: https://www.onlinesbi.sbi/sbicollect/icollecthome.htm.

(ii) Select Category “PSU-PUBLIC SECTOR UNDERTAKING”

(iii) Select State of from Filter by State as "Chhattisgarh" and Select name as " **NMDC LIMITED** ".

(iv) Select payment Category as "**OUTSIDERS FOR NISP NAGARNAR**"

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

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

(vii) Bidder may confirm the details and proceed for payment.

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

(ix) The copy of receipt(s) generated after successful payment of EMD Cost to be attached with the tender in technical bid document (as applicable. The acceptance of the receipt is subject to verification.

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

a. Copies of Proofs of EMD, Documents towards exemption of submission of EMD OF should be uploaded on GeM portal.

b. Tender should be accompanied by Earnest Money Deposit (EMD) for the amount stipulated above through online mode in favour of "NMDC Steel Limited ", Payable at SBI, Nagarnar.

c. NMDC Steel Limited will not be responsible for incorrect/Wrong payment (s) made by the bidder and delay in transaction. Further, if respective amount of EMD Cost (As stipulated in tender) is not received in 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. The acceptance of the receipt is subject to verification.

b. EMD of successful vendor shall be returned after successfully delivery of the materials. In the event of non-completion of supply, EMD will be forfeited.

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 payment terms are as below:

• 90% against the supply of the equipment along with accessories and 10% after successful commissioning of the equipment and training.

4. Penalty:

In the event of placement of an order, should the supplier fail to deliver the stor es in full or part thereof within 15 days of dispatch instruction through e-mail onl y, 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 w eek or part thereof of delay but not exceeding 5% of the basic order value (excl uding GST) of such materials.

5. **SECURITY DEPOSIT:** SD as 5% of total order value, which shall be valid for delivery period + 3 m onths. (**ANNEXURE-III**)

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.

Insurance Surety Bonds (ISB) can also be used as an instrument towards SECURITY DEPOSIT (Annex ure IX) in addition to existing instruments (i.e. SD). (**ANNEXURE-V**)

6. **PERFORMANCE BANK GUARANTEE:** PBG as 10% of total order value, which shall be valid for wa rranty period + 3 months. (**ANNEXURE-IV**)

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Performance Bank Guarantee (PBG) shall be 10% of contract value in order to safeguard purch aser's interest in all respect. PBG shall be submitted (as per Annexure IX) by successful bidder of order placement with validity for warranty period plus three months claim period in favour o f NMDC Steel 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 o f 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 day s 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 E MD/SD of that bidder and shall eliminate the bidder (including MSE) from participating in case of Retender.

*Suitable extension period shall start from 31st day from effective date.

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

Insurance Surety Bonds (ISB) can also be used as an instrument towards Performance Guarantee in addition to existing instruments (i.e. PBG). (**ANNEXURE-IV**)

Instructions for furnishing unconditional and irrevocable Insurance Surety Bond towards Perfor mance Guarantee:

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1. The Unconditional Insurance Surety Bond shall be from an Indian Insurance Company (Insurer) registered with Insurance Regulatory and Development Authority of India (IRDAI).

2. The Insurance Surety Bond by Indian Bidders will be given on non-judicial stamp paper / franking receipt as per stamp duty applicable where Insurer is issuing the Insurance Surety Bond. The non-judicial stamp paper/franking receipt should be either in name of the Insurer issuing the Insurance Surety Bond or the Supplier. Insurance Surety Bond is not applicable for Foreign Bidders.

3. Insurance Surety Bond can be submitted only if a bidder/supplier is required to submit Performance Security / Security Deposit in Indian Currency only.

4. The expiry date as mentioned in clause 10 (Annexure X) should be arrived at by adding 3 (three) months (for Indian bidders) to the contract completion date (including warranty obligation / defect liability period), unless otherwise specified in the bidding documents.

5. The expiry of claim period as mentioned in clause 12 (Annexure X) should be arrived at by adding one-month period from the date of expiry of the Insurance surety Bond.

6. A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser at its address as well as email as mentioned in NIT / Tender document, should be attached with the Insurance Surety Bond.

7. Matter to be mentioned in covering letter to be submitted by vendor along with insurance surety bond:

    1. Insurance Surety Bond No:

    2. Date of execution of Insurance Surety Bond:

    3. Expiry date of Insurance Surety bond:

    4. Expiry date of claim period of Insurance Surety:

    5. Vendor Name / Vendor Code:

    6. Insurance Surety Bond Amount:

    7. Tender No:

    8. Nature of Insurance Surety Bond:

    9. Insurer Details:

        a. Insurer Name:

        b. Address:

        c. Email Id:

        d. Phone No.:

7. SETTLEMENT OF DISPUTES:

A. CONCILIATION:

Any dispute, question, claim or difference arising out of or concerning this tender/ contract between the parties shall be settled through mutual negotiation by the parties and parties shall make all endeavors to settle this matter amicably. In case such amicable settlements is not possible, the parties shall take recourse to the conciliation proceedings for resolving such dispute, question, claim or differences.

The Conciliatory Committee shall comprise of the following:

(i) A nominee of NSL Management- Member

(Independent of the officer handling the case)

(ii) A nominee of the Supplier/ Contractor –Member

(Independent of the officer handling the case)

(iii) Head of Law/ Law officer of NSL- Member

The above committee shall conduct the conciliation proceedings in accordance wi th the provisions of the Arbitration and Conciliation Act 1996. The venue of the co nciliation shall be at Hyderabad. The settlement so arrived at final conciliation sh all be binding on both the parties and will not be called in question before any co urt or forum whatsoever.

Reference to arbitration shall be made only when conciliation has failed.

B. ARBITRATION:

FOR ALL THE TENDERS OTHER THAN GLOBAL TENDERS.

a. All disputes or differences which may arise between the Owner and Supplier/ Contractor in connec tion with this Contract (other than those in respect of which the decision of any person is expressed i n the Contract to be final and binding) shall, after written notice by either party to the other and to the Chairman cum Managing Director of the NSL (who will be the appointing authority), be referred for adj udication to the sole Arbitrator to be appointed as hereinafter provided.

b. The appointing authority will send within ninety days of receipt of the notice of arbitration a panel of t hree names of persons, not directly connected with work, to the Supplier/ Contractor who will select a ny one of the persons named to be appointed as a sole Arbitrator within 30 days of receipt of names. I f 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 wo rk is executed. The appointing authority shall on receipt of the names as aforesaid select any one of t he 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 Su pplier/ Contractor accordingly, the Supplier/ Contractor shall be entitled to invoke the provisions of the Indian Arbitration and Conciliation Act 1996 as amended from time to time.

c. The arbitral tribunal shall give reasons for its award. Each party shall bear its own cost and the cost of arbitration shall be equally borne by the parties. The award rendered in any arbitration hereunder s hall be final and binding upon the parties. The parties agree that neither party shall have any right to l egal proceedings concerning any dispute under this agreement other than to enforce or facilitate the execution of the award rendered in such arbitration.

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

FOR ALL GLOBAL TENDERS/INTERNATIONAL TENDER

e. All disputes or differences which may arise between the Owner and Supplier/ Contractor in connectio n with this Contract (other than those in respect of which the decision of any person is expressed in th e Contract to be final and binding) shall, after written notice by either party to the other, be referred f or adjudication to the panel of 3 arbitrators, one each nominated by each party, i.e. owner and Suppli er/ Contractor; and the third arbitrator / umpire shall be chosen by the two arbitrators from among t he retired Judges of any High Court / Supreme Court of India.

f. The arbitral tribunal shall give reasons for its award. Each party bear its own cost and the cost of arbitration shall be equally borne by the parties. The award rendered in any arbitration hereunder shall be final and binding upon the parties. The parties agree that neither party shall have any right to resort to legal proceedings concerning any dispute under this agreement other than to enforce or facilitate the execution of the award rendered in such arbitration.

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

FOR GOVERNMENT DEPARTMENT / PUBLIC SECTOR UNDERTAKINGS:

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

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

j. The further progress of any work under the contract shall unless otherwise directed by the Owner / Engineer continue during the arbitration proceedings and no payment due or payable by/ to the Owner shall be withheld on account of such proceedings. It shall not be open to arbitrator to consider and decide whether or not such work shall continue during the arbitration proceedings.

The laws applicable to the Contract shall be the laws in force in India. The Courts of Hyderabad, Telangana shall have exclusive jurisdiction in all matters arising under this Contract.

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

Name & Designation:

Praveen Sonteke, Ex-1B (Materials) praveen@nmdc.co.in

Shivam Mittal, S.Mgr. (Mech.) shivammittal@nmdc.co.in

Nishchal Agnihotri, AGM (Mech-MM) nagnihotri@nmdc.co.in

W Vinod Bhaurao, DGM (MM) wvinod@nmdc.co.in

P Brian Antony, GM (MM) antony@nmdc.co.in

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

9. Sustainable sourcing: The Bidders shall furnish an undertaking on their company letterhead (**Annexure-II**) confirming the sustainable sourcing i.e., embedding environmental, social, and ethical considerations into every step of their procurement indicating the percentage of inputs sourced sustainably. In the event of non-submission of the undertaking, it shall be deemed that the bidder does not follow sustainable sourcing practices and/or does not source materials sustainably.

10. Business responsibility and sustainability (BRSR) compliance

The bidder shall comply with the following requirement on sustainable and responsible public procurement during the execution of contract: -

1. Social- The bidder participating in the tender should comply all applicable labo

ur, occupational health & safety, and human rights laws throughout the contrac t period. The bidder shall ensure prohibition of child labour, forced labour, discri mination, and harassment; provide safe and healthy working conditions; respec t workers' rights to freedom of association; and ensure compliance by all subco ntractors and personnel engaged under the contract.

2. Environmental- The bidder/contractor shall conduct all activities in an environ mentally responsible manner and comply with all applicable environmental laws , regulations, and statutory approvals. The bidder shall take appropriate measur es to minimize environmental impacts arising from contract execution by prom oting pollution prevention, efficient use of natural resources, waste minimization, climate change mitigation, and protection of biodiversity.

3. Financial- The bidder shall maintain the highest standards of financial integrity, transparency, and ethical business conduct throughout the contract period. The bidder shall comply with all applicable financial, taxation, anti-corruption, anti-b ribery, anti-money laundering, and corporate governance laws. The bidder shall ensure fair business practices, timely statutory payments, responsible financial management, and complete transparency in financial transactions associated w ith the contract.

4. Regulatory- The bidder shall comply with all applicable Central, State, and Loca l laws, regulations, rules, notifications, and statutory requirements relevant to t he execution of the contract. The bidder shall obtain and maintain all necessary licences, registrations, permits, approvals, and certifications throughout the con tract period.

Reporting -BRSR compliant bidders should adhere to BRSR core reporting.

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Annexure-I

DECLARATION CERTIFICATE FOR LOCAL CONTENT

(Tender value Less than Rs 10 Crores)

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This declaration must form part of all tenders & it contains general information and serves as a decla ration form for all bidders. (Before completing this declaration, bidders must study the General Cond itions, Definitions, Govt Directives applicable respect of Local Content & prescribed tender conditions

).

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID/TENDER No. .....

ISSUED BY: (Name of Firm):.....

NB: The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, ... (full name), do hereby declare, in my capacity as ..... of ..... Name of bidder entity), the following:

1. The facts contained herein are within my own personal knowledge.
2. I have read and understood the requirement of local content (LC) and same is specified as percentage calculated in accordance with the definition provided at clause 2 of revised Public Procurement (preference to Make in India) Order 2017.

   "Local content" as per above order means the amount of value added in India which shall be the total value of items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent."

3. I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the local content requirements as specified in the tender for 'Class-I Local Supplier' / 'Class-II Local Supplier', and as above.

(d) I understand that a bidder can seek benefit of either Public Procurement Policy for MSEs -Order 2012 or Public Procurement (preference to Make in India) Order 2017 and not both and once the option is declared / selected it is not permitted to be modified subsequently. Accordingly, I seek the benefit from the below declared purchase preference policy only.

I seek benefits against the following policy only (**Select only one Option**):

1) PPP MSE Order 2012 (applicable for MSE manufacturers)

2) PPP MII 2017 (applicable for Class I suppliers as well as MSE manufacturers)

(Note: If not declared / selected it shall be deemed that purchase preference benefit is sought under PPP MII 2017 policy. However, selection of both the options will be treated as ambiguous and will result in rejection of bid)

(e) The local content calculated using the definition given above are as under:

Tender Item Sr No	**Local content calculated as above %**	**Location of local value addition (Location shall be the specified as name of city or district, etc. Location as name of country will be considered as ambiguous and such bids shall be rejected.)**

(1) Item wise details with percentage of each item is to be given.

(2) Attach separate sheet duly signed if space is not sufficient

NB: Local content percentage shall be declared item wise or tender wise strictly as per the terms of the tender.

(f) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dtd 16.09.2020_and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. In case of contract being awarded, I undertake to retain the relevant documents for 7 years from date of execution.

(g) I understand that the submission of incorrect data, or data that are not verifiable as described in revised Public Procurement (preference to Make in India) Order 2017, may result in the Procurement Authority / Nodal Ministry / MDL imposing any or all of the remedies as provided for in Clause 9 of the Revised Public Procurement (preference to Make in India) Order 2017 dated 16.09.2020

SIGNATURE_____ DATE:_____

Seal/Stamp of Bidder.

NOTE:

1. Class I local supplier means a supplier or service provider whose goods, services or works offered for procurement has minimum 50% local content.
2. Class II local supplier means a supplier or service provider whose goods, services or works offered pr ocurement has minimum 20% local content.
3. Non-local supplier means a supplier or service provider whose goods, services or works offered procu rement has local content less than 20%.
4. Only "Class-I local suppliers and Class-II local suppliers", as defined under the order, shall be eligible for participation against this tender. The offers of 'Non-Local Suppliers' shall not be considered for ev aluation against this tender.

Annexure-II

UNDERTAKING FOR SUSTAINABLE SOURCING

(On Bidder's Letterhead)

Date: _____

To,

Subject: Undertaking for Sustainable Sourcing Practices

We, M/s _____, hereby confirm that we incorporate en vironmental, social, and ethical considerations into our procurement and sourci ng processes and are committed to sustainable sourcing practices.

We confirm that _____ % of the total inputs/materials utilized by our organizatio n are sourced through sustainable sourcing practices incorporating environment al, social, and ethical considerations.

We hereby certify that the information furnished above is true and correct to th e best of our knowledge and belief.

We understand that submission of false or misleading information may render o ur bid liable for rejection.

For and on behalf of:

Name of Bidder: _____

Authorized Signatory: _____

Designation: _____

Signature: _____

Company Seal/Stamp

Annexure-III

Security Deposit (SD):

GUARANTEE BOND FOR SECURITY DEPOSIT

(TO BE USED BY ALL NATIONALISED BANKS/ SCHEDULED COMMERCIAL BANKS IN INDIA)

1.In consideration of NSL, having agreed to exempt_____(hereinafter called “the said Contractor(s)”) from the demand, under

the terms and conditions of an Agreement no._____ dated _____ made between _____ and _____ and _____ for (hereinafter referred to as “the Bank”) do hereby undertake to pay to the NSL , Nagarnar an amount not exceeding Rs.____ /- against any loss or damage caused to or suffered or would be caused to or suffered

by the NSL, Nagarnar by reason of any breach by the said Contractor(s) of any of the terms and/or conditions contained in the said Agreement .

2. We_____Bank Limited, do hereby undertake to pay the amount due and payable under this guarantee without any demur, reservation, recourse, contest or protest and/or without any reference to the contracto merely/on a demand from NSL stating that the amount claimed is due by way of loss or damage caused to or would be said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the said Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____/-.

3. We____Bank Limited, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the NSL under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till _____ NSL have been certifies fully that the and terms properly and conditions carried of out the by said the Agreement said Contractor(s) and accordingly discharges the guarantee. The Corporation is at liberty to ask the Bank before the expiring of this Bank Guarantee to extend the validity/term of the Bank Guarantee from time to time.

4.We_____Bank Limited, further agree with the NSL that the NSL shall have fullest liberty without our consent and without affecting in any manner or obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the NSL, against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of NSL or any indulgence by NSL to the said Contractor(s) or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5.We, _____Bank Limited, lastly undertake not revoke this guarantee during its currency exc ept with the previous consent

of the NSL, in Writing.

Dated the _____day of_____20___

For _____Bank Limited

Annexure-IV

PERFORMANCE BANK GUARANTEE:

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 LIMITED

C/O NMDC IRON AND STEEL PLANT,

NAGARNAR(Jagdalpur)

DISTT. BASTAR, CHHATISGARH

PIN- 494 001

Dear Sir,

In consideration of the NMDC Steel Limited, (hereinafter referred to as the "Owner" which express ion shall unless repugnant to the context or meaning thereof, include its successors, administrator s and assigns) having awarded to M/s._____ with its Registered/Head Office at _____(herei nafter 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 is sue of Owner's Letter of Award No._____ dated_____ and the same having been unequivocall y accepted by the contractor resulting in a contract bearing No._____ dated_____ valued at _____ for_____(scope of contract), and the Contractor having agreed at provide a contract pe rformance 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 extend of _____as a foresaid at any time up to **_____ (i.e. days/month/year) with-out any demur, reservation, c ontest, recourse or protest and/or without any reference to the contractor. Any such demand m

ade by the Owner on the Bank shall be conclusive and binding not with-standing 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, with-out 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 not withstanding any security or other guarantee that the owner may have in relation the contractors' liabilities.

1. The Bank guarantee for an amount of Rs _____shall remain in full force and effect up to _____(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 honored.

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 contract price.

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

Annexure-IV

(PERFORMANCE GUARANTEE BOND / SECURITY DEPOSIT BOND)

Ref. No. _____

Insurance Surety Bond No. _____

Dated. _____

To, NMDC STEEL LIMITED

_____

_____

Dear Sir,

1. In consideration of NMDC Steel Limited, incorporated under the Companies Act, 1956, having its Registered Office at _____, India (hereinafter referred to as 'NMDC STEEL LIMITED', which ex pression shall, unless repugnant to the context or meaning thereof, include all its successors, administr ators, executors and assignees) having entered into a Purchase Order No. _____ dated (herein after called 'the contract' which expression shall include all the amendments thereto) with M/s. _____ _____ having its registered / head office at _____(hereinafter referred to as the 'Supplier') which expression shall, unless repugnant to the context or meaning thereof include all it s successors, administrators, executors and assignees) and NMDC Steel Limited having agreed that the Supplier shall furnish to NMDC Steel Limited a performance guarantee (Unconditional Insurance Surety Bond) for Indian Rupees / US$ _____ for the faithful performance of the entire contract.

2. We (name of Indian Insurance Company) _____ registered under the la ws of _____ having head / registered office at _____ and register ed with Insurance Regulatory and Development Authority of India (IRDAI) (hereinafter referred to as "th e Insurer", which expression shall, unless repugnant to the context or meaning thereof, include all its s uccessors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing (through email or registered post or speed post or courier) any /all moneys to the extent of Indian Rs. (in figures) _____ (Indian Rupees (in words) ____

_____) without any demur, reservation, contest or protest and/or without any reference to the Supplier. Any such demand made by NMDC STEEL LIMITED on the Insurer by serving a written notice shall be conclusive and binding, without any proof, on the Insurer as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee (Insurance Surety) herein contained shall be unconditional and irrevocable and shall continue to be enforceable until it is discharged by NMDC STEEL LIMITED in writing. This guarantee (Insurance Surety) shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Supplier and shall remain valid, binding and operative against the insurer.

3. The Insurer agrees that this Insurance Surety Bond may also be invoked by NMDC Steel Limited in the event of any misrepresentation, suppression of material facts, submission of false documents, or any act of fraud by the Bidder/ Supplier in relation to Tender and/ or Contract, the Insurer shall honour such demand without any demur.

4. The Insurer also agrees that NMDC STEEL LIMITED at its option shall be entitled to enforce this Guarantee (Unconditional Insurance Surety Bond) against the Insurer in the first instance, without proceeding against the Supplier and notwithstanding any security or other guarantee that NMDC STEEL LIMITED may have in relation to the Supplier's liabilities.

5. The Insurer further agrees that NMDC STEEL LIMITED shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Supplier(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in NMDC STEEL LIMITED against the said Supplier(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Supplier(s) or for any forbearance, act or omission on the part of NMDC STEEL LIMITED or any indulgence by NMDC STEEL LIMITED to the said Supplier(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. The Insurer further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and all dues of NMDC STEEL LIMITED under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till NMDC STEEL LIMITED discharges this Insurance Surety Bond in writing, whichever is earlier.

7. This Insurance Surety Bond shall not be discharged by any change in our constitution, in the constitution of NMDC STEEL LIMITED or that of the Supplier.

8. The Insurer confirms that this guarantee has been issued with observance of appropriate laws of the country of issue i.e., India.

9. The Insurer also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase order has been placed.

10. Notwithstanding anything contained hereinabove, our liability under this Insurance Surety Bond is limited to Indian Rs (in figures) _____ (Indian Rupees (in words) _____ _____ only) and our guarantee shall remain in force until (indicate the date of expiry of Insurance Surety Bond) _____.

11. All Claims of NMDC STEEL LIMITED (beneficiary) against this Insurance Surety Bond, shall be re mitted by the _____ (Insurer's name to be inserted) to the following account of NMDC STEEL LIMITED only through electronic transfer of funds, unless otherwise specifically communicated b y NMDC STEEL LIMITED:

1. Beneficiary Account Name: NMDC Steel Limited

2. Bank Name:

3. Bank Account Number:

4. IFSC Code:

12. Any claim under this Insurance Surety Bond must be received by us on or before _____ _____ (Indicate date of expiry of claim period which includes minimum one-month period from the expi ry of this Insurance Surety Bond). If no such claim has been received by us on or before the said date, the rights of NMDC STEEL LIMITED under this Insurance Surety Bond will cease. However, if such a clai m has been received by Insurer on or before the said date, all the rights of NMDC STEEL LIMITED under this Insurance Surety Bond shall be valid and shall not cease until Insurer has satisfied that claim. Provi ded that any delay in receipt of such claim by the Insurer, if dispatched by NMDC STEEL LIMITED within the stipulated period, shall not invalidate the claim.

13. The insurer shall not assign, transfer or otherwise deal with its obligations under this Insurance Surety Bond without prior written consent of NMDC Steel Limited.

14. The Insurer shall ensure that this Insurance Surety Bond is duly stamped, executed and legally enforceable in accordance with applicable laws and any deficiency in stamp duty or execution shall not affect the enforceability of this Bond against the Insurer.

15. The Insurer hereby agrees to waive rights of subrogation against NMDC STEEL LIMITED and its respective directors, officers, agents, representatives and employees. This extension is not applicable f or subrogation rights against any third parties other than mentioned above.

In witness whereof, the Insurer, through its authorised officer, has set its hand and stamp on this ..... d ay of ..... at.....

(Signature)

Full name:

Designation:

Stamp:

Dated:

Note:

(i) This Insurance Surety Bond/all further communications relating to the Insurance Surety Bond should be forwarded to _____ (Insert the address of the tender inviting work center) only.

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अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. 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 catalogues 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. 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.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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---