बिड संख्या/Bid Number: GEM/2026/B/8220136

दिनांक /Dated: 30-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	09-11-2026 18:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	10-11-2026 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: naveengandi@nmdc.co.in
कुल मात्रा/Total Quantity	8
वस्तु श्रेणी /Item Category	ANALYSER IN-SI 0-100 MG/N , Supervision of Installation & Commission
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Supervision of Installation & Commission
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Hiring of Vehicle Tracking Services, Design, Supply, Installation, Commissioning and Maintenance of Grid Connected Roof Top Solar Power Plant Service, Design, Supply, Installation, Commissioning and Maintenance of Grid Connected Ground Mounted Solar Power Plant Service, Design Installation and Maintenance of Educational Lab/Centre, Supply, Installation and Commissioning of Liquid Medical Oxygen (LMO) Storage Tank and Supply of Liquid Medical Oxygen (LMO), Management and Supply of ATM, Plantation Service, Repair, Maintenance, and Installation of Plant/ Systems/Equipments (Version 2), Hiring of MSP for Operation and Management of ICT and Network Infrastructure, Office Productivity Suite
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• ESR Analyser
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
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),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	8
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
प्राथमिक उत्पाद श्रेणी/Primary product category	ANALYSER IN-SI 0-100 MG/N
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	55000

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 :

SM FIN
NMDC Iron Steel Plant Jagdalpur Bastar CG 494001, NMDC STEEL Limited, NMDC STEEL Limited, Ministry of Steel (Kumar Shiwam)

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

ANALYSER IN-SI 0-100 MG/N (7 set)

(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	7	90

Supervision Of Installation & Commission (1 set)

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

तकनीकी विशिष्टियाँ /Technical Specifications

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

क्र.सं./S.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	120

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 Added text based ATC clauses

"File No.- SP-7105/C. No.- 1109 (For NSL reference only)"

ATC (ADDITIONAL TERMS & CONDITIONS)

1. Acceptable Makes:

1) EMERSON
2) YOKOGAWA
3) DURAG
4) ABB
5) HONEYWELL
6) CODEL (FORBES MARSHALL)
7) SICK-MAIHAK (CHEMTROLS)

Offers received from above mentioned Makes are only acceptable. Offers received f rom other makes shall not be entertained and will be summarily rejected. In case any dealer

is submitting on the behalf of the above mentioned makes, a valid authorization certificate issued by concerned make is required, else the offer will be summarily rejected.

Note:

Offers received from the above-mentioned makes or their authorized dealers will only be considered as valid for evaluation. If any other firm submit offer against the tender, the same will be considered as unsolicited and rejected.

The tender has been displayed only for information regarding items being procured by NMDC Steel Limited and not for participation of any other firms which are not established / proved in NMDC Steel Limited.

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

Dealing officer Name: NAVEEN KUMAR GANDI

Designation: Senior Manager (MM-Purchase)

Email id: naveengandi@nmdc.co.in

2. Earnest Money Deposit:

a. Your Bid must be accompanied by EMD as mentioned in the bid by online payment through Bank only. 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 as “GOVT/PSU/COURTS”
(iii) Select Filter by State "Chhattisgarh" and Search for GOVT/PSU/COURTS as "NMDC LTD".
(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 required 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.

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

c. 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.

d. 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 d ate and time of submission of tender, the corresponding tender of non- exempte d bidder(s) will be rejected.

The copy of receipt(s) generated after successful payment of EMD Cost to be atta ched with the tender. The acceptance of the receipt is subject to verification.

e. EMD of successful vendor shall be returned after completion of supply as per P O. In the event of non-completion of supply EMD will be forfeited.

f. **Payment of EMD other than online mode is not acceptable and EMD in f orm of BG is not acceptable.**

3. PAYMENT TERMS:

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

Our standard payment terms are as below:

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

4. Supervision of Installation & Commissioning:

The successful bidder after receipt of order should contact LDCP for schedule of installation and co mmissioning.

5. Penalty:

a) If the seller fails to deliver any or all of the Goods within the original / re-fixed deli very period specified in the contract or as given by the NSL, the buyer will be entit led to deduct / recover the Liquidated damages for the delay, unless covered und er Force Majeure conditions aforesaid, @ 0.5% per week for the undelivered portio n or part of the week or part of the week of delayed period as pre-estimated dama ges not exceeding 5% of the contract value without any controversy/ dispute of a ny sort whatsoever.

b) Under the above circumstances, NSL reserves the right to cancel the order or ma ke alternative purchase of the materials of similar description from elsewhere at t he risk and cost of the supplier duly giving an advance notice of 30 days to this ef fect and in such an event the seller will be liable to pay any losses that may be inc urred by the buyer.

c) Except for the reasons specified in the Force Majeure Clause, the Corporation shal l have the right to levy the penalty as already provided.

d) All correspondence in connection with the above may be addressed to the GM (M aterials), NMDC Steel Limited, Nagarnar, Jagdalpur.

6. 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 an y shall be applicable for this tender **as per Annexure-I.**

7. **SUSTAINABLE SOURCING:**

The Bidders shall furnish an undertaking on their company letterhead (Annexure: VI) confir

ming the sustainable sourcing i.e., embedding environmental, social, and ethical considera tions into every step of their procurement indicating the percentage of inputs sourced sust ainably. In the event of non-submission of the undertaking, it shall be deemed that the bidd er does not follow sustainable sourcing practices and/or does not source materials sustaina ble.

8. **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 labour, occupational hea lth & safety, and human rights laws throughout the contract period. The bidder shall ensure prohib ition of child labour, forced labour, discrimination, and harassment; provide safe and healthy worki ng conditions; respect workers' rights to freedom of association; and ensure compliance by all sub contractors and personnel engaged under the contract.

2. Environmental- The bidder/contractor shall conduct all activities in an environmentally responsible manner and comply with all applicable environmental laws, regulations, and statutory approvals. T he bidder shall take appropriate measures to minimize environmental impacts arising from contra ct execution by promoting pollution prevention, efficient use of natural resources, waste minimiza tion, 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 applicabl e financial, taxation, anti-corruption, anti-bribery, anti-money laundering, and corporate governan ce laws. The bidder shall ensure fair business practices, timely statutory payments, responsible fin ancial management, and complete transparency in financial transactions associated with the contract.

4. Regulatory- The bidder shall comply with all applicable Central, State, and Local laws, regulations, rules, notifications, and statutory requirements relevant to the execution of the contract. The bidd er shall obtain and maintain all necessary licences, registrations, permits, approvals, and certificat ions throughout the contract period.

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

9. RISK PURCHASE:

a. NSL reserves the right to cancel the order or make alternative purchase of the materials of si milar description from elsewhere at the risk and cost of the supplier duly giving an advance no tice to this effect and in such an event the seller will be liable to pay any losses that may be in curred by the buyer, except the reasons specified in the Force Majeure Clause, NSL shall have the right to levy the Penalty as already provided. Applicable GST on LD/Penalty will be charge d extra.
b. The subletting of contract is not permissible. If the supplier fails to deliver the material within stipulated period due to no fault of NSL, NSL reserves the right to cancel the order and re-purc hase the outstanding portion from any source at the risk cost and consequences of the seller.
c. In case, penalty is levied or Bank Guarantees are en-cashed, then GST applicable on the penal ty amount is also payable extra by the bidder.

10.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 endeavours to settle this matter amicably. In case such amicable settlements are 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 NMDC 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 NMDC- Member

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

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

B. ARBITRATION:

FOR ALL THE TENDERS OTHER THAN GLOBAL TENDERS.

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

b. The appointing authority will send within ninety days of receipt of the notice of arbitration a panel of three names of persons, not directly connected with work, to the Supplier/ Contractor who will select any one of the persons named to be appointed as a sole Arbitrator within 30 days of receipt of names. If the appointing authority fails to send to the Supplier/ Contractor the panel of three names, as aforesaid, within the period specified, the Supplier/ Contractor shall send to the appointing authority a panel of three names of persons who shall also be unconnected with the organization by which the work is executed. The appointing authority shall on receipt of the names as aforesaid select any one of the persons named and appoint him as the sole Arbitrator. If the appointing authority fails to select the person and appoint him as the sole Arbitrator within 30 days of receipt of the panel and inform the Supplier/ Contractor accordingly, the Supplier/ Contractor shall be entitled to invoke the provisions of the Indian Arbitration and Conciliation Act 1996 as amended from time to time.

c. The arbitral tribunal shall give reasons for its award. Each party shall bear its own cost and th e cost of arbitration shall be equally borne by the parties. The award rendered in any arbitra tion hereunder shall be final and binding upon the parties. The parties agree that neither part y shall have any right to legal proceedings concerning any dispute under this agreement othe r 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 Concili ation Act 1996 as amended from time to time.

FOR ALL GLOBAL TENDERS/INTERNATIONAL TENDER:

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

b. 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 sha ll have any right to resort to legal proceedings concerning any dispute under this agreement o ther than to enforce or facilitate the execution of the award rendered in such arbitration.

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

FOR GOVERNMENT DEPARTMENT / PUBLIC SECTOR UNDERTAKINGS:

a. Arbitration between a Central Public Sector Undertaking of the Government of India (not unde r the Ministry of Steel) and the Employer shall be as per the guidelines of Ministry of Heavy In dustries and Public Enterprises, Government of India.

b. 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.

c. The further progress of any work under the contract shall unless otherwise directed by the Ow ner / 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 arbitra tor to consider and decide whether or not such work shall continue during the arbitration proc

eedings.

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

ANNEXURE – I

GEM BID REFERENCE:

NAME OF OFFERED ITEM:

CERTIFICATE OF CONFORMANCE TO BORDER SHARING CLAUSE

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with lndia, we certify that, bidder M/s-.....(Name of Bidder) is:

I. Not from such a country [ ]

II. lf from such a country, has been registered with the [ ] Competent Authority.

(Evidence of valid registration by the Competent Authority shall be attached)

(Bidder is to tick appropriate option (Ö Or X) above).

We hereby certify that bidder M/s-.....(Name of Bidder) fulfills all requirements in this regard and is eligible to be considered against the tender.

Signature of Authorized Signatory of Bidder

Name:

Date:

Place:

NOTE:

"The Govt. of lndia Order O.M No: F. No: 6/18/2019-PPD dated 23-07-2020 w.r.t the bidders from c ountries sharing land border with lndia and any other orders/ circulars related if any from time to t ime shall be applicable".

Annexure-II

CERTIFICATION regarding LOCAL CONTENT

–

GEM BID REFERENCE:

NAME OF OFFERED ITEM:

We ..... (Name of Chartered/ Cost Accountant or Statutory/ Cost Auditor of the firm) hereby certify that the materials offered by ..... (Name of Firm) are havin g the LOCAL CONTENT of **minimum 50%** and hence .....(Name of Firm) com es under **Class I Local Supplier** as per definition of Make in India policy of Govt of India.

The address of Manufacturing Unit:

(Sign of CA/ Statutory Auditors)

(Seal)

(OR)

We .....(Name of Chartered/ Cost Accountant or Statutory/ Cost Auditor of the f irm) hereby certify that the materials offered by .....(Name of Firm) are having the LOCAL CONTENT of **more than 20%** and hence .....(Name of Firm) come s under **Class II Local Supplier** as per definition of Make in India policy of Govt of India.

The address of Manufacturing Unit:

(Sign of CA/ Statutory Auditors)

(Seal)

Note:

- ***The 'Class-I local supplier'/ 'Class-II local supplier' shall be required to pro vide a certificate with UDIN from the statutory auditor or cost auditor of t he company (in the case of companies) or from a practicing cost accounta nt or practicing chartered accountant (in respect of suppliers other than c ompanies) giving the percentage of local content***
- ***Without Local Content Certificate the Offer shall be Rejected.***
- ***The Bidder shall be solely responsible for the Declarations made in the Lo cal Content Certificate.***

Note: Above Certificate is to be furnished on the Company's Letter head.

Annexure-III

(UNDERTAKING CERTIFICATE)

(On the letter head of the manufacturer for availing EMD Exemption during submission of offer.)

To,

NMDC Steel Ltd,

C/o NMDC Iron & Steel Plant,

Nagarnar, Bastar – 494001

Chhattisgarh.

Dear Sir,

Ref: Your GeM Bid No. **GEM/2026/B/____** Dt.:_____

We, **[Company Name]**, having our registered office at **[Full Address]**, hereby undertake and confirm that:

1. We are the **Original Equipment Manufacturer (OEM)** of the item(s) quoted against **GeM Bid No. _____**.
2. The quoted item(s) are manufactured by us and bear our own brand name.
3. We confirm that **we are not a dealer, distributor, reseller, or channel partner** for the quoted item(s).
4. All information provided by us in the GeM bid is true, correct, and complete to the best of our knowledge.
5. We understand that if any information is found to be false or misleading at any stage, the bid/order is liable for rejection/cancellation as per GeM rules and applicable government norms.

This undertaking is issued for the purpose of submission against the above-mentioned GeM bid.

Yours faithfully,

For and on behalf of M/s _____

(Name & Signature of Producer with company's Seal)

Note:

If the Undertaking certificate is not furnished as per the above format, the tender shall be liable for rejection.

Note: Above Certificate is to be furnished on the Company's Letter head.

Annexure-IV

NO DEVIATION CERTIFICATE / UNDERTAKING

(On Company's Letter Head)

To,
NMDC Steel Ltd.
C/o NMDC Iron & Steel Plant,
Nagarnar, Bastar – 494001
Chhattisgarh

Sub: No Deviation Certificate for Acceptance of Commercial Terms & Conditions

Ref: NIT / GeM Bid No. _____ dated _____

Dear Sir,

We, **M/s** _____, having our registered office at _____ _____, hereby certify and undertake that we have carefully read, understood, and examined all the terms and conditions, specifications, scope of work, special conditions, commercial conditions, and other provisions stipulated in the above-mentioned Notice Inviting Tender (NIT)/GeM Bid.

We hereby confirm that:

1. We have accepted all the commercial terms and conditions, general conditions, special conditions, technical requirements, and other provisions of the NIT/GeM Bid in totality.
2. Our offer is submitted strictly in accordance with the requirements of the tender document without any deviation, exception, qualification, reservation, condition, or assumption whatsoever.
3. We do not seek any alteration, modification, or relaxation in any of the terms and conditions specified in the NIT/GeM Bid.
4. We understand and agree that any deviation, condition, or qualification, if found contrary to this undertaking, may render our bid liable for rejection at the sole discretion of NMDC Steel Ltd.
5. We further undertake to comply with all obligations, responsibilities, and contractual requirements as stipulated in the tender documents in the event of award of contract.

This certificate is issued for submission against the above-mentioned NIT/GeM Bid and shall form an integral part of our offer.

Thanking you.

Yours faithfully,

For and on behalf of M/s _____

Authorized Signatory: _____

Name: _____

Designation: _____

Date: _____

Company Seal

Annexure-V

–

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

To,

General Manager (Finance)

NMDC Steel Ltd

NAGARNAR

Dist Bastar,494001

Sub : Payment through e-payment mode

Dear Sir,

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

1.	Beneficiary Name	
2.	Account Type	
3.	Account No.	
4.	Name of Bank	
5.	Name of Branch	
6.	Address of the Bank	
7.	MICR Code	
8.	Bank’s IFSC code	
9.	Beneficiary Contact No.	
10.	Email ID of Beneficiary	
11.	GST No	
12.	PAN NO. (Enclose copy of PANCARD a lso)	
13	Cancelled Cheque -Enclose c opy	

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

Yours faithfully,

(Name, Designation, Signature & Seal of the Authorized Officer)

(Confirmation of the BANK)

Certified that the above particulars are found correct and matching with our records in re spect of the above Beneficiary.

For (Name of the Bank)

(Signature of the Bank Manager with Seal)

Note:

1. Beneficiary should either submit a cancelled cheque AND/OR get certification from the concer ned bank in above format.
2. Beneficiary should either submit above details in his letter head or get this format stamped. A copy of PAN Card of the beneficiary may be enclosed, if not submitted earlier.

Annexure-VI

UNDERTAKING FOR SUSTAINABLE SOURCING

(On Bidder's Letterhead)

Date: _____

To,

Subject: Undertaking for Sustainable Sourcing Practices

We, M/s _____, hereby confirm that we incorporate environmenta l, social, and ethical considerations into our procurement and sourcing processes and are

committed to sustainable sourcing practices.

We confirm that _____ % of the total inputs/materials utilized by our organization are sourc ed through sustainable sourcing practices incorporating environmental, social, and ethical considerations.

We hereby certify that the information furnished above is true and correct to the best of o ur knowledge and belief.

We understand that submission of false or misleading information may render our bid liabl e for rejection.

For and on behalf of:

Name of Bidder: _____

Authorized Signatory: _____

Designation: _____

Signature: _____

Company Seal/Stamp

For any Techno-Commercial clarification kindly contact:

Escalation-1 Mr. Naveen Kumar Gandi, SM (MM- Purchase), naveengandi@nmdc.co.in;

Escalation-2 Mr. Nishchal Agnihotri, DGM (Mech), MM-Purchase, nagnihotri@nmdc.co.in;

Escalation-3 Mr. W Vinod Bhaurao, DGM (MM-Purchase), wvinod@nmdc.co.in;

Escalation-4 Mr. Parambaloth Brian Antony, CGM (MM-Purchase), antony@nmdc.co.in;

"File No.- SP-7105/C. No.- 1109 (For NSL reference only)"

ATC (ADDITIONAL TERMS & CONDITIONS)

1. Acceptable Makes:

1) EMERSON
2) YOKOGAWA
3) DURAG
4) ABB
5) HONEYWELL
6) CODEL (FORBES MARSHALL)
7) SICK-MAIHAK (CHEMTROLS)

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

Note:

Offers received from the above-mentioned makes or their authorized dealers will only be considered as valid for evaluation. If any other firm submit offer against the tender, the same will be considered as unsolicited and rejected.

The tender has been displayed only for information regarding items being procured by NMDC Steel Limited and not for participation of any other firms which are not established / proved in NMDC Steel Limited.

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

Dealing officer Name: NAVEEN KUMAR GANDI

Designation: Senior Manager (MM-Purchase)

Email id: naveengandi@nmdc.co.in

2. Earnest Money Deposit:

a. Your Bid must be accompanied by EMD as mentioned in the bid by online payment through Bank only. 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 as “GOVT/PSU/COURTS”
(iii) Select Filter by State "Chhattisgarh" and Search for GOVT/PSU/COURTS as "NMDC LTD".
(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 required 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 an d 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 atta ched 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.

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

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

d. NMDC Steel Limited will not be responsible for incorrect/Wrong payment (s) ma de 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 d ate and time of submission of tender, the corresponding tender of non- exempte d bidder(s) will be rejected.

The copy of receipt(s) generated after successful payment of EMD Cost to be atta ched with the tender. The acceptance of the receipt is subject to verification.

e. EMD of successful vendor shall be returned after completion of supply as per P O. In the event of non-completion of supply EMD will be forfeited.

f. **Payment of EMD other than online mode is not acceptable and EMD in f orm of BG is not acceptable.**

3. PAYMENT TERMS:

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

Our standard payment terms are as below:

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

4. Supervision of Installation & Commissioning:

The successful bidder after receipt of order should contact LDCP for schedule of installation and co mmissioning.

5. Penalty:

a) If the seller fails to deliver any or all of the Goods within the original / re-fixed deli very period specified in the contract or as given by the NSL, the buyer will be entit led to deduct / recover the Liquidated damages for the delay, unless covered und er Force Majeure conditions aforesaid, @ 0.5% per week for the undelivered portio n or part of the week or part of the week of delayed period as pre-estimated dama ges not exceeding 5% of the contract value without any controversy/ dispute of a ny sort whatsoever.

b) Under the above circumstances, NSL reserves the right to cancel the order or ma ke alternative purchase of the materials of similar description from elsewhere at t

he risk and cost of the supplier duly giving an advance notice of 30 days to this ef fect and in such an event the seller will be liable to pay any losses that may be inc urred by the buyer.

c) Except for the reasons specified in the Force Majeure Clause, the Corporation shal l have the right to levy the penalty as already provided.

d) All correspondence in connection with the above may be addressed to the GM (M aterials), NMDC Steel Limited, Nagarnar, Jagdalpur.

6. 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 an y shall be applicable for this tender **as per Annexure-I.**

7. **SUSTAINABLE SOURCING:**

The Bidders shall furnish an undertaking on their company letterhead (Annexure: VI) confir ming the sustainable sourcing i.e., embedding environmental, social, and ethical considera tions into every step of their procurement indicating the percentage of inputs sourced sust ainably. In the event of non-submission of the undertaking, it shall be deemed that the bidd er does not follow sustainable sourcing practices and/or does not source materials sustaina ble.

8. **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 labour, occupational hea lth & safety, and human rights laws throughout the contract period. The bidder shall ensure prohib ition of child labour, forced labour, discrimination, and harassment; provide safe and healthy worki ng conditions; respect workers' rights to freedom of association; and ensure compliance by all sub contractors and personnel engaged under the contract.

2. Environmental- The bidder/contractor shall conduct all activities in an environmentally responsible manner and comply with all applicable environmental laws, regulations, and statutory approvals. T he bidder shall take appropriate measures to minimize environmental impacts arising from contra ct execution by promoting pollution prevention, efficient use of natural resources, waste minimiza tion, 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 applicabl e financial, taxation, anti-corruption, anti-bribery, anti-money laundering, and corporate governan ce laws. The bidder shall ensure fair business practices, timely statutory payments, responsible fin ancial management, and complete transparency in financial transactions associated with the contract.

4. Regulatory- The bidder shall comply with all applicable Central, State, and Local laws, regulations, rules, notifications, and statutory requirements relevant to the execution of the contract. The bidd er shall obtain and maintain all necessary licences, registrations, permits, approvals, and certificat ions throughout the contract period.

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

9. RISK PURCHASE:

a. NSL reserves the right to cancel the order or make alternative purchase of the materials of si milar description from elsewhere at the risk and cost of the supplier duly giving an advance no tice to this effect and in such an event the seller will be liable to pay any losses that may be in curred by the buyer, except the reasons specified in the Force Majeure Clause, NSL shall have the right to levy the Penalty as already provided. Applicable GST on LD/Penalty will be charge d extra.
b. The subletting of contract is not permissible. If the supplier fails to deliver the material within stipulated period due to no fault of NSL, NSL reserves the right to cancel the order and re-purc hase the outstanding portion from any source at the risk cost and consequences of the seller.
c. In case, penalty is levied or Bank Guarantees are en-cashed, then GST applicable on the penal ty amount is also payable extra by the bidder.

10.SETTLEMENT OF DISPUTES:

A. CONCILIATION:

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

The Conciliatory Committee shall comprise of the following:

(i) A nominee of NMDC 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 NMDC- Member

The above committee shall conduct the conciliation proceedings in accordance with the provis ions of the Arbitration and Conciliation Act 1996. The venue of the conciliation shall be at Hyd erabad. The settlement so arrived at final conciliation shall be binding on both the parties and will not be called in question before any court or forum whatsoever.

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

B. ARBITRATION:

FOR ALL THE TENDERS OTHER THAN GLOBAL TENDERS.

a. All disputes or differences which may arise between the Owner and Supplier/ Contractor in connection with this Contract (other than those in respect of which the decision of any perso n is expressed in the Contract to be final and binding) shall, after written notice by either part y to the other and to the Chairman cum Managing Director of the NMDC Ltd (who will be the a ppointing authority), be referred for adjudication to the sole Arbitrator to be appointed as here inafter provided.

b. The appointing authority will send within ninety days of receipt of the notice of arbitration a p anel of three names of persons, not directly connected with work, to the Supplier/ Contractor who will select any one of the persons named to be appointed as a sole Arbitrator within 30 d ays of receipt of names. If the appointing authority fails to send to the Supplier/ Contractor th e panel of three names, as aforesaid, within the period specified, the Supplier/ Contractor shal l send to the appointing authority a panel of three names of persons who shall also be unconn ected with the organization by which the work is executed. The appointing authority shall on r eceipt of the names as aforesaid select any one of the persons named and appoint him as the sole Arbitrator. If the appointing authority fails to select the person and appoint him as the sol e Arbitrator within 30 days of receipt of the panel and inform the Supplier/ Contractor accordi ngly, the Supplier/ Contractor shall be entitled to invoke the provisions of the Indian Arbitratio n 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 th e cost of arbitration shall be equally borne by the parties. The award rendered in any arbitra tion hereunder shall be final and binding upon the parties. The parties agree that neither part y shall have any right to legal proceedings concerning any dispute under this agreement othe r 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 Concili ation Act 1996 as amended from time to time.

FOR ALL GLOBAL TENDERS/INTERNATIONAL TENDER:

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

b. 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 sha ll have any right to resort to legal proceedings concerning any dispute under this agreement o ther than to enforce or facilitate the execution of the award rendered in such arbitration.

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

FOR GOVERNMENT DEPARTMENT / PUBLIC SECTOR UNDERTAKINGS:

a. 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.

b. 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.

c. 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.

d. 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.

ANNEXURE – I

GEM BID REFERENCE:

NAME OF OFFERED ITEM:

CERTIFICATE OF CONFORMANCE TO BORDER SHARING CLAUSE

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with lndia, we certify that, bidder M/s-.....(Name of Bidder) is:

I. Not from such a country [ ]

II. lf from such a country, has been registered with the [ ] Competent Authority.

(Evidence of valid registration by the Competent Authority shall be attached)

(Bidder is to tick appropriate option (Ö Or X) above).

We hereby certify that bidder M/s-……(Name of Bidder) fulfills all requirements in this regard and is eligible to be considered against the tender.

Signature of Authorized Signatory of Bidder

Name:

Date:

Place:

NOTE:

"The Govt. of lndia Order O.M No: F. No: 6/18/2019-PPD dated 23-07-2020 w.r.t the bidders from c ountries sharing land border with lndia and any other orders/ circulars related if any from time to t ime shall be applicable".

Annexure-II

CERTIFICATION regarding LOCAL CONTENT

–

GEM BID REFERENCE:

NAME OF OFFERED ITEM:

We ..... (Name of Chartered/ Cost Accountant or Statutory/ Cost Auditor of the firm) hereby certify that the materials offered by ..... (Name of Firm) are having the LOCAL CONTENT of **minimum 50%** and hence .....(Name of Firm) comes under **Class I Local Supplier** as per definition of Make in India policy of Govt of India.

The address of Manufacturing Unit:

(Sign of CA/ Statutory Auditors)

(Seal)

(OR)

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

The address of Manufacturing Unit:

(Sign of CA/ Statutory Auditors)

(Seal)

Note:

- ***The 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate with UDIN from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content***
- ***Without Local Content Certificate the Offer shall be Rejected.***
- ***The Bidder shall be solely responsible for the Declarations made in the Local Content Certificate.***

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Note: Above Certificate is to be furnished on the Company's Letter head.

Annexure-III

(UNDERTAKING CERTIFICATE)

(On the letter head of the manufacturer for availing EMD Exemption during submission of offer.)

To,

NMDC Steel Ltd,

C/o NMDC Iron & Steel Plant,

Nagarnar, Bastar – 494001

Chhattisgarh.

Dear Sir,

Ref: Your GeM Bid No. **GEM/2026/B/_____** Dt.:_____

We, **[Company Name]**, having our registered office at **[Full Address]**, hereby undertake and confirm that:

1. We are the **Original Equipment Manufacturer (OEM)** of the item(s) quoted against **GeM Bid No. _____**.
2. The quoted item(s) are manufactured by us and bear our own brand name.
3. We confirm that **we are not a dealer, distributor, reseller, or channel partner** for the quoted item(s).
4. All information provided by us in the GeM bid is true, correct, and complete to the best of our knowledge.
5. We understand that if any information is found to be false or misleading at any stage, the bid/order is liable for rejection/cancellation as per GeM rules and applicable government norms.

This undertaking is issued for the purpose of submission against the above-mentioned GeM bid.

Yours faithfully,

For and on behalf of M/s _____

(Name & Signature of Producer with company's Seal)

Note:

If the Undertaking certificate is not furnished as per the above format, the tender shall be liable fo r rejection.

Note: Above Certificate is to be furnished on the Company's Letter head.

Annexure-IV

NO DEVIATION CERTIFICATE / UNDERTAKING

(On Company's Letter Head)

To,
NMDC Steel Ltd.
C/o NMDC Iron & Steel Plant,
Nagarnar, Bastar – 494001
Chhattisgarh

Sub: No Deviation Certificate for Acceptance of Commercial Terms & Conditions

Ref: NIT / GeM Bid No. _____ dated _____

Dear Sir,

We, **M/s** _____, having our registered office at _____ _____, hereby certify and undertake that we have carefully read, understood, and examined all the terms and conditions, specifications, scope of work, spe cial conditions, commercial conditions, and other provisions stipulated in the above-menti oned Notice Inviting Tender (NIT)/GeM Bid.

We hereby confirm that:

1. We have accepted all the commercial terms and conditions, general conditions, special co nditions, technical requirements, and other provisions of the NIT/GeM Bid in totality.
2. Our offer is submitted strictly in accordance with the requirements of the tender documen t without any deviation, exception, qualification, reservation, condition, or assumption wh atsoever.
3. We do not seek any alteration, modification, or relaxation in any of the terms and conditio ns specified in the NIT/GeM Bid.
4. We understand and agree that any deviation, condition, or qualification, if found contrary t o this undertaking, may render our bid liable for rejection at the sole discretion of NMDC St eel Ltd.
5. We further undertake to comply with all obligations, responsibilities, and contractual requi rements as stipulated in the tender documents in the event of award of contract.

This certificate is issued for submission against the above-mentioned NIT/GeM Bid and sh

all form an integral part of our offer.

Thanking you.

Yours faithfully,

For and on behalf of M/s _____

Authorized Signatory: _____

Name: _____

Designation: _____

Date: _____

Company Seal

Annexure-V

–

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

To,

General Manager (Finance)

NMDC Steel Ltd

NAGARNAR

Dist Bastar,494001

Sub : Payment through e-payment mode

Dear Sir,

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

1.	Beneficiary Name	
2.	Account Type	
3.	Account No.	
4.	Name of Bank	
5.	Name of Branch	
6.	Address of the Bank	
7.	MICR Code	
8.	Bank’s IFSC code	

9.	Beneficiary Contact No.	
10.	Email ID of Beneficiary	
11.	GST No	
12.	PAN NO. (Enclose copy of PANCARD a lso)	
13	Cancelled Cheque -Enclose c opy	

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

Yours faithfully,

(Name, Designation, Signature & Seal of the Authorized Officer)

(Confirmation of the BANK)

Certified that the above particulars are found correct and matching with our records in re spect of the above Beneficiary.

For (Name of the Bank)

(Signature of the Bank Manager with Seal)

Note:

1. Beneficiary should either submit a cancelled cheque AND/OR get certification from the concer ned bank in above format.
2. Beneficiary should either submit above details in his letter head or get this format stamped. A copy of PAN Card of the beneficiary may be enclosed, if not submitted earlier.

Annexure-VI

UNDERTAKING FOR SUSTAINABLE SOURCING

(On Bidder's Letterhead)

Date: _____

To,

Subject: Undertaking for Sustainable Sourcing Practices

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

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

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

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

For and on behalf of:

Name of Bidder: _____

Authorized Signatory: _____

Designation: _____

Signature: _____

Company Seal/Stamp

For any Techno-Commercial clarification kindly contact:

Escalation-1 Mr. Naveen Kumar Gandi, SM (MM- Purchase), naveengandi@nmdc.co.in;

Escalation-2 Mr. Nishchal Agnihotri, DGM (Mech), MM-Purchase, nagnihotri@nmdc.co.in;

Escalation-3 Mr. W Vinod Bhaurao, DGM (MM-Purchase), wvinod@nmdc.co.in;

Escalation-4 Mr. Parambaloth Brian Antony, CGM (MM-Purchase), antony@nmdc.co.in;

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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---