बिड संख्या/Bid Number: GEM/2026/B/8255324

दिनांक /Dated: 10-11-2026

## बिड दस्तावेज़ / Bid Document

| बिड विवरण/Bid Details | |
|---|---|
| बिड बंद होने की तारीख/समय /Bid End Date/Time | 25-11-2026 18:00:00 |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time | 26-11-2026 18:00:00 |
| बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date) | 120 (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<br>Buyer Email id: biswambar.sutar@mjunction.in |
| कुल मात्रा/Total Quantity | 1 |
| वस्तु श्रेणी /Item Category | 2200040617- LABWARECSN/FSI APPARAT TECHNICA AS PER |
| GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS | FREE SWELLING INDEX / CRUCIBLE SWELLING NUMBER EQUIPMENT WITH ACCESSORIES ALONG WITH ACCESSORIE |
| GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS | Category not available on GeM for the text string uploaded by the buyer |
| अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification | • Sintered Glass Crucible<br>• Flakiness Index Thickness Gauge |
| 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),Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document<br>*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 | 5 |
| 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 | 10000 |

**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 (M K 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

## 2200040617- LABWARECSN/FSI APPARAT TECHNICA AS PER ( 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 | 98 |

## 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. **Generic**

   Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

   NMDC IRON & STEEL PLANT
   NAGARNAR, POST BOX NO-2
   JAGDALPUR
   DIST-BASTAR
   CHHATTISGARH-494001
   .

3. **Scope of Supply**

   Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

4. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**ATC (ADDITIONAL TERMS & CONDITIONS)**

**File no:** MM-1236

**Other Terms & Conditions:**

a. The offers shall be submitted through GeM Portal only. No other mode is acceptable.

b. As per GeM Provision, further extension of the offer submission due date is not allowed by the GeM Portal. Kindly submit offer on or before the due date to avoid any technical issue.

i. **Packaging:** Shock proof packaging to avoid damages during transportation. The Supplier shall be responsible for the stores being sufficiently and properly packed, so as to ensure their being free from loss or damage on arrival at the destination.

ii. **Inspection Plan:** Inspection at NSL Stores. Based on available documents with material.

iii. **Delivery Period:** Within **98 days** from the date of order placement.

iv. **GST: Confirmation of percentage of GST on item wise basis.**

v. **Payment terms:** 100% payment with applicable full taxes will be paid within 30 days of gene ration of GRN after receipt and acceptance of material at NSL Stores, Nagarnar.

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

**vii. Training-**Onsite training for minimum two working days after installation of equipment. Operation/ maintenance manual to be provided.

**viii. Installation & Commissioning**- Installation and commissioning in the scope of supplier. Any other items required for installation and commissioning within the scope of supplier.

ix. **All terms and Conditions:** All other terms & conditions would be applicable as per Gem GTC and as per Gem bid documents.

**4. E.M.D.**: Your Bid must be accompanied by EMD amounting **₹ 10,000 /-** as per the bid by online payment through Bank. Bidders intending to submit Earnest Money deposit online may follow follo wing link and procedure:

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

ii. Click Check Box to proceed for payment "I have read and accepted the terms and c onditions stated above"

iii. Click "Proceed "Button.

iv. Select State of Corporate/Institution * as "Chhattisgarh" and select Type corporate/I nstitution *as" PSU-PUBLIC SECTOR UNDERTAKING" and click “Go".

v. Select from PSU-PUBLIC SECTOR UNDERTAKING* name as "NATIONAL MINERAL DEV ELOPMENT CORPORATION LIMITED" and Click "Submit".

vi. Select payment Category * as "OUTSIDERS FOR NISP NAGARNAR"

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

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

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

x. NSL will not be responsible for incorrect/Wrong payment (s) made by the bidder and delay in transaction. Further, if respective amount of EMD Cost (as stipulated in t ender) is not received by NSL within due date and time of submission of tender, the c orresponding tender of non- exempted bidder(s) will be rejected.

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

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

**a)** Copies of Proofs of EMD, Documents towards exemption of submission of EMD OF should be uploaded on GeM portal. Those offers complying above condition will only be considered .

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

The copy of receipt(s) generated after successful payment of EMD Cost to be attached with th e tender, otherwise the corresponding tender of non-exempted bidder(s) will be rejected. T he acceptance of the receipt is subject to verification.

**c)** The EMD of successful Bidder shall be refunded after Submission of Security deposit.

**d)** The guidelines against EMD shall be as per GEM GTC.

**e)** EMD in the form of Bank Guarantee is not acceptable.

a.Micro & Small Enterprises (MSEs) registered with appropriate authority as per latest Govt. of

India notification will be exempted from payment of EMD, provided they are registered for th e items being quoted, on submission of documentary proof of such registration along with re quest for issue of tender documents.

Tenderer is requested to confirm the category under which their company/Firm is listed as per the Micro, Small Enterprises Development Act 2006. Please furnish proof in support of the sa me including Registration No. if any, for extending benefits of MSME act.

b. Government Departments/ Public Sector Undertakings are exempted from the payment o f tender fee, if any, only. Bidders seeking exemption from submission of EMD as per Govt. g uidelines shall submit the relevant documents/ copy of the notification (Latest) well in advan ce to examine the case.

**f) SECURITY DEPOSIT:**

The supplier shall submit Bank Guarantee of 5% value excluding taxes & duties of the basi c order value within 20 days of receipt of PO towards security deposit. The same shall be re funded after satisfactory execution of the contacts. The Bank Guarantee shall be valid for t he delivery period plus three months thereafter. Bank Guarantee should be drawn from an y Nationalised Bank in India as per enclosed format as per **Annexure-VII**

§ **SECURITY DEPOSIT:** **ANNEXURE – VII**

**GUARANTEE BOND FOR SECURITY DEPOSIT**

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

1.In consideration of NMDC Steel Limited, having agreed to exempt_____(hereinafter called “the said C ontractor(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 und ertake to pay to the NMDC Steel Limited, Jagdalpur an amount not exceeding Rs.____ /- against any loss or damage caused to or suffered or would be caused to or suffered by the NMDC Steel Limited, Jagdalpur by reason of any breach by the said Contractor(s) of any of the terms and/or conditions contained in the s aid Agreement .

2. We_____Bank Limited, do hereby undertake to pay the amount due and payable under this guarantee wi thout any demur, reservation, recourse, contest or protest and/or without any reference to the contractor, 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 reas on of the said Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank sh all be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our l iability 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 ef fect during the period that would be taken for the performance of the said Agreement and that it shall co ntinue to be enforceable till all the dues of the NSL under or by virtue of the said agreement have been full y paid and its claim satisfied or discharged or till _____ NSL certifies that the terms and conditions of t he said Agreement have been fully and properly carried out by the said Contractor(s) and accord ingly 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 condi tions of the said agreement or to extend time of performance by the said contractor(s) from time to time o

r 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 except with the previous consent of the NMDC Steel Limited (NSL), in Writing.

Dated the _____day of_____20___

For _____Bank Limited

**1. PERFORMANCE BANK GURANTEE:**

The supplier shall submit Bank Guarantee of 10 % value of the basic order value towards Performance Bank Guarantee The performance guarantee shall be supported by a bank guarantee for 10% value of the order strictly in the prescribed proforma enclosed herewith. This B.G shall be valid for warranty period plus three months. The supplier shall give the performance guarantee for the whole equipment. as per attached format at **Annexure-VI**

§ **PERFORMANCE BANK GURANTEE** **ANNEXURE VI**

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**PROFORMA BANK GUARANTEE FOR PERFORMANCE BANK GUARANTEE**

**(To be stamped on Rs.100 non-judicial stamp paper)**

**(TO BE USED BY ALL NATIONALISED BANKS ONLY)**

**Ref._____** **Bank Guarantee No.__ _____ Date ---------**

**To,**

**NMDC Steel Ltd.**

**Dear Sir,**

In consideration of the NMDC Steel Limited, (hereinafter referred to as the "Owner" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s._____ with its Registered/Head Office at _____(hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Owner's Letter of Award No._____ dated_____ and the same having been unequivocally accepted by the contractor resulting in a contract bearing No._____ dated_____ valued at _____ for_____(scope of contract), and the Contractor having agreed at provide a contract performance guarantee for the faithful performance of the entire contract equivalent to *_____% (_____ percent) of the said value after contract to the Owner.

We_____ (i.e. Name and address), having its Head Office at _____ (hereinafter referred to as the Bank which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all money payable by the Contractor to the extend of _____as aforesaid at any time up to **_____ (i.e. days/month/year) with-out any demur, reservation, contest, recourse or protest and/or without any reference to the contractor. Any such demand made by the Owner on the Bank shall be conclusive and binding not 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, a nd 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 cour se 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, hav e the effect of relieving the Bank.

The Bank also agrees that the owner at its option shall be entitled to enforce this guarantee against t he Bank as a principal debtor, in the first instance without proceeding against the contractor and not w ithstanding any security or other guarantee that the owner may have in relation the contractors' liabili ties.

1. The Bank guarantee shall remain in full force and effect upto _____(date) and the Owner shall have t he right to demand or claim or en-cash / negotiable this Bank Guarantee within 3 months after the afo resaid date i.e. _____ (date). A demand or claim in writing if received by us within the period i.e. on or b efore _____(date) will be honoured.

2.This Bank Guarantee shall be extended form time to time for such period (not exceeding one year) by _____on whose behalf this guarantee has been given as desired by the corporation.

**WITNESS**

**DATED THIS_____ DAY OF_____20__ AT___**

**WITNESS**

**_____ _____**

**(Signature)** **(Signature)**

**_____ Bankers Rubber stamp**

**(Name)**

**_____ Designation with Bank Stamp**

**Attorney as per power of**

**Attorney no._____**

**Dated: _____**

**Note:**

* This sum shall be ten percent (10%) of the basic order value.

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

**Note:**

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

Name & Designation:

Mr. Biswambar Sutar, MJ (Materials)

+91-9147385708

Biswambar.Sutar@mjunction.in

Mr. L Vidyasagar, AGM. (Materials)

lvsagar@nmdc.co.in

Mr. W V BHAURAO, DGM. (Materials)

wvinod@nmdc.co.in

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5. **Warranty**

   Warranty period of the supplied products shall be as given in specifications from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

## 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---**