बिड संख्या/Bid Number: GEM/2026/B/8137970

दिनांक /Dated: 09-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	19-10-2026 19:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	20-10-2026 19:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (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: bhartendunath.tiwari@nsltd.in
कुल मात्रा/Total Quantity	10
वस्तु श्रेणी /Item Category	ENERAL THERMOEL COOLING
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	GENERAL THERMOEL COOLING
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Laptop Stand/Cooling Stand, Chair for General Purpose, Centrifugal Cooling Water Pump (IOCL), Drinking Water Coolers (V4) ISI Marked To IS 1475, Corrosion Inhibitors for Cooling Water treatment, Steel Filing Cabinets for General Office Purpose conforming to IS 3313 (V2), Scale Inhibitors for Cooling Water treatment, Newton’s Law of Cooling Apparatus (V2), Refrigerated Centrifuge For General And Research Purpose, Industrial Cooling Fan (Man Coolers) (V2) Conforming To IS 6272
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Scale Inhibitors for Cooling Water treatment
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No

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

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India

ईएमडी राशि/EMD Amount	35000

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 :

sr.mgr
NMDC Iron Steel Plant Jagdalpur Bastar CG 494001, NMDC STEEL Limited, NMDC STEEL Limited, Ministry of Steel (Kumar Shivam)

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

ENERAL THERMOEL COOLING (10 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	10	84

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

   NSL/Ref./SP-6490

   ATC (ADDITIONAL TERMS & CONDITION)

Checklist

S.No.	Clauses
1	PQC
2	EMD
3	Payment terms
4	Penalty
5	Delivery Schedules
6	Warranty
7	Inspection
8	Border sharing
9	SETTLEMENT OF DISPUTES
10	Business Responsibility and Sustainability
11	Local Content
12	Bank Details Confirmation
13	SUSTAINABLE SOURCING

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1. PQC:

The prospective tenderer (Which term shall mean and include the Manufacturer and /or its authorized distributor/Dealer/ Channel Partner) must have supplied at least **one unit** of similar items in any Steel Industry / any Industry during the last 07 Years prior to this tender. Documentary evidence to the above should be enclosed.

Similar Items: -"Thermoelectric cooling unit for Electrical panel"

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

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

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

Note:

1. NSL reserves the right to verify the authenticity of documents from the OEMs/ Concerned Buyers/ Customers. In case any specific adverse report is received against a tenderer, as an information or upon enquiry made by NSL, in respect of capabilities and performance of the tenderer, after receipt of tender but before the opening of the Price Bids, the quotation /tender submitted by such tenderer is liable to be rejected. If such report is received after opening of the price bids, then also the quotation/tender of that tenderer is liable to be rejected.

2.NSL also reserves the right to seek any additional related documents / any other financial documents, etc., if required.

3.**Regarding Clarification of Bids/ Shortfall Document:** - As per guidelines, no post-bid clarification at the initiative of the bidder shall be entertained by NSL. In case of any shortfall of documents, NSL shall see

k the respective clarifications from the concerned bidders. However, no new credentials shall be allowed t o be submitted after the opening of bids.

The shortfall information / documents shall be sought only in case of historical documents which pre-exist ed at the time of the tender opening and which have not undergone change since then. So far as the submi ssion of documents is concerned with regards to pre-qualification criteria, after submission of the tender, o nly related shortfall documents shall be asked for and considered.

For example, if the bidder has submitted a supply order without its completion / performance certificate, th e certificate can be asked for and considered. **However, no new supply order shall be asked for so a s to qualify the bidder.**

4. Bidders who have supplied the tendered item(s) successfully to NSL- Nagarnar as per this tender PQ elig ibility criteria i.e. specification, quantity and period of supply etc. during any ofthe last seven (07) years pri or to issue date of this tender and performance of the supplied item(s) was satisfactory and accepted byN SL, such bidder(s) if they have notsubmitted the documents as mentioned in the PreQualification Criteria (PQC) of the tender, during subsequent clarification, can submit Purchase Order number(s) against which s upplies as per tender PQC have been made successfully to NSL-Nagarnar earlier. The details of Supplied Q uantity, Specification, Period of Supply etc.

2. EMD

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Your Bid must be accompanied by EMD **Rs. 35,000/-**as mentioned in the bid by online payment throu gh Bank. Bidders intending to submit Earnest Money deposit online may follow following link and procedur e:

Ø Open the web portal: https://onlinesbi.sbi.bank.in/sbicollect/

I. Select Category "GOVT / PSU/ COURTS"

II. Select State of from Filter by State as "Chhattisgarh" and Select name as " NMDC LIMITED ".

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

IV. Bidder may fill up their relevant details as Name, Address, GST No, contact person Mobile no., Purpose (EMD), Amount (as per tender), Remarks.

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

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

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

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

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

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

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

c. NMDC Steel Limited will not be responsible for incorrect/Wrong payment (s) made by the bidder a nd delay in transaction. Further, if respective amount of EMD Cost (As stipulated in tender) is not sub mitted to NMDC steel Limited within due date and time of submission of tender, the corresponding ten der of non- exempted bidder(s) will be rejected.

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

EMD of successful vendor shall be returned after successfully delivery of the material.

Note - Payment of EMD other than online mode is not acceptable and EMD inform of BG is not acceptable.

3. PAYMENT TERMS:

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

Our standard payment terms are as below:

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

4. PENALTY:

In the event of placement of an order, should the supplier fail to deliver the stores in full or part there of within the delivery date including extended time if any, NMDC shall reserve the right to levy Liquid ated Damages on the supplier at 0.5% of the basic order value (excluding GST) of the undelivered sto res for each week or part thereof of delay but not exceeding 5% of the basic order value (excluding G ST) of such materials.

5. .Delivery: 12 Weeks from the date of Purchase Order

6. Warranty:

The items shall be under warranty for a period of 18 months from the date of dispatch or 12 month s from the date of receipt of the items at site, whichever is earlier, against manufacturing defects, faulty materials and bad workmanship.

7. Inspection:

Final inspection of the materials will be carried out at project site after receipt of the materials (eve n if pre-dispatch inspection is carried out) which will be final & binding. In case the stores supplied are rejected either fully or partly on account of defects, bad workmanship or other reasons, the su pplier will have to arrange for free replacement of the same up to the destination point. The freight and incidental charges for return of the rejected materials will have to be borne by the supplier. In case, rejected materials are not collected after receipt of rejection notice, no liability in respect of lo ss, damage, deterioration etc. shall lie with the corporation.

8.Border Sharing:

The Govt. of India Order O.M No: F. No: 6/18/2019-PPD dated 23-07-2020 on border

sharing and any other orders/ circulars related if any shall be applicable for this tenderer

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

9.SETTLEMENT OF DISPUTES

9.1 CONCILIATION:

Any dispute, question, claim or difference arising out of or concerning this tender/ contract betwee n the parties shall be settled through mutual negotiation by the parties and parties shall make all e

ndeavors to settle this matter amicably. In case such amicable settlements is not possible, the par ties shall take recourse to the conciliation proceedings for resolving such dispute, question, claim o r differences.

The Conciliatory Committee shall comprise of the following:

(i) A nominee of NSL Management- Member

(Independent of the officer handling the case)

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

(Independent of the officer handling the case)

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

The above committee shall conduct the conciliation proceedings in accordance with the provisions of the Arbitration and Conciliation Act 1996. The venue of the conciliation shall be at Hyderabad. T he settlement so arrived at final conciliation shall be binding on both the parties and will not be call ed in question before any court or forum whatsoever. Reference to arbitration shall be made only when conciliation has failed.

9.2 ARBITRATION:

9.2.1. FOR ALL THE TENDERS OTHER THAN GLOBAL TENDERS

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

9.2.1.2 The appointing authority will send within ninety days of receipt of the notice of arbitration a panel of three names of persons, not directly connected with work, to the Supplier/ Contractor w ho will select any one of the persons named to be appointed as a sole Arbitrator within 30 days of r eceipt of names. If the appointing authority fails to send to the Supplier/ Contractor the panel of th ree names, as aforesaid, within the period specified, the Supplier/ Contractor shall send to the app ointing authority a panel of three names of persons who shall also be unconnected with the organi zation 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 appoin ting authority fails to select the person and appoint him as the sole Arbitrator within 30 days of rec eipt 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 fro m time to time.

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

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

9.3.3

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

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

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

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

10.BUSINESS RESPONSIBILITY AND SUSTAINABILITY (BRSR) COMPLIANCE:

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

1. Social- The bidder participating in the tender should comply all applicable labour, occupational health & safety, and human rights laws throughout the contract period. The bidder shall ensure prohibition of child labour, forced labour, discrimination, and harassment; provide safe and healthy working conditions; respect workers' rights to freedom of association; and ensure compliance by all subcontractors 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. The bidder shall take appropriate measures to minimize environmental impacts arising from contract execution by promoting pollution prevention, efficient use of natural resources, waste minimization, climate change mitigation, and protection of biodiversity.

3. Financial- The bidder shall maintain the highest standards of financial integrity, transparency, and ethical business conduct throughout the contract period. The bidder shall comply with all applicable financial, taxation, anti-corruption, anti-bribery, anti-money laundering, and corporate governance laws. The bidder shall ensure fair business practices, timely statutory payments, responsible financial management, and complete transparency in financial transactions associated 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 bidder shall obtain and maintain all necessary licences, registrations, permits, approvals, and certifications throughout the contract period.

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

11. Local Content:

Annexure-I

DECLARATION CERTIFICATE FOR LOCAL CONTENT

(Tender value Less than Rs 10 Crores)

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

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

VIDUAL)

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

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

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

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

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

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

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

(d) I understand that a bidder can seek benefit of either Public Procurement Policy for MSEs -Order 20 12 or Public Procurement (preference to Make in India) Order 2017 and not both and once the opti on is declared / selected it is not permitted to be modified subsequently. Accordingly, I seek the be nefit from the below declared purchase preference policy only.

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE: _____ DATE:_____

Seal/Stamp of Bidder.

NOTE:

1. Class I local supplier means a supplier or service provider whose goods, services or works offered for procurement has minimum 50% local content.

2. Class II local supplier means a supplier or service provider whose goods, services or works offered procurement has minimum 20% local content.

3. Non-local supplier means a supplier or service provider whose goods, services or works offered pr ocurement has local content less than 20%.

4. Only "Class-I local suppliers and Class-II local suppliers", as defined under the order, shall be eligible fo r participation against this tender. The offers of 'Non-Local Suppliers' shall not be considered.

12. Bank Details Confirmation as per Annexure-II

Annexure-II

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

To,

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

Sub: Payment through e-payment mode

Dear Sir,

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

1.	Beneficiary Name	
2.	Account Type	
3.	Account No.	
4.	Name of Bank	
5.	Name of Branch	
6.	Address of the Bank	
7.	MICR Code	
8.	Bank’s IFSC code	
9.	Beneficiary Contact No.	
10.	Email ID of Beneficiary	
11.	GST No	

12.	PAN NO. (Enclose copy of PANCARD also)	
13	Cancelled Cheque -Enclose copy	

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

Yours faithfully,

(Name, Designation,

Signature & Seal of the Authorized Officer)

(Confirmation of the BANK)

Certified that the above particulars are found correct and matching with our records in respect of th e above Beneficiary.

For (Name of the Bank)

(Signature of the Bank Manager with Seal)

Note:

1. Beneficiary should either submit a cancelled cheque AND/OR get certification from the concerned ba bove 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.

13.UNDERTAKING FOR SUSTAINABLE SOURCING

Annexure-III

(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 sust ainable sourcing practices.
We confirm that _____% of the total inputs/materials utilized by our organization are sourced throu gh 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 knowle dge and belief.
We understand that submission of false or misleading information may render our bid liable for reje ction.

For and on behalf of:

Name of Bidder: _____
Authorized Signatory: _____
Designation: _____
Signature: _____
Company Seal/Stamp

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

–

Name & Designation:

I. Mr. Bhartendu Tiwari, (Materials) bhartendunath.tiwari@nsltd.in

II. Mr. Sharad Gupta Sr Mgr. (Materials) sharadg@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---