बिड संख्या/Bid Number: GEM/2026/B/8113552
दिनांक /Dated: 05-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	24-10-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	25-10-2026 16:00:00
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 Limited
संगठन का नाम/Organisation Name	Nmdc Limited
कार्यालय का नाम/Office Name	Kirandul Complex
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :kdl_gemprimaryuser@nmdc.co.in Buyer Email id: dalip.kumar@nmdc.co.in
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	1600473101_ DRUM SHAFT ASSEMBLY, P/N: MP 208375
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	DRUM SHAFT ASSEMBLY, P/N - MP 208375
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Shaft and Shaft Assembly as per Drawing (RCF)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Shaft and Shaft Assembly as per Drawing (RCF)
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),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	5
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	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	288100

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 :

HOD Materials
NMDC Limited, BIOM Kirandul Complex, South Bastar, Dantewada, 494556, CG
(Gm Materials)

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

1600473101_ DRUM SHAFT ASSEMBLY, P/N: MP 208375 (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	Mohammad Mehboob Ullah	494556,NMDC LIMITED, KIRANDUL COMPLEX	1	180

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. **Scope of Supply**

   Scope of supply (Bid price to include all cost components) : Only supply of Goods

3. **Purchase Preference (Centre)**

   Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

4. **Purchase Preference (Centre)**

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding “Preference to Make In India products” stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as “Non Local Supplier”. The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

5. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS

1. For any Techno-Commercial clarification against this tender, please contact following:

Name: Shri. Dalip Kumar

Designation: Dy. Manager (Matls)

Email: dalip.kumar@nmdc.co.in

Contact No.: 8685053286

Name: Shri. Susheel Gupta

Designation: AGM (Matls)

Email: scgupta@nmdc.co.in

Contact No.: 93290-82511

Name: Shri. Samya Bhookya

Designation: GM (Matls)

Email: bsamya@nmdc.co.in

Contact No.: 94255-91021

2. Quoted price should be firm & fixed for the entire supply/delivery period inclusive of Packing & Forwarding, Freight, Loading, Unloading & Insurance charges and GST as applicable as per GEM Price Format on FOR Destination basis to be unloaded at Hilltop Stores, Kirandul (C.G.) which is approximately 10KM from Kirandul Main Stores.

3. Unloading of the material at our Hilltop Stores, Kirandul (C.G.) will be responsibility of the bidder.

4. **Earnest Money Deposit (EMD):**

Bidders are required to deposit/Submit EMD of **Rs. 2,88,100.00/-**in favour of NMDC Limited, from any Nationalized Indian Bank /Scheduled Commercial Bank (except cooperative and Gramin Bank) including a foreign bank having a branch in India in either of the following modes. **However, for item wise/ Schedule wise evaluation, please submit the EMD as per GeM schedules only.**

a) Online transfer though bank.

Detailed procedure for online transfer through SB collects is as follows:

1. Visit **www.onlinesbi.sbi**
2. Click on **SB Collect**
3. **Tick** the terms acceptance box and Click on **Proceed**
4. On State Bank Collect Page Select State **- Chhattisgarh** and Select Type of Corporation **– PSU** then Click on **GO button**
5. Select PSU- **National Mineral Development Corporation** and **Submit**
6. Select the **Payment Category of Kirandul Complex**
7. Fill the **details** on the Details of Payment Page and Submit
8. Select the payment **Method** in the given List
9. Complete the payment process
10. **Receipt of the EMD payment will be generated which is to be uploaded in the bid.**

b) Bank Guarantee valid for 6 months + 3 months claim expiry period in a prescribed format enclosed (Annexure) herewith and favouring NMDC. The supplier shall forward the original EMD BG to “GM (Materials), NMDC BIOM Kirandul Complex-494556, C.G.” through speed post. Original EMD BG should receive at our end within 14 days after opening of bid. Copy of EMD BG shall be uploaded in the bid. For BG preparation, details of NMDC account is as follows:

Details of NMDC Account: -

Account Name: NMDC LIMITED, Kirandul Complex,

Account No:10727544113,

IFSC code no: SBIN0002866,

Name of Banker: State Bank of India, Kirandul.

c) Demand Draft (DD). The supplier shall forward the original DD to “GM (Materials), NMDC BIOM Kirandul Complex-494556, C.G.” Original DD should receive at our end within 14 days after opening of bid. Copy of EMD DD shall be uploaded in the bid.

d) **In the form of an Insurance Surety Bond (ISB) issued by an insurance company registered with the Insurance Regulatory and Development Authority of India (IRDAI) as per Annexure (Proforma including instructions for furnishing Insurance Surety Bonds are attached as Annexure).** The supplier shall forward the original EMD ISB to “GM (Materials), NMDC BIOM Kirandul Complex-494556, C.G.” Copy of EMD ISB shall be uploaded in the bid. The original ISB shall reach the BIOM Kirandul office within 14 days from the date of bid opening.

e) Tenderers of Micro & Small Enterprises (MSEs) registered with UDYAM will be exempted from payment of Earnest Money Deposit against submission of documentary proof of such registration certificate as a manufacturer for the tendered items/ item category/group under Udyam Registration. **Traders /Dealers have to submit EMD, only MSE manufacturers of the quoted item/items are exempted. Further, Medium firms are also not eligible for any MSE benefits.**

f) EMD submitted in any other format/mode other than specified above shall not be acceptable.

g) The tenders received without EMD shall be summarily rejected.

h) EMD exemption shall be applicable as per GeM guidelines.

i) No interest will be paid on EMD amount and would be refunded to the unsuccessful tenderers after placement of the order/tender is cancelled. However, in case of successful bidders, EMD will be returned after receipt of Security Deposit/PBG/receipt of materials wherever applicable.

j) Bidder’s EMD will be forfeited if the bidder withdraws or amends its/ his tender or impairs or derogates from the tender in any respect within the period of validity of the tender.

k) NMDC reserve the right to forfeit the EMD amount if successful bidder doesn’t supply the materials.

l) **Bidder shall be responsible for the correctness and completeness of the BG / DD/ISB / Bank transfer submitted towards EMD. In case the EMD submitted is not as per the value/ BG specified in the tender, the same may be summarily rejected.**

5. **PRICE PURCHASE PREFERENCE TO MAKE IN INDIA CLAUSE**: This Tender is being invited for procurement from indigenous sources. No foreign exchange or import license for importing equipment or component, raw materials, spares, or know-how will be arranged for or provided by the Purchaser. Efforts shall be made to use indigenous components to the extent possible.

Public Procurement Policy (Preference to Make in India) GOI Order No. P-45021/2/2017-B.E.-II dtd 15.06.2017 read with read with revised Order No. P-45021/2/2017-PP(BE-II) dtd. 16.09.2020 and subse

quent amendments/orders, if any shall be applicable to this tender. Bidders are requested to fill the format as enclosed at Annexure-1.

ANNEXURE-1

PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA)

(ON LETTER HEAD OF THE FIRM)

SELF CERTIFICATION REGARDING LOCAL CONTENT

We ..... (Name of Firm) hereby certify that the offered materials are ha ving the LOCAL CONTENT Minimum 50% and hence we come under Class I Local Supplier as per de finition of Make in India policy of Govt of India.

The address of Manufacturing Unit:

We also understand that the false declarations will be in breach of the Code of Integrit y under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its succes sors can be debarred for up to two years as per Rule 151 (iii) of the General Financial R ules along with such other actions as may be permissible under law.

(Sign & Seal)

(OR)

We ..... (Name of Firm) hereby certify that the offered materials are ha ving the LOCAL CONTENT Minimum 20% and hence comes under Class II Local Supplier as per defi nition of Make in India policy of Govt of India.

The address of Manufacturing Unit:

We also understand that the false declarations will be in breach of the Code of Integrit y under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its succes sors can be debarred for up to two years as per Rule 151 (iii) of the General Financial R ules along with such other actions as may be permissible under law.

(Sign & Seal)

NOTE:

1) Self declaration has to be submitted in the Company Letter head by the bidder.

2) Class I Local supplier only shall get purchase preference as per Make in India Policy.

6. **BIDDERS FROM COUNTRIES SHARING LAND BORDER WITH INDIA:** “The Govt. of India Order O .M No: F. No: 6/18/2019-PPD dated 23-07-2020 w.r.t the bidders from countries sharing land border with India and any other orders/ circulars related if any shall be applicable”. Bidders are required to adhere to the same.

   Please furnish the details as per **Annexure- 2.**

ANNEXURE-2

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 India, we certify that, bidder M/s_(Name of Bidder) is:

i). Not from such a country [ ]

ii). If 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 (√ or X) above).

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

Place: Signature of Authorized Signatory of Bidder

Date: Name:

7. **Pre-Qualification Criteria (PQC):**

The prospective Bidder (which term shall mean and include the manufacturer and/ or its agent(s,) viz. Authorized Distributor/Dealer/Channel partner/ Marketing/ Trading houses or by whatever other name is known) must have supplied and commissioned, jointly or severally as the case may be at least 01 n umber any of the major Hoist Gear assemblies as mentioned below/ tendered item(S) to any Governme nt or PSU organisation or any Mining Companies in India for 182M Rope shovels during the last 10 year s ending last day of the month previous to the one in which tenders are invited.

Following major Gear assembly are involved in Hoist Gear Assembly of 182M Rope shovels

1. MP160518 - GEAR, HOIST
2. MP160824 - GEAR, INTERMEDIATE HOIST
3. MP208375 – DRUM SHAFT ASSEMBLY

The firm should have supplied any of the above Gear assembly / tendered item(s) against their part nu mber and should have worked satisfactorily for a minimum period of 1year in last 10 years to qualify P QC.

List of Required documents for PQC Evaluation:

1) Copy of purchase order/work order/ contract/ agreement

2) Copy of the invoice against same purchase order as per s.no:1 above

3) Copy of performance report indicating the same purchase order as per s.no:1 above.

The Bidder should give a self-certificate along with their offer in part- B i.e. techno commercial bid, stating that the desired level of performance guarantee parameters stipulated in the order, have been met and no guarantee/ warranty is pending against the supplied order received by them. However, NMDC reserves the right to verify the above or get the performance details from the concerned buyer/ customers of equipment. Bidders are required to furnish relevant information regarding name of the customer, contact details, supply order reference, date of commissioning, hours already worked and present status.

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

NMDC reserves the right to verify the PQC documents, if required.

All Bidders should submit PQC supporting document details as below:

Customer Name	PO Qty	PO No & Date	Performance Report Date

Internal Performance in PQC :

1. NMDC reserves the right to verify the internal performance of the earlier supplied similar / higher capacity tendered spares in the assessment period as mentioned in the PQC clause.

2. The internal performance reports obtained from user departments will be preferred over the performance reports submitted by the bidder and the decision of NMDC regarding the techno-commercial evaluation of the offer will be final.

3. The Original Equipment Manufacturer or its authorized dealer shall be exempted from qualifying the Pre-Qualification Criteria (PQC). Valid authorization letter/dealership certificate shall be submitted by the dealer. OEM of tendered item is M/s CAT Ltd.

4. Any unsatisfactory internal performance of the firm for particular tendered item from any NMDC units will disqualify the bidder.

Note : Bidders shall submit the copies of PO, invoice & performance certificate against PQC along with the offer failing which your offer shall be liable for rejection without any further correspondence. No new POs shall be acceptable after opening of Bid. With regard to Pre-qualification Criteria (PQC). After submission of the tender, only related shortfall documents will be asked for and considered. For example, if the bidder has submitted a supply order without its completion/performance certificate, the certificate can be asked for and considered. However, no new supply order should be asked so as to qualify the bidder.

8. **INTEGRITY PACT:** The bidder must require to accept the “Integrity Pact” enclosed along with the tender document and **shall submit the same in their company letter head duly signed and upload in the GEM portal along with the offer.**

“If the bidder has not submitted Integrity Pact in its original offer (Physical Copy/ Online), or the same is submitted but not in conformity with the tender stipulations, the respective bidder may be provided an opportunity to submit the Integrity Pact as per prescribed format, failing which the bid/offer shall be rejected”.

Original integrity pact should be sent in a sealed cover indicating 'integrity pact' along with Bid Reference Number, and has to reach the office of General Manager (Materials), Material Management Department, NMDC Limited, Kirandul Complex, South Bastar, Dantewada – 494556, before placement of order.

A person signing integrity pact shall not approach the courts while representing the matters to IEMS and He/She will await their decision in the Matter.

Format of Integrity Pact is enclosed as Annexure4 & Annexure5.

The procedure for submission of integrity pact would be as follows: -

- **The Indian bidder should submit the integrity pact on his company's letter head duly signed by the authorized representative on all pages.**
- In case of overseas bidder, the bidder shall submit the integrity pact on his company's letter head duly signed by the authorized representative on all pages.
- If the bidder/contractor is a partnership or a consortium, the integrity pact shall be signed by all the partners or consortium members.
- All the pages of the integrity pact should be signed by both, the principal as well as the bidder.
- **The bidder should not change the contents of the integrity pact.**
- The principal or his representative will sign the Integrity pact after opening of the Tender.
- The details of the External Independent Monitor nominated for this tender are given here as under: -

  - Smt. RAJNI SEKHRI SIBAL, IAS (Retd.)

    Email: rajnisekhrisibal@gmail.com

  - Shri. P V Rao, IRS (Retd.)

    Email: pasupuletirao@yahoo.co.in

  - Shri Dharam Chand Jain, IPS (Retd.)

    Email: jaindharam@hotmail.com

9. For MSE & MII benefits, bidder shall apply in GEM portal for Purchase Preference. MSE purchase preference as per Govt guidelines shall be considered only for manufacturers registered with UDYAM certificate and not for Traders/Distributors/Dealers/Resellers.

10. **WARRANTY:**. Standard warranty required as 12 months from the date of receipt & acceptance or 18 months from the date of dispatch, whichever is earlier against any Manufacturing defects, faulty materials and bad workmanship. The warranty should be comprehensive and cover all bought-out items that go in to Manufacturing of the item. Any defects noticed during the warranty period shall h

ave to be rectified or materials replaced at your cost. Materials not confirming to specifications shal l be rejected and returned to the supplier at their risk and cost.

11. **Site Visit** – The firms shall visit the site for better understanding of the items under procurement bef ore submitting the offer.

    The bidder must obtain site visit certificate from the concerned Engineer In charge and enclose along with the techno commercial offer for having visited and collected the information regarding the tender requirement.

    Without the site visit certificate, the bid shall be liable for rejection. Further the site visit certificate dur ing the last one year shall also be considered valid.

    For site visit, bidders may contact below mentioned Person in Charge (PIC):

    PIC Details:

    Shri. Prasanna MS, AGM (Mechanical Services)
    Mobile No. – 96854 56587
    Email : msprasanna@nmdc.co.in

    Without the site visit certificate, the bid shall be liable for rejection.

12. **INSPECTION:** - Final inspection of the materials shall be carried out at our Project site after receipt of the materials (even if pre-dispatch inspection is carried out) which will be final & binding. In case the s tores supplied are rejected either fully or partly on account of defects, bad workmanship or other reas ons, the supplier will have to arrange for free replacement of the same up to destination point. The fre ight and incidental charges for return of the rejected materials will have to be borne by the supplier. I n case, rejected materials are not collected within 30 days after receipt of rejection notice, no liability i n respect of loss, damage, deterioration etc shall lie with the corporation. Ground rent will be charged . After reasonable period the material will be disposed off without making any back reference.

13. **Fitment Guarantee:** Supplied material should be one to one replacement of original one and sho uld fit in our equipment without any modification at site. Supplier has to furnish the fitment guarant ee for each item. Fitment guarantee will be applicable even after expiry of warranty period. In case any problem in fitment, bidder shall depute their personnel to supervise the fitment at Free of cost basis.

14. **Delivery Period:-** The indented items are required urgently at our Project. You are requested to q uote the shortest delivery period in your offer. In case delivery period is not mentioned by the bidde r, the delivery period mentioned in GEM Bid will be applicable.

15. **Payment terms:** 100% Payment with full applicable Taxes shall be released after receipt and acce ptance of materials within 30 days through RTGS on upload of 1) Invoice in NMDC VIM Portal, & (2) on submission of PBG for 10% contract value (excluding taxes) from any Nationalized Bank/Schedul ed Commercial Bank.

16. As part of NMDC’s commitment towards having more transparent & automated bills payable proces sing, NMDC has developed Vendor Invoice Management (VIM) Portal an advanced digital solution fo r Invoice Processing. Bidders have to register themselves in Vendor Self Service Portal https://vim.n mdc.co.in/velocious-portal-app/ which facilitate Vendors to submit invoice through Web Portal. It is mandatory for vendors to submit their invoices through Vendor Invoice Management Portal for pay ment processing.

For creating the vendor code, all the bidders are required to submit the followings documents along with their offer:

1. GSTIN Certificate
2. Certificate of Incorporation
3. PAN Card Copy
4. UDYAM Registration, if applicable
5. Bank Mandate form (Sealed & signed)
6. Bank Details with cancelled Cheque Copy
7. Valid Email ID (It will be used for all future transactions between NMDC & bidder)
8. Valid mobile no (It will be used for future correspondence)

17. NMDC has registered with M/s RXIL, M/s Invoicemart (A. TReDS Ltd), M/s M1Exchange, M/s C2TReDS & M/s KredX Portals for releasing MSE vendor's payment through TReDS portal. All MSE vendors are requested to register on any one of the portals to release payment through TReDS Portal.

    In case any MSE vendor is not willing to process their payment through TReDS portal, that vendor s hould confirm non willingness. In such case, payment will be released as per NMDC standard payme nt terms".

18. **Issue of E-Invoices:** It is mandatory to issue E-invoice whenever the turnover of your company ex ceeds rupees five crores. Hence you are requested to submit E-invoice when turnover exceeds five crores. In case, E-invoice is not applicable, then please submit turnover certificate without fail.

19. **LIQUIDATED DAMAGES (LD):** In the event of placement of an order, the Supplier fails to deliver t he stores in full or part thereof within the delivery date the corporation shall reserves the right to le vy penalty on the Supplier @0. 5% of the basic price of undelivered stores per each week or part th ereof but not exceeding 5% of the value of such materials.

20. **RISK PURCHASE:** In the event of failure of the supplier to deliver goods, services and goods cum services or dispatch the item / equipment / stores within the stipulated date/period of the supply or der or failure in completion of job/ work/service or in the event of breach of any of the terms and co nditions mentioned in the order, NMDC reserves the right to cancel the order and make alternative purchase of the materials of similar description or get the job/ work/ service completed from elsewh ere at their risk and cost of the supplier duly giving an advance notice of 30 days to this effect and i n such an event the seller will be liable to pay any loss that may be incurred to the buyer. Except fo r the reasons specified in the Force Majeure Clause, the Corporation shall have the right to levy the penalty in case of delay.

21. **VALIDITY:** - Your offer should be initially kept valid for 180 days from the date of tender opening a nd to be extended for further period if necessary.

22. **PERFORMANCE BANK GUARANTEE**: - You are required to furnish bank guarantee for 10% contra ct value (excluding taxes) towards satisfactory performance of the supplied item (As per NMDC for mat only) . This BG should be drawn from any Nationalized Indian Bank/ Scheduled commercial ban k **(except Co-operative and Gramin Bank)** including a foreign bank having a branch in India (In case of BG) or Insurance Surety Bond from issued IRDAI-registered General Insurance Companies a uthorized to undertake Surety Insurance Business (IRDAI) for warranty period plus three months g race/claim period. **Please note that the original BG/ISB should be forwarded through bank directly to us.**

    In the event of placement of an order, should the supplier fail to submit the PBG within 30 days of material Acceptance, a penal interest at 12% per annum of the PBG amount s

hall be charged beyond 30 days i.e. from the 31st day of effective date of Acceptance of material.

Details of NMDC Account: -

Account Name: NMDC LIMITED, Kirandul Complex,

Account No:10727544113,

IFSC code no: SBIN0002866,

Name of Banker: State Bank of India, Kirandul.

23. After publishing of tender in GeM portal, if prospective bidders want to submit any representation/clarification/request against the GeM tender, the same can be submitted in GEM Portal through GEM representation window within the stipulated time period. Any representation/clarification/request through email against the GeM tender shall not be entertained except request for tender opening date extension which will be at the discretion of NMDC due to administrative reasons.

24. **Clarification of Bids/ Shortfall Documents:** Bidder shall submit all the necessary documents and technical details in the offer. Your offer will be evaluated based on the documents submitted by you. No post-bid clarification at the initiative of the bidder shall be entertained by NMDC. In case of any shortfall of documents, NMDC shall seek the respective clarifications from the concerned bidders. However, no new credentials shall be allowed to be submitted after the opening of the bids. The shortfall information/documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then.

    (Example: if the Permanent Account Number, registration with sales tax/ VAT has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above). So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a supply order without its completion/performance certificate, the certificate can be asked for and considered. However, no new supply order should be asked so as to qualify the bidder.

25. Bidders have to submit the signed and stamped copy of the technical specification document (uploaded in bid document) along with their offer. Any deviations on technical and commercial points are required to be brought out clearly in a separate sheet.

26. The corporation reserves the right to reject or accept any tender in part or full without assigning any reasons, or place order for part of full quantity. The corporation also reserves the right to load on various parameters in case of deviations from the tender condition at rates deemed fit without any discussions/ correspondence with the tenderer.

27. NMDC is having rate contract with M/s. ARC (M.no. 9685464295) & M/s. Balan Transport (M.no. 9424293692) for transportation of goods to our project. Hence you may preferably book the consignment with the above transporters.

28. Please indicate applicable GST rate in “%” for each line items of the bid. The quoted price should be including Freight charges, GST, Packing and Insurance Charges.

29. **SETTLEMENT OF DISPUTES:** All disputes or differences arising out of or in connection with this tender / order shall be subject to the exclusive jurisdiction of Dantewada/Jagdalpur courts.

2.1 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 end eavors to settle this matter amicably. In case such amicable settlements is not possible, the parties shall take recourse to the conciliation proceedings for resolving such dispute, question, claim or diff erences.

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 provision of the Arbitration and Conciliation Act 1996. The venue of the conciliation shall be at Dantewada. The settlement so arrived at final conciliation shall be binding on both the parties and will not be called i n question before any court or forum whatsoever.

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

2.2 Arbitration:

2.2.1. FOR ALL THE TENDERS OTHER THAN GLOBAL TENDERS

2.2.1.1 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 for 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 HOP of the NMDC Ltd, Kirandul Complex, Kirandul (who will be the appointing authority), be referred for adjudication to the sole arbitrator to be appointed as hereinafter provided.

2.2.1.2 The appointing authority will send within ninety days of receipt of the notice of arbitration a pan el of three names of persons, not directly connected with work, to the supplier/ Contractor who will sele ct any one of the persons named to be appointed as a sole Arbitrator within 30 days of receipt of name. If the appointing authority fails to send to the Supplier/ Contractor the panel of three names, as aforesai d, within the period specified, the Supplier/Contractor shall send to the appointing authority a panel of t hree names of persons who shall also be unconnected with the organization by which the work is execu ted. The appointing authority shall on receipt of the names as aforesaid select any one of the persons n amed and appoint him as the sole Arbitrator. If the appointing authority fails to select the person and ap point 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 a nd Conciliation Act 1996 as amended from time to time.

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

2.3.1.4 The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliati

on Act 1996 as amended from time to time.

2.3.3

2.3.3.1. Arbitration between a Central Public sector undertaking of the Government of India (not under t he Ministry of Steel) and the Employer shall be as per the guidelines of Ministry of Heavy Industries and Public Enterprises, Government of India.

2.3.3.2. 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.

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

2.3.5. The laws applicable to the Contract shall be the laws in force in India. The Courts of Dantewada, Chhattisgarh (State) shall have exclusive jurisdiction in all matters arising under this Contract.

30. **LIMITATION OF LIABILITIES:** Except in cases of criminal negligence of will full non- performance or will full default,

a. The supplier/contractor shall not be liable to the employer, whether in contract, or otherwise f or any indirect or consequential loss or damage, loss of production, loss of use, or loss of profit s or interest costs.

AND

b. The aggregate liability of the supplier/contractor to the employer, whether under the contract, in tort or otherwise including the cost of repairing or replacing defective equipment's, shall not exceed the 100% (hundred percent) of the contract price plus escalation if applicable as per co ntract, provided that this limitation shall not apply to any obligation of the contractor to indem nity the employer with respect to copyright, patent infringement, workmen compensation and statutory liabilities in general that the employer may be required to additionally bear due to d efault of the supplier/contractor.

31. **BANNING OF BUSINESS DEALING: -** For the evaluation of the tenders, NMDC would rely on the d ocuments submitted and declarations made by the tenderer in connection with the tender. Therefor e, NMDC expects such documents and declarations to be true and authentic. In case it is found, at a ny stage, that the documents submitted and / or the declarations made by a tenderer is/ are false, NMDC reserve its right, notwithstanding any other rights/ remedies under the terms and conditions of the tender, to ban business dealing with the tenderer for a period upto two year.

32. **Force Majeure Clause:**

· If at any time during the continuance of the Purchase Order, the performance in whole or in p art by either party or any obligation under this Purchase Order is prevented or delayed by reaso n of any war, hostility, acts of public enmity, civil commotion, sabotage, fires, floods explosions, epidemics, quarantine restrictions or other acts of God, provided notice of the occurrence if any such event is given by either party to the other within TWENTY-ONE DAYS from the date of occu rrence thereof.

· Neither party shall by reason of such event be entitled to terminate this Purchase Order and

neither party shall have claim for damage against the performance and deliveries in such cases shall be resumed as soon as practicable after such an event has come to an end or has ceased to exist.

33. **COMPLIANCE TO SA8000: -** Our Company is certified under SA8000 and as such you are required to confirm your company is complying with the SA8000 standards as per Annexure-I.

Annexure-3

Standard Requirements for SA8000

· The Supplier/contractor shall comply with all requirements of SA 8000:2014 related to Child Labour, Forced and Compulsory Labour, Health& Safety, Freedom of Association & Right to Collective Bargaining, Discrimination, Disciplinary Practices, Working Hours and Remuneration.

· The Supplier/Contractor is obliged to comply with the applicable legal systems in force. In particular, the Supplier/Contractor shall not engage, actively or passively, nor directly or indirectly any child labour (persons below 14 years of age) and shall not violate basic human rights of its employees. Moreover, the Supplier shall take responsibility for the health & safety of its employees. The Supplier shall act in accordance with the applicable environmental laws and will use best efforts to promote the Code of Conduct among its Suppliers.

· The supplier/contractor shall meet the legislations related to working hours, minimum wages and payment of wages.

· NMDC Limited or any third party on behalf of NMDC Limited shall have the right to visit the supplier/contractor premises to ensure compliance with SA 8000:2014 requirements with or without any intimation.

· In addition to other rights and remedies NMDC Limited may have, NMDC may terminate the work order and/or any purchase order issued there under in case of breach of SA 8000:2014 related obligations by the Supplier/Contractor. However, provided that if the Supplier's/Contractor's breach of contract can be rectified, then NMDC Limited's right to terminate the work order and/or any purchase is subjected to the provision that such breach has not been remedied by the Supplier within a reasonable grace period set by NMDC Limited.

· Supplier/Contractor shall ensure that its direct and indirect subcontractors employed to perform the works commit themselves to the SA 8000:2014 requirements.

The Supplier/Contractor shall:

a) Give the highest regard to Employee Health & Safety (EHS) to avoid any injury to any person and willful damage to any property;

b) Ensure that the management of EHS is an integral and visible part of its work planning and execution processes;

c) Strive for continuous improvement of its EHS performance;

d) Obtain B.I.O.M Kirandul Complex, NMDC Limited's IMS policy, understand and implement the applicable content of this policy;

e) Monitor and evaluate its safety performance to effectively take such actions as appropriate to rectify or improve its overall safety performance;

f) Ensure that it complies with all applicable EHS laws and any EHS requirements of NMDC Limited in force from time to time.

g) Ensure that in case NMDC Limited produces a safety and health documentation for the site (Occupational Safety Plan) and provides Supplier with a copy of the Occupational Safety Plan, Supplier shall confirm receipt thereof in writing and comply with the regulations contained therein. The same shall apply to updates of the Occupational Safety Plan which NMDC Limited may make as it deems necessary. S

upplier shall ensure that its direct and indirect subcontractors employed to perform the works commit themselves to the Occupational Safety Plan and its updates. The supplier shall commit to this clause t o avoid any injury to any persons who are legally on the work site including its own personnel, NMDC Ltd.'s personnel and visitors.

34. **Environment:** Bidders shall comply with all Environmental Laws & Contractual Commitments relat ed to Environmental aspects.

35. Checklist for list of documents to be submitted is attached at ATC which is to be duly filled & uploa ded along with offer by the bidder.

36. Bid ATC will supersede the other GEM GTC. If any deviations are not mentioned by the bidder, it is deemed that they are agreeing to all Bid ATC.

ANNEXURE-4

INTEGRITY PACT FORMAT

Between

NMDC Ltd hereinafter referred to as **"The Principal"**

And

_____ hereinafter referred to as **"The Bidder / Contractor"**

Preamble

The Principal intends to award, under laid –down organizational procedures, contract/s for (*Description of t he Equipment*). The Principal values full compliance with all relevant laws and regulations, and the principl es of economical use of resources, and of fairness and transparency in its relation with its Bidder/s and /or Contractor/s.

In order to achieve these goals, the Principal Cooperates with the renowned international Non-Government al Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process from the begin ning till execution of the contract for compliance with the principles mentioned HEREIN.

Section 1- Commitments of the Principal.

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe th e following principles:-

I.No employee of the Principal, personally or through family members, will in connection with the ten der for, or the execution of a contract demand, take a promise for or accept, for him/herself or third person, any material benefit which he/she is not legally entitled to.

II.The Principal will, during the tender process treat all Bidders with equity and reason. The principal will in particular, before and during the tender process, provide to all Bidders the same information a nd will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

III.The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence u nder the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, th e Principal will inform its Vigilance Office and in addition can initiate disciplinary action.

–

SECTION – 2 Commitments of the Bidder/Contractor

(1) The Bidder / Contractor commit himself to take all measures necessary to prevent corruption. He com mits himself to observe the following principles during his participation in the tender process and durin g the contract execution.

I. The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to the Principal, to any of the Principal's employee involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled t o, in order to obtain in exchange an advantage during the tender process or the execution of the contr act.

II. The Bidder / Contractor will not enter with other Bidders into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or action to restrict competitiveness.

III. The Bidder / Contractor will not commit any criminal offence under the relevant Anti-corruption Laws of India, further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal as part of the business relationshi p, regarding plans, technical proposals and business details, including information contained or transm itted electronically.

IV. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is co mmitted to or intends to make to agents, brokers or any other intermediaries in connection with the a ward of the contract.

(2) The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an acc essory to such offences.

(3) The Bidder / Contractor may indicate the advantage of his offer compared to the tender terms and con ditions. The Bidder / Contractor shall not make any commitment whatsoever on the offers / products of other bidder(s) thereby influencing the principal to take decision of the former.

Section 3 – Disqualification from tender process and exclusion from future contract

1. If the Bidder, before contract award, has committed a serious transgression through a violation of Sect ion 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Princip al is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already si gned, for such reason.

2. If the Bidder/Contractor has committed a serious transgression through a violation of section – 2 such as to put his reliability or credibility into question, the principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstance s of the case, in particular the number of transgressions, the position of the transgressors with the com pany hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a mini mum of 6 months and maximum of 3 years.

3. If the Bidder / Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible**.**

–

Section 4 – Forfeiture of Earnest Money Deposit/Security Deposit

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to forfeit the bidders Earnest Money Deposit.

(2) If the Principal has terminated the contract according to section – 3, or if the Principal is entitled to terminate the contract according to section – 3, the principal shall be entitled to forfeit *the* Earnest Money Deposit/Security Deposit.

Section 5 – Previous Transgression

(1) The Bidder declares that no previous transgression occurred in the last three years with any other company in any country confirming to the TI approach or with any other Public Sector Enterprise in India that could justify it's exclusion from the tender process.

(2) If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all bidders/contractors/sub-contractors.

(1) The bidder/contractor undertakes to demand from all sub-contractors the commitment consistent with this integrity pact, and to submit it to the principal before contract signing.

(2) The principal will enter into agreement with identical conditions as this one with all bidders, contractors and sub-contractors.

(3) The principal will disqualify from the tender process all bidders who do not sign *this pact and submit it to the Principal along with the offer*.

Section 7 – Criminal charges violating Bidders/Contractors/Sub-Contractors

If the principal obtains knowledge of conduct of a Bidders/Contractors/Sub-Contractors, or of an employee or a representative or an associate of a Bidders/Contractors/Sub-Contractors which constitutes corruption, or if the principal has substantive suspicion in this regard, the principal will inform the vigilance office.

Section 8 – External Independent Monitor

(1) The principal appoints competent and credible external independent Monitor for this Pact. The task of the monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman of the Board of the Principal.

(3) The Monitor has the right of access without restriction to all Projects documentation of the Principal. The Contractor will also grant the monitor, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will regularly submit a written report to the Chairman of the Board of the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairman of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairman has not, with reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

Section_9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidder's 6 months after the contract has been awarded.

Section 10 – Other Provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal.

(2) Changes and supplements as well as termination notices need to be made in writing: Side agreements have not been made.

(3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(4) A person signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.

(5) Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associate.

(6) Bidders to disclose the payments to be made them to agents/brokers or any other intermediary.

(7) Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

_____ _____

For the Principal **For the Bidder/Contractor**

Place _____ **Witness 1 : _____**

Date_____ **Witness 2: _____**

ANNEXURE-5

Format for completeness of Integrity Pact

PART-A

CERTIFICATE

NAME OF THE TENDER:

TENDER ENQUIRY NO:

DATE OF TENDER ENQUIRY:

I/WE hereby undertake that

M/s. ..... confirm completeness of “Integrity Pact” provided in Part-A of the tender doc ument.

Signature of the authorized person

On behalf of M/s._____

Place:

Seal and Signature

Date:

.

6. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document Click here to view the file.

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---