

एनएमडीसी लिमिटेड

(भारत सरकार का उद्यम)

एनएमडीसी



NMDC

NMDC LIMITED

(A Government of India Enterprise)

बैलाडिला आयरन ओर खान

बचेली कॉम्प्लेक्स डकघर : बचेली

जिला : दक्षिण बस्तर, दंतेवाड़ा-494 553 (छ.ग.)

CIN : L13100TS1958GO1001674  
GSTIN 22AAACN7325A1Z5

Bailadila Iron Ore Mines  
Bacheli Complex, PO : Bacheli, Dist. Dakshin Bastar,  
Dantewada - 494 553 (CG State)

Phone No. 07857-230079, 230751, E-mail: priyachoudhary@nmdc.co.in

NMDC/BCH/ES/BCH/2025/543

**(GeM Custom Bid)**

**(GROUP-WISE EVALUATION BASIS)**

No. BIOM/ PUR/MM/PR # 30000721 Dt. 22.07.2025

Date : 07.05.2026

**SUBJECT :- SUPPLY, INSTALLATION AND COMMISSIONING REFRIGERATOR, led tv & AIR PURIFIER AT  
NMDC BACHELI, CHATTISGARH STATE**

Dear Sir,

We intend to procure following items. You are requested to submit your techno-commercial & price bids for the same in GeM Portal.

S. N.	Item Code	Item Description	U/M	QTY
1.	2200007878	SUPPLY INSTALLATION & COMMISSIONING OF REFRIGERATOR 90-100 LTRS WITH DETAILED SPECIFICATION AS PER ANNEXURE -I (A)	NO	19
2.	2200007877	LED TV 65 INCH WITH DETAILED SPECIFICATION AS PER ANNEXURE -I (B)	NO	07
3.	-	INSTALLATION & COMMISSIONING OF LED TV	LS	01
4.	2200000441	SUPPLY INSTALLATION & COMMISSIONING OF AIR PURIFIER WITH DETAILED SPECIFICATION AS PER ANNEXURE -I (C)	NO	19

NOTE :-

- All Vendors are requested to submit their offer through Online GeM Portal mode & F.O.R. Destination Price Basis only.
- Sealed Paper Quotation/ Email & Fax Quotation are not acceptable & will not be considered.
- Please quote minimum Delivery Period.
- All the tenderers should clearly indicate the name of the manufacturers with full specifications.
- Please confirm your acceptance, point wise to Annexure-I & I(A), I(B) & I(C)

  
MANAGER (MATERIALS)

Please attach the following documents duly signed & sealed while uploading your offer on the Portal.

1.	Technical Specification as per Annexure -I(A), I(B) & I(C)
2.	Technical specification Cum Checklist as per Annexure -II
3.	Techno-Commercial (Compliance) Check-List as per Annexure-III
4.	Self-Certificate regarding Local Content as per Annexure-IV
5.	OEM Authorization Certificate
6.	MSE, PAN & GST Registration Certificate.
8.	Performance Bank Guarantee as per Annexure-V

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ANNEXURE-I(A)

TECHNICAL SPECIFICATION FOR REFRIGERATOR

S.N	PARAMETERS	SPECIFICATION
1	CAPACITY	90-100 LTRS
2	TYPE	Single Door
3	INPUT SUPPLY	200-240V AC 50Hz(WORK WITHOUT STABILISER)
4	FUNCTION	AUTO DEFROST
5	ENERGY RATING	SMART COMPRESSOR
6	SHELF TYPE	TOUGHENED GLASS
7	FRESH FOOD CAPACITY	45-60LTRS
8	FREEZER CAPACITY	45-60 LTRS
9	SPECIAL FEATURES	TEMP. CONTROL KNOB, MULTI-AIR FLOW, ANTI-BACTERIAL GASKET
10	WARRANTY	5 YEARS ON-SITE COMPREHENSIVE WARRANTY
11	STANDARD	THE RELEVANT BIS STANDARD IS 1476(PAR-1)

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SIGNATURE & SEAL OF THE TENDERER

## TECHNICAL SPECIFICATION FOR 65-INCH SMART TV

S.N	PARAMETERS	SPECIFICATION
	ITEM CODE	2200007877
	ITEM	65-INCH SMART TV
1	DISPLAY	LED
2	RESOLUTION	4K ULTRA HD
3	ADD-FEATURES	APPLE AIR PLAY
4	HDMI	2.1 COMPATIBLE
5	INPUT POWER TYPE/VOLTAGE/PHASE & FREQUENCY	230V AC (+/-10%), 50HZ
6	TYPE	SMART TV FEATURES 60 HZ REFRESH RATE
7	SOUND	DOLBY AUDIO
8	CONNECTIVITY	3-HDMI PORT, 2-USB PORT, BLUETOOTH, WIFI, HDMI, ETHERNET
9	MOUNTING	WALL & TABLE
10	ASPECT RATIO	16:9
11	VIEWING DISTANCE	6FEET
12	INCLUDE COMPONENT	INCLUDED IN THE BOX ARE AN AC POWER CORD, INSTALLATION KIT, STAND, REMOTE CONTROL, REMOTE CELL, USER MANUAL, WARRANTY CARD, and Installation, etc.
13	WARRANTY( AFTER THE DATE OF INSTALLATION)	OEM APPLICABLE ON-SITE WARRANTY

SIGNATURE &amp; SEAL OF THE TENDERER

## TECHNICAL SPECIFICATION FOR ELE AIR PURIFIER

S.N.	PARAMETERS	SPECIFICATION
1	CAPACITY	04 STAGE FILTRATION COVERS 350 SQ FT. CARBON & PRE FILTER
2	TYPE	CORDED ELECTRIC, TOUCH
3	Wattage capacity	180-250W
4	INPUT SUPPLY	200-240V AC 50Hz
5	FEATURES	REMOVE 99% POLLUTANT & MICROALLERGENS LOW NOISE, SLEEP MODE, AND RELEVANT IS STANDARD.
6	WARRANTY	OEM Applicable WARRANTY
7	STANDARD	THE RELEVANT BIS STANDARD

SIGNATURE &amp; SEAL OF THE TENDERER

**(TECHNICAL SPECIFICATION CUM CHECK-LIST TO BE FILLED BY TENDERER)****(Please submit this proforma duly Signed & Sealed & attach as Separate Sheet along with your offer)**

S.N.	ITEM CODE / DESCRIPTION	REMARKS	TO BE FIELD BY BIDDER	QUOTED MAKE & MODEL
<b>GROUP-1</b>				
1.	ITEM CODE : 2200007878 SUPPLY INSTALLATION & COMMISSIONING OF REFRIGERATOR 90-100 LTRS WITH DETAILED SPECIFICATION AS PER ANNEXURE -I (A)	ACCEPTED/ NOT ACCEPTED		
		Applicable GST (%)		
<b>GROUP-2</b>				
2.	ITEM CODE : 2200007877 LED TV 65 INCH WITH DETAILED SPECIFICATION AS PER ANNEXURE -I (B)	ACCEPTED/ NOT ACCEPTED		
		Applicable GST (%)		
3.	<b>INSTALLATION &amp; COMMISSIONING OF LED TV ONLY</b>	ACCEPTED/ NOT ACCEPTED		
		Applicable GST (%)		
<b>GROUP-3</b>				
4.	ITEM CODE : 2200000441 SUPPLY INSTALLATION & COMMISSIONING OF AIR PURIFIER WITH DETAILED SPECIFICATION AS PER ANNEXURE -I (C)	ACCEPTED/ NOT ACCEPTED		
		Applicable GST (%)		

SIGNATURE &amp; SEAL OF THE TENDERER

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**ANNEXURE-III**

**ADDITIONAL TERMS & CONDITIONS (ATC)**

Before submitting your offer/ Bid, kindly read the complete tender document carefully. Submission of offer will be considered as "The Bidder has read, understood & accepted all the technical as well as commercial aspects of the tender document unless otherwise specified".

Any person registered with GeM and submitting the tender shall be deemed to have necessary authority on behalf of the tenderer and if it subsequently comes to light that the person submitting the tender had no authority to do so, the purchaser may without prejudice to other civil and criminal remedies cancel the order or the tender and hold the supplier liable for all costs and damages.

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

The Offer/Quotation with detailed terms & conditions should be uploaded on GeM Portal only.

1. **EARNEST MONEY DEPOSIT (EMD) :- NOT APPLICABLE**
2. **Bidders shall submit complete technical specifications (including brochure if available) along with offer.**
3. **PRICE:-** Prices should be firm and fixed without any variation factor/adjustment and valid for acceptance for a period of 180 days from due date of tender opening. **The price basis should be FOR Destination only** i.e. Material has to be supplied up to NMDC Ltd., Bailadila Iron Ore Mines, Deposit - 5, 10&11A, Bacheli Complex, Bacheli - 494553, Dist. Dantewada.
4. **TAXS:- Standard Taxes, Duties & Levies Etc.:** All the GST Rules and Regulations notified/ Amended time to time are applicable to this tender.

5. **PAYMENT :- ADVANCE PAYMENT TERM IS NOT ACCEPTABLE.** Our Standard Payment term is as below :-

**100 % payment** within 30 days after receipt , acceptance & Installation & commissioning of materials at our site through e-payment on submission of required documents through VSS Portal.

The following Original Documents required for releasing payment :-

- (1) GST Invoice Copy in Triplicate
- (2) PBG
- (3) Installation & Commissioning Report

"VSS vendor self portal is a platform developed for transparency in transaction between NMDC and the vendors. Vendors will be able to upload their Invoices after successful registration in the portal and will be able to track the status of their Invoice, details of Amount paid & Deduction (If applicable). They will be also able to check the details of pending orders and completed orders placed on them. The Registration process is given below:

**One Time Registration in VSS Portal as a Seller: After Receipt of Purchase Order, Sellers need to contact via mail to the Buyer with the following details for the Vendor I'd Creation and Link, to access the VSS Portal.**

- Firm's Name & Full Address
- GST No. with a Copy
- PAN No. with a Copy

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- Udyam Aadhar Registration No. with a Copy, If applicable
  - Bank Details with a cancelled Cheque Copy
  - Valid E-mail I'd (It will be used for all future transactions with the vendor & NMDC and OTPs will be shared in this mail only).
  - Valid Mobile No. (It will be used for all future correspondence).

In reply, Sellers will receive a registration link on their registered mail Id from NMDC Side. Tutorials and Guidelines will also be available in the reply mail to guide the vendors through registration process. Once, the vendor is registered, Invoice and supporting Documents can be uploaded at the time of dispatch of Material and the same can be tracked further until the receipt of the Payment. Vendors will be able to use the same Login I'd for uploading Invoices for Other Purchase orders of NMDC as well".

NMDC has registered with M/s. RXIL. All MSE vendors should register themselves with these TreDS Platform for availing the facility of bill discounting on TreDS portal. If registered, please submit the details.

6. **DELIVERY PERIOD** :- The delivery period should be 90 days as mentioned in bid document. Kindly offer your shortest delivery period. Delivery Period quoted should be definite and guaranteed. Failure to supply the material in time will attract penalty as per penalty clause. **Please Quote minimum delivery period.** If no delivery period is quoted by firm, then GeM bid delivery should be applicable & binding.
7. **BANK CHARGES** :- The supplier should bear all types of Bank charges.
8. **PLACE OF DELIVERY** :- The item shall be supplied on **FOR-Destination** (CSD Bachel) basis at NMDC Ltd., Bailadila Iron Ore Mines, Bachel Complex, Post - Bachel - 494553, Dist. Dantewada, C.G State.
9. **LIQUIDATED DAMAGES (LD)**:- ~~In the event of placement of order, should the Supplier fail to~~ deliver the Materials in full within the delivery date the corporation reserves the right to levy the LD on the Supplier @ 0.5 % for each week or part thereof for undelivered portion but not exceeding 5 % of the order value.

In case, the material are not supplied within delivery period, than NMDC reserves the right to cancel the order or make alternative purchase of the materials of similar description from else where at the risk and cost of the supplier duly giving an advance notice of 30 days to this effect and in such an event the seller will be liable to pay any losses that may be incurred by the buyer. Except for the reasons specified in the Force Majeure Clause, the Corporation shall have the right to levy the penalty as already provided. All correspondence in connection with the above may be addressed to DGM (Materials), NMDC Limited, BachelComplex.

10. **PERFORMANCE BANK GUARANTEE (PBG)** :- The supplier should furnish a **Bank Guarantee for 10 % of Contract Value** (format enclosed at **Annexure-V**) valid for the **Warranty period + 03 months (Grace Period)** in support thereof while claiming balance payment towards satisfactory performance of the item.

**PBG shall be in favour of NMDC Limited, from any Nationalized Indian Bank/ Scheduled commercial bank (except Co-operative and Gramin Bank) including a foreign bank having a branch in India in the form of Bank Guarantee (including e-BG) valid for warranty period + 3 months claim period in case if the performance linked with warranty.** The supplier should instruct their banker to forward original Bank Guarantee directly from Bank to NMDC.

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**NOTE:-** In the event of placement of an order, should the supplier fail to submit the PBG within 30 days of Dispatch / Acceptance / Commissioning of materials (as defined in the PO), a penal interest at 12% per annum of the PBG amount shall be charged beyond 30 days i.e. from 31<sup>st</sup> day of effective date of Dispatch / Acceptance / Commissioning of materials.

11. **SECURITY DEPOSIT (SD):-** NOT APPLICABLE.

12. **GUARANTY/ WARRANTY :-** The offered/supplied item shall be Guaranteed/Warranted for a period of **05 YEARS ON-SITE COMPREHENSIVE Warranty from the date of installation for REFRIGERATOR & Warranty as per OEM for LED TV & Air Purifier** from the date of receipt & acceptance of materials at our site against manufacturing defects, bad workmanship, poor quality of material etc.

In case any defects are detected during the period of warranty the tenderer should arrange to examine the same and make good the loss in terms of rated life. In case of failure within the warranty period, inspection will be carried out and if after inspection, any article is found to be defective, the spares shall be replaced **FREE OF COST** by the supplier.

13. **PUBLIC PROCUREMENT POLICY (PREFERENCE TO MAKE IN INDIA)**

GOI Order No. P-45021/2/2017-B.E.-II dtd. 15/06/2017 read with revised Order No. P-45021/2/2017-PP (BE-II) dtd. 16.09.2020 and subsequent amendments/orders, if any shall be applicable to this tender.

Bidders are requested to submit the **Self Certificate** regarding Local Content on their Letter Head as per **Annexure-IV**.

14. **INSTALLATION & COMMISSIONING CHARGES:-** The supplier shall under-take **Installation/ Commissioning** of supplied REFRIGERATOR & AIR PURIFIER ON FREE OF COST BASIS at our site & ON COST BASIS FOR LED TV. You have to depute your competent personnel for carrying out the above activity for sufficient period to our Project on receipt of material / on receipt of confirmation from our end.

**The Supplier shall, therefore, be fully responsible for satisfactory Installation /Commissioning and proving Performance Guarantee Parameters of the equipment not with standing that he may have been assisted by the Purchaser's authorized representative.**

The supplier shall have to make their own arrangement for boarding and lodging, to and fro travel to project site. However, in case of availability, NMDC may consider accommodation in Project Guest House on chargeable basis. All the costs/ expenses have to be borne by the supplier

15. **LIMITATION OF LIABILITY :-**Except in cases Criminal Negligence of wilful non-Performance or wilful default.

The Supplier/ Contractor shall not be liable to the Employer, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss or use, loss of Production, or loss of profit 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, shall not exceed the 100 % (Hundred percent) of the contract price plus escalation if applicable as per contract, provided that this limitation shall not apply to any obligation of the contract, to indemnify 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 default of the supplier/contractor.

16. **FORCE MAJEURE CLAUSE :-** If at any time during the continuance of Acceptance of Tender (A/T) , the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, hostility, acts of public enmity, civil commotion,

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sabotage, fires, floods, explosions, epidemics, quarantine restrictions or other acts of God, provided notice of the occurrence of any such event is given by either party to the other within TWENTY ONE DAYS from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the contract., 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.

17. **INSPECTION:-** Final inspection of the materials will be carried out at project site after receipt of the materials (even 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 supplier 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 loss, damage, deterioration etc. shall lie with the corporation.
18. **OFFER VALIDITY :-** Your offer should be kept valid for **180 Days** from the date of tender opening & to be extended for further period if necessary.
19. **TRANSPORTATION OF GOODS:** NMDC Limited Bachel Complex is having Rate Contract (RC) with M/s. Associate Road Carriages Ltd (ARC) (Mo.# 96584 64295) and M/s. Balan Transport (Mo No. # 94242 93692) for transportation of goods to our project. Hence, you may preferably book the consignment with the above transporters. However, you may opt your own mode of transportation based on your convenience.
20. **WITHDRAWAL OF TENDER :-** After submission of tender if it is withdrawn before expiry of validity period, NMDC can take any one or more of following action(s) without notice :-
1. ~~Forfeit of Earnest Money Deposit (EMD).~~
  2. Lodging complaint with NSIC/DGS&D/any other Government departments
  3. Removal of supplier's name from the company's approved list of suppliers
  4. ~~Raising Incident in GeM Portal and may escalate Incident at discretion of NMDC.~~
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21. **TENDER EVALUATION PROCEDURE :-** Offers will be evaluated **GROUP-WISE** on **FOR Destination Cost** basis as per ANNEXURE -II.
22. **DEVIATION:** Before submitting your offer/ Bid, kindly read the complete tender document carefully. Submission of offer will be considered as "The Bidder has read, understood & accepted all the technical as well as commercial aspects of the tender document unless otherwise specified". Any deviations on technical and commercial points are required to be brought out clearly in a separate sheet. Acceptance of deviations is strictly at the discretion of NMDC. Bidder shall clearly state that all the terms and conditions are acceptable and there are no deviations otherwise submit the deviation list, if any.
23. **SETTLEMENT OF DISPUTES :-**
- 23.1.1 **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 endeavors to settle this matter amicably. In case such amicable settlements is not possible, the parties shall take recourse to the conciliation proceedings for resolving such dispute, , question, claim or differences.
- The Conciliatory Committee shall comprise of the following :-**
- (i) A nominee of 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)

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(iii) Head of Law/ Law officer of NMDC – Member

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

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

## **23.2 ARBITRATION :-**

### **23.2.1 FOR ALL THE TENDER OTHER THAN GLOBAL TENDERS**

23.2.1.1 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 expressed in the Contract to be final and binding) shall, after written notice by either party to the other and to the Chairman cum Managing Director of the NMDC Ltd (who will be the appointing authority), be referred for adjudication to the sole Arbitrator to be appointed as hereinafter provided.

23.2.1.2 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 who will select any one of the persons named to be appointed as a sole Arbitrator within 30 days of receipt of names. If the appointing authority fails to send to the Supplier/ Contractor the panel of three names, as aforesaid, within the period specified, the Supplier/ Contractor shall send to the appointing authority a panel of three names of persons who shall also be unconnected with the organization by which the work is executed. The appointing authority shall on receipt of the names as aforesaid select any one of the persons named and appoint him as the sole Arbitrator. If the appointing authority fails to select the person and appoint him as the sole Arbitrator within 30 days of receipt of the panel and inform the Supplier/ Contractor accordingly, the Supplier/ Contractor shall be entitled to invoke the provisions of the Indian Arbitration and Conciliation Act 1996 as amended from time to time.

~~23.2.1.3 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 have any right to legal proceedings concerning any dispute under this agreement other than to enforce or facilitate the execution of the award rendered in such arbitration.~~

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

24. **AFTER-SALES-SERVICE:** The after-sales-service facilities in India within warranty period and beyond warranty period are to be indicated. Confirmation shall be given that after sales & service shall be provided outside the warranty period also. Complete address of the location from where after sales service facility will be provided may be indicated. Sufficient proof of having competent and adequate technical staff for after sales service should be furnished with the offer.

25. **INTEGRITY PACT:- NOT APPLICABLE**

26. **MAKE & MODEL** :- Tenderer should clearly indicate the name of the manufacturer of the item with full specification. The tenderer shall indicate the Make/Model etc. and also confirm that the materials offered confirm strictly to our specification.

27. **MATERIAL TEST CERTIFICATE :- NOT APPLICABLE.**

28. **FITMENT GUARANTEE CERTIFICATE :- NOT APPLICABLE**

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29. **PRICE/PURCHASE PREFERENCES:-** Price/ purchase preferences as per guidelines issued by Government of India are applicable subject to satisfying provisions in the guidelines. Necessary details for such provision in the guidelines are to be forwarded for examination.
30. **PRICE FALL CLAUSE:- NOT APPLICABLE**
31. **BANNING OF BUSINESS DEALING WITH THE TENDERER :-**  
For the evaluation of the tenders, NMDC would rely on the documents submitted and declarations made by the tenderer in connection with the tender. Therefore, NMDC expects such documents and declarations to be True and Authentic. In case it is found, at any stage, that the documents submitted and/or the declarations made by a tenderer is/are false, NMDC reserves its right, notwithstanding any other rights/remedies under the terms and conditions of the tender, to **ban business dealings with the tenderer for a period upto TWO YEARS.**  
The Corporation also reserves the right to initiate the action, as deemed fit, against the tenderer/ supplier backing out after opening of tenders / failing to supply after award of PO. The action may include debarring the Tenderer / Supplier for a suitable period or Black Listing the firm from NMDC Ltd.
32. **RISK PURCHASE:-** The subletting of contract is not permissible. If the supplier fails to deliver the material within stipulated period due to no fault of the Corporation. The Corporation reserves the right to cancel the order and repurchase the outstanding portion from any source at the risk cost and consequences of the seller.
33. **ORGANISATION CATEGORY :-**MSE / NSIC / SSI / NON-SSI / SC/ST firm / Women Enterprise /Startup or Others clearly specify.
34. **COMPLIANCE TO SA8000 :-** Our Company is certified under SA8000 and as such we also expect that your company shall also comply with the SA8000 standards (Optional As per **Annexure-VI**).
35. **INTERNAL PERFORMANCE :** NMDC reserves the right to verify the internal performance of the earlier supplied similar/ higher capacity items, in the assessment period as mentioned in the PQC clause. 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.
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36. **SAMPLE :- NOT APPLICABLE.**
37. **DRAWING APPROVAL :- NOT APPLICABLE.**
38. **MSE EXEMPTION:-** For MSE benefits, bidder shall apply in GEM portal for such 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. In case firm has not opted the same on portal while submission of Bid & falls under the specific category, then no benefit will be extended & tender will be finalized as per available GeM provision.
39. **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 tender.
40. **DENIAL CLAUSE (DC) :-** "Since delay in delivery is a default by the seller, the buyer should protect himself against extra expenditure during the extended period by stipulating a denial clause (over and above levy of LD) in the letter informing the supplier of extension of the delivery period.

In the denial clause, any increase in statutory duties and/or upward rise in prices due to the PVC clause and/or any adverse fluctuation in foreign exchange are to be borne by the seller during the extended delivery period, while the purchaser reserves his right to get any benefit of a downward

revisions in statutory duties, PVC and foreign exchange rate. Thus, PVC, other variations and foreign exchange clauses operate only during the original delivery period”.

41. 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.
42. Bidders shall submit all the necessary documents and technical details in the offer. Your offer will be evaluated based on the documents submitted by you. Any clarification from the bidder shall be the discretion of the buyer.
43. The Corporation reserves the right to reject or accept any tender in part or full without assigning any reasons, or place order for part or full quantity. The Corporation also reserves the right to load on various parameters in case of deviations from the tender conditions at rates deemed fit without any discussions / correspondence with the tenderer.
44. NMDC does not bind itself to accept the lowest or any tender and may cancel / withdraw the tender without assigning any reason and no claim whatsoever, for any reason arising out of such action, will be entertained by NMDC.
45. During the processing/evaluation of the tender proposals, the tenderer may be required to attend the NMDC’s office for discussions/clarifications. Tenderer, on request from the NMDC, shall attend such Tender discussions at their own cost.
46. If the date for any activity indicated in the tender document happens to be a holiday or a non-working day, for any reason, then the next working day will be automatically taken as the date for such activity.
47. The tenderer is advised to attach any additional information about competence, which they think is necessary for their offer. No further information will be entertained after the bid is submitted, unless NMDC calls for it.
48. Bidders shall comply to all Environmental Laws & Contractual Commitments related to Environmental aspects.

**TENDERERS ARE REQUIRED TO CONFIRM ACCEPTANCE OF ALL COMMERCIAL TERMS AND CONDITIONS POINT WISE AND CLAUSE WISE.**

**Mrs. Priya Choudhary, Manager (Materials)**

Email : priyachoudhary@nmdc.co.in

Mobile : 09479069857

**Mr.B. Lachu, AGM (Materials),**

Email : blachu@nmdc.co.in

Mobile : +91- 75878 76642/ 9302644393

  
**MANAGER (MATERIALS)**

GeM Bid Ref No. .... Date .....

**ANNEXURE-IV**

**(TECHNO-COMMERCIAL CHECK-LIST TO BE FILLED BY TENDERER)**

**(Please filled duly signed & Seal & attached as Separate Sheet along with offer)**

SL. No.	DESCRIPTION	Remarks	To be filled & submitted by Bidder (Compliance)
1.	<del>EMD</del> - As per Clause # 1 of Annexure-III Please attach the proof of EMD paid (Online RTGS/ Bank Guarantee). EMD exemption will be as per GeM Provisions.	Submitted/ Exemption	
2.	PRICE BASIS-Bacheli Complex (FOR Destination basis only) - As per Clause # 3 of Annexure-III	Accepted Only	
3.	TAXS & DUTIES- As per Clause # 4 of Annexure-II (CGST/SGST/IGST %)	Please specify	
4.	PAYMENT - As per Clause # 5 of Annexure-III	Accepted/ Not accepted	
	I. GST No with a Copy	Please specify & upload	
	II. PAN No. with a Copy	Please specify & upload	
	III. BANK ACCOUNT Details with a cancelled cheque copy	Please specify & upload	
	IV. UDYAM Adhar Registration No. with a Copy, If any	Please specify & upload	
	V. Valid E-MAIL ID	Please specify	
	VI. Valid MOBILE NO.	Please specify	
5.	DELIVERY PERIOD - As per Clause # 6 of Annexure-III Please quote minimum Delivery Period.	Please specify	
6.	BANK CHARGES - As per Clause # 7 of Annexure-III The supplier should bear all types of Bank Charges.	Accepted/ Not accepted	
7.	<del>PLACE OF DELIVERY - As per Clause # 8 of Annexure-III</del>	Accepted/ Not accepted	
8.	LD - As per Clause # 9 of Annexure-III	Accepted/ Not accepted	
9.	PERFORMANCE OF BANK GUARANTEE(PBG) - As per Clause # 10 of Annexure-III	Agreed with Remarks	
10.	<del>SECURITY DEPOSIT (SD) - As per Clause # 11 of Annexure-III</del>	Agreed with Remarks	
11.	GUARANTEE/WARRANTY- As per Clause # 12 of Annexure-III	Accepted/ Not accepted	
12.	PUBLIC PROCUREMENT POLICY (PREFERENCE TO MAKE IN INDIA) - As per Clause # 13 of Annexure-III	Please specify / Uploaded	
13.	INSTALLATION & COMMISSIONING CHARGES FOR REFRIGERATOR & LED TV ONLY - As per Clause # 14 of Annexure-III	Accepted/ Not accepted	
14.	LIMITATION OF LIABILITY - As per Clause # 15 of Annexure-III	Accepted/ Not accepted	
15.	FORCE MAJEURE CLAUSE - As per Clause # 16 of Annexure-III	Accepted/ Not accepted	
16.	INSPECTION - As per Clause # 17 of Annexure-III	Accepted/ Not accepted	
17.	OFFER VALIDITY - As per Clause # 18 of Annexure-III Please confirm your acceptance your offer validity is 180 days as per GeM Portal.	Accepted/ Not accepted	
18.	TRANSPORTATION OF GOODS - As per Clause # 19 of Annexure-III	Accepted/ Not accepted	
19.	WITHDRAWL OF TENDER - As per Clause # 20 of Annexure-III	Accepted/ Not accepted	
20.	TENDER EVALUATION PROCEDURE - As per Clause # 21 of Annexure-III	Accepted/ Not accepted	

21.	<b>DEVIATION - As per Clause # 22 of Annexure-III</b>	Accepted/ Not accepted	
22.	<b>SETTLEMENT OF DISPUTES - As per Clause # 23 of Annexure-III</b>	Accepted/ Not accepted	
23.	<b>AFTER-SALES-SERVICE - As per Clause # 24 of Annexure-III</b>	Accepted/ Not accepted	
24.	<b>INTEGRITY PACT - As per Clause # 25 of Annexure-III</b>	Submitted/ Not Submitted	
25.	<b>MAKE &amp; MODEL - As per Clause #26 of Annexure-III</b> Please confirm make of your quoted item	Please specify your Quoted make	
26.	<b>MATERIAL TEST CERTIFICATE - As per Clause # 27 of Annexure-III</b>	Accepted/ Not accepted	
27.	<b>FITMENT GUARANTEE CERTIFICATE - As per Clause # 28 of Annexure-III</b>	Accepted/ Not accepted	
28.	<b>PRICE/PURCHASE PREFERENCES - As per Clause # 29 of Annexure-III</b>	Accepted/ Not accepted	
29.	<b>FALL CLAUSE - As per Clause # 30 of Annexure-III</b>	Accepted/ Not accepted	
30.	<b>BANNING OF BUSINESS DEALING - As per Clause # 31 of Annexure-III</b>	Accepted/ Not accepted	
31.	<b>RISK PURCHASE - As per Clause # 32 of Annexure-III</b>	Accepted/ Not accepted	
32.	<b>ORGANISATION CATEGORY -</b> (Please clearly specify your Organization Category i.e. MSE/ NSIC/ SSI/ NON-SSI/ SC/ST Firm/ Woemen Enterprise or Others)	Please specify & upload	
33.	<b>COMPLIANCE TO SA8000 - As per Clause # 34 of Annexure-III</b>	Accepted/ Not accepted	
34.	<b>INTERNAL PERFORMANCE -</b> As per Clause # 35 of Annexure-III	Agreed with Remarks & Uploaded	
35.	<b>SAMPLE - As per Clause # 36 of Annexure-III</b>	Accepted/ Not accepted	
36.	<b>DRAWING APPROVAL - As per Clause # 37 of Annexure-III</b>	Accepted/ Not accepted	
37.	<b>BORDER SHARING - As per Clause # 39 of Annexure-III</b>	Accepted/ Not accepted	
38.	<b>DENIAL CLAUSE (DC)- As per Clause # 40 of Annexure-III</b>	Accepted/ Not accepted	
39.	<b>Above Techno-Commercial Terms &amp; Conditions and details submitted by tenderer are Fixed &amp; Final and will be considered for offer evaluation. If any deviation are not mentioned by the bidder, it is deemed that they are agreeing to all Bid ATC</b>		

Name of the Firm / Company :-

Name of Contact Person & Designation :-

Mobile No. :-

Tele No. & Fax No. (with STD) :-

Email :-

**SIGNATURE & SEAL OF THE TENDERER**

**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 having the LOCAL CONTENT **Minimum 50%** and hence we comes under **Class I Local Supplier** as per definition of Make in India policy of Govt of India.

The address of Manufacturing Unit:

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We also understand that the false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules 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 having the LOCAL CONTENT **Minimum 20%** and hence comes under **Class II Local Supplier** as per definition of Make in India policy of Govt of India.

The address of Manufacturing Unit:

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We also understand that the false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules 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

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

**PROFORMA FOR BANK GUARANTEE TOWARDS PERFORMANCE GUARANTEE**  
(To be stamped on Rs. 100/- Non-judicial Stamp Paper)(TO BE USED BY ALL NATIONALISED BANKS ONLY)

To  
NMDC Limited  
B.I.O.M. Bachel Complex Dep-5,10&11A  
Bachel Dist. Dantewada (CG)

BG No. .... Date .....  
Amount of Guarantee : Rs. ....  
Guarantee Cover from ..... to .....  
Last Date for Lodgment of Claim .....

Dear Sir,

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

We \_\_\_\_\_ (i.e. Name and address), having its Head office at \_\_\_\_\_ (hereinafter referred to as the Bank which expression shall unless repugnant to the context for meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all money payable by the contractor to the extent of \_\_\_\_\_ as aforesaid at any time up to (\*\*)\_ \_\_\_\_\_ (i.e. days/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the contractor. Any such demand made by the owner on the bank shall conclusive and binding not-withstanding any difference between the owner and contractor or any dispute pending before any court, tribunal or any authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the owner and further agrees that the guarantee herein contained shall continue to be enforceable till the owner discharges this guarantee.

The owner shall have the fullest liberty without affecting in any way the liability of the bank under this guarantee from time to time to extend the time for performance of the contract by the contractor. The owner shall have the fullest liberty without affecting this guarantee is postponed from time the exercise of any powers vested in them or of any right which they might have against the contractor and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any convenience, contained or implied in the contract between the owner and contractor or any other course of remedy or security available to the Owner. The Bank shall not be released to its obligations under these presents by any exercise by the owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of the owner or any other indulgence shown by the owner or by any other matters or thing whatsoever which under law would but for the provision, have the effect of relieving the bank.

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

1. The Bank Guarantee shall remain in full force and effect up to \_\_\_\_\_ (Date) and the owner shall have the right to demand or claim or encash/negotiable this Bank Guarantee within 3 months after the aforesaid date i.e. \_\_\_\_\_ (date). A demand or claim in writing if received by us within the period i.e. on or before \_\_\_\_\_ (date) will be honored.
2. This Bank Guarantee shall be extended from time to time for such period (not exceeding one year) by \_\_\_\_\_ on whose behalf this bank guarantee has been given as desired by the corporation.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024 \_\_\_\_\_ at \_\_\_\_\_.

Witness \_\_\_\_\_

Banker's rubber stampName

Attorney as per Power of

Attorney No. \_\_\_\_\_

Dated: \_\_\_\_\_

(Signature) (Signature)

Designation with bank stamp

**NOTE :-**

- BG SHALL BE TEN PERCENT (10 %) OF THE CONTRACT PRICE FROM NATIONALIZED BANK ONLY.
- THE DATE WILL BE NINETY DAYS (90) DAYS AFTER THE END OF THE WARRANTY PERIOD AS SPECIFIED IN THE CONTRACT.
- PLEASE FORWARD ORIGINAL BANK GUARANTEE ALONG WITH BANKER AUTHENTICITY LETTER DIRECTLY THROUGH BANK TO NMDC-BACHELI COMPLEX CONSIGNEE ADDRESS ONLY. ELSE BG WILL BE REJECTED.

**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.

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**The Supplier/Contractor shall:**

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- 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 Bachel 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. Supplier 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 to avoid any injury to any persons who are legally on the work site including its own personnel, NMDC Ltd.'s personnel and visitors.

