

**Bid Document/ बिड दस्तावेज़**

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	03-05-2025 14:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	03-05-2025 14:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	90 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Steel
<b>Department Name/विभाग का नाम</b>	Nmdc Limited
<b>Organisation Name/संगठन का नाम</b>	Nmdc Limited
<b>Office Name/कार्यालय का नाम</b>	Bacheli Comlex
<b>क्रेता ईमेल/Buyer Email</b>	buycon311.nl.cg@gembuyer.in
<b>Item Category/मद केटेगरी</b>	Custom Bid for Services - Reconditioning of CAT 992K Front End Loader Bucket Assembly
<b>Similar Category/समान श्रेणी</b>	<ul style="list-style-type: none"> <li>Repair, Maintenance, and Installation of Plant/ Systems/Equipments (Version 2)</li> </ul>
<b>Contract Period/अनुबंध अवधि</b>	4 Month(s)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)</b>	6 Lakh (s)
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Bidder Turnover, 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
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	No

Bid Details/बिड विवरण	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	19470

#### ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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(a). 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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। 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।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी :

GM(FINANCE)  
BACHELI COMPLEX, NMDC Limited, NMDC Limited, Ministry of Steel  
(Nmdc Ltd)

#### MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st

March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. 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 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to 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 the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

3. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

**Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :**

SCHEDULE OF WORK - [1744441094.xlsx](#)

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**GEM Availability Report ( GAR):**[1744441171.pdf](#)

**Introduction about the project /services being proposed for procurement using custom bid functionality:**[1744442407.pdf](#)

**Buyer's Competent Authority Approval:**[1744442421.pdf](#)

**Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:**[1744442431.pdf](#)

**Scope of Work:**[1744442945.pdf](#)

**Payment Terms:**[1744443068.pdf](#)

**Custom Bid For Services - Reconditioning Of CAT 992K Front End Loader Bucket Assembly ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Reconditioning of CAT 992K Front End Loader Bucket Assembly
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)/एडऑन</b>	

## Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Kamlesh Kumar Kamal	494553,NMDC LIMITED, BACHELI COMPLEX	1	N/A

## Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

### 2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

### 3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### 1.0 Cost of Bidding

The Tenderer shall bear all costs associated with the preparation and submission of its bid, and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

#### 2.0 Bidding Documents

2.1 The Facilities required, bidding procedures, Contract terms and technical requirements are prescribed in the Bidding Documents. The Bidding Documents include the following sections:

1. Notice Inviting Tender (NIT)
2. Special Conditions of Contract (SCC)
3. Instructions to Tenderers (ITT) with Annexure 1 - 18

SL. Details	Annexure no.	
No		
1	Annexure-1	Bank Guarantee towards Bid Security / EMD
2	Annexure-2	Letter of undertaking.
<del>3</del>	<del>Annexure-3</del>	<del>Form of Integrity Pact</del>
4	Annexure-4	Information about the Tenderer
5	Annexure-5	Details of work done as per eligibility Requirements
6	Annexure-6	Details of Turnover
7	Annexure-7	Details of work in hand
<del>8</del>	<del>Annexure-8</del>	<del>Proposed Organizational set up</del>
9	Annexure-9	Deviations to tender clauses
10	Annexure-10	Pro-forma of BG for Contract Performance
11	Annexure-11	Form of Completion Certificate
12	Annexure-12	Form of Defect Rectification Certificate
13	Annexure-13	Form of Final Acceptance Certificate
<del>14</del>	<del>Annexure-14</del>	<del>Letter of Undertaking towards PF Code</del>
15	Annexure-15	Form of Extension of BG
16	Annexure-16	Declaration on Local Content
17	Annexure-17	Restrictions Under Rule 144 (XI) of the General Financial Rules (GFRS) of Republic of India, 2017 and Self declaration certificate.

4. **Form of Contract Agreement and Appendices 1- 3**

Appendix – 1 - Price Schedules (Bill of Quantities)  
Appendix – 2 - Time Schedule

Appendix – 3 - Terms of Payment

5. General Conditions of Contract (GCC)

6. Technical Specifications (TS)

### 3.0 **Clarification of Bidding Documents**

3.1 The Tenderer is required to carefully examine the Bidding Documents, all terms & conditions, drawings and other details relating to work given in the Bidding Documents and fully acquaint himself as to all conditions and matters which may in any way affect the work or the cost thereof. Tenderer is deemed to have known the scope, nature and magnitude of the work and the requirements of materials, Labour involved, site conditions etc. Failure to furni

shall all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Tenderer's risk and may result in rejection of such bids.

- 3.2 A Tenderer requiring any clarification on the Bidding Documents may notify the Consultant in writing or by tele fax or e-mail at the Consultant's mailing address indicated in the Notice Inviting Tender (NIT) and copy of the same shall be sent to Owner. The Owner / Consultant will respond in writing to any request for clarification or modification of the Bidding Documents that it receives no later than fifteen (15) days prior to the deadline for submission of bids prescribed by the Employer. Written copies of the Owner / Consultant response will be sent to all prospective Tenderers who have purchased the Bidding Documents and the same shall also be uploaded in NMDC's website.

- 3.3 The Tenderer shall be deemed to have visited and examined the Bucket Condition.

- 3.4 The Tenderer and any of its personnel or representative will be granted permission by the Employer to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Tenderer, its personnel and representative will release and indemnify the Employer and its representatives from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

- 3.5 The Tenderer shall be deemed to have acquainted itself of Government taxes, duties, laws, statute, regulations, levies and other charges relating to supplies to be made, services to be rendered and works to be done at site.

- 3.6 Any neglect or omission or failure on the part of the Tenderer in obtaining necessary and reliable information as stated above or on any other matter affecting the Tenderer, will not relieve the Tenderer from any risk or liability or the entire responsibility for completion of the work in accordance with the Bidding Documents.

Any clarification issued prior to submission of Bids will be put on the Employer's web site and also will be communicated to all the Tenderers. Tenderers shall submit their bids accordingly. A copy of such clarifications shall be enclosed with the bid.

#### 4.0 **Amendment of Bidding Documents**

- 4.1 At any time, up to ten (10) days prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Tenderer, amend the Bidding Documents.

- 4.2 The amendment will be notified in writing or by tele fax or e-mail, to all prospective Tenderers that have received the Bidding Documents as well as posted on NMDC web site and will be binding on them. Tenderers are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained therein will have been taken into account by the Tenderer in their bid.

- 4.3 In order to afford prospective Tenderers reasonable time to take the amendment into account in preparing their bid, the Employer may, at its discretion, extend the deadline for the submission of bids in which case, the Employer will notify all the Tenderers in writing or tele fax or e-mail, of the extended deadline and will be posted in NMDC's website.

#### 5.0 **Language of Bid**

The bid prepared by the Tenderer and all correspondence & documents related to the bid exchanged by the Tenderer and the Employer, shall be written in the English language. Bid submitted in any other language is liable to be rejected.

In case any printed literature/ any documents furnished by the Tenderer, is written in another language, it must be accompanied by a translation of its pertinent passages in the English language, duly authenticated/ certified by a notary/ local chamber of commerce/ any legal authority of the Tenderer's country/ authorized representative of Indian Embassy/ consulate in Tenderer's country and for the purposes of interpretation of the bid, such translation shall govern. ***However, the Bidder shall be responsible for the accuracy and completeness of such translation provided by him. Documents with original signatures and seal shall be submitted with original of the bid.***

#### 6.0 **Documents Comprising the Bid**

- 6.1 The following documents duly filled in and signed with date and seal on each page by the Tenderer shall be submitted online as PART I & II of the Tender proposal.

Part-I - "EMD, Letter of Undertaking, Integrity Pact, & Techno-Commercial Bid"

Part-II - "Price Bid" only.

- 7.0 **Void.**

- 8.0 **Bid Security- EMD**

EMD/ Bid Security as specified in NIT shall accompany in Part-I of the tender as tender guarantee. The Tender Guarantee offered should be in one of the following alternative forms:

- (i) *A crossed bank draft in favor of **NMDC LIMITED** payable at Bacheli from any Nationalized Indian Bank/ Scheduled Commercial Bank including a foreign bank having a branch in India.*
- (ii) *An irrevocable Bank Guarantee from any Nationalized Indian Bank / Scheduled Commercial Bank including a foreign bank having a branch in India in favor of NMDC LIMITED Bacheli. Pro-forma of the Bank Guarantee is enclosed as Annexure-1 to these Instructions to Tenderers. The Bank Guarantee shall be valid for a period of 90 days beyond the validity of offer.*
- (iii) *Through SBI E-Collect System*

Any bid not accompanied by EMD/Bid Security as per stipulated requirements shall summarily be rejected by the Employer. This is a "Works Contract" and is not covered under the Public Procurement Policy for Micro and Small Enterprises Order 2012. Hence, Micro and Small Enterprises will not be exempted from payment of EMD.

In case the Tenderer intends to submit the EMD / bid security in the form of Bank Guarantee / BD/ SBI E-Collect System, then it is the responsibility of the Tenderer to ensure that the Original Bank Guarantee / BD/ Transaction Details as applicable for the purpose of tender/contract are submitted directly to the Tendering receiving Authority/ Owner i.e. NMDC Limited under Registered Post (A/D) at the address given in NIT. The bidder shall submit the Original (hard copy) of BG/BD to NMDC before the due date & time of opening of tender. The original BG/BD is to be submitted in sealed cover duly super-scribing "EMD" and mentioning tender enquiry number, Name of the work and name and address of the tenderer on the envelope as mentioned in the NIT.

Any bid not accompanied by Bid Security as per stipulated requirements may render the bid liable for rejection by the Employer.

In case the Tenderer intends to submit the bid security in the form of Bank Guarantee then it is the responsibility of the Tenderer to ensure that the Original Bank Guarantees as applicable for the purpose of tender/contract are submitted directly within stipulated time by their bankers to the Tendering receiving Authority/ Owner i.e. NMDC Limited under Registered Post (A/D) at the address given in NIT. The Tenderer must submit a photocopy of the same bank guarantee along with his tender/relevant contract document for linking. In exceptional cases where the Tenderers submit the original BGs directly to NMDC along with their tender/contract documents as applicable, Tenderers have to ensure that a duplicate copy of the same is submitted directly within stipulated time by the issuing bank to NMDC under Registered Post (A/D). In the event of discrepancy between the original bank guarantee with

h respect to the copy of BG as submitted by the tenderer/contractor or the duplicate copy of BG as sent by the bank, and / or delays in submission of original /duplicate BGs, the bid, shall be summarily for rejection.

**8.1 The EMD / Bid Security will be forfeited if;**

- 8.1.1 The Tenderer modifies or withdraws his offer after due date and time of submission of the bid.
- 8.1.2 The Tenderer resiles from his offer during the validity period.
- 8.1.3 The tender is revoked during its validity period by the Tenderer.
- 8.1.4 The validity of the BG is not extended / kept valid for a period of 90 days beyond the extended validity of the offer.
- 8.1.5 The Tenderer increases the prices unilaterally after the opening of Part II and during the validity period of the tender.
- 8.1.6 Subsequent to acceptance of the Letter of Award of Contract by the successful Tenderer, the Tenderer refuses to enter into Contract Agreement within the specified time or its authorized extensions.
- 8.1.7 The successful Tenderer fails to submit the BG towards the Performance Guarantee (Security Deposit) within the period specified.
- 8.1.8 The Tenderer does not accept the correction of the Bid Price, pursuant to the provisions of tender document on Discrepancies and Adjustment of Errors/ Corrections of Errors.
- 8.2 The Bid Security shall be made payable without any condition to the Owner 'On Demand'. The Bid Security shall be valid for a period of 90 days beyond the validity of the tender offer, i.e. 180 days from the due date of submission of the tender. In case of extension of validity of the offer, the BG submitted towards EMD will also to be extended for a further period of 90 days beyond the extended period of validity of offer failing which the validity extension given by the Tenderer (as submitted in validity extension letter) shall not be considered.
- 8.3 In consideration of the Owner considering the Tender for purpose of award, the Tenderer shall keep his Tender valid for a period of **90 days** from the due date of opening of Part-I of the Tender, during which period the Tenderer agrees not to vary, alter or revoke his tender as a whole or in part. If the Tenderer, however, fails to keep his Tender valid for **90 days** or varies it during the validity period then the Owner shall be entitled to forfeit the Bid Security amount without any notice or proof of damages etc.
- 8.4 In case the Tenderer is requested to extend the validity of the offer along with extension of validity of BG towards EMD, the Tenderer may refuse the request in writing. In such a case the Tenderer's offer will be rejected and the Bid Security submitted by the Tenderer shall be returned within 30 days on Tenderers request.
- 8.5 The Bid Security shall be returned within 30 (Thirty) days to those Tenderers whose offers do not meet the eligibility requirements or whose offers are not found techno commercially acceptable after scrutiny.
- 8.6 The Bid Security of those Tenderers whose offers are found techno commercially acceptable after scrutiny but are unsuccessful after price bid opening, their EMD shall be returned within 30 days after the award of work.
- 8.7 The Bid Security of the successful Tenderer to whom the contract is awarded will be returned after the said Tenderer provides the Contract Performance Guarantee and signs the Contract Agreement.
- 8.8 In case any Tenderer submits the Bid Security by way of Demand Draft the Bid Security amount will be refunded by online transfer only.
- 8.9 If the successful Tenderer fails to submit Contract Performance Guarantee as specified within 30 (thirty) days after the date of issue of Letter of Award of Contract, or fails to sign the contract agreement then the Bid Security amount will be forfeited by the Owner, without a



ny notice or proof of damages etc.

8.10 No interest will be payable by NMDC on the Bid Security.

8.11 The tenderer/firm will be suspended for a period of two years for submission of bids for tenders/contracts with NMDC Limited, in case of any of the following situations:

- (a) The tenderer withdraws or modifies the bid during the period of validity (or)
- (b) The tenderer fails to enter into Contract Agreement (as applicable), in case of award of work (or)
- (c) The successful tenderer fails to submit Contract Performance Guarantee / Security Deposit before the deadline as specified in the bid documents.

#### 9.0 **Period of Validity of Bid**

Bids shall remain valid for **90 days** from the last date of submission of Bid and accordingly Tenderer shall submit Letter of undertaking as Per Annexure - 2 to ITT. A bid valid for a shorter period shall be rejected by the Employer as being non-responsive.

If required, the Employer may request the Tenderer to extend the bid validity period. The request and responses thereto shall be made in writing. If a tenderer accepts to extend the period of validity of bid, the BG submitted towards EMD will also be extended for a further period of 90 days beyond the extended period of validity of offer failing which the validity extension given by the Tenderer (as submitted in validity extension letter) shall not be considered. A Tenderer may refuse the request without forfeiture of his EMD. The tenderer accepting such request shall not modify their bid on their own.

#### 10.0 **Manner of Submission of Bid shall be as given in the NIT**

#### 11.0 **Void**

#### 12.0 **Deadline for Submission of Bids**

12.1 Bids must be received as specified in NIT and no later than the time and date (deadline) stated in the NIT.

12.2 The Employer may, at its discretion, extend this deadline for submission of bids by amending the bidding documents in accordance with ITT, in which case all rights and obligations of Employer and Tenderers will thereafter be subject to such extended deadline.

#### 13.0 **Late Bids**

Submission of bids after the deadline prescribed by the Employer/Consultant in the SOT/NIT, will not be accepted in GEM platform.

#### **14.0      Modification and Withdrawal of Bids**

- 14.1      A bid can be edited any number of times and documents can be uploaded before the final submission of bid (i.e. before clicking on Sign & Encrypt). Once the bid has been submitted by clicking on Final Submission, no further editing of bid or uploading of documents is possible.
- 14.2      Even after final submission, A bid can be deleted or withdrawn prior to the closing time of the event. However, in case of withdrawal of bid, no fresh bid can be submitted. On the other hand, if a bidder wishes to modify his bid after final submission, he may do so by clicking the "Delete Bid" button and re-submit his bid.
- 14.3      A bid can be submitted up to the scheduled closing time of the event. After the closing time of event has passed, no bid will be accepted by the system. Hence, bidders are advised to make final submission of their bids well in advance.
- 14.4      No bid shall be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal of a bid during this interval may result in suspension of the firm/bidder for a period of two years for submission of bids for tenders/contracts with NMDC Limited.

#### **15.0      Opening of Bids - as detailed in NIT**

#### **16.0      Clarification of Bids**

During bid evaluation, the NMDC/Consultant may, at its discretion, ask the Tenderer for a clarification of its bid. The request for clarification and the response shall be in writing. While responding no change in the price or substance of the bid shall be sought, offered or permitted unless otherwise asked by NMDC/Consultant after completion of evaluation of bids.

#### **17.0      Preliminary Examination of Bids**

- 17.1      The Employer will examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or other criteria specified in the Bidding Documents will be rejected by the Employer and not included for further consideration.
- 17.2      Prior to the detailed evaluation, the Employer will determine whether each bid is of acceptable quality, is complete and is substantially responsive to the bidding documents. For purpose of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without deviations, objections, conditionality or reservations.
- 17.3      In particular, bids with deviations from, objections to or reservations about any one or more of following critical provisions that the Tenderer is not prepared to withdraw may be rejected by the Employer as being non-responsive;
- (i).      Bid Security (ITT Clause 8)
  - (ii).      Settlement of Disputes (GCC Clause 23 & 24)
  - (iii).      Terms of Payment (FOCA Article 7 & Appendix 3 to FOCA)

- (iv). Performance Bank Guarantee (ITT Clause 26)
- (v). Taxes and Duties (GCC Clause 10)
- (vi). Time for completion (GCC Clause 4)
- (vii). Defect Liability (GCC Clause 15)
- (viii). Limitation of Liability (GCC Clause 16)
- (ix). Force Majeure (GCC Clause 25)
- (x). Termination (GCC Clause 29).

#### 17.4 **Litigation History**

Void

#### 18.0 **Technical & Commercial Evaluation of Bid**

18.1 The Employer will carry out a detailed evaluation of the bids in order to determine whether the technical & commercial aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Employer will examine and compare the technical and commercial aspects of the bids on the basis of the information supplied by the Tenderers and other requirements in the Bidding Documents, taking into account the following factors:

- (a) Overall completeness and compliance with the Technical Specifications and drawings; the technical merits of alternatives offered and deviations from the Technical Specifications.
- (b) Acceptance of specified criteria given in Technical Specification (Volume-II).
- (c) Compliance with the time schedule.
- (d) Acceptance to rectify defects during Defect liability period
- (e) Any other relevant technical factors, if any, or that the Employer deems necessary or prudent to take into consideration.
- (f) Overall completeness and compliance with the commercial bid and any deviations to the commercial and Contractual provisions stipulated in the Bidding Documents.

18.2 Evaluation of tender will be done on overall price calculated by totaling the value of all the section/items arrived based on the item-wise rate quoted by the Tenderers and the corresponding quantity given in the tender schedule/price schedule.

#### 19.0 **Qualification**

To ascertain Tenderers capabilities as per NIT, the Tenderer may be asked to submit further clarification/ confirmation by Employer so as to ensure satisfactory performance of the Contract.

## **20.0 Clarification of Bids and Review of Tenderers' Proposed Deviations**

- 20.1 The NMDC/Consultant may conduct clarification meetings with each or any Tenderer to clarify any aspects of its bid that require explanation at this stage of the evaluation. During these meetings, the Employer may bring to the attention of the Tenderer any matters, technical or otherwise, where for whatever reason, it requires clarification / details about the bid, to be provided to the bid.

## **21.0 Invitation to submit updated bid: Void.**

## **21.1 Price bid opening shall be as given in the NIT**

## **21.2 Evaluation of Price Bids**

- 21.2.1 Arithmetic errors will be rectified on the following basis;

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, or between sub totals and the total price, the unit price or subtotal price (as the case may be) shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of errors, its bid will be rejected.

- 21.2.2 The following criteria will be used in the evaluation:

- (a) Total Quoted Price of Bidder shall include all applicable taxes, duties & levies including Goods and Service Tax at applicable rates prevailing 7 (seven) days before date of submission of Original Price Bids or Updated Price Bid, whichever is later. However, Goods and Service Tax rate and amount shall be indicated separately as per GST Act, rules and notifications made thereunder.
- (b) Price evaluation shall be done for the complete scope as per Technical Specification.
- (c) Bid containing rates quoted for unit of quantities other than as specified may render the bid liable for rejection.

## **21.3 Purchase Preference:**

The subject work is non-divisible in nature and the bids will be evaluated on lowest price basis. The class-I local supplier shall get purchase preference over class-II local supplier as well as non-local supplier as per the following procedure:

- 21.3.1 Among all qualified bids, the lowest bids will be termed as L1. If L1 is class-I local supplier, the contract will be awarded to L1.
- 21.3.2 If L1 is not class-I local supplier, the lowest bidder among the class-I local supplier will be invited to match the L1 price falling within the margin of purchase preference and the contract will be awarded to such class-I local supplier subject to matching the L1 price.
- 21.3.3 In case such lowest eligible class-I supplier fails to match the L1 price, the class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and the contract shall be awarded accordingly. In case none of the class-I local supplier within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder
- 21.3.4 Class-II local supplier will not get purchase preference.
- 21.3.5 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.
- 21.3.6 A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procuring entities.
- 21.3.7 **Margin of Purchase Preference:** the margin of purchase preference is twenty per cent (20%).

#### **21.4 Verification of local content:**

- a. The Class - I local supplier / Class-II local supplier at the time of tender bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for Class-I local supplier / Class-II local supplier, as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of 10 (ten) crores, the Class-I local supplier/ Class- II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or a practicing- chartered accountant (in respect of supplier other than companies) giving percentage of local content.

#### **21.5 Restrictions under Rule 144 (xi) of the General Financial Rules (GFRS), 2017:**

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 (Refer Annexure-17 to ITT).

The bidders shall furnish Certificate regarding compliance as per the format provided in Annexure-17 to ITT along with their bid.

#### **22.0 Award Criteria**

The Employer through **Letter of Award of Contract (LAC)** will award the Contract to the successful Tenderer, whose bid/updated bid has been determined to be substantially responsive and to be the lowest evaluated bid, provided that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

### **23.0      Employer's Right to accept Any Bid and to Reject Any or All Bids**

The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of grounds for the Employer's such action.

### **24.0      Notification of Award**

Notification of Award of Contract will be made in writing to the successful tenderer by the Employer within the validity period or extended period of validity of offer through a Letter of award of contract (LAC).

### **25.0      Signing of Contract Agreement**

- 25.1      Subsequent to Acceptance of the Letter of Award of Contract (LAC) by the contractor, the Employer shall dispatch within 15 days a copy of the draft Contract Agreement to the contractor. Within 15 days, the Contractor shall prepare the final contract documents in two (2) original copies and sign the Contract Agreement.
- 25.2      The Contractor shall furnish for signing of the Contract appropriate power of attorney and other requisite materials.
- 25.3      The Effective Date of Contract shall be the date of signing of Contract or 15 days from date of Letter of award of contract (LAC), whichever is earlier.
- 25.4      The Agreement will be signed in two (2) originals and the Contractor shall be provided with one signed original and the Owner will retain the second. All expenses for making agreements including cost of stamp papers shall be borne by the Contractor.
- 25.5      Subsequent to signing of the Contract, the Contractor at his own cost shall provide the owner with Ten (10) photo copies of Agreement and one soft copy in CD/Pen drive.

### **26.0      Initial Performance Bank Guarantee (Contract Performance Bank Guarantee):**

- 26.1      i. In case of tenders involving Defect Liability period, the successful tenderer whose tender has been accepted for award of work (herein after referred to as the contractor/consultant/expert agency or any other nomenclature as per contract), is required to deposit CPG for an amount equivalent to 5% of the value of the work as awarded. In addition to CPG, amount @ 5% of each running bill is to be withheld as Security Deposit retention money until final acceptance by the Employer and submission of all completed documentation (if any) as per the Contract. Accordingly, the payment terms shall be modified in Item-rate tenders. Moreover, Executing Department may invariably ensure that adequate contract balance is reserved under Final Bill of the work for adjustment/recovery of the total extent of LD stipulated in the contract, since the available amount under Performance Security and Security Deposit/Retention Money shall be exclusively utilized for addressing the unforeseen contingencies that may arise during Defect Liability period.

ii. In case of tenders not involving any Defect Liability Period, the successful tenderer whose tender has been accepted for award of work (herein after referred to as the contractor/consultant/expert agency or any other nomenclature as per contract), is required to deposit CPG for an amount equivalent to 5% of the value of the work as awarded. In addition to CPG,

amount @ 5% of each running bill is to be withheld as Security Deposit / retention money until final acceptance by the Employer and submission of all completed documentation (if any) as per the Contract. Accordingly, the payment terms shall be modified in Item-rate tenders. Failure of the successful Tenderer to comply with the above requirements of submission of Performance Guarantee shall constitute sufficient grounds for cancellation of the award of work and suspension of the firm for a period of two years for submission of bids for tenders/contracts with NMDC Limited.

- 26.2 Return of Performance Bank Guarantee: The Bank Guarantee shall be returned to the Contractor upon request after the expiry of the defects liability period in compliance with ITT Clause no. 26.4 and on submission of certification of Engineer as 'no pending issues'.

**27. Transfer of Bid Document**

Tenderer, who has **downloaded** the Bidding Documents, is not permitted to transfer the Bidding Documents to any other party for submitting bids on its behalf. Similarly, transfer of bids submitted by one Tenderer to another Tenderer is not permissible.

**28.0 Integrity Pact**

Void

**29.0 GENERAL**

**29.1 Disqualification of Bidder:**

Even if a Bidder meets all the Eligibility Criteria and all other technical and commercial requirements, he is liable to be disqualified, without prejudice to Employer's rights to take legal actions as per applicable law, if he has made untrue or false representations in the forms, statements, translations and enclosures submitted in proof of eligibility and qualification requirements, and/or made any misrepresentation of facts in order to influence the tendering process and its outcome.

- 29.2 There shall be no post tender negotiations. However, in exceptional cases negotiations with successful

bidder may be held by the Employer.

**30.0 Eligibility Criteria (PQC)**

Bidder should fulfil the Technical and Financial eligibility requirements as detailed below:

**30.1 Technical Eligibility Requirements -**

The Bidder should have completed/executed the following Works in its own name, during the last 7 Years as on date of opening of Bid excluding any extensions thereof (i.e. on or before 15.02.2025);

One similar work costing not less than **Rs. 12.00 Lakhs** (60% of estimated cost)

(OR)

Two similar works, each costing not less than **Rs. 7.00 Lakhs** (35% of estimated cost)

(OR)

Three similar works, each costing not less than **Rs. 5.00 Lakhs** (25% of estimated cost)

Similar work means carrying out successfully”

***“Experience in any work involving successfully completed the bucket repairing work of capacity 8 cum. or more than 8 cum.”***

**Note:**

- a) The above should be supported by relevant documentary evidence like copies of work order along with BOQ/ Contract Agreement along with BOQ and Completion certificate, issued by the Organization/ Client and they will form the basis for considering experience of work executed.
- b) In case work is executed for private parties, copy of relevant TDS certificate should also be submitted by the tenderer, as proof of payment.
- c) During evaluation of eligibility criteria, NMDC may ask the Bidders for clarification only related to shortfall information of the pre-existed works in the offer, submitted at the time of tender opening. No New credentials of work not re-existed in the offer, submitted at the time of tender opening, will be considered for evaluation of eligibility criteria.
- d) The tenderer not meeting the Eligibility requirements and not producing supportive documents shall be rejected.
- e) Bids shall be submitted by a sole bidder only. Bid from consortium/associate is not allowed.
- f) Employer reserves its right to verify the documents/information submitted or inspect the installation done. The tenderer shall provide necessary facilities for this purpose.
- g) For any work undertaken by bidder as sub-contractor in any project, bidder shall submit direct certification from the principal client to the sub-contractor or indirect certification from principal client to main contractor & main contractor to sub-contractor, in order to authenticate the process of transfer of credentials and the actual performance / completeness of the work.
- h) Eligibility Criteria are to be interpreted on common usage of terminologies and phrases in public procurement instead of legalistic and hair-splitting judgements and that NMDC’s decision in this regard would be final.

**30.2.1 Financial Requirement**

**30.2.2 Turn Over:**

**The average annual financial turnover of the bidder during the last three years should be at least **Rs. 6.00 Lakhs** (30% of the Estimated Value) of Works.**

**Notes**

- In case of Contracts awarded on annual contract basis such as annual maintenance contracts/ comprehensive maintenance contract/ Operations and Maintenance etc., the Turnover may be calculated on the annualized value/ annual contract value of such Works/Services.
- In case the tenders are having the bid closing date up to 30th September or any extended deadline as per related Government circular/guideline of the relevant Financial Year and audited financial results of the immediately preceding Financial Year are not available, the Bidder has an option to submit the audited financial results of the 3 years immediately prior to that. Wherever the closing date of the bid is after 30th September of the relevant Financial Year, Bidder has to compulsorily submit the audited financial results for the immediate 3 preceding financial years
- Gross turnover shall be considered for eligibility purpose
- Audited Annual Reports including Profit and Loss statements for the last three consecutive financial years shall be submitted by the bidder in support of their financial credentials.  
In case of non-availability of Audited Annual Reports for any genuine reasons, as an alternative, with reasoned proof, the bidder may submit Certified Annual Turnover for last three (3) consecutive



ive financial years from a statutory auditor / cost auditor, in support of their financial credentials , in lieu of the Annual Reports in the following cases:

- Where the value of tender is above ₹10 Crores
- Where the bidding entity is a company governed by Companies Act and registered with Registrar of Companies
- Where Statutory Audit is mandated for the bidding entity under any other act. Certification by Practicing Chartered Accountant / Cost Accountant for the cases where none of the above conditions are applicable, may be accepted.

In case of not submitting the above and average annual turnover of all the three years are not available. The turnovers of available years will be added and divided by 3 to arrive at average annual turnover for 3 years.

### **30.2.3 Net-worth**

The net-worth of the bidder should be positive in each of the three previous years as per the audited financial statements and Net-worth means the sum total of the paid-up share capital and free reserves.

Free reserves mean all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.

#### **Remarks:**

In case the tenders are having the bid closing date up to 30th September of the relevant financial year, and audited financial results of the immediately preceding financial year are not available, the bidder has an option to submit the audited financial results of the 3 years immediately prior to that. Wherever the closing date of the bid is after 30th sept. of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate 3 preceding financial years.

### **30.2.4 Working Capital:**

The working capital (current assets minus current liabilities) of the bidder (single entity) shall be at least three (3) times the monthly cash flow requirements. Working capital requirement will be calculated as per the formula:

Working capital = [Estimated Value of Work / duration in months] X 3.

**In this tender the working capital of the bidder should be Rs. 14,60,250/-.**

The working capital (current assets minus current liabilities) of the bidder (single entity) shall be at least three (3) times the monthly cash flow requirements.

#### **Notes: -**

- For calculating the working capital, current assets and current liabilities will be considered as classified in the audited balance sheet of the year immediately preceding the date of issue of tender.
- In case the tenders having the bid closing date up to 30th September of the relevant financial year, and audited financial results of the immediately preceding financial year are not available, in such case the audited financial results of the year immediately prior to that year will be considered as last financial year for Working capital calculation. Wherever the closing date of the bid is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediately preceding financial years.
- In case of bidder not having audited reports then bidder can submit certificate from Chartered

red accountant / statutory auditor / cost accountant for value of works less than Rs 10 Crores and from Statutory auditor / cost accountant for value of works above Rs 10 Crores certifying the working capital

### 30.2.5 No Default by the bidder:

The Bidder should not be in default to any banker/financial institution as per the audited annual report for the immediately preceding Financial Year. The Bidder shall submit the audited annual report for the immediately preceding Financial Year. However, the firms who do not have audited Annual Report, certificate in this regard shall be obtained from Statutory Auditor/ Cost Auditor and copy of the same shall be submitted.

#### Note:

1. Annual financial turnover of entities participating in the tender on their own strength only shall be considered and not their related entities like holding company, parent company, subsidiaries or group companies etc. i.e., bidder shall be independent legal entity and shall have its own independent financial accounting systems as per laws of the country.
2. The bidder's financial evaluation vis-à-vis the requirement as stipulated above shall be done on the basis of duly printed Annual Report for the immediately preceding three (3) years submitted by the bidder along with the bid. Further, standalone Audited Annual Financial Statement of the bidder shall be forming part of the Annual Report.

**In case, if the bidder has not submitted the above Annual Report along with the bid, then a certificate from CEO / CFO shall be submitted along with bid mentioning that the requirement of Annual Report as per governing law of country is not mandatory.** In such cases, copies of Audited Printed Annual Financial Statement, (Balance Sheet, Profit & Loss Statement, cash flow statement, Auditor's Report thereon including all relevant Schedules / annexure, etc.) for the immediately preceding three (3) years be submitted by the bidder along with the bid.

In case current assets and / or current liabilities are not classified separately in audited Balance Sheet, a certificate from statutory Auditor carrying out the Statutory Audit, for current assets and / or current liabilities, as the case may be, clearly defining the items considered for the same, should be enclosed. However, trade payables shall be a part of current liabilities.

Wherever, the annual report / copies of Audited Printed Annual financial statement are in language other than in English, then copy of duly translated & printed in English language and certified by approved recognized English translator shall be submitted with the bid.

31.0 This Notice Inviting Tender will form integrate part of the tender document.

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.

5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. 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.

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 within 4 days of bid publication on GeM. 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 are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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./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 कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**