

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	21-02-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	21-02-2026 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Steel
विभाग का नाम/Department Name	Nmdc Limited
संगठन का नाम/Organisation Name	Nmdc Limited
कार्यालय का नाम/Office Name	Donimalai Complex
कुल मात्रा/Total Quantity	4
वस्तु श्रेणी /Item Category	1600015897- CENTRALIZED LUBRICATION SYSTEM
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Centralized Lubrication System
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Single Point Lubrication System, Reverse Osmosis based Water Treatment System above 50 LPH Capacity (V2), Control Lubrication Systems, Lubricants for machinery - Greases pastes and Solids, sonicator System, Urodynamic System, Uroflowmetry System, Cholangioscopy System, Revolving Chair (V5), Student Response System
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • Single Point Lubrication System
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7

बिड विवरण/Bid Details	
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	38000

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

लाभार्थी /Beneficiary :

DGM (Mat) -HOD
Donimalai Complex, NMDC Limited, Donimalai
(W Vinod)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are

excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

1600015897- CENTRALIZED LUBRICATION SYSTEM (4 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Raturaj Shivaji Nale	583118,NMDC Limited, Donimalai Complex, Donimalai, Karnataka	4	150

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

1. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

2. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

3. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS

THE TENDERER ARE KINDLY REQUESTED TO MAKE NOTE OF THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS BEFORE SUBMITTING BID/OFFER IN GEM PORTAL:

1. PRICE BASIS:

Quoted price should be firm & fixed for the entire supply/delivery period inclusive of Packing & Forwarding, Freight & Insurance charges and GST as applicable as per GEM Price Format on FOR Destination basis to be unloaded at Hilltop Stores, Donimalai, Bellary District, Karnataka.

2. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods.

Submit the drawings with detailed specifications and layout for approval before supply and erection

3. EARNEST MONEY DEPOSIT (EMD):

Bidders must submit EMD an amount of Rs.38,000/- through SB Collect / BG as described below. Without EMD, the tender will be summarily rejected.

A) Bidders are required to submit EMD/BG in favour of NMDC Limited, from any Nationalized Indian Bank /Scheduled Commercial Bank (except cooperative and Gramin Bank) including a foreign bank having a branch in India in the form of Bank Guarantee valid for 6 months + 3 months claim expiry period in a prescribed format (Format enclosed). Soft copy of Bank Guarantee needs to be uploaded along with tender which will be verified at the time of tender opening. Original BG copy needs to be sent by Post/Courier immediately to DGM(Materials), NMDC Ltd., Donimalai - 583118, Ballari, Karnataka & it needs to be received within 15 days from the date of tender opening. NMDC Ltd will not be responsible for any delayed receipt of EMD caused by postal authorities/courier services and loss in transit.

a) Bidders shall do bank transfer through SB Collect

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

1. Visit www.onlinesbi.sbi and Click on SB Collect from Main Menu.
2. Select/ Click Category - [PSU-Public Sector Undertaking](#) and after filtering by Karnataka State (Select Filter By State - Karnataka) à Click N.M.D.C. LTD., (Search PSU - N.M.D.C. LTD.,)
3. Select the Category of Payment Category - EMD
4. Fill out all the details
5. Select the payment method in the given List (Net banking, Credit Card or UPI mode etc.) and complete the payment process.
6. Receipt voucher will be generated which is to be uploaded in the GeM bid without fail.

However, Our bank details as follows:

Name: NMDC Ltd	Name: NMDC Ltd
Account No: 54050380070	Account No: 1079201000001
State Bank of India, Donimalai Township	Canara Bank, Donimalai Township
IFSC : SBIN0040184	IFSC : CNRB0001079

B) MSE units are required to submit the valid documentary evidence as per provisions of the government policy to claim EMD exemption. **Traders / Dealers are not eligible for any MSE benefits. Only Manufacturer of the quoted product will be eligible for MSE benefit.**

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

Refund of EMD: EMD should be refunded / returned to the unsuccessful Bidders within 30 days after placement of the order / tender is cancelled. For successful Bidders, EMD will be returned after satisfactory execution of order. However, in case of two packet or two stage bidding, EMD of unsuccessful bidders will be returned within 30 days after declaration of result of first stage i.e. techno-commercial bids evaluation.

Bidder shall be responsible for the correctness and completeness of the BG / Online Payment submitted towards EMD. NMDC is not responsible for any delay or failure of payments. In case the EMD submitted is not as per the value specified in the tender, the same shall be summarily rejected. EMD exemptions as per GeM shall be considered.

Bidder is required to submit EMD, along with their offer for consideration of their bid, unless & otherwise exemption has been permitted in the ATC & GeM GTC. The tenders received without EMD shall be summarily rejected.

4. Pre-Qualification Criteria (PQC):

The prospective Bidder (which term shall mean and include the manufacturer and/ or its agent(s,) viz. Authorized Distributor/Dealer/Channel partner/ Marketing/ Trading houses or by whatever other name is known) must have supplied and commissioned, jointly or severally as the case may be at least **02 nos.**, of similar **CLS System** internationally (i.e. anywhere in India / outside India) or in India during the last 10 years ending last day of the month previous to the one in which tenders are invited. At least **01 no.** of such **CLS System** must be working satisfactorily in India or Internationally (i.e. anywhere in India / outside India) for a minimum period of **one year** during the period from the date of commissioning to the day ending last day of the month previous to the one in which tenders are invited. Documentary evidence to the above should be enclosed.

List of Required documents for PQC Evaluation:

- 1) Copy of purchase order/ work order/ contract/ agreement
- 2) Copy of commissioning report indicating the same purchase order/ work order/ contract / agreement reference as per s.no:1 above.
- 3) Copy of performance report indicating the same purchase order/ work order/ contract/ agreement as per s.no:1 above.
- 4) Copy of Manufacturer Authorization Letter.

CLS System means "CLS installed in mobile Equipment like HEMM Eqp./

material handling Eqp./ plant & machinery having pump capacity min 200bar or higher capacity as per technical specification”.

In case bidders who are not in a position to submit the past supply order copies, invoices, satisfactory performance report etc., due to confidentiality law of particular country, a copy of such laws should be enclosed along with the offer for claiming exemption for submitting the above documents and in such cases the bidder should enclose a customer list for the type of items and model of equipment offered duly in signed and stamped by the Original Equipment Manufacturer and duly notarized through their Indian counter Part / Agencies, clearly indicating the customer Name & Address, Contact number and date, Date of supply, erection & commissioning, guaranteed annual availability, if any, as per the performance guarantee clause of the supply order / purchase order and actual achieved annual availability for minimum period of 1 year for each equipment supplied.

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

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

INTERNAL PERFORMANCE IN PQC: NMDC reserves the right to verify the internal performance of the earlier supplied similar/ higher capacity equipment, 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.

5. Clarification of Bids/ Shortfall Documents:

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

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

6. SITE VISIT: Site visit is compulsory and without site visit your offer shall be summarily rejected.

The firms have to visit the site before participating in tender for access the work as per site condition.

The tenderers shall visit the site and acquaint themselves of the prevailing local conditions before submitting their bid. Tenderers have to enclose a certificate issued by the authorized officer of NMDC at site for having visited the site or else the offer shall be summarily rejected.

For visiting the site, the Bidder shall contact the following officer or his representative:

Contact Person:

Name : Bhupendra Onkar

Designation: Senior Manager (OCSL Mechanical Plant)

Mobile No: 7259766350

DIOM NMDC Limited,

Donimalai Complex,

P.O. Donimalai Township,

Dist Ballari, Karnataka 583118

Note: Sunday is scheduled weekly off day.

7. OFFER VALIDITY: The submitted offer should be initially kept valid as per GeM Bid and to be extended for further period if required.

8. DELIVERY PERIOD:

The indented item is required urgently at our Project. You are requested to quote the shortest delivery period in your offer. In case delivery period is not mentioned by the bidder, the delivery period mentioned in GEM Bid will be applicable.

9. PAYMENT TERMS:

i) "NO" advance payment is acceptable.

ii) 100% amount along with full taxes and duties is payable against supply, installation & commissioning and trial run of equipment at site supported by PBG for 10% value the contract and certified by the EIC. Erection & Commissioning and trial run is to be completed within 6 months of receipt of equipment at site & submission of the following documents & upload the documents in VIM portal for payment release.

1. Invoice

2. Warranty certificate

3. PBG

4. Test Certificate

5. Installation & Commissioning report

Vendor Invoice Management Portal (vim.nmdc.co.in/velocious-portal-app) is launched by NMDC in order to facilitate payment processing for vendors. Successful bidder has to mandatorily upload digitally signed invoice along with soft copies of all requested documents (Digitally signed invoice / Scanned Invoice Copy, Lorry Receipt, Warranty Certificate, Test Certificate, Performance Bank Guarantee etc.) in the VIM portal to claim payment as per payment terms after dispatch of items. In order to obtain login credentials, supplier need to send us request mail after receipt of order to get vendor registration link via registered mail ID. In case of scanned invoice copy is uploaded, original invoice needs to be submitted for payment.

As per GeM guidelines. However, Bank Account details are to be provided along with the original Tax Invoice so that payment can be released through e-payment mode. The supplier and buyer should bear their respective Bank charges, if any.

Paying Officer: Dy. General Manager (Finance), NMDC Ltd., Donimalai - 583118, Ballari, Karnataka.

10. Bank Charges: The supplier and buyer should bear their respective Bank charges, if any.

11. TECHNICAL DATA SHEET:

The tenderer shall provide technical data sheet with complete technical specific

ations offered by them and also clearly indicate quoted/regret items duly sign and seal for accessing technical suitability.

12. GUARANTEE/WARRANTY:

Warranty period of the supplied products shall be 2 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any breakdown during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Detail of Service Centre near consignee destinations are to be uploaded along with the bid.

13. PRE-DISPATCH-INSPECTION:

(a) Initial inspection shall be carried out before dispatch at consignee's discretion. Inspection schedule shall be drawn well in advance and the supplier shall give at least 15 days clear advance notice for the consignee to carry out the pre-dispatch inspection. In case if inspection is not carried out within 15 days' notice, the supplier will be informed suitably. Hence the automatic waives of pre-dispatch inspections are not allowed.

(b) Final inspection of the equipment will be carried out at project site after receipt of the equipment (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. The corporation reserves the right to levy ground rent in such cases, even the materials will be disposed off without making any back references.

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 within 60 days, no liability in respect of loss, damage, deterioration etc. shall lie with the Corporation / Company.

14. LD/ LIQUIDATED DAMAGES :

- a) In the event of placement of an order, should the supplier fail to deliver the stores in full or part thereof within the delivery date including extended time if any, NMDC shall reserve the right to levy Liquidated Damages on the supplier at 0.5% of the basic order value (excluding GST) of the undelivered stores for each w

week or part thereof of delay but not exceeding 5% of the basic order value (excluding GST) of such materials.

- b)** The payment of liquidated damages shall not in any way relieve the Supplier from any of its obligations to complete the PO or from any other obligations and liabilities of the Supplier under the Purchase Order.
- c)** Liquidated Damages shall be levied against suppliers / contractors in case of delay in supply of materials beyond the date of delivery specified in Purchase Order. If the delay in completion of supply is attributable to NMDC or force majeure condition only, liquidated damages will not be levied.
- d)** For the portion of delay attributable to NMDC or Force Majeure, Liquidated damages (LD) are not applicable.
- e)** For the portion of delay attributable to supplier, Liquidated damages will be applicable. Increase / fresh imposition of taxes and duties during the extended period will be to the account of the party. However, NMDC shall allow the same to the extent for which Input Tax Credit (ITC) can be availed by NMDC against these levies. Any decrease in taxes and duties during the extended period will be availed by NMDC.

15. PRICE PURCHASE PREFERENCE TO MAKE IN INDIA:

As the tendered quantity is divisible in nature, hence, "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 fill the format as applicable (as per enclosed Annexure attached), duly sealed and signed by authorized person in Part B.

IN ABSENCE OF SELF-CERTIFICATE BY THE BIDDERS REGARDING LOCAL CONTENT DECLARATION THE OFFER WILL BE LIABLE FOR REJECTION.

16. Price/ purchase preference as per guidelines issued by Government of India is applicable subject to satisfying the provisions in the guidelines. For Micro Small Enterprises (MSE) & Make in India (MII) purchase preference, bidder shall apply in GEM portal for Purchase Preference and submit relevant latest document as per requirement. In case they did not apply MSE / MII benefit in GeM portal (or) not submitted valid documents after applying MSE/MII preference, they will not be eligible for MSE/ MII purchase preference.

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

18. 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:

- a) Suspension of Tenderer for a period of two years for submission of bids for tenders/contracts with NMDC Limited.
- b) Lodging complaint with NSIC/DGS&D/any other concerned Government departments
- c) Removal of supplier's name from the company's approved list of suppliers

- d) Forfeiture of submitted EMD.
- e) Any other action as per GeM Portal guidelines shall also be applicable.

19. RISK PURCHASE:

If the successful bidder fails to adhere to quality norms, delivery schedule and other terms & conditions contained in the Purchase Order, NMDC Ltd. shall have the liberty to procure the ordered items from any alternate source at the successful bidder's risk and cost and successful bidder is liable to make good the loss incurred by NMDC Ltd.

20. SATUTORY DEDUCTION: Statutory Deduction / TDS as per the prevailing Govt . Guidelines will be deducted from your bill.

21. E-WAY BILL: E-way bill/Transit pass/Road permit, if required for material bought into the Project will be arranged by you at your cost.

22. FORCE MAJEURE CLAUSE:

If at any time during the continuance of the purchase order (P.O.), the performance in whole or in part by either party or any obligation under this purchase order (P.O.) is prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods explosions, epidemics, quarantine restrictions or other acts of god, provided notice of the occurrence if any such event is given by either party to the other within twenty one (21) days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this purchase order (P.O.), 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.

23. BANNING OF BUSINESS DEALINGS:

NMDC has introduced "NMDC Policy on Banning of Business Dealings with Agencies", which covers both suspension and banning of business dealings with the Agency that commits fraud and /Or transgression in the dealings of NMDC. The policy is on the NMDC website, www.nmdc.co.in.

The grounds for banning of business dealings and the banning period as per the policy are reproduced below:

1. Security considerations, including questions of loyalty of the agency to the State.
2. Conviction of the Director / Owner / Proprietor / Partner of the agency a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other Public Sector Enterprises or NMDC during the last five years.
3. Evidence / strong justification for believing that the Director / Owner / Proprietor / Partner of the agency has / have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation in tenders, etc.

4. The agency's continuous refusal to return / refund the dues to NMDC without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law.
5. The agency employs an employee who was dismissed / removed by NMDC for an offence involving corruption or abetment of such an offence.
6. The banning of business dealings with the agency by the Government or any other Public Sector or Enterprise.
7. The agency resorted to corrupt or fraudulent practices that may include misrepresentation of facts and / or fudging / forging / tampering of documents.
8. The agency used intimidation / threatening or brings undue outside pressure on NMDC / its officials in relation to a business dealing.
9. The agency resorts to repeated and / or deliberate use of delay tactics in complying with contractual stipulations.
10. Willful act of the agency to supply sub-standard material irrespective of whether pre-despatch inspection was carried out by NMDC or not.
11. The findings of CBI / Police about the agency's involvement in fraud and / or transgressions in relation to the business dealings with NMDC.
12. Established litigant nature of the agency to derive undue benefit.
13. Continued poor performance of the agency in at least three preceding contracts with NMDC.
14. The agency misuses the premises or facilities of NMDC and / or forcefully occupies, tampers or damages NMDC's properties including land, water resources, forests / trees, etc.
15. False allegation on NMDC officials by the agency if found proved by the investigating Department including Independent External Monitor.
16. For the sake of clarity, the grounds on which banning of business dealings can be considered are given above. These are only illustrative, not exhaustive. The Competent Authority may decide to ban the Business dealings with an agency for any good and sufficient reason.

Banning Period: The banning period may range from six months to three years depending on the gravity of the case as decided by the Competent Authority. While deciding the banning period, the suspension period, if any, shall also be taken into account.

24. CLAIM OF CORPORATION: The Corporation reserve the right to adjust payment due to seller under this contract against any claim of the Corporation in respect of orders placed on them by the corporation.

25. BORDER SHARING:

The Govt. of India's OM No: F.No.:6/18/2019-PPD, Dt. 23.07.2020 regarding restrictions under Rule 144 (xi) of the GFR 2017 and subsequent amendments/orders, if any shall be applicable to this tender. Bidders are required to adhere to the same and submit certificate of compliance duly sign and seal along with the offer (as per Annexure attached).

26. TRENDS:

NMDC has registered with M/s. RXIL and M/s. Invoicemart TReDS platforms (.) All MSE vendors need to register themselves on any one of TReDS platforms for availing the facility of bill discounting on TReDS portal.

Contact Details:

1. M/s. RXIL, Mr. Rasesh S Mehta, M: 99667 10003, rasesh.mehta@xril.in
2. M/s. Invoicemart, Smt. Gouri Manwani, M: 87909 62967, gouri.manwani@invoicemart.com

27. ISSUE OF E-INVOICES:

It is mandatory to issue E-invoice whenever the turnover of your company exceeds rupees five crores. Hence you are requested to submit E-invoice when turnover exceeds five crores. In case, e-Invoice is not applicable, then please submit turnover certificate without fail.

28. LIMITATION OF LIABILITIES:

Except in cases criminal negligence of willful non-performance or willful default,

- a) The Supplier shall not be liable to the NMDC, whether in Purchase Order, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs and
- b) The aggregate liability of the Supplier to the NMDC, whether under the Purchase Order, in tort or otherwise including the cost of repairing or replacing defective equipment, shall not exceed the 100% (Hundred Percent) of the Purchase Order price plus escalation if applicable as per Purchase Order, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the NMDC with respect to copyright, patent infringement, workman compensation and statutory liabilities in general that the NMDC may be required to additionally bear due to default of the Supplier.
- c) The aggregate liability of the NMDC to the Supplier, whether under the Purchase Order, in tort or otherwise, at any point of time during the execution, performance of the Purchase Order, shall not exceed the total Purchase Order Price less payments already released to the Supplier. In any event, the liability of the NMDC to the Supplier shall not exceed 100% of the Purchase Order Price plus escalations.
- d) However, any amount recoverable from the supplier under Risk & Cost shall not be restricted by the provision for Limitation of Liability.

29. COMPLIANCE TO SA8000:

Our Company is certified under SA8000 and as such you are required to confirm your company should comply as per the standards in Annexure attached.

30. COMPLIANCE TO ENVIRONMENTAL LAWS:

Bidders shall comply with all Environmental Laws & Contractual Commitments related to Environmental aspects.

31. MAKE/MANUFACTURES:

All the tenderers should clearly indicate the name of the manufactures (MAKE) with full specifications. If quoted item is manufacturing by them should be clearly mentioned in the offer.

All the tenderers should clearly indicate the name of the manufacturer(s) of the item(s) with full specifications. The tenderer should confirm that the materials offered confirm strictly to specifications. Any deviations/alterations to be clearly stated. Detailed specifications, catalogues/literature etc should be sent with the quotation invariably. In case of change in part nos., the tenderer should indicate in the offer invariably the new as well as superseded part nos. and shall certify that the new part nos. offered will be suitable for the machine/equipment for which the spares have been offered

32. Deviation: Any deviations on technical and commercial points are required to be brought out clearly in the separate sheet.

33. SECURITY DEPOSIT (SD):

Successful bidder(s) should deposit security deposit to NMDC Ltd @ 5 % of the Contract value within 30 days of PO towards satisfactory execution of the contract from any Nationalized Indian Bank/ Scheduled Commercial Bank (except cooperative and Gramin Bank) including a foreign bank having a branch in India in either of the following modes:

a) Demand Draft (DD) / Bank Guarantee as per NMDC format attached in Annexure- VII for delivery period + 3 months claim period.

b) Bank transfer through NEFT / RTGS to NMDC bank account details as follows:

Name: NMDC Ltd	Name: NMDC Ltd
Account No: 54050380070	Account No: 1079201000001
State Bank of India, Donimalai Township	Canara Bank, Donimalai Township
IFSC : SBIN0040184	IFSC : CNRB0001079

The proof of such transfer / transaction like UTR number copy etc. needs to be submitted to NMDC within 30 days of Order placement. In case the materials are supplied as per PO quantity and received within 30 days of PO, the security deposit shall be exempted.

In case the bidder does not agree to submit Security Deposit as stipulated in the tender conditions, their offer shall be rejected.

In the event of placement of an order, should the supplier fail to submit the Security Deposit within 30 days of PO, a penal interest at 12% per annum of the SD amount shall be charged beyond 30 days i.e. from the 31st day of effective date of contract.

The Security Deposit Bank Guarantee / amount will be returned by MM Department once the supply is made and accepted and PBG is submitted.

Liquidated Damages claimed by NMDC, if any, against discrepancy in supply or completion of job/ work (delay in supply / supply of deficient materials / failure to supply/ failure to complete job/ work etc.) will be adjusted against Security Deposit wherever the supplier is responsible for discrepancy in supply and Force Majeure is not involved.

SD may also be submitted through SB collect mode.

34. PERFORMANCE BANK GUARANTEE (PBG):

PBG @ 10% of supply value shall be submitted by successful bidder of order placement with validity for warranty period plus three months claim period in favour of NMDC Limited (As per NMDC Format attached in Annexure), from any Nationalized Indian Bank/Scheduled commercial bank (except Co-operative and Gram in Bank) including a foreign bank having a branch in India in the form of Bank Guarantee valid for warranty period + 3 months claim period.

In the event of placement of an order, should the supplier fail to submit the PBG within 30 days of dispatch of materials, a penal interest at 12% per annum of the PBG amount shall be charged beyond 30 days i.e. from the 31st day of effective date of dispatch of materials.

PBG shall be returned to the supplier only after the completion of warranty period plus 3 months grace period upon confirmation of satisfactory performance of the contract. The PBG will be forfeited and credited to the NMDC's account in the event of a breach of contract by the contractor.

Bank Guarantees, either received in physical form or electronic form, will be verified for its genuineness/ correctness from the respective banks before acceptance of the same.

The PBG will be forfeited and credited to the NMDC's account in the event of a breach of contract by the contractor.

Bank Guarantees, either received in physical form or electronic form, will be verified for its genuineness/ correctness from the respective banks before acceptance of the same.

35. Authorization Certificate: Authorization from OEM is required for participation by dealers/service providers/ channel partner etc.

36. Drawing Approval: Successful bidders shall submit circuit/ line/ layout diagram with detailed specification of major components for approval within 30 days of placement of order.

The delivery period shall start from the date of receipt of drawing approval.

37. Test Certificate: Successful bidders shall submit Test certificate for supplied items issued from Govt. authorized NABL accredited Lab along with the dispatch documents on free of cost basis.

38. INSTALLATION & COMMISSIONING: Installation, Erection & commissioning wi

It be your responsibility. The same should be completed within 06 months from the date of receipt of material at our project site.

39. COMMISSIONING SPARES & CONSUMABLE: No separate commissioning spares will be ordered. All spares required for commissioning of the equipment for its satisfactory operation will be provided by you.

40. RESERVATION OF RIGHTS TO REJECT / ACCEPT OFFERS: The Corporation reserves the right to reject or accept any offer/bid in part or full without assigning any reasons, or place order for part or full quantity. The Corporation also reserves the right to cancel the Purchase Enquiry/BID without any discussions / correspondence with the tenderer.

41. TERMINATION/SHORT-CLOSURE OF PURCHASE ORDER: The Corporation also reserves the right to terminate/short-close the Purchase Order at any time on giving 30 (Thirty) days written notice to the SELLER and in the event of such termination the PURCHASER shall not be liable to pay any cost or damage to the SELLER except for payment for the goods, already delivered as per the Purchase Order upto the date of termination.

42. SETTLEMENT OF DISPUTES:

A. APPLICABLE LAW:

This Agreement shall be construed and governed in accordance with the Indian substantive Laws.

B. AMICABLE SETTLEMENT:

- 6.23.2.1 If any dispute arises between the NMDC and Supplier as specified in Purchase Order, the parties shall seek to resolve any such dispute or difference by mutual consultation/ amicable settlement process. The Supplier shall notify the NMDC of its intent to initiate an amicable settlement process within a period of 30 days from the date of notification of NMDC's/ Engineer's estimate of Supplier's claim.

For Purchase Orders where Integrity Pact is applicable and in case both the parties are agreeable, dispute may be tried to settle through mediation before the panel of IEMs in a time bound manner i.e. not more than five sittings.

The prevailing sitting fee of IEM as per Company rules shall be shared equally by the parties and expenses on travel and stay arrangements of IEMs, which shall be equal to that of Independent Board Member of NMDC, shall be shared equally.

- If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute may be settled through Conciliation / Arbitration / other remedies available under the applicable laws.

C. CONCILIATION

- If the parties fail to settle the disputes through amicable settlement process, the parties shall take recourse to the conciliation proceedings for resolving such dispute, question, claim or differences.

- II. A party ("claimant") shall notify the other party ("respondent") in writing about such a dispute it wishes to refer for Conciliation within a period of 30 days from the date of closing of Amicable Settlement process or 90 days from date of notification of NMDC's/ Engineer's estimate of Supplier's claim. Such Invitation for Conciliation shall contain sufficient information as to the dispute to enable the other party to be fully informed as to the nature of the dispute, amount of the monetary claim, if any, and apparent cause of action.
- III. The conciliation process shall be initiated by appointment of a Sole Conciliator or Conciliatory Committee. The Conciliatory Committee shall comprise of either Sole Conciliator or Conciliatory Committee comprising of three members, one member from each category i.e., Technical, Commercial and Legal. Conciliatory Committee shall be formed from the panel of experts maintained by NMDC. CMD, NMDC shall suggest three names to the Supplier to constitute the Conciliatory Committee within 30 days of receipt of notice for conciliation. The Supplier shall submit the consent for Conciliatory Committee within 14 days of receipt of recommendation from NMDC.
- IV. The selection of Sole Conciliator or the Conciliatory Committee shall be decided based on the claim amount and guidance on the same is provided below. Number of conciliators depending on the claim amount is detailed in the table below:

Claim Amount (excluding Interest)	Number of Conciliator/s
UptoRs. 2 crores	Sole Conciliator to be appointed
Above Rs. 2 crores up to Rs. 250 Crores	Conciliatory Committee to be appointed

- V. The above committee shall conduct the conciliation proceedings in accordance with the provisions of Arbitration and Conciliation Act 1996 and its amendment thereof. The venue of the conciliation shall be at Hyderabad.
- VI. In the case of any vacancy the CMD, NMDC shall suggest name(s) for substitution on the Conciliatory Committee. The Supplier shall submit the consent within 14 days. Failure of Supplier's consent within 14 days shall be considered as deemed acceptance of the suggested member(s) by the Supplier.
- VII. Upon constitution of the Conciliatory Committee, Law Department of NMDC will issue the appointment letters to Conciliatory Committee members and inform same to the parties concerned.
- VIII. The Conciliatory Committee members shall give a declaration of independence and impartiality (in the format at Annexure- I) to both the parties before the commencement of the Conciliatory Committee proceedings.
- IX. Conciliator's Fee (As per SCOPE Forum for Conciliation & Arbitration - SFCA): Each Conciliator's fee will be fixed with regard to the amount in dispute including determined interest in each case to be shared equally by the parties as under;

Up to Rs. 5 Lakhs	Rs.30,000/-
From Rs.5 Lakhs one to Rs. 25 Lakhs	Rs. 30,000/- + Rs.2000/- per lakh or part thereof subject to a ceiling of Rs. 70,000/-
From Rs.25 Lakhs one to Rs. 1 Crore	Rs. 70,000/- + Rs.2000/- per lakh or part thereof subject to a ceiling of Rs. 2,22,000/-

From Rs. 1 Crore one to Rs. 5 Crore	Rs. 2,20,000/- + Rs.30,000/- per Crore or part thereof subject to a ceiling of Rs. 3,40,000/-
From Rs. 5 Crore one to Rs. 10 Crore	Rs. 3,40,000/- + Rs.25,000/- per Crore or part thereof subject to a ceiling of Rs. 4,65,000/-
From Rs. 10 Crore one to Rs. 50 Crore	Rs. 4,65,000/- + Rs.20,000/- per Crore or part thereof subject to a ceiling of Rs. 12,65,000/-
Over Rs. 50 Crore	Rs. 12,65,000/- + Rs.10,000/- per Crore or part thereof subject to a ceiling of Rs. 25 lakh

In addition to the above, each Conciliator will be entitled to receive fee for study of the pleadings, case material, writing of the award etc. With regard to the amount in dispute in each case to be shared equally by the parties as under:

Up to Rs. 5 Lakhs	Rs.10,000/-
From Rs.5 Lakhs one to Rs. 25 Lakhs	Rs. 20,000/-
From Rs.25 Lakhs one to Rs. 1 Crore	Rs. 30,000/-
From Rs. 1 Crore one to Rs. 5 Crore	Rs. 40,000/-
From Rs. 5 Crore one to Rs. 10 Crore	Rs. 50,000/-
From Rs. 10 Crore one to Rs. 50 Crore	Rs. 60,000/-
Over Rs. 50 Crore	Rs. 70,000/-

Note 1: In the event where the dispute does not involve monetary claim or disputed amount has not been quantified / indicated Conciliator's fee will be consolidated Rs 1.00 Lakh inclusive of fee for study of the pleadings, case material and writing of the award etc.

Note 2: In the event where the dispute does not involve monetary claim or disp

uted amount has not been quantified / indicated, administrative fee will be Rs. 6 5,000/-

Note 3: In the event, the Conciliation Committee is of a sole Conciliator in place of three or more Conciliators, he shall be entitled to receive an additional amount of 25% on the fee payable as per the table set out above.

- X. Upon acceptance of the invitation to conciliate, the respondent shall submit its counter claim, if any, within a period as specified by the Conciliatory Committee.
- XI. The parties may consider filing their claims and counterclaims with details as mentioned below. However more details may be requested during the Conciliation process by either party or by Conciliatory Committee which needs to be complied with promptly:
- a) Chronology of the dispute
 - b) Brief of the Purchase Order
 - c) Brief history of the dispute
 - d) Issues
 - e) Details of Claim(s)/Counter Claim(s) supported by documents and other evidence deemed appropriate
 - f) Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of Purchase Order
 - g) At any stage of the conciliation proceedings the conciliator or Conciliatory Committee may request a party to submit to him such additional information as he deems appropriate.
- XII. Conciliatory Committee will commence its meetings only after completion of the pleadings.
- XIII. The parties shall be represented by their in-house employees/executives. Ex-officers of NMDC who have handled the dispute matter in any capacity are not allowed to attend and present the case before Conciliatory Committee on behalf of Supplier. However, ex-employees of parties may represent their respective organizations.
- XIV. Solicitation or any attempt to bring influence of any kind on either Conciliatory
- XV. Committee Members or NMDC is completely prohibited in conciliation proceedings and NMDC reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Supplier or its representatives.
- XVI. Conciliator or Conciliatory Committee as the case may be, shall do detailed analysis of claims based on the pleadings and contentions of the parties, and make a proposal for settlement to both the parties with possible terms of settlement. Both the parties shall submit their respective consent or objections to the Conciliator or the Conciliatory Committee within the time limit prescribed by the Conciliator or Conciliatory Committee. Considering the response of the parties, the Conciliator or Conciliatory Committee shall attempt to bring about Conciliation between the Parties. Thereafter, the Conciliator or Conciliatory Committee based on the outcome of such an attempt make its final report of Conciliation or failure as accepted by the parties and submit it to CMD, NMDC. Both parties may give effect to the Conciliation Report at the earliest.
- XVII. 6.23.3.16 Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of Conciliatory Committee recommendations and 30 days thereafter in any further proceeding.
- XVIII. Either party shall refer any dispute for Arbitration or judicial proceedings if the conciliation process has failed.
- XIX. Confidentiality: The Conciliator or Conciliatory Committee and the parties must keep confidential of all matters relating to the conciliation proceedings. Confidentiality extends also to the settlement agreement, exc

apt where its disclosure is necessary for purposes of its implementation and enforcement

D. ARBITRATION:

- I. All disputes or differences which may arise between the NMDC and Supplier in connection with this Purchase Order (other than those in respect of which the decision of any person is expressed in the Purchase Order to be final and binding) and Excepted Matters, shall, after written notice by either party ("claimant") within sixty (60) days of failure of conciliation to the other ("respondent") and to the Chairman cum managing Director of the NMDC Ltd. (who will be the appointing authority), be referred for adjudication to the sole or three (3) Arbitrator(s) to be appointed as hereinafter provided. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
- II. A person of any nationality may be an arbitrator, unless otherwise agreed by the parties. Appointment of sole arbitrator or 3 arbitrators shall depend on the claim value as defined below:

Claim Amount (excluding Interest)	Number of Arbitrator/s
Claim Amount - upto 25% of Purchase Order value (Above claim amount shall be within the limits of Rs. 50 Lakhs and up to Rs. 5 crores)	Sole Arbitrator to be appointed
Claim Amount - up to 25% of Purchase Order value (Above claim amount shall be within the limits of Rs. 5 crores and up to Rs. 100 crores)	3 Arbitrators to be appointed

Refer clause No. 6.23.4.7 for claim amount exceeds the above referred percentage of 25% of Purchase Order value or maximum value of total claim value of Rs.100 crores.

III. Appointment of Sole Arbitrator :

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 the work, to the Supplier who will select any one of the persons named to be appointed as a sole Arbitrator and intimate its selection within 30 days of receipt of names. If the appointing authority fails to send to the Supplier the panel of three names, as aforesaid, within the period specified, the Supplier 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 accordingly, the Supplier shall be entitled to invoke the provisions of the Indian Arbitration and Conciliation Act 1996 as amended from time to time.

IV. Appointment of 3 Arbitrators:

In case of 3 Arbitrators one arbitrator shall be selected by each party and notified the other party within a period of 30 days from the notice of invoking ar

bitration. The two individual selected arbitrators shall then select the 3rd Arbitrator, who shall be the presiding arbitrator, within additional period of 30 days. All the three Arbitrators selected as aforesaid shall be independent. If a party fails to appoint an arbitrator within thirty days from the receipt of a request to do so from the other party; or the appointed arbitrators fail to agree on the presiding arbitrator within thirty days from the date of their appointment, the appointment shall be made, upon request of a party.

- V. The fees of Arbitrators will be guided by Schedule IV of Arbitration and Conciliation Act, 1996 and any amendment thereof or both the parties can negotiate on the Fees before the commencement of Arbitration proceedings.
- VI. The further progress of any work under the Purchase Order shall unless otherwise directed by the NMDC / Engineer continue during the arbitration proceedings and no payment due or payable by/to the NMDC shall be withheld on account of such proceedings. It shall not be open to arbitrator to consider and decide whether or not such work shall continue during the arbitration proceedings.

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 each party. 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 commence or maintain any suit or legal proceeding concerning any dispute under this agreement until the dispute has been determined in accordance with the arbitration proceeding provided for herein and then only to enforce or facilitate the execution of an award rendered in such arbitration.

- I. Notwithstanding anything above, the mechanism for settling the dispute through Arbitration may be considered in cases where the disputed amount or the amount of all claims put together does not exceed 25% of the Purchase Order value or maximum of disputed claim amount shall not exceed Rs.100 crores whichever is lower. In case the disputed amount exceeds the above referred percentage of 25% of Purchase Order value or maximum value of total claim value of Rs.100 crores, the parties shall be within their rights to take any other recourse / remedies that may be available to them under the applicable laws other than Arbitration also after providing prior intimation to the other party.
- II. Parties agree that neither party shall be entitled for any pre-reference or pendente-lite interest, i.e. date of cause of action till the date of the Award by the Arbitral Tribunal. Parties agree that claim for any such interest shall not be considered and shall be void. The Arbitral Tribunal shall have no right to award pre-reference or pendente-lite interest in the matter.
- III. The laws applicable to the Purchase Order shall be the laws in force in India. The Courts of Hyderabad, Telangana State shall have exclusive jurisdiction in all matters arising under this Purchase Order. The seat, place and venue of the arbitral proceedings shall be Hyderabad, Telangana State, India.
- IV. "In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial Purchase Order(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS- 1835 dated 22-05-2018 or any additional notifications / guidelines thereof by Ministry of Heavy industries and Public Enterprises or Ministry of Steel.
- V. Arbitration in respect of Purchase Orders, with foreign parties for value of more than Indian Rs. 50 lakhs and up to Indian Rs. 50 crores shall be governed by the Rules of Indian Council of Arbitration (ICA). Arbitration with foreign Supplier or in consortium Purchase Orders (including foreign Supplier), where the Purchase Order value is more than Indian Rs. 50 crores shall be governed by the Rules of Arbitration of International Chamber of Commerce (ICC), Paris. The seat, place and venue of the arbitral proceedings shall be Hyderabad, Telangana State, India.
- VI. Parties further agree that following matters shall not be referred to Conciliation and Arbitration;

a. Any claim, difference or dispute relating to, connected with or arising out of NMDC's decision to initiate any proceedings for suspension or banning, or decision to suspend or to ban business dealings with the Bidder/Supplier and /or with any other person involved or connected or dealing with bid/ Purchase Order/ bidder/ Supplier.

b. Any claim, difference or dispute relating to, connected with or arising out of NMDC's decision under the provisions of Integrity Pact executed between the NMDC and the Bidder/ Supplier.

VII. The applicable interest on arbitral award i.e., from the date of award till the date of actual payment, shall be @ daily average of SBI MCLR + 1%.

Note:

1. TENDERERS ARE REQUIRED TO CONFIRM THE ACCEPTANCE OF ALL THE COMMERCIAL TERMS AND CONDITIONS POINT WISE AND CLAUSE WISE. In case , any other Deviation from the submitted terms & conditions , If any tenderer attached separate sheet for Techno-commercial terms will not be consider for evaluation.

2. For any clarifications against this tender please contact:

Name & Designation: Sanjeev Sawariya

Senior Manager (Materials)

[E-Mail-id-ssawariya@nmdc.co.in](mailto:ssawariya@nmdc.co.in)

Mobile No. **8282820105**

“THE BIDDERS ARE REQUIRED TO CONFIRM ACCEPTANCE OF ALL TERMS AND CONDITIONS MENTIONED IN THE TENDER DULY SIGN AND SEAL FOR ACCESSING COMMERCIAL SUITABILITY”

5. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

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. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid

template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.

16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller 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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---