

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	02-03-2026 14:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	02-03-2026 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	90 (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	Hyderabad
कुल मात्रा / Total Quantity	4
वस्तु श्रेणी / Item Category	COMPLETE LONG TRAVEL DRIVE BOGIE ASSEMBLY
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	COMPLETE LONG TRAVEL DRIVE BOGIE ASSEMBLY
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Coarse Aggregate (V2) Conforming to IS 383
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	OEM Authorization Certificate, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है / Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)

बिड विवरण/Bid Details

बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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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

Single Tender

Single Tender Applicable	Yes
Reason	The sources of supply are definitely known and possibility of fresh source(s) beyond those being tapped is remote.
List of Seller Organization for participation	ELECON ENGINEERING COMPANY LIMITED

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 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.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

COMPLETE LONG TRAVEL DRIVE BOGIE ASSEMBLY (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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इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	100%

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Banothu Lachu	494553,NMDC LTD, BACHELI COMPLEX,BAILADILA, BACHELI PO, CHATTISGARH	4	300

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contract rates. The delivery period of quantity shall commence from the last date of original delivery order and in case where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original

quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. **SUBMISSION OF BIDS:** The bid shall be submitted in **single Bid system (single commercial and price Bid)**.

OEM: The OEM may submit the offer through GEM Portal. In case the OEM authorizes any other bidder(dealer) to submit the offer on their behalf, the bidder has to submit the authorization letter as issued by OEM, mentioning the GEM Bid Reference Number in the authorization letter and the same has to be submitted through GEM Portal. **In case the authorization letter is not submitted, the offer of the bidder(dealer) shall be rejected. OEM is M/s. Elecon.**

2. **PRICE:** Prices should be firm and fixed without any variation factor/adjustment and valid for acceptance for a period of 90 days from due date of tender opening. Price should be quoted on quantity basis and not on weight basis.

The spares shall be quoted on **FOR NMDC destination** only. In such case, prices subject to statutory variations, the existing rates of statutory levies along with other charges such as packing & forwarding, freight, insurance etc., should be mentioned in the Blank Price Schedule.

A) BIDDERS ARE ADVISED TO SUBMIT A COPY OF THE BLANK SCHEDULES (SOR) AS PER ANNEXURE-II DULY SIGNED AND STAMPED.

B) PRICE MUST BE FILLED EXACTLY IN THE FORMAT FOR “ BLANK PRICE SCHEDULE / SCHEDULE OF RATES (SOR)”. IF QUOTED IN SEPARATE TYPED SCHEDULE AND ANY VARIATION IN ITEM DESCRIPTION, UNIT, QUANTITY, ANY COORDINATES OF SOR ETC., IS NOTICED, THE BID IS LIABLE TO BE REJECTED.

C) FALL Clause: The price charged for the stores supplied under the contract shall in no event be less than the lowest price at which the stores of identical description are sold to any other **Government department/ Public Sector/ Private Organizations** during the period of the contract. If the sale price is found to be lower than that chargeable under the contract, such reduction shall forthwith be notified to the tendering officer (DDO) and stores supplied after the date of coming into force, such reduction or sale, shall be correspondingly reduced.

The firm shall also certify on each bill as follows:

“We certify that the stores of description identical to the stores supplied under the contract herein have not been sold by us to Government department/ Public Sector/ Private Organizations during the period of the contract. The bidder shall also submit a certification on the bidder’s letterhead confirming the above details. This certificate has to be submitted along with the offer - Technical bid. .

3. TAXES & DUTIES:

Standard Taxes, Duties and Levies etc.:

a. Goods and Service Tax (GST):

i. Supply of goods or services or both covered under this tender shall attract Goods and Service Tax (GST) at applicable rate as amended from time to time. The Tenderer should clearly mention GST in addition to the basic cost i.e., CGST+ SGST+ Compensation Cess if any in case of intrastate supplies or IGST + Compensation cess, if any in case of interstate supplies and imports in their price bid along with the rate applicable to the goods notified as exempted.

ii. The tenderer shall mention in the Invoice, their GST registration Number (GSTIN), digit or 4 digit HSN code (as applicable) along with description of goods as per Goods and Service Tax Act, Rules and Notifications made thereunder for the items listed in the price schedule of the tender.

iii. Tenderer should submit GST invoice for the supplies made to Owner as per the provisions of Goods and Service Act for availing input tax credit by the owner. Further tenderer shall ensure to file monthly returns along with payment of taxes to the appropriate authority as applicable within the prescribed time as per GST Rules made thereunder.

iv. Tenderers must submit a copy of GST REG - 25 ‘Certificate of provisional registration’ under GST. The tenderer however shall submit a copy of final certificate of registration i.e., GST REG - 06 after the receipt of the same.

v. In case tenderers who opted for composition levy under GST, shall submit a copy of the Certificate of provisional registration i.e., GST REG - 25 under GST and a copy of the information filed in Form GST CMP-01. The tenderer however shall submit a copy of final cer

icate of registration i.e., GST REG – 06 after the receipt of the same.

vi. Tenderer opting for composition scheme shall not quote any taxes under GST and such bids would invariably be evaluated without taxes under GST

vii. The Composition tenderer shall submit “Bill of Supply” with the terms mentioned in bill of supply as “Composition taxable person, not eligible to collect tax on Supplies” for the supplies made by him.

viii. At the time of evaluation of offers of the registered Tenderer, OWNER will consider Input Tax Credit (ITC), if eligible, in respect of eligible goods or services or both indicated in the Commercial Bid Format and their commercial status will be arrived at accordingly

ix. At the time of evaluation of offers of unregistered Tenderer, OWNER will, in addition to the price quoted in the bids, consider the taxes under GST that the OWNER shall pay under reverse charge mechanism in respect of goods or services or both indicated in the Commercial Bid. For this purpose, the OWNER at their discretion may rely on the tax rate quoted by other bidder registered under GST. However, OWNER will consider the Input Tax Credit (ITC), if eligible, in respect of goods or services or both while evaluating the b

x. In case of overseas supplier, Basic Customs duty (BCD), Integrated Goods and Service tax (IGST), Compensation Cess as applicable shall be considered for evaluation. All other charges borne by OWNER in case of FOB quotations shall also be considered for evaluation purpose.

xi. GST TDS shall be deducted at such percentage as may be prescribed on the goods or services falls under notified category. This will be deducted from such date as notified by the Government and the OWNER shall issue certificate to the tenderer for claiming credit of the same.

xii. In case any credit, refund or other benefit is denied or delayed to Owner due to any non-compliance by the supplier (Such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the supplier, the supplier would reimburse the loss to Owner, including loss of credit, interest and penalty.

Statutory Variation in Taxes, additional levy and withdrawal of taxes:

i. Any new taxes or additional levies by the Government and statutory variations during the tenure of the contract will be to Owner’s account and reimbursable / refundable to, ‘The OWNER’, subject to submission of relevant documentary evidence.

ii. Any reduction in tax rates or withdrawal of taxes that are levied by the government during the tenure of the contract shall be passed on to the Owner’s account

iii. However, for any new taxes levied by the Government and statutory variations during the extended time of the contract, if any, due to the reasons attributable to the Owner, the variation of tax rates will be to the Owner’s account

iv. However, the amount of taxes and duties are limited to the contract value and

the variations in the rates are not payable, if the contract is completed in the extended time for the reasons not attributable to Owner and shall not be reimbursed to contractor.

Other GST Compliance related Terms:

- i. Tenderer shall issue tax invoice indicating all the specified fields in the Tax Invoice Rules as notified including HSN/SAC codes, GSTIN Number
- ii. Tenderer is responsible for uploading his outward supplies data with GSTN in the month of supply and any demand of interest and penalty from Revenue Authorities to the OWNER for failure of the Tenderer to upload the invoice or to accept purchase data filed by OWNER in GSTR-2 shall be to the account of Tenderer.
- iii. In the event of non-reporting of invoices for supplies effected to OWNER during the month or non-acceptance of purchase data submitted by OWNER relying on the invoice received from Tenderer, OWNER is entitled to withhold the GST claimed in the Tax Invoice.
- iv. Whenever advance against supplies is received by the Tenderer, Tenderer shall issue receipt voucher and pay the applicable GST in the month of receipt.
- v. Tenderer shall attend to all issues on reconciliation of invoices, mismatch reports etc. to the satisfaction of OWNER.
- vi. In case, the government notifies the activity covered in the contract for the purpose of TDS under GST Act, OWNER shall deduct TDS from the Tenderer bills and will issue necessary certificate to the Tenderer to claim credit of the same.
- vii. It is the responsibility of the Tenderer to determine the place of supply in terms of the place of supply rules

4. PAYMENT: Our standard payment terms are as below:

I. 90% payment along-with applicable taxes shall be paid on submission of the following dispatch documents, through bank or directly to the consignee within 30 days.

- a. Clear Lorry Receipt.
- b. Invoice.
- c. Packing List.

- d. Fitment Guarantee Certificate.
- e. Warranty Certificate.

II. Balance 10% payment shall be paid, within 30 days after supervision of commissioning of spares at Project and on submission of performance bank guarantee for 10% of Total contract Value (excluding taxes) and valid for the entire Warranty period plus 3 months as grace period.

5. BANK CHARGES: The supplier and buyer should bear their respective Bank charges while negotiating and retiring the documents through Bank.

6. DELIVERY PERIOD: Shortest Delivery period from date of issue of purchase order may be quoted. Since our requirement is urgent, please improve upon the delivery period and supply the spares at the earliest. However, the firm is requested to deliver the items on or before 10 months from the date of placement of PO. Failure to supply the material in time will attract penalty as per penalty clause.

7. PLACE OF DELIVERY: The item shall be supplied at:

Place of delivery
NMDC Limited, Bailadila Iron Ore Mine, Bacheli Complex, Dantewada Dist., Chattishgarh State, INDIA.

8. LIQUIDATED DAMAGES (LD) FOR DELAY IN SUPPLY: In the event, the contractor fails to deliver the materials/equipment in full within the delivery date, the corporation reserves the right to levy LD on the contractor @ 0.5 % for each week, but not exceeding 5% of the total basic value. NMDC reserves the right to cancel the order or make alternative purchase of the materials of similar description from elsewhere at the risk and cost of the supplier duly giving an advance notice of 30 days to effect and in such an event the seller will be liable to pay any losses that may be incurred by the Corporation. Except for the reasons specified in the Force Majeure Clause, the Corporation shall have the right to levy the penalty as already provided.

9. LIMITATIONS OF LIABILITIES: Except in cases of criminal negligence or willful non-performance or willful default,

a) The contractor shall not be liable to the Employer, whether in contract, 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 Contractor to the Employer, whether under the contract, in tort or otherwise including the cost of repairing or replacing defective equipment, shall not exceed the 100% (Hundred Percent) of the contract price plus escalation if applicable as per contract, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to copyright, patent infringement, workman compensation and statutory liabilities.

s in general that the Employer may be required to additionally bear due to default of the Contractor.

10. FORCE MAJEURE CLAUSE:

A Force Majeure clause in the contract relieves both the parties from contractual liability, when prevented by events such as restrictions faced during covid from fulfilling their obligations under the contract. Force Majeure clause does not excuse the parties from non-performance entirely, but suspends it for the duration of Force Majeure. Accordingly, the firm/contractor has to give notice of Force Majeure as per contract and within the duration specified in the contract (i.e. it cannot be claimed ex post facto).

In-order to facilitate handling of Force Majeure situation in the ongoing contracts of NMDC (i.e. the contracts which are yet to be formally closed) where-in, the performance of contract has been affected by Force Majeure event, and the contractor(s) have served notice(s) of Force Majeure as per contract for the reasons of Covid-19 situation, it has been decided to consider the following periods under the Force Majeure Condition:

1) For 1st wave of Covid-19 pandemic (i.e. from 25.03.2020 to 30.06.2020 – 98 days).

a) In the instances of invocation of Force Majeure by the Contractor during the above period, wherever the contract was in-force/execution as on 20.02.2020 (as per Contract – dt 13.05.2020), Extension of Time will be granted to Contractual Completion Date without imposition of LD (with respect to time of completion), and without alteration in price schedule.

b) The exact period will be decided based on the specific circumstances of the case and the period for which performance was affected by the Force Majeure events due to lockdown situation or restriction imposed on account of Covid-19, which will also be applicable for period beyond 30.06.2020. However the period for Extension of Time shall not be less than 3 months and not more than 6 months.

2) For 2nd wave of Covid-19 pandemic (i.e. from 01.04.2021 to 30.06.2021- 91 days)

a) In the instances of invocation of Force Majeure by the Contractor, in cases where in the contract was in-force/execution as on 01.04.2021, Extension of Time will be granted to Contractual Completion Date without imposition of LD (with respect to time of completion), and without alteration in price schedule, for the period, from the date of invocation of Force Majeure (i.e. on or after 01.04.2021) not exceeding beyond 30.06.2021.

Additional guideline which needs to be complied for handling the matters related Force Majeure:

1) Determination of an event as Force Majeure: It needs to be identified if the event or circumstance that is being claimed, falls under a 'force majeure' condition. This could be based, either on the already identified events of force majeure mentioned in the particular contract or cases where either party is directly prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure resulting from any unforeseeable / unavoidable circumstances beyond the reasonable control of the parties to the contract. The same may be substantiated with Government Orders (i.e. restrictions imposed under any Act or executive order released by State/Central Government, as done during the period Covid-19 pandemic) declaring force majeure condition, wherever possible.

2) Analysis of Contractual provisions (Awarded/ongoing Contracts): In case of occurrence of a Force Majeure event, and the contract has provisions for grant of "Extension of Time for Completion" under Force Majeure clause, then "Extension of Time for Completion" can be provided to the contractor, for a duration which has been mutually agreed/accepted by Contractor and Employer, as the duration of Force Majeure.

However, in order to assess the duration of Force Majeure, the Contractor shall submit to the Engineer, a notice of claim for 'Extension of Time for Completion' within the duration specified in the contract (e.g. within 14 days as specified in SBD Turkey), together with particulars of the event or circumstance justifying such extension. As soon as reasonably practicable, after receipt of such notice and supporting particulars of the claim, the Employer and the Contractor shall mutually agree upon the period of such extension.

Further, a Delay event due to Force Majeure is an excusable delay in which extension of time can be granted without levying LD and any delay or non-performance of either party of the Contract caused by the occurrence of any event of Force Majeure shall not constitute a default or breach of the Contract (Ref: Manual for procurement of works - page no 92 - enclosed as Annexure-I).

There are 4 categories of delays which are Excusable delay, Compensable delay, excusable delay (contractors' own fault) and Concurrent delay. The Force Majeure falls under the category of Excusable delay, hence 'Extension of Time for completion' can be provided without imposition of LD.

Price variation is payable in cases of Compensable delay or in some cases of Concurrent delays. The Force Majeure situations are beyond the reasonable control of employer and contractor(s) and the same falls under the category of Excusable delay however if the performance of contract is substantially prevented, hindered or delayed.

yed for a period more than 90 days on account of FM during the currency of the contract, the parties may develop a mutually satisfactory solution as per the contract

3) Payment of PV during the period of Force Majeure for Future Tenders/Contracts
The Manual for procurement of works indicated (Ref 6.5.6 - (g) - page no. 101- enclosed as Annexure-II) that “price variation may be allowed beyond the original schedule delivery date, by specific alteration of the date through an amendment to the contract in cases of force majeure or defaults by Government”, hence PVC may be made applicable during the period of Force Majeure for which suitable provision may be made in future tender documents/contracts.

Considering the above provision mentioned in the manual, suitable clause may be inserted in the future contracts of NMDC to facilitate payment of Price Variation during the period of Force Majeure, under the following circumstances:

Sl.No.	Duration	Remarks
A	In case of contracts with original completion period of 12 months or less, but total duration exceeds 12 months after grant of extension(s).	Where the progress of work has been hampered due to Force Majeure conditions, the payment of PV may be permitted if the cumulative impact of FM is more than 15 days against such work; however, PV shall be paid in such instance for the period of FM beyond initial 15 days
B	In case of contracts with original completion period of more than 12 months	Where the progress of work has been hampered due to Force Majeure conditions, the payment of PV may be permitted if the cumulative impact of FM is more than 30 days against such work; however, PV shall be paid in such instance for the period of FM beyond the initial 30 days

NOTE:

- i. Before processing the case for approval, the Employer & Contractor with involvement of page consultant (if any) will create a suitable document which shall be signed by either party after obtaining approval of Competent Authority of the Employer (post concurrence by Law and Finance departments, as per extant procedures) The document shall explicitly state that, contractor shall have no other claims whatsoever for the period of Force Majeure (other than the specifically provided in the contract) in order to be entitled for payment of PV in the above instances.
- ii. The proposed payment of PV on account of FM shall not breach the maximum limit defined in the Contract (15% as per current standard terms of NMDC).
- iii. FM delay shall always supersede other concurrent delay during the total contract period (i.e. both employer delay plus contractor delay).
- iv. For all future contract/tender FM delay is to be treated as initial delay (before employer delay while doing delay analysis). - brief illustration on this is enclosed as Annexure-III. Materials Management Manual, 2024 Page 108 of 300

- v. In cases where the contract has entered the FM period for the reasons (i.e. delays) only attributable to contractor (i.e. NIL delay on account of employer for entire contract completion period), V shall not be paid to the contractor for FM period.
- vi. The above clause may also be incorporated suitably in future tenders/ contracts.

4) Before the release of any payment on account of Force Majeure by NMDC (including Price Variation payment), the contractor has to submit an undertaking / agreement, stating that no other claims, whatsoever, will be made by them in respect to the said contract, for the duration which has been considered under Force Majeure and for which the mutually agreed solution has been accepted by both the parties. Further contractor in the undertaking shall also confirm that they fully understand that NMDC is not liable for any delays in execution of work/delay in release of payment, on account of Force Majeure.

5) Procedure for processing the case of Force Majeure (for ongoing & future contracts): The Contractor has to submit the notice on account of Force Majeure as per contract and within the duration specified in the contract (viz it cannot be claimed ex post facto). However, as indicated above, in order to assess the duration of Force Majeure, the Contractor shall submit to the Engineer, a notice of claim for Extension of Time for Completion within the duration specified in the contract, together with particulars of the event or circumstance justifying such extension. As soon as reasonably practicable, after receipt of such notice and supporting particulars of the claim the Employer and the Contractor shall mutually agree upon the period of such extension. The same will be put-up for approval of Competent Authority for a suitable decision/approval.

In order to mutually decide upon the Extension of Time for Completion, user dept. shall obtain approval of Executing Authority/HoP(s), to formulate a project level committee, consisting of member from User dept., Contracts/Materials dept., Finance dept. and Consultant (if any), to discuss with contractor and arrive at agreeable period for 'Extension of time for completion' on account of Force Majeure. Methodology on these lines may be adopted also for treatment of instances of partial execution of contract during FM Period.

Post agreement with contractor(s), regarding the period for "Extension of time for completion" on account of Force Majeure, proposal may be put-up for approval of Competent Authority, after obtaining undertaking from the contractor, post legal vetting and concurrence by Finance dept.

In addition to above, post sanction of proposal by Competent Authority regarding "Extension of time for completion" revised L2 schedule/work program shall be submitted by contractor in-line with the approved extension and same shall be approved by consultant/employer. Regular payment as per contract, shall be released by NMDC, to the extent possible, during the force majeure period.

In the event that the Contractor does not accept the Employer's estimate of a fair and reasonable time extension along with price variation amount, the Contractor shall be entitled to refer the matter for Conciliation and Arbitration, as per provision in the contract.

6) As delay event due to Force Majeure is an excusable delay in which extension of time can be granted without levying LD and payment of Price Variations, hence the Approving Authority for acceptance of FM requests is the Original Approving Authority for award of the Contract, else the next higher authority as per value of contract in case of any upward revision in the contract value beyond the delegated threshold limit of original approving authority.

7) Invocation of FM does not absolve all the non-performance of Contractor towards the contract, but only in respect of such non-performance(s) which are attributed to Force Majeure situation. Further the invocation of FMC would be held valid only in situations where the Contractor(s) have not already defaulted their contractual obligations at any point of time towards performance of the contract in the manner, which has led to termination of the contract.

11. INSPECTION:

- a) Indicate the scope of pre-dispatch inspection facilities available at your works.
- b) Initial inspection may 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 day clear advance notice for the consignee to carry out the pre-dispatch inspection.

In case the inspection is not carried out within 15 days of notice, the supplier will be deemed suitable. Hence automatic waiver of pre dispatch inspection is not allowed /permitted.

- c) However final inspection of the materials will be carried out at project site after receipt (even if pre-dispatch inspection is carried out) which will be final & binding. In case the materials 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 samples to 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 within 60 days, no liability in respect of loss, damage, deterioration etc. shall lie with the Corporation / Company.

12. WARRANTY: The items shall be under warranty for a period of 12 months from the date of receipt and acceptance of materials at project site or 18 months from the date of dispatch, whichever is earlier, against the manufacturing defects, bad workmanship, faulty/defective materials etc. The supplied spares should have a self-attested F3 guarantee (Fit, Form and Function).

13. FITMENT GUARANTEE: The spares should not have any fitment problems and should be suitable without any modification to the original equipments.

(Note:-The supplier should provide certificate along with the supplied item that (the item is one to one replacement of existing item) there will be no

tment problem and no modifications are required to be done. Incase of an problem, the Supplier should depute representative to supervise the fitme and shall also attend to modifications on Free of Cost basis.)

14. PERFORMANCE BANK GUARANTEE: (i)The supplier should furnish a bank guarantee from a Nationalized bank / Schedule commercial bank for 10% of Total contract Value (excluding taxes) and for a period of 21 months (18 months + 3 months grace period) while claiming the balance 10% payment.

15. Supervision:- The Supplier shall provide supervision for the installation/commissioning of the ordered items on a free of cost basis.

16. VALIDITY: Your offer should be kept valid for 90 days from the date of tender opening and to be extended for further period if necessary.

17. WITHDRAWAL OF TENDER: After submission of tender if it is withdrawn before expiry of validity period, NMDC can take any one or more of following action(s) without notice:

1. Lodging complaint with NSIC/DGS&D/any other Government departments
2. Removal of supplier's name from the company's approved list of suppliers

18. TENDER EVALUATION PROCEDURE. Offer will be evaluated on item wise Destination Cost basis.

TENDER EVALUATION PROCEDURE (FOR Destination basis)

Computation Procedure for arriving destination cost will be followed as below:

- i) Taxable Value
- ii) GST on Taxable value as per (i)
- iii) Destination cost (Before availing input tax credit)= Taxable value as per (i) + ST on Taxable value as per (ii)
- iv) Destination cost (After availing input tax credit)= Taxable value as per (i) + GST on Taxable value as per (ii) - GST charged by vendor as per (ii)

19. DEVIATIONS: Any deviations on technical and commercial points are required to be brought out clearly in a separate sheet.

20. Self Declaration regarding Local Content:

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-P/BE-II) dtd. 16.09.2020 and subsequent amendments/orders, if any shall be applicable to this tender. Bidders are requested to submit the Self Certificate regarding Local Content in Letter Head of the Firm as per the Format placed at Annex

re-V.

21. SETTLEMENT OF DISPUTES

APPLICABLE LAW, AMMICABLE SETTLEMENT, CONCILIATION AND ARBITRATION:

21.1 APPLICABLE LAW: This Agreement shall be construed and governed in accordance with the Indian substantive Laws.

21.2 AMICABLE SETTLEMENT:

21.2.1 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. Material Management Manual, 2024 Materials Management Manual, 2024 Page 110 of 300 or 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.

21.2.2 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.

21.2.3 CONCILIATION

21.2.4 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.

21.2.5 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.

21.2.6 The conciliation process shall be initiated by appointment of a Sole Conciliator or Conciliatory Committee. The Conciliatory Committee shall comprise of either a 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.

21.2.7 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
Upto Rs. 2 crores	Sole Conciliator to be appointed
Above Rs. 2 crores up to Rs. 250 Crores	Conciliatory Committee to be appointed

21.2.8 The above committee shall conduct the conciliation proceedings in accordance with the provisions of Arbitration and Conciliation Act 1996 and its amendments hereof. The venue of the conciliation shall be at Hyderabad.

21.2.9 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 4 days. Failure of Supplier's consent within 14 days shall be considered as deemed acceptance of the suggested member(s) by the Supplier.

21.2.10 Upon constitution of the Conciliatory Committee, Law Department of NMI will issue the appointment letters to Conciliatory Committee members and inform same to the parties concerned.

21.2.11 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.

21.2.12 Conciliator's Fee (As per SCOPE Forum for Conciliation & Arbitration - SI A): 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 the reof 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 the reof 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 the pleadings, case material, writing of the award etc. With regard to the amount 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 disput amount has not been quantified / indicated Conciliator's fee will be consoli ted Rs 1.00 Lakh inclusive of fee for study of the pleadings, case material a

writing of the award etc.

Note 2: In the event where the dispute does not involve monetary claim or disput amount has not been quantified / indicated, administrative fee will be Rs. 6 000/-

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

21.2.13 Upon acceptance of the invitation to conciliate, the respondent shall subr its counter claim, if any, within a period as specified by the Conciliatory Cc mittee.

21.2.14 The parties may consider filing their claims and counterclaims with detai as mentioned below. However more details may be requested during the onconciliation process by either party or by Conciliatory Committee which ne s 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 deem 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 ma equest a party to submit to him such additional information as he deems appropriate.

21.2.15 Conciliatory Committee will commence its meetings only after completi of the pleadings.

21.2.16 The parties shall be represented by their in-house employees/executives xofficers of NMDC who have handled the dispute matter in any capacity are not a wed to attend and present the case before Conciliatory Committee on behalf of S plier. However, ex-employees of parties may represent their respective organizai ns.

21.2.17 Solicitation or any attempt to bring influence of any kind on either Concil ory Committee Members or NMDC is completely prohibited in conciliation proceec gs and NMDC reserves the absolute right to close the conciliation Materials Mana ment Manual, 2024 Page 113 of 300 proceedings at its sole discretion if it appre nds any kind of such attempt made by the Supplier or its representatives.

21.2.18 Conciliator or Conciliatory Committee as the case may be, shall do detail 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. Each of 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 shall 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.

21.2.19 Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived. 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 Conciliatory Committee recommendations and 30 days thereafter in any further proceeding.

21.2.20 Either party shall refer any dispute for Arbitration or judicial proceedings if the conciliation process has failed.

21.2.21 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, except where its disclosure is necessary for purposes of its implementation and enforcement.

21.3 ARBITRATION:

21.3.1 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) are 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.

21.3.2 A person of any nationality may be an arbitrator, unless otherwise agreed between 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 upto Rs. 5 crores)	Sole Arbitrator to be appointed
Claim Amount - upto 25% of Purchase Order value (Above claim amount shall be within the limits of Rs. 5 crores and upto 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.

21.3.3 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.

21.3.4 Appointment of 3 Arbitrators:

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

21.3.5 The fees of Arbitrators will be guided by Schedule IV of Arbitration and Conciliation Act 1996 as amended from time to time.

liation Act, 1996 and any amendment thereof or both the parties can negotiate or the Fees before the commencement of Arbitration proceedings.

21.3.6 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.

21.3.7 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 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% 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.

21.3.8 Parties agree that neither party shall be entitled for any pre-reference or pendent-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 pendent-lite interest in the matter.

21.3.9 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 arbitration proceedings shall be Hyderabad, Telangana State, India.

21.3.10 "In the event of any dispute or difference relating to the interpretation or application of the provisions of commercial Purchase Order(s) between Materials Management Manual, 2024 Page 116 of 300 Central Public Sector Enterprises (CPSUs) / 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 res

ution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS1835 dated 22-05-2018 or any additional notifications / guidelines thereof by Ministry of Heavy industries and Public Enterprises or Ministry of Steel.

21.3.11 Arbitration in respect of Purchase Orders, with foreign parties for value 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 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.

21.3.12 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.

21.3.13 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%.

22. Border sharing: The Govt of India order O.M No: F. No:6/18/2019-PPD dated 3-07-2020 on boarder sharing and any other orders/circulars related if any shall be applicable for this tender..

23. The tenderer should clearly indicate the name of the manufacturers with full specifications of items offered. The tendered should also confirm that the items offered strictly confirm to specifications and in case of alternatives/deviations any, the same should be stated. In case of change in Part numbers, supplier shall indicate in their offer both the new as well as superceded part numbers and shall certify that the new part numbers offered by them will be suitable for the machine for which these have been offered.

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

25. Banning of Business Dealings: For evaluation of the Tenders, NMDC would rely on the documents submitted and declarations made by the tenderer in connection with the Tender. Therefore, NMDC expects such documents and declarations to be true and authentic. In case it is found, at any stage, that the document(s) submitted and/or the declaration(s) made by the tenderer is/are false, NMDC reserves its right, notwithstanding any other rights/remedies under the terms and conditions of the tender, to ban business dealings with the tenderer for a period upto two years.

26. The bidder is requested to register their firm's name on GeM portal as a seller for the quoted product and forward GeM's seller ID for reference & record.

27. Integrity Pact: The tenderer is required to accept the "Integrity Pact" (form enclosed at Annexure- III) and shall submit the same alongwith completeness certificate (format enclosed at Annexure- IV) duly signed along with the offer in separate sealed envelope duly superscribed with "Integrity Pact & Completeness Certificate". **Offer of the tenderer received without duly signed Integrity Pact will not be considered. Copy of the Integrity Pact shall be uploaded in GEM portal while submitting the offer.**

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

- The bidder shall submit the integrity pact on his company's letter head duly signed by the authorized representative.
- If the bidder/contractor is a partnership or a consortium, the integrity pact shall be signed by all the partners or consortium members.
- At the time of tender opening, the envelope containing the integrity pact will be opened and signed by the tender issuing officer or his authorized nominee.
- All the pages of the integrity pact should be signed by both, the principal as well as the bidder.
- The bidder should not change the contents of the integrity pact.
- The principal or his representative will sign the Integrity pact after opening of the Tender.

The details of the External Independent Monitor nominated for this tender are given here as under:

Name of the Independent External Monitors (3 Members)		
Shri P V Rao, IRS(Retd) Email: pasupuletirao@yahoo.co.in	SMT. RAJNI SEKHRI SIBAL, IAS(Retd.) E-mail: rajnisekhrisibal@gmail.com	Shri Dharam Chand Jain, IPS (Retd.) E-Mail: jaindharam@hotmail.com

TENDERERS ARE REQUIRED TO REPLY ALL COMMERCIAL TERMS AND CONDITIONS POINT WISE AND CLAUSE WISE.

3. 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 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 प्राधिकार 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 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 or 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---