

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	02-03-2026 16:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	02-03-2026 16:30:00
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	60 Tonne, 12 Mtr Truck Weighbridge , CAMC FOR 1ST YEAR , CAMC FOR 2ND YEAR , CAMC FOR 3RD YEAR
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	CAMC CHARGES FOR 3RD YEAR
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	PVC Coated Nylon Fabric for Awning and Gun Covers, High End Desktop Computer, TLM Kit for Multiple Disabilities - Age Group 13 Years and Above, TLM Kit for Multiple Disabilities - Age Group 6 to 13 Years, Entry and Mid Level Desktop Computer, TLM Kit for Multiple Disabilities - Age Group 4 to 6 Years, XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), TLM Kit for Multiple Disabilities - Age Group 0 to 3 Years, Interactive Panels with CPU, Kit for Special School Students (Intellectual Disability) - Kit 3 Age Group 7 to 11 Years
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> PVC Coated Nylon Fabric for Awning and Gun Covers
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 विवरण/Bid Details

विक्रेता से मांगे गए दस्तावेज़/Document required from seller	OEM Authorization Certificate, Compliance of BoQ specification and supporting document *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 दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् 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 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
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
प्राथमिक उत्पाद श्रेणी/Primary product category	60 Tonne, 12 Mtr Truck Weighbridge
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

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	29100

ईपीबीजी विवरण /ePBG Detail

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

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

लाभार्थी /Beneficiary :

DGM (MATERIALS) HOD
M/S. NMDC LIMITED, DONIMALAI IRON ORE MINE, DONIMALAI TOWNSHIP (PO) 583118, SANDUR (TQ), BELLARY (DIST.), KARNATAKA, (STATE), INDIA
(M/s. Nmdc Limited)

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	100
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	100
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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 100% (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.

60 Tonne, 12 Mtr Truck Weighbridge (1 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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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	G Venkateswar Rao	583118,NMDC Limited, Donimalai Complex, Donimalai, Karnataka	1	90

CAMC FOR 1ST YEAR (1 pieces)

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

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क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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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	G Venkateswar Rao	583118,NMDC Limited, Donimalai Complex, Donimalai, Karnataka	1	90

CAMC FOR 2ND YEAR (1 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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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	G Venkateswar Rao	583118,NMDC Limited, Donimalai Complex, Donimalai, Karnataka	1	90

CAMC FOR 3RD YEAR (1 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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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	G Venkateswar Rao	583118,NMDC Limited, Donimalai Complex, Donimalai, Karnataka	1	90

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. **Generic**

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

4. **Scope of Supply**

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

5. **Buyer Added Bid Specific ATC**

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

6. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

GENERAL TERMS AND CONDITIONS

A. EMD Conditions

1. Earnest Money Deposit (EMD):

1.1. Bidders must deposit **EMD of Rs. 29,100/-** (Rupees Twenty-nine thousand and One hundred only) in the format of SB Collect/BG as described below. **as detailed in the tender document is also applicable.** Without EMD, the tender will be summarily rejected.

a) Bidders are required to deposit EMD 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 (including e-BG) valid for 6 months + 3 months claim expiry period in a prescribed format (**Format enclosed below in Annexure-I**). 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.**

b) 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.**

1.2. 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.

1.3. 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.

1.4. 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.

1.5. 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.

1.6. EMD exemptions as per GeM shall be considered.

1.7. 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.

A. 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:

Prices should be firm and fixed without any variation factor/adjustment and valid for acceptance for a period of 180 days from the date of opening of tender.

The price basis should be on **F.O.R. NMDC Limited, Donimalai Stores, Donimalai, Bellary District, Karnataka**. For F.O.R destination price subject to statutory variations, the existing rates of statutory levies should be mentioned.

Price shall be inclusive of price of item, statutory charges, royalties, handling and stevedoring, loading, freight/ transportation, insurance, permit/ license charges, unloading at our site and all other incidentals.

Quotations offering rates other than FOR Destination basis shall be Rejected.

The price shall remain firm & fixed with reference to the contracted quality, quantity, delivery terms and contract period. No escalation is allowed on any account except existing statutory taxes after submission of gazette notification issued by concerned government department. The percentage of statutory taxes considered in the offered price in terms of percentage terms need to be indicated in the offer.

2. INSURANCE:

The Transit insurance of the materials should be covered by the successful tenderer.

3. TRANSPORT:

Transportation by road is the responsibility of the Seller. Any registration/ permits required to be made shall be responsibility of supplier at their cost. Payment of GST on transportation cost is the responsibility of the successful bidder.

Norms to be adhered while transporting the material:

a) The successful bidder shall ensure that the transport contractor nominated to carry out the transportation shall ensure to furnish the Emission Certificate along with other documents of the vehicles allotted to NMDC Ltd. work as and when called for.

b) The successful bidder shall ensure that the materials are properly and evenly distributed to avoid spillage of materials during transportation or at the handling points.

c) The successful bidder shall ensure that while transporting the materials, they shall comply with all relevant legislative and regulatory requirements prescribed by the concerned authorities to ensure proper environmental management system.

d) Trucks engaged to transport the material shall have all the valid documents and the successful bidder shall ensure that material is loaded only to the permissible capacity as per RTO/ Statutory authorities. Overload/ transshipment/ spillage are not permissible.

e) The successful bidder while transporting the material shall comply with rules & regulations as stipulated by the concerned statutory authorities from time to time.

f) Any damage/ losses due to non-compliance of the rules and regulations will be to the account of the successful bidder or his authorized transporter.

4. PAYMENT TERMS:

(1) No advance payment is acceptable

(2) 100% payment after receipt, supervision of installation, testing and commissioning, acceptance of materials at our stores and submission of invoice, warranty certificate, successful supervision of installation, testing & commissioning report from engineer in-charge and support by bank guarantee **(PBG)** as applicable through RTGS/NEFT.

Further, NMDC has launched vendor invoice management portal to streamline vendor payments and to know the payment details after placement of order. You need to register via link received through e-mail from noreplysap@nmdcerp.onmicrosoft.com. After dispatch of item, please upload digitally signed invoice along with scanned copy of warranty and other related documents as per PO terms for the pending invoices and future supplies to process for payment to the following link (<https://vim.nmdc.co.in/velocious-portal-app/helpndsupport>).

5. BANK CHARGES: The supplier and buyer should bear their respective Bank charges.

6. PAYING OFFICER: DGM (Finance), NMDC Limited, Donimalai, Bellary District, Karnataka.

7. DRAWING APPROVAL: After award of contract, Successful Bidder shall submit Detailed Design Drawings for NMDC's approval, before starting fabrication, **within 15 days of award of contract**. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by NMDC. In case NMDC asks for any clarifications / modifications to be done in the submitted drawings, necessary remedial action shall be taken up by the successful bidder **within 7 working days** of receipt of above communication and notify accordingly to NMDC for approval. Delay beyond above schedule shall be attributable to the seller and shall be adjusted / recovered from the Delivery period mentioned above. The Bidder shall also submit the applicable **civil drawing within 15 days of award of PO** to facilitate NMDC **with Civil Works**.

Bidder to submit Final Drawings, Test Certificates and BOM of each Item (Weighbridge + 3 KVA UPS + Desktop PC+ Laser printer with detailed makes of each item and relevant drawings & Photographs of major items to seek Dispatch clearance.

8. DELIVERY PERIOD: The delivery period mentioned in the bid documents shall commence from the date of approved drawing sent by NMDC **(i.e., 90 Days from the date of drawing approval for entire quantity)** for which separate letter shall be issued by NMDC confirming the final date.

9. For Supervision of Erection, Testing and Commissioning (Bidder's scope): Within 30 days of receipt and acceptance of Materials at NMDC stores or Site clearance from NMDC, whichever is later. Successful Bidder to arrange manpower for Supervision of Installation, Testing and commissioning accordingly

Supply, Supervision of Erection(**Erection to be done by NMDC separately**), Testing and commissioning of the weighbridge (Weighbridge Supplier scope) of Goods along with 03 years Comprehensive AMC after completion of Warranty / Guarantee period.

10. PLACE OF DELIVERY: The ordered items should be delivered at NMDC Limited, Donimalai Stores, Donimalai, Bellary District, Karnataka State.

11. ADDITIONAL TERMS AND CONDITIONS

11.1 During the Warranty / Guarantee period: Bidder shall confirm to depute Service Engineer at working site during warranty period of the equipment on **Quarterly basis** for regular maintenance and check-up of the equipment (Total 0

8 Nos of site visits during warranty / Guarantee period).

1. **LD Clause:**

1.1. LD for delay in Supply, erection and Commissioning of Goods: Standard clause as per MM.

1.2. **LD Clause (Liquidated Damages) for Non-Deployment of Manpower During Warranty / Guarantee period: -**

- i. If the Contractor fails to depute qualified personnel to site on Quarterly basis to carry out preventive maintenance as per instruction of engineer in charge, LD @ 2.5% of total contract value (excl. taxes) will be levied for each instance of such failure.
- ii. **During Breakdown:** The vendor shall depute its qualified Engineer to site within 36 hours of first reporting of any breakdown. If the total system is down for more than 48 hours due to reasons attributable to the vendor, 0.5% of the total contract value (excl. CAMC charges & taxes) will be recovered for each such occurrence (multiples of 48 hours) Maximum up to 10 % of total contract value (excl. CAMC charges & taxes). There is no limit allowed for the number of breakdown calls during the warranty period.
- iii. LD for clause (i) & (ii) are independent of each other and are applicable separately and concurrently subject to total maximum limit of 10 % (Ten percent) of the total total contract value (excl. CAMC charges & taxes). GST shall be applicable on the LD amount.

1.3. **LD Clause (Liquidated Damages) during CAMC period:**

- i. Time is an important factor of the contract. It is the responsibility of the Contractor to maintain the weighbridge system during the entire contract period and make timely quarterly visit as per schedule/ instruction of engineer in charge failing which liquidated damage @ 0.5% on that particular quarter cost where delay happened will be levied for each week of delay or part thereof with maximum of 5(Five) % of that particular quarter cost for delay or unattended quarterly visit.
- ii. **During Breakdown:** In case of not attending emergency visit within 36 hours of the breakdown being reported to the contractor, LD @ 0.5% per day of value of the Yearly value of the work order excluding GST shall be levied per instance of delay maximum upto 10% of the particular yearly value of the work order. There is no limit allowed for the number of breakdown calls during the CAMC period. NMDC reserves to right to carry out the work through Risk Purchase of the supplier (all cost to be borne by the supplier).
- iii. LD for clause (i) & (ii) are independent of each other and are applicable separately and concurrently subject to total maximum limit of 10 % (Ten percent) of the total CAMC charges (excl. taxes) for three years. GST shall be applicable on the LD amount.

2. **Cost of CAMC:** Gem Standard format for Comprehensive AMC (CAMC) charges to be indicated as percentage of cost of Product/Equipment quoted for each year after the warranty period to be included in tender for 3 years after 2 years warranty period.

The CAMC charges shall be offered within range of 3 to 10% of cost of equipment (as per GeM standard clause).

The cost of CAMC will also be considered along with cost of supply of goods for Evaluation of this tender.

3. **MAKE/MANUFACTURES:** All the tenderers should clearly indicate the name of the manufacturer (MAKE & MODEL) with full specifications. If quoted item is manufacturing by them should be clearly mentioned in the offer. Bidders who are not OEM of t

The Weighbridge shall attach Authorization Certificate from the OEM (MAF) along with the bid. No authorization is required for ancillary items like UPS, PC and Printer.

4. **Testing & Commissioning**: Testing and Commissioning of the system will be Suppliers responsibility. No separate commissioning spares will be ordered. All spares required for commissioning of the equipment for its satisfactory operation will be provided by you.
5. **TRAINING**: 2 days free onsite training on operation and maintenance of the system shall be extended to NMDC personnel after completion of erection and testing.
6. **Contact details**: Kindly mention Mobile number and email ID for correspondence.

(Kindly fill the details as per format enclosed in Annexure-II).

12. **TECHNICAL DATA SHEET:**

The tenderer shall provide technical data sheet/clearly indicate quoted/regret items with complete technical specifications duly sign and seal for accessing technical suitability.

13. **COMPLIANCE**: Bidder to provide compliance of Technical Specifications, Test Certificates for Compliance to applicable IS codes and BIS license, as applicable. Bidders are required to submit Pointwise compliance to the technical specifications along with all technical catalogues to corroborate the same along with the bid.

14. **GUARANTEE/ WARRANTY:**

The materials offered shall be guaranteed/warranted **for a satisfactory performance for a period of 24 months from the date of commissioning or 30 months from the date of final supply and receipt at NMDC, whichever is earlier.** During the warranty period, quarterly preventive maintenance visits shall be conducted for calibration and maintenance of the weighbridge. The bidder shall confirm and maintain the accuracy of the weighbridge as per relevant standards for the entire warranty period. All cost towards lodging Boarding and transportation of manpower / spares & tools required during these preventive maintenance visits (**during warranty period**) shall be in the bidder's scope.

15. **AUTHORIZATION CERTIFICATE**: **Prospective bidders other than OEM are required to submit authorization certificate from the manufactures. Without authorization offer shall be liable for rejection.**

16. **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 enmity, civil commotion, sabotage, fires, floods explosions, epidemics, quarantine restrictions or other acts of god, provided notice of the occurrence if any such event is given by either party to the other within twenty one (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.

17. **INSPECTION:**

Inspection of the equipment will be carried out at our site after receipt of the spares **(even if pre-dispatch inspection is carried out)** which will be final & binding. In case the spares 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 destination point. The freight and incidental charges for return of the rejected

materials will have to be borne by the supplier. In case, rejected materials are not collected after receipt of rejection notice, no liability in respect of loss, damage, deterioration etc shall lie with the corporation.

18. SUPERVISION OF INSTALLATION, TESTING AND COMMISSIONING:

- (a)** The equipment/item is required to be supervision of installation, testing, and commissioning at Donimalai project site by your personnel. NMDC will provide intimation of tentative date of supervision of installation, testing and commissioning of the item with minimum 15 days advance notice and the successful Bidder shall depute their personnel to NMDC site accordingly.
- (b)** Supervision of installation, testing and commissioning at project site charges shall be quoted in your basic price (i.e. basic + supervision of installation, testing and commissioning) no separate supervision of installation, testing and commissioning at project site charges will be paid extra.
- (c)** Supplier's Engineer shall be deputed for supervision of installation, testing and commissioning at project site for adequate period on getting confirmation from purchaser.
- (d)** Guest House/ET Hostel accommodation only will be provided subject to availability upon cost basis i.e. on chargeable basis during supervision installation, testing and commissioning and erection at project site.
- (e)** Local Transport will be provided by us upto Site.

Further, Erection & commissioning activities shall be completed within 30 days of receipt and acceptance of Materials at NMDC stores or Site clearance from NMDC, whichever is later. Successful Bidder to arrange manpower for Supervision of Installation, Testing and commissioning accordingly.

19. CAMC TERMS AND CONDITIONS:

- 1.** Scope of work for Comprehensive Annual maintenance Contract (CAMC): The Weighbridge shall be under 03 years Comprehensive Annual Maintenance Contract (CAMC) for a period of three years post completion of warranty period. During this period all the components of Weighbridge including Load Cells, Load cell cables, Junction box cables, Mounting kits, Junction Boxes, Surge arrestors, Weighbridge Controller and jumbo display shall be under the scope of the bidder. The CAMC shall cover all parts or components required for trouble free operation.

The scope of work under CAMC period is as under:

- A. Quarterly PM Visit during warranty period:** The supplier has to depute skilled service Engineer on 04 period maintenance visits per year for periodic maintenance / healthiness checkup including 1 visit during calibration & Stamping every year.
- B.** Technical support round the clock over telephone, e-mails etc. to facilitate the first level maintenance by engineers/technicians of the Owner.
- C.** Solving the reported hardware problems, replacement of parts and components as and when necessary for maintenance and break down maintenance are to be done at no extra cost to the owner.
- D.** Record of works carried out during the period should be enclosed along with the invoice.
- E.** The successful Bidder shall use OEM trained and appropriately skilled personnel to maintain the equipment in efficient, reliable and safe operating condition
- F.** Repair, replacement or maintenance of the equipment as deemed necessary will be done by the party on all days including Sundays and other holidays declared by the Central/State Government or local authorities.
- G. Deliverable Parameter:** During each quarterly maintenance visit at site, the Successful B

bidder's Engineer shall examine the tare weight and safety devices of the equipment to ensure accuracy of weightment and user safety. In addition, the engineer should conduct verification of the equipment accuracy during the visit. The Successful Bidder shall ensure that the accuracy of the system lies within the accuracy limit applicable for Class 3 (III) of Electronic Weighing Systems i.e. +/- 10kg (Readability) when verified with standard weights.

- H. Breakdown visit: the supplier has to attend unlimited break down calls / visits free of cost with response time less than 36 hours of reporting of the issue.
- I. Successful Bidder shall ensure sufficient stock of all required spares ready at disposal, including the bought-out items to facilitate fast recovery of the fault.
- J. The following items and consumables shall be excluded from CAMC scope: i7 Workstation PC with Monitor (13th Generation or higher) + Laser jet Printer (Black & White) + UPS (3KVA) along with batteries, major repairs on the platform due to abuse corrosion and rust because of chemical or adverse environmental condition.
- K. The following support / works are in the scope of NMDC:
 - a. Providing necessary unskilled labour to the service engineer, while attending to the service of the machine.
 - b. Standard weights for calibration and testing of the weighbridge including the transportation charges of the weights.
- 2. **Annual Preparation for Stamping:** Preparing the weighbridge for stamping from the Legal Metrology Department on an annual basis shall be included in the bidder's scope. Stamping expenses, both actual and incidental expenses to Legal Metrology department shall be borne by NMDC. However, the Successful Bidder will assist in presenting the weighbridge for stamping to authorities, annually.
- 3. **Accuracy of Weighbridge:** The successful bidder shall confirm and maintain the accuracy of the weighbridge as per relevant standards for the entire warranty and CAMC period.
- 4. **The comprehensive Annual Maintenance Contract (CAMC) will be for a period of 3 years.** The AMC is comprehensive in nature and includes supply, Erection & Commissioning of all spares required for the operation of the system. NMDC will not maintain or procure any spares during the above mentioned 3 years AMC period.
- 5. **Guarantee/Warranty:** The Successful Bidder shall guarantee that all equipment, parts and items supplied and used by him for the CAMC work are original and free from defects in material and workmanship during the contract period and is liable for replacement any number of times if found defective. The materials used shall be warranted till the date of completion of contractual period or short closure of contract for any reason thereof. The Page 10 of 35 Successful Bidder shall be liable for the replacement of any defective parts in the equipment under normal use and/or arising due to faulty design, materials and/or workmanship or any other reason attributable to the Successful Bidder. The repaired or new parts will be furnished and erected free of cost by the Successful Bidder. If any repair is carried out on his behalf at the Site, the Successful Bidder shall bear the cost of such repair.
- 6. **Rates to be all inclusive:** The rates quoted for the CAMC shall be all inclusive cost for both ways i.e travelling expenses, lodging & Boarding charges for Manpower deployed & also including freight, taxes & duties such as GST, transit insurance, packing charges, cost of all spares etc. including for transport of manpower & spares. The rates should also be inclusive of Lodging and Boarding Charges of Service Engineer and to and From charges from the bidders' facility to Donimalai Township. Local Conveyance from Donimalai Township to Work Location inside NMDC shall be in Owner's scope. Statutory deduction as applicable shall be made at source and TDS certificate shall be issued to the service provider, except in cases where any specific exemption is permitted to a party by the Government and the party concerned provides documentary evidence of the same.
- 7. Price quoted shall be firm and fixed without any escalation during the entire contract period.
- 8. **Accommodation:** Accommodation for Engineers /Technicians in our Guest House/ET Hostel may be provided on chargeable basis subject to availability, otherwise the firm may arrange its own accommodation for their engineer at their own cost. No separate TA/DA or any other claims / expense is payable by NMDC for attending the work.
- 9. **Insurance:**
 - a. The Successful Bidder shall also arrange accident insurance policy for his personnel deputed to site including a separate policy as per Workmen Compensation Act

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- b. The Successful Bidder shall be responsible for ensuring compliance with the provisions related to Labour Law (Central & State), Minimum Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour(R&A) Act, Workmen Compensation Act etc as applicable from time to time.

10. Effecting of Recoveries: Once the recoveries become due from a Successful Bidder, owner may, without prejudice to any method of recovery, deduct the amount of such damage from any money in hands, due or which may become due to the Successful Bidder under the contract or any other contract between the Successful Bidder and the owner. The payment of deductions of such damage shall not relieve the Successful Bidder of his obligation to complete the work or from any other of his obligations & liabilities under the contract. The manner and method of taking such action shall be at the entire discretion of the owner whose decision in the matter shall be final & binding.

11. The Successful Bidder shall maintain all statutory registers & documents under the Law and shall produce the same, on demand, to the Buyer Department or any other authority under Law.

12. The persons deployed should be efficient while handling the assigned work and complete the assigned work in given timelines. The Successful Bidder shall be responsible for any act of indiscipline on the part of the persons deployed.

13. The Successful Bidder shall ensure that all the relevant licenses/ registrations/ permissions which may be required for providing the services are valid during the entire period of the contract; failing to which shall attract the appropriate penalties. The documents relevant in this regard shall be provided by the Service Provider to the Buyer on demand.

14. The Contractor shall confirm that it shall adhere to SA 8000:2014 Requirements, during execution of the CAMC.

15. Payment terms for CAMC (CAMC is for a period of **03 Years** after completion of warranty/Guarantee Period):

a. Contract Performance Guarantee (CPG): Gem Standard Clauses for CPG for CAMC along with equipment supply to be included.

b. Payment will be made quarterly on pro-rata basis of each year's CAMC cost along with taxes and duties on receipt of valid bills/Invoices from the contractor and also upon confirmation of satisfactory performance for the period by the employer. The contractor shall submit bills/invoices duly signed through NMDC E-measurement portal and Vendor Invoice Management System (VIMS) and recommended by the Engineer-in-charge along with copy of signed maintenance report. Taxes as applicable will be deducted from the bills. The payment will be released online vide NEFT/RTGS within 30 days of submission of the bill, duly complete in all respect.

c. 100% payment of quarterly amount due, will be made through RA bills after deducting TDS and on completion of work as per scope of work as certified by the Engineer In-charge, in case CPG is submitted.

d. Bank Guarantee or (CPG submitted in any other form), will be returned after satisfactory completion of the Contract period.

18. LD Clause (Liquidated Damages) during CAMC period: -

i. Time is an important factor of the contract. It is the responsibility of the Contractor to maintain the weighbridge system during the entire contract period and make timely quarterly visit as per schedule/ instruction of engineer in charge failing which liquidated damage @ 0.5% on that particular quarter cost where delay happened will be levied for each week of delay or part thereof with maximum of 5(Five) % of that particular quarter cost for delay or unattended quarterly visit.

ii. **During Breakdown:** In case of not attending emergency visit within 36 hours of the breakdown being reported to the contractor, LD @ 0.5% per day of value of the Yearly value of the work order excluding GST shall be levied per instance of delay maximum upto 10% of the particular yearly value of the work order. There is no limit allowed for the number of breakdown calls during the CAMC period. NMDC reserves the right to carry out the work through Risk Purchase of the supplier (all cost to be borne by the supplier).

- iii. LD for clause (i) & (ii) are independent of each other and are applicable separately and concurrently subject to total maximum limit of 10 % (Ten percent) of the total CAMC charges (excl. taxes) for three years. GST shall be applicable on the LD amount.

20. VALIDITY:

The submitted offer should be initially kept valid for **180 days** from the date of tender opening and to be extended for further period if necessary.

21. 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.

22. 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.

23. PRICE/PURCHASE PREFERENCE:

As the tendered quantity is divisible in nature, Price/ purchase preference as per guidelines issued by Government of India is applicable subject to satisfying the provisions in the guidelines. Necessary details for such preference in the guidelines are to be forwarded for examination.

24. 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 without any discussions / correspondence with the tenderer.

25. 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.

26. SETTLEMENT OF DISPUTES:

A. APPLICABLE LAW:

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

B. AMICABLE SETTLEMENT:

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.

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.

C. CONCILIATION:

- I. 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
Upto Rs. 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 lakhs

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 disputed amount has not been quantified / indicated, administrative fee will be Rs. 65,000/-

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. 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, except 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 Matter

s, 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 - 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. VII below 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 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

ng 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.

VII. 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.

VIII. 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.

IX. 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.

X. "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.

XI. 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.

XII. 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.

XIII. 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%.

27. CONFIDENTIALITY:

The parties to the agreement i.e., NMDC Ltd., and the successful bidder shall not either during the term or after expiry of the validity of the agreement disclose any proprietary and confidential information relating to the Acceptance of Tender/ Agreement and the services without the prior written consent of either party.

28. 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.

29. LIMITATION OF LIABILITIES:

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

- a) The supplier/contractor shall not be liable to the employer, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs AND
- b) The aggregate liability of the supplier/contractor to the employer, whether under the contract, in tort or otherwise including the cost of repairing or replacing defective equipment, shall not exceed the 100% (hundred percent) of the contract price plus escalation if applicable as per contract, provided that this limitation shall not apply to any obligation of the contractor to indemnify the employer with respect to copyright, patent infringement, workmen compensation and statutory liabilities in general that the employer may be required to additionally bear due to default of the supplier/contractor.

30. DEVIATIONS:

- No deviation in technical specifications offered is permitted.
- No deviation in ADDITIONAL TERMS & CONDITIONS is permitted. However, for exceptional reasons if any deviation is felt necessary by the firm, it must be clearly indic

ated along with reasons. Acceptance of deviations is strictly at the discretion of NMD C.

31. PREFERENCE TO MAKE IN INDIA:

“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 **(Format enclosed below in Annexure-III)**, duly sealed and signed by authorized person in Part B. **IN ABSENCE OF SELF-CERTIFICATE REGARDING LOCAL CONTENT DECLARATION THE OFFER WILL BE LIABLE FOR REJECTION.**

32. SECURITY DEPOSIT:-

Successful bidder(s) should deposit security deposit to NMDC Ltd @ 5 % of the Contract value within 30 days of PO towards satisfactory performance 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 **(Format enclosed at Annexure-V)** (including e-BG) for delivery period + 3 months claim period.
- b. Bidders can 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 - **SECURITY DEPOSIT/CPG**
- 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

In case the bidder does not agree to submit Security Deposit as stipulated in the tender conditions, their offer shall be rejected, except for the Bidders, who have got exemption for submitting the Security Deposit as per Government guidelines.

In case the materials are supplied as per PO quantity and received **within 30 days** of PO, the security deposit **shall be exempted.**

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.**

33. PERFORMANCE BANK GUARANTEE (PBG)

PBG @ 10% of contract 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 **(Format enclosed below in Annexure-VI)** from any Nationalized Indian Bank/Scheduled commercial bank (except Co-operative and Gramin Bank) including a foreign bank having a branch in India in the form of Bank Guarantee (including e-BG) valid for warranty period + 3 months claim period. .

In 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.

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.

34. CONTRACT PERFORMANCE GUARANTGEE (CPG): A separate BG @ 5% Contract value of CAMC shall be taken in addition to PBG towards performance guarantee of the equipment. This BG shall be returned to the supplier only after the completion of contract period (CAMC) plus 03 months grace period upon confirmation of satisfactory performance of the contract.

35. 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 by submitted **(Format enclosed below in Annexure-III).**

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

36. DOCUMENTS REQUIREMENT:

ONLY THE DOCUMENTS/INFORMATION AS SOUGHT IN THE TENDER ARE REQUIRED TO BE UPLOADED BY THE BIDDERS. The bidders are kindly requested **NOT TO UPLOAD** irrelevant documents that are not requested by tenderer (for e.g., company profile, copy of pan card, Aadhar card, ISO certificate, GST registration certificate, financial statements (balance sheet), bank account details/cancelled cheque, multiple P.O copies, uploading of same document multiple times etc.

37. PENALTY:

- 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 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, liquidity 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

it (ITC) can be availed by NMDC against these levies. Any decrease in taxes and duties during the extended period will be availed by NMDC.

38. 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 **(Format enclosed below in Annexure-VII)**

1. **CHILD LABOUR:** The Company should not use child labour as defined by local law.
2. **FORCED LABOUR:** The Company shall not use any involuntary or forced labour.
3. **HEALTH AND SAFETY:** The Company shall provide safe and healthy work environment.
4. **FREEDOM OF ASSOCIATION:** The Company shall recognize and respect the workers right of freedom of association and freedom of expression.
5. **DISCIPLINARY PRACTICES:** The Company shall not use corporal punishment or other mental or physical disciplinary actions.
6. **WORKING HOURS:** The Company shall adopt working hours, which do not require workers to work more than 48 hours in the normal work week. Worker must be allowed at least one day off in every normal seven-day work week.
7. **REMUNERATION:** The company shall pay wages and benefits and provide Compensation for over time consistent with local laws.

39. CONSIGNEE DETAILS:

The successful tenderer is required to submit Tax invoice along with supply of material as per address mentioned in the Consignee Details with correct **GST No. 29AAACN7325A1ZR.**

Contact details for communication are

- (1) Name: M/s. NMDC Ltd., Phone No.08395-274630, **(Email Id: diommaterials@nmdc.co.in)**
- (2) Name: Shivnath Hansda, Dy. Manager (Materials), Mobile No. 8002629722**(Email Id: Shivnath.h@nmdc.co.in)**
- (3) Name: Dipti Ranjan Prusty, Sr. Manager (Elect.) Plant Mobile No.9449147533 **(Email Id: drprusty@nmdc.co.in)**

Note: All the Bidders are kindly requested to confirm acceptance of all tender terms and conditions on their letter head duly sign and seal and upload the same along with the offer. Deviations, if any, shall be clearly mentioned.

SPECIAL NOTE FOR MSE VENDORS:-

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

Signature of Bidder with Seal

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---