

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	13-03-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	13-03-2026 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	Bacheli Comlex
कुल मात्रा/Total Quantity	670
वस्तु श्रेणी /Item Category	2200028458, Belt scale , 2200028457,controller with digital mapping , Installation and commissioning of belt scale and controller with digital mapping , AMC for first year for belt scale and controller with digital mapping , AMC for second year for belt scale and controller with digital mapping , AMC for third year for belt scale and controller with digital mapping , AMC for forth year for belt scale and controller with digital mapping , AMC for fifth year for belt scale and controller with digital mapping
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	2200028458,BELT SCALE
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Tailor Scale, V - Belts - Endless V - Belt for Industrial Purposes as per IS 2494, ADHD Scale, Electronic Weighing Scales, Belt Trainer, Timing Belt, Electronic Baby Weighing Scale - RBSK, Metric Steel Scales (V3) Conforming to IS 1481, Polarimeter, Belt Oil skimmer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> <li>V - Belts - Endless V - Belt for Industrial Purposes as per IS 2494</li> </ul>
बीओक्यू शीर्षक /BOQ Title	Belt scale with controller
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

<b>बिड विवरण/Bid Details</b>	
<b>विक्रेता से मांगे गए दस्तावेज़/Document required from seller</b>	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),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
<b>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?</b>	No
<b>बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension</b>	5
<b>दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended</b>	10
<b>ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count</b>	2
<b>बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled</b>	No
<b>बिड का प्रकार/Type of Bid</b>	Two Packet Bid
<b>प्राथमिक उत्पाद श्रेणी/Primary product category</b>	2200028458, Belt scale
<b>तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation</b>	4 Days
<b>निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>मूल्यांकन पद्धति/Evaluation Method</b>	Total value wise evaluation
<b>मध्यस्थता खंड/Arbitration Clause</b>	No
<b>सुलह खंड/Mediation Clause</b>	No

#### ईएमडी विवरण/EMD Detail

<b>एडवाइजरी बैंक/Advisory Bank</b>	State Bank of India
<b>ईएमडी राशि/EMD Amount</b>	545691

#### ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required

No

(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 :**

BADE BACHELI

NMDC LIMITED BADE BACHELI DISTRICT: DANTEWADA STATE: CHATTISGARH,PINCODE-494553

(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.

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

## 2200028458, Belt Scale

**(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

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	N.S. Manu	494553,NMDC LIMITED, BACHELI COMPLEX	23	180

**2200028457,controller With Digital Mapping**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	N.S. Manu	494553,NMDC LIMITED, BACHELI COMPLEX	12	180

**Installation And Commissioning Of Belt Scale And Controller With Digital Mapping**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	N.S. Manu	494553,NMDC LIMITED, BACHELI COMPLEX	35	180

**AMC For First Year For Belt Scale And Controller With Digital Mapping**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	N.S. Manu	494553,NMDC LIMITED, BACHELI COMPLEX	120	180

**AMC For Second Year For Belt Scale And Controller With Digital Mapping**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	N.S. Manu	494553,NMDC LIMITED, BACHELI COMPLEX	120	180

**AMC For Third Year For Belt Scale And Controller With Digital Mapping**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	N.S. Manu	494553,NMDC LIMITED, BACHELI COMPLEX	120	180

**AMC For Forth Year For Belt Scale And Controller With Digital Mapping**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	N.S. Manu	494553,NMDC LIMITED, BACHELI COMPLEX	120	180

**AMC For Fifth Year For Belt Scale And Controller With Digital Mapping**

(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**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**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	N.S. Manu	494553,NMDC LIMITED, BACHELI COMPLEX	120	180

**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 contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases 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  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , 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. **Scope of Supply**

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

## 3. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

## 4. **Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

## 5. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

## 6. **Generic**

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

## 7. **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.

## 8. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

## **ANNEXURE-III**

## **ADDITIONAL TERMS & CONDITIONS (ATC)**

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

Any person registered with GeM and submitting the tender shall be deemed to have

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

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

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

**1. EARNEST MONEY DEPOSIT (EMD):-** Your Tender must be accompanied by EMD as appearing in EMD section of GEM Bid which can be submitted in the following modes only:-

**a)** Online transfer through SB collect.

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

1. Visit [www.onlinesbi.sbi](http://www.onlinesbi.sbi) / <https://www.onlinesbi.sbi/sbcollect/icollecthome.htm> - PSU Public Sector
2. Click on **SB Collect**
3. **Tick** the terms acceptance box and Click on **Proceed**
4. On State Bank Collect Page Select State - **Chhattisgarh** and Select Type of Corporation - **PSU** then Click on **GO button**
5. Select PSU- **National Mineral Development Corporation** and **Submit**
6. Select the **Payment Category of Bachel Complex**
7. Fill the **details** on the Details of Payment Page and Submit
8. Select the payment **Method** in the given List
9. Complete the payment process
10. **Receipt of the EMD payment will be generated which is to be uploaded in the bid.**

**OR**

**b)** In the form of a Bank Guarantee of equivalent amount drawn from any Nationalized bank / scheduled commercial bank in India, in a prescribed format enclosed (**Annexure-VII**) herewith and favoring NMD C. BG should be valid for a period of six months from the date of submission of your offer.

1. The bidder shall forward the original EMD BG to "HOD (Materials), NMDC BIOM Bachel Complex-4 94553, C.G. so that it can reach us within 10 days from the date of final technical bid opening otherwise your offer will be "Rejected" for issuance of BG kindly note our Bank details which is as follows:-
2. Scanned Copy of BG towards EMD shall be uploaded in the bid.

**Bank Name # State Bank of India, NMDC's**

**IFSC Code SBIN0003183,**

**Branch : Bachel - 494 553, Dist. Dantewada (CG)**

OR

c) **Demand Draft (DD):-** In the form of Demand Draft (DD) of equivalent amount drawn from any Nationalized bank/ scheduled commercial bank in India and favoring NMDC. The supplier shall forward the DD to “DGM) Materials, NMDC BIOM Bachel Complex-494553, C.G.” Scan copy of DD shall be uploaded along with bid. However, Original copy of DD must reach us within 10 days from the date of final technical bid opening else their offer will be liable for rejection.

d) Tenderer of Micro & Small Enterprises (MSEs) **registered with UDYAM** will be exempted from payment of Earnest Money Deposit against submission of documentary proof of such registration certificate as a manufacturer for the tendered items/ item category/group under **UDYAM** Registration. **Traders /Dealers have to submit EMD, only MSE manufacturers for their own make/manufactured items EMD are exempted.**

e) EMD Exemption is being extended to following firms only (As Per GOI Guidelines and GeM Provisions, on submission of documentary proof of such registration certificates):

- i. Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product or Service.
- ii. Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT),
- iii. KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar registered firms .
- iv. Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies and holding valid Vendor Assessment Report or Vendor Assessment Exemption Report / confirmation.
- v. Sellers / Service Provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s).
- vi. Sellers / Service Providers holding valid BIS License.
- vii. Central / State PSUs.
- viii. Seller / Service Provider registered with designated Agency / Authority as specified in the bid document by the Buyer.

f) EMD submitted in any other format/mode other than specified above shall not be acceptable.

g) Without EMD the tender will be summarily rejected.

h) EMD exemption shall be applicable as per GEM PROVISIONS.

2. **Bidders shall submit complete technical specifications (including brochure if available) along with offer.**

3. **PRICE:-**Prices should be firm and fixed without any variation factor/adjustment and valid for acceptance for a period of **180 days** from due date of tender opening. **The price basis should be FOR Destination only** i.e. Material has to be supplied up to NMDC Ltd.,Bailadila Iron Ore Mines, Deposit - 5, 10&11A, Bachel Complex, Bachel - 494553, Dist. Dantewada.

4. **TAXS &DUTIES:- Standard Taxes, Duties & Levies Etc.:** All the GST Rules

es and Regulations notified/ Amended time to time are applicable to this tender.

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

**A)** For supply part:- 90% amount along with full taxes and duties is payable against delivery of material and also after receipt and acceptance of materials on submission of original invoices, warranty certificate, PDI certificate & SD and Balance 10% amount is payable after completion of successful Installation & commissioning report on submission of performance bank Guarantee as applicable, through our VSS Portal.

**B)** For AMC:- 100 % Payment along with all the taxes and levies will be released on quarterly basis within 30 days after completion of corresponding AMC period on submission of invoice, service report & certificate from Engineer-In-Charge for AMC, through our VSS Portal (AMC Charges will be paid quarterly)

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

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

Ø Firm's Name & Full Address

Ø GST No. with a Copy

Ø PAN No. with a Copy

Ø Udyam Aadhar Registration No. with a Copy, If applicable

Ø Bank Details with a cancelled Cheque Copy

Ø Valid E-mail I'd (It will be used for all future transactions with the vendor & NMDC and OTPs will be shared in this mail only).

Ø Valid Mobile No. (It will be used for all future correspondence).

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

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

**6. DELIVERY PERIOD :-** The delivery period mentioned in bid document is tentative. Kindly offer your

ur shortest delivery period. Delivery Period quoted should be definite and guaranteed. Failure to supply the material in time will attract penalty as per penalty clause. **Please Quote minimum delivery period**. If no delivery period is quoted by firm, then GeM bid delivery should be applicable & binding.

7. **BANK CHARGES** :- The supplier should bear all types of Bank charges.
8. **PLACE OF DELIVERY** :- The item shall be supplied on **FOR-Destination** (CSD Bachel/CSD Hill Top) basis at **NMDC Ltd., Bailadila Iron Ore Mines, Bachel Complex, Post - Bachel - 494553, Dist. Dantewada, C.G State.**
9. **LIQUIDATED DAMAGES (LD)**:- In the event of placement of order, should the Supplier **fail to deliver** the **Materials** in full within the delivery date the Corporation reserves the right to levy the LD on the Supplier @ 0.5 % for each week or part thereof for undelivered portion but not exceeding 5 % of the order value.

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

10. **SITE VISIT :- Site visit by the tenderer prior to the submission of the tender is mandatory and the tenderer must enclose a copy of certificate of site visit issued by the NMDC officials.**

**Contact concern officer name mentioned as below for obtaining site visit certificate:**

**Swatantra Kumar-Sr.Mgr(Electrical)Plant**

**Mobile no.09109774457,07275657907**

11. **PERFORMANCE BANK GUARANTEE (PBG) :-** PBG @ 10 % of the Contract value shall be submitted by successful bidder of order placement(format enclosed at Annexure-VIII) with validity for warranty period + AMC period + three months claim period in favour of NMDC Limited, from any Nationalized Indian Bank/ Scheduled commercial bank (except Co-operative and Gramin Bank) including a foreign bank having a branch in India in the form of Bank Guarantee (including e-BG) valid for warranty period + AMC period + 3 months claim period in case if the performance linked with warranty. In the event of placement of an order, should the supplier fail to submit the PBG within 30 days of Dispatch / Acceptance/ Commissioning of materials (as defined in the PO, a penal interest at 12% per annum of the PBG amount shall be charged beyond 30 days i.e. from the 31st day of effective date of Dispatch/ Acceptance/ Commissioning of materials.

The supplier should instruct their banker to forward original Bank Guarantee directly from Bank to NMDC.

12. **SECURITY DEPOSIT (SD)/ PERFORMANCE SECURITY :** 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(format enclosed at Annexure-IX) from any Nationalized Indian Bank/ Scheduled Commercial Bank (except cooperative and Gramin Bank) including a foreign bank having a branch

h in India in either of the following modes:

- a) Demand Draft (DD) / Bank Guarantee (including e-BG) for delivery period + 3 months claim period.
- b) Bank transfer through NEFT / RTGS / SWIFT to NMDC bank account mentioned in tender document. The proof of such transfer / transaction like UTR number / SWIFT copy etc. needs to be submitted to NMDC within 30 days of Order placement.

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.

- 13. GUARANTY/ WARRANTY :-**The offered/supplied **item** shall be **Guaranteed/Warranted** for a period of **30 Months** from date of dispatch of **(OR) 24 months** from the date of **Commissioning/Installation**, whichever is earlier. Against manufacturing defects, bad workmanship, poor quality of material etc. In case of spares the sellers shall be responsible for correctness of the materials to fit into our existing machines.

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

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

GOI Order No. P-45021/2/2017-B.E.-II dtd. 15/06/2017 read with revised Order No. P-45021/2/2017-PP (BE-II) dtd. 16.09.2020 and subsequent amendments/orders, if any shall be applicable to this tender. Bidders are requested to submit the **Self Certificate** regarding Local Content on their Letter Head as per **Annexure-VI**.

- 15. INSTALLATION & COMMISSIONING CHARGES:-** The supplier shall under-take **Installation & Commissioning** of supplied **Equipment** at our site on **Cost** Basis. You have to depute your competent personnel for carrying out the above activity for sufficient period to our Project on receipt of material / on receipt of confirmation from our end.

**The Supplier shall, therefore, be fully responsible for satisfactory Installation & Commissioning and proving Performance Guarantee Parameters** of the **equipment** notwithstanding that he may have been assisted by the Purchaser's authorized representative.

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

## **16. ANNUAL MAINTENANCE CONTRACT (AMC):-**

The annual maintenance contract (AMC) will be for a period of 5 years after completion of the guarantee/ warranty period. The AMC is non-comprehensive in nature and includes service engineer visits as per conditions mentioned below:

General Conditions for Annual maintenance contract:

### **Scope of work:**

In general scope of work shall include, but not limited to the following: and Service Engineer will carry out calibration works of belt scales in OCSL plant during each monthly visit of 10 days (12 visits each year). The detailed method for checking is given below.

- a) The service Engineer has to carry out repair, maintenance and calibration work of total 35 number of belt weighers installed at various locations in OCSL plant Dep5,10&11A.
- b) Inspecting of the weighbridge, checking of the rollers for free symmetric Rotating motion. Leveling of all the rollers in the weighing zone.
- c) Checking of the load cell output.
- d) Checking of the tachogenerator/ speed sensor output.
- e) Checking of the overall calibration of the system.
- f) Drop test/ material check of the system after calibration.
- g) Adjustment of the calibration after taking material checks as per the accepted standard.
- h) The arrangement of the material check is to be done by the NMDC at their cost.
- i) Study of spare utilization and suggest requirement of spares.
- j) Co-ordination with weights & Measure Deptt. Legal metrology (CG) for stamping/ Reverification of belt-scale installed and Calibration weights supplied with the Beltscales.
- k) Stamping/ Reverification is completely in tenderer's scope and the renewal of certificate each year is statutory requirement. The Stamping is to be done without fail.
- l) Renewal/ receipt of authorization license for serving & calibration of belt scale from weights & Measure Deptt. CG every year for at least one service engineer.
- m) Apart from point nos. j,k & l, if requirement for any other statutory approval/ certificate/ license arsis, same will be in the tenderer's scope.
- n) In case of any addition/ replacement of belt scale covered in the contract the stamping of weights & Measure Deptt. (if required) will also be the part of scope of work.

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### **Special Conditions-**

1. The quantity of the work is indicative. The quantity and time period can be extended/ reduced depending upon the requirement.
2. The total time for the given work shall be five years which may be extendable to a period of six months to the rate equal to the last years rate at mutual consent between the corporation and the successful bidder/ contractor.

## **17. LIMITATION OF LIABILITY :-**Except in cases Criminal Negligence of wilful non-Performance or wilful 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 or use

, loss of Production, or loss of profit or interest costs.

**AND**

- (B) The aggregate liability of the Supplier/ Contractor to the employer, whether under the contract, in tort or otherwise including the cost of repairing or replacing defective equipment, shall not exceed the 100 % (Hundred percent) of the contract price plus escalation if applicable as per contract, provided that this limitation shall not apply to any obligation of the contract, to indemnify the employer with respect to copyright, patent infringement, workmen compensation and statutory liabilities in general that the employer may be required to additionally bear due to default of the supplier/contractor.

**18. FORCE MAJEURE CLAUSE :-** If at any time during the continuance of Acceptance of Tender (A/T) , the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war , hostility, acts of public enmity, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or other acts of God, provided notice of the occurrence of any such event is given by either party to the other within TWENTY ONE DAYS from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the contract., and neither party shall have claim for damage against the performance, and deliveries in such cases shall be resumed as soon as practicable after such an event has come to an end or has ceased to exist.

**19. INSPECTION:- 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 days clear advance notice for the consignee to carry out the pre-dispatch inspection. In case if inspection is not carried out within 15 days' notice, the supplier will be informed suitably. To carry out the pre- dispatch inspection, supplier should provide inspection / test certificates of important bought out components to facilitate the pre- dispatch inspection (**PDI**). Hence, automatic waivers of pre-dispatch inspections are not allowed.

**Final inspection of the materials will be carried out at project site after receipt of the materials (even if pre-dispatch inspection is carried out) which will be final & binding.** In case the stores supplied are rejected either fully or partly on account of defects, bad workmanship or other reasons, the supplier will have to arrange for free replacement of the same up to the destination point. The freight and incidental charges for return of the rejected materials will have to be borne by the supplier. In case, rejected materials are not collected after receipt of rejection notice, no liability in respect of loss, damage, deterioration etc. shall lie with the corporation.

**20. OFFER VALIDITY :-** Your offer should be kept **valid for 180 Days** from the date of tender opening & to be extended for further period if necessary.

**21. TRANSPORTATION OF GOODS:** NMDC Limited Bachel Complex is having Rate Contract (RC) with M/s. Associate Road Carriages Ltd (ARC) (Mo.# 96584 64295) and M/s. Balan Transport (Mo No. # 94242 93692) for transportation of goods to our project. Hence, you may preferably book the consignment with the above transporters. However, you may opt your own mode of transportation based on your convenience.

**22. WITHDRAWAL OF TENDER :-** After submission of tender if it is withdrawn before expiry of validity

period, NMDC can take any one or more of following action(s) without notice :-

1. Forfeit of Earnest Money Deposit (EMD).
2. Lodging complaint with NSIC/DGS&D/any other Government departments
3. Removal of supplier's name from the company's approved list of suppliers
4. Raising Incident in GeM Portal and may escalate Incident at discretion of NMDC.

**23. TENDER EVALUATION PROCEDURE :-** Offers will be evaluated ~~Item-Wise~~**Event-Wise (Single Source/Multi Source with/ without Qty. Splitting for uniformity in the products & in view of better Maintenance purpose)** on **FOR Destination Cost basis**.

**24. DEVIATION:** Before submitting your offer/ Bid, kindly read the complete tender document carefully. Submission of offer will be considered as "The Bidder has read, understood & accepted all the technical as well as commercial aspects of the tender document unless otherwise specified". Any deviations on technical and commercial points are required to be brought out clearly in a separate sheet. Acceptance of deviations is strictly at the discretion of NMDC.

Bidder shall clearly state that all the terms and conditions are acceptable and there are no deviations otherwise submit the deviation list, if any.

**25. SETTLEMENT OF DISPUTES :-**

**26.1.1 CONCILIATION:** - Any dispute, question, claim or difference arising out of or concerning this tender/ contract between the parties shall be settled through mutual negotiation by the parties and parties shall make all endeavors to settle this matter amicably. In case such amicable settlements is not possible, the parties shall take recourse to the conciliation proceedings for resolving such dispute, question, claim or differences.

**The Conciliatory Committee shall comprise of the following:-**

- (i) A nominee of NMDC Management - Member (Independent of the officer handling the case)
- (ii) A nominee of the Supplier/ Contractor - Member (Independent of the officer handling the case)
- (iii) Head of Law/ Law officer of NMDC - Member

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

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

**26.2 ARBITRATION:-**

**26.2.1 FOR ALL THE TENDER OTHER THAN GLOBAL TENDERS**

**26.2.1.1** All disputes or differences which may arise between the Owner and Supplier/ Contractor in connection with this Contract (other than those in respect of which the decision of any person is expressed in the Contract to be final and binding) shall, after written notice by either party to the other and to the Chairman cum Managing Director of the NMDC Ltd (who will be the appointing authority), be referred for adjudication to the sole Arbitrator to be appointed as hereinafter provided.

**26.2.1.2** The appointing authority will send within ninety days of receipt of the notice of arbitration a panel of three names of persons, not directly connected with work, to the Supplier/ Contractor who will select any one of the persons named to be appointed as a sole Arbitrator within 30 days of receipt of names. If the appointing authority fails to send to the Supplier/ Contractor the panel of three names, as aforesaid, within the period specified, the Supplier/ Contractor shall send to the appointing authority a panel of three names of persons who shall also be unconnected with the organization by which the work is executed. The appointing authority shall on receipt of the names as aforesaid select any one of the persons named and appoint him as the sole Arbitrator. If the appointing authority fails to select the person and appoint him as the sole Arbitrator within 30 days of receipt of the panel and inform the Supplier/ Contractor accordingly, the Supplier/ Contractor shall be entitled to invoke the provisions of the Indian Arbitration and Conciliation Act 1996 as amended from time to time.

**26.2.1.3** The arbitral tribunal shall give reasons for its award. Each party shall bear its own cost and the cost of arbitration shall be equally borne by the parties. The award rendered in any arbitration hereunder shall be final and binding upon the parties. The parties agree that neither party shall have any right to legal proceedings concerning any dispute under this agreement other than to enforce or facilitate the execution of the award rendered in such arbitration.

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

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

**27. INTEGRITY PACT:-** The format of the Integrity Pact and the certificate to be signed by the Bidder / contractor and to be enclosed along with the offer (As per Annexure-X) and to be submitted/ uploaded in Technical Bid by firm duly signed or e-signed with DSC & sealed by the Authorized person. In case of non-receipt of Integrity Pact, such offers shall be considered as unsolicited and rejected. However, Original INTEGRITY PACT should be reached to us within 10 days from the date of final technical bid opening, otherwise, your offer shall be liable to reject. Format of Integrity Pact along with its completeness is attached at Annexure-X.

The procedure for submission of integrity pact would be as follows

- The Indian bidder should submit the integrity pact on its Company's Letter Head duly signed by the authorized representative on all pages.
- In case of overseas bidder, 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, scanned copy of integrity pact will be downloaded 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

Sl. No.	Name of the External Independent Monitor
1)	<b>Smt. Rajni Sekhri Sibal, IAS (Retd.)</b> Email :- <a href="mailto:rajnisekhrisibal@gmail.com">rajnisekhrisibal@gmail.com</a> ;
2)	<b>Shri. P V Rao, IRS (Retd.)</b> Email : <a href="mailto:pasupuletirao@yahoo.co.in">pasupuletirao@yahoo.co.in</a>

~~28. **MATERIAL TEST CERTIFICATE** :- The supplier shall submit **Material Test Certificate** from Govt. approved Test House **OR** from their laboratories at their cost for supplied materials.~~

~~29. **FITMENT GUARANTEE CERTIFICATE** :- Proper fitment of **offered/supplied items** at **Apron Feeder of Crushing Plant 10&11A** shall be the responsibility of the supplier. In case any problem of fitment you shall depute your personnel to supervise the fitment of the above and shall attend to modifications if any required the fitment **FREE OF COST** basis.~~

~~i. Apart from standard terms of Warranty & Guarantee **shall give Fitment Guarantee Certificate** also.~~

ii. ~~You should supply the spares as **One-To-One replacement, for the existing item** to suit **One-to-One Replacement**.~~

**30. PRICE/PURCHASE PREFERENCES:-** Price/ purchase preferences as per guidelines issued by Government of India are applicable subject to satisfying provisions in the guidelines. Necessary details for such provision in the guidelines are to be forwarded for examination.

~~**31. PRICE FALL CLAUSE:-** "The price charged for the stores supplied under the contract shall in no event exceed the lowest price at which the stores of identical description are sold to any other government department undertaking/ ministry during the period of the contract. If the sale price is reduced to lower than that chargeable under the contract, such reduction shall forthwith be notified to the direct demanding 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 any other government department undertaking/ ministry during the period under contract at a price lower than price charged to NMDC under this contract."~~

**32. BANNING OF BUSINESS DEALING WITH THE TENDERER :-**

For the evaluation of the tenders, NMDC would rely on the documents submitted and declarations made by the tenderer in connection with the tender. Therefore, NMDC expects such documents and declarations to be True and Authentic. In case it is found, at any stage, that the documents submitted and/or the declarations made by a tenderer is/are false, NMDC reserves its right, notwithstanding any other rights/remedies under the terms and conditions of the tender, **to ban business dealings with the tenderer for a period upto TWO YEARS.**

The Corporation also reserves the right to initiate the action, as deemed fit, against the tenderer/ supplier backing out after opening of tenders / failing to supply after award of PO. The action may include debarring the Tenderer / Supplier for a suitable period or Black Listing the firm from NMDC Ltd.

**33. RISK PURCHASE:-** The subletting of contract is not permissible. If the supplier fails to deliver the material within stipulated period due to no fault of the Corporation. The Corporation reserves the right to cancel the order and repurchase the outstanding portion from any source at the risk cost and consequences of the seller.

**34. ORGANISATION CATEGORY :-MSE / NSIC / SSI / NON-SSI / SC/ST firm / Women Enterprise /startup or Others clearly specify.**

**35. COMPLIANCE TO SA8000 :-** Our Company is certified under SA8000 and as such we also expect that your company shall also comply with the SA8000 standards (Optional As per **Annexure-XI**).

**36. BID SPECIFIC AUTHORIZATION CERTIFICATE:-** Bidders are requested to submit the Bid Specific Authorization Certificate along with their offer i.e. OEM Authorization Certificate should contain our Bid No. in the Authorization Certificate that OEM is Authorizing them (the bidder) to participate in the specific Bid other

erwise, offer will be rejected. **In case the authorization letter is not submitted even after clarification, the offer of the bidder (dealer) shall be rejected.** OEM IS EXEMPTED from the submission of Bid Specific Authorization Certificate.

**37. SAMPLE :-** Sample shall be submitted to **DGM(Materials), NMDC BIOM Bachel Complex-494556, CG** indicating GEM Bid No./Date.

**38. DRAWING APPROVAL :-** Drawings for 01 set of Complete IP BASED PA SYSTEM along with their sub-components has been provided. However, **if any dimension is missing in the drawing, Successful Bidder finally shall visit the Site to collect the exact details/technical specifications to develop the drawings for ordered items (if any)** and submit the **developed Drawings** within **21 days from receipt of Purchase Order to NMDC** with providing complete details of **Material** including **Constructions Features, Materials and Complete Technical details** etc. and get it **approved from NMDC** before manufacturing for **ordered items**.

**39. MSE EXEMPTION:-** For **MSE benefits**, bidder shall apply in GEM portal for such Purchase Preference. MSE purchase preference as per Govt guidelines shall be considered only for manufacturers registered with **UDYAM certificate** and not for Traders/Distributors/Dealers/Resellers. In case firm has not opted the same option portal while submission of Bid & falls under the specific category, then no benefit will be extended & tender will be finalized as per available GeM provisions.

**40. BORDER SHARING :-** The Govt. of India Order O.M No: F.No: 6/18/2019-PPD dated 23-07-2020 on border sharing and any other **Border Sharing**: The Govt. of India Order O.M No: F.No: 6/18/2019-PPD dated 23-07-2020 on border sharing and any other orders/ circulars related if any shall be applicable for this tender. r orders/ circulars related if any shall be applicable for this tender.

**41. DENIAL CLAUSE (DC):-** "Since delay in delivery is a default by the seller, the buyer should protect himself against extra expenditure during the extended period by stipulating a denial clause (over and above levy of LD) in the letter informing the supplier of extension of the delivery period. In the denial clause, any increase in statutory duties and/or upward rise in prices due to the PVC clause and/or any adverse fluctuation in foreign exchange are to be borne by the seller during the extended delivery period, while the purchaser reserves his right to get any benefit of a downward revisions in statutory duties, PVC and foreign exchange rate. Thus, PVC, other variations and foreign exchange clauses operate only during the original delivery period".

**42. PURCHASE UNDER OPTION CLAUSE:-** "NMDC reserves the right to increase / decrease the ordered quantity up to 30 % (Thirty) for the required goods without any change in the terms and conditions and prices quoted by the bidder at any time, till final delivery date (or) extended delivery date of the contract, by giving reasonable notice even if the quantity ordered initially has been supplied in full before the last date of the delivery period (or) the extended delivery period"

- 43. Bidder shall submit the copies of PO against PQC along with the offer fulfilling which their offer shall be liable for rejection. No new credentials shall be acceptable after opening of Bid. With regard to Pre-Qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered.** For example, if the bidder has submitted a supply order without its completion/performance certificate, the certificate can be asked for and considered. However, no new supply order should be asked so as to qualify the bidder(As per Annexure-IV). **BIDDERS SHOULD FULFILL THE PQC ,OTHERWISE THEIR OFFER WILL NOT BE CONSIDERED.**
- 44. INTERNAL PERFORMANCE IN PQC:** NMDC reserves the right to verify the internal performance of the earlier supplied similar/ higher capacity equipment, in the assessment period as mentioned in the PQC clause. The internal performance reports obtained from user departments will be preferred over the performance reports submitted by the bidder and the decision of NMDC regarding the techno-commercial evaluation of the offer will be final.
- 45. Please indicate applicable GST rate in “%” for each line items of the bid. The quoted price should be including Freight charges, GST, Packing and Insurance Charges.**
- 46. Bidders shall submit all the necessary documents and technical details in the offer.** Your offer will be evaluated based on the documents submitted by you. Any clarification from the bidder shall be the discretion of the buyer.
- 47.** 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.
- 48.** NMDC does not bind itself to accept the lowest or any tender and may cancel / withdraw the tender without assigning any reason and no claim whatsoever, for any reason arising out of such action, will be entertained by NMDC.
- 49.** During the processing/evaluation of the tender proposals, the tenderer may be required to attend the NMDC's office for discussions/clarifications. Tenderer, on request from the NMDC, shall attend such Tender discussions at their own cost.
- 50.** If the date for any activity indicated in the tender document happens to be a holiday or a non-working day, for any reason, then the next working day will be automatically taken as the date for such activity.
- 51.** The tenderer is advised to attach any additional information about competence, which they think is necessary for their offer. No further information will be entertained after the bid is submitted, unless NMDC calls for it.
- 52.** Bidders shall comply with all Environmental Laws & Contractual Commitments related to Environmental aspects.

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

1. Contact Persons at NMDC:

Email : [blachu@nmdc.co.in](mailto:blachu@nmdc.co.in),

**Mobile: +91-7587876642/9302644393**

2. Contact Person at NMDC:

Email: [priyachoudhary@nmdc.co.in](mailto:priyachoudhary@nmdc.co.in)

Mobile : +91-9479069857

## 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---**