बिड संख्या/Bid Number: GEM/2026/B/8152522

दिनांक /Dated: 15-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	23-10-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	24-10-2026 15:00:00
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	Kirandul Complex
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :kdl_gemprimaryuser@nmdc.co.in Buyer Email id: neetu@nmdc.co.in
कुल मात्रा/Total Quantity	15
वस्तु श्रेणी /Item Category	RING TYPE TAPE INSULATED
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	RING TYPE TAPE INSULATED
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Elastomer Insulated, Unkinkable Flexible Cords (Domestic Type) Marked To IS 9968 (Part 1), PVC Insulated Unsheathed Cable with Flexible Conductor ISI Marked To IS 694, Elastomer Insulated, Unkinkable Flexible Cords (Workshop Type) Marked To IS 9968 (Part 1), Tape Dispensers (V2), Terminal Ends for Aluminium Conductors of Insulated Cables (Compression Cable Lugs) Conforming To IS 8309, PVC Insulated Aluminium Cable Single Core and Multi Core Circular Sheathed with Rigid Conductor ISI Marked To IS 694, Air Break Contactors, Porcelain Insulators For Overhead Power Lines with Nominal Voltage Greater Than 1000 V Conforming To IS 731, Blind flange, Plasticized PVC Tapes with Non-Thermosetting Adhesive for electrical purpose (V2) ISI marked to IS 7809 (Part 3/ Sec1)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Elastomer Insulated, Unkinkable Flexible Cords (Domestic Type) Marked To IS 9968 (Part 1) • Elastomer Insulated, Unkinkable Flexible Cords (Workshop Type) Marked To IS 9968 (Part 1) • PVC Insulated Unsheathed Cable with Flexible Conductor ISI Marked To IS 694

बिड विवरण/Bid Details	
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within **30** days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

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

एमएसई खरीद वरीयता/MSE Purchase Preference

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

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

Single Tender

Single Tender Applicable	Yes
Reason	It will not be in public interest to procure the goods through advertised tender enquiry. Sufficient reasons for the same have been recorded in writing by the competent authority.
List of Seller Organization for participation	Electric Point Corporation

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 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM_No.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.

RING TYPE TAPE INSULATED (15 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

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	Mohammad Mehboob Ullah	494556,NMDC LIMITED, KIRANDUL COMPLEX	15	120

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

2. **Scope of Supply**

   Scope of supply (Bid price to include all cost components) : Only supply of Goods

3. **Purchase Preference (Centre)**

   Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

4. **Purchase Preference (Centre)**

   Purchase Preference linked with Local Content (PP-LC) Policy:

   The bid clause regarding “Preference to Make In India products” stands modified in this bid and shall be

governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as “Non Local Supplier”. The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

5. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS

PR no. 1400013202

FLM File no. NMDC/KDL/ES/EKDL/2026/1310

–

1. **For any Techno-Commercial clarification against this tender, please contact following:**

Name: Smt. Neetu Dewangan

Designation: Manager (Matls)

Email: neetu@nmdc.co.in

Contact No.: 8965931512

Name: Shri. Susheel Gupta

Designation: AGM (Matls)

Email: scgupta@nmdc.co.in

Contact No.: 93290-82511

Name: Shri. Samya Bhookya

Designation: GM (Matls)

Email: bsamya@nmdc.co.in

Contact No.: 94255-91021

2. Quoted price should be firm & fixed for the entire supply/delivery period inclusive of Packing & Forw

arding, Freight, Loading, Unloading & Insurance charges and GST as applicable as per GEM Price For mat on FOR Destination basis to be unloaded at Hilltop Stores, Kirandul (C.G.) which is approximatel y 10KM from Kirandul Main Stores.

3. **This is a single Tender Enquiry.** It has been displayed only for information regarding items bein g procured by NMDC Limited and not for participation of other non-established suppliers of NMDC Limited. Tender of only those firms to whom STE has been addressed will be considered as valid fo r consideration. If any other firm(s) submits their offer against this tender the same will be conside red unsolicited and rejected.

4. **This is a single Tender Enquiry.** Other tenders who are capable of supplying these spares for B IOM Kirandul Complex, Dantewada District, Chhattisgarh State, India as per the Technical Specifica tion may submit their credentials to CGM (Materials), NMDC Limited, Masab Tank, Hyderabad, indi cating tender reference for considering the firms for future tenders, after empanelment of such fir ms as per procedure. This will also be applicable to the firms who have supplied the item to NMDC and their performance is yet to be established in NMDC.

5. **Price fall clause:** The price charged for the stores supplied under the contract shall in no event e xceed the lowest price at which the stores of identical description are sold to any other governmen t 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 dir ect demanding officer (DDO) and stores supplied after the date of coming into force, such reductio n or sale, shall be correspondingly reduced.

The firm shall also certify and submit the below in your letter head duly seal and signed:

"*We certify that the stores of description identical to the stores supplied under the contract herein have no t been sold by us to any other Government department undertaking/ministry during the period under cont ract at a price lower than the price charged to NMDC under this contract".*

6. **WARRANTY:** Standard warranty required as 12 months from the date of receipt & acceptance or 18 mon ths from the date of dispatch, whichever is earlier against any Manufacturing defects, faulty materials and bad workmanship. The warranty should be comprehensive and cover all bought-out items that go in to Ma nufacturing of the item. Any defects noticed during the warranty period shall have to be rectified or materi als replaced at your cost. Materials not confirming to specifications shall be rejected and returned to the s upplier at their risk and cost.

7. **AUTHORIZED DEALERSHIP CERTIFICATE:** Other than OEM, prospective bidders should have OEM authoriz ation and the credentials of same to be submitted along with the offer failing which your offer shall be liabl e for rejection. Bidders are requested to provide the email and contact no. of the OEM in Authorization cert ificate itself for verifying it with the OEM.

8. **INSPECTION:** - Final inspection of the materials shall be carried out at our Project site after receip t of the materials (even if pre-dispatch inspection is carried out) which will be final & binding. In ca se 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 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 within 30 days after receipt of rejectio n notice, no liability in respect of loss, damage, deterioration etc shall lie with the corporation. Gro und rent will be charged. After reasonable period the material will be disposed off without making any back reference.

9. **Delivery Period:-** The indented items are required urgently at our Project. You are requested to quote the shortest delivery period in your offer. In case delivery period is not mentioned by the bid der, the delivery period mentioned in GEM Bid will be applicable.

10. **BIDDERS FROM COUNTRIES SHARING LAND BORDER WITH INDIA:** "The Govt. of India Ord er O.M No: F. No: 6/18/2019-PPD dated 23-07-2020 w.r.t the bidders from countries sharing land b order with India and any other orders/ circulars related if any shall be applicable". Bidders are req uired to adhere to the same.

Please furnish the details as per **Annexure- 1.**

ANNEXURE-1

CERTIFICATE OF CONFORMANCE TO BORDER SHARING CLAUSE

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border w ith India, we certify that, bidder M/s (Name of Bidder) is:

i). Not from such a country [ ]

ii). If from such a country, has been registered with the [ ] Competent Authority.

(Evidence of valid registration by the Competent Authority shall be attached)

(Bidder is to tick appropriate option (√ or X) above).

We hereby certify that bidder M/s_____(Name of Bidder) fulfills all requirements in this regard and is eligi ble to be considered against the tender.

Place: Signature of Authorized Signatory of Bidder

Date: Name:

11. **Payment terms:** 100% Payment with full applicable Taxes shall be released after receipt & accep tance of materials within 30 days through RTGS on upload of invoice in NMDC VIM portal.
12. As part of NMDC's commitment towards having more transparent & automated bills payable proce ssing, NMDC has developed Vendor Invoice Management (VIM) Portal an advanced digital solution for Invoice Processing. Bidders have to register themselves in Vendor Self Service Portal https://vi m.nmdc.co.in/velocious-portal-app/ which facilitate Vendors to submit invoice through Web Portal. It is mandatory for vendors to submit their invoices through Vendor Invoice Management Portal for payment processing.

For creating the vendor code, all the bidders are required to submit the followings documents along with t heir offer:

1. GSTIN Certificate
2. Certificate of Incorporation
3. PAN Card Copy
4. UDYAM Registration, if applicable
5. Bank Mandate form (Sealed & signed)
6. Bank Details with cancelled Cheque Copy
7. Valid Email ID (It will be used for all future transactions between NMDC & bidder)
8. Valid mobile no (It will be used for future correspondence)

13. "NMDC has registered with M/s RXIL, M/s Invoicemart (A. TReDS Ltd), M/s M1Exchange, M/s C2TRe DS & M/s KredX Portals for releasing MSE vendor's payment through TReDS portal. All MSE vendor s are requested to register on any one of the portals to release payment through TReDS Portal.

    In case any MSE vendor is not willing to process their payment through TReDS portal, that vendor should confirm non willingness. In such case, payment will be released as per NMDC standard pay ment terms".

14. **Issue of E-Invoices:** It is mandatory to issue E-invoice whenever the turnover of your company e

xceeds rupees five crores. Hence you are requested to submit E-invoice when turnover exceeds fiv e crores. In case, E-invoice is not applicable, then please submit turnover certificate without fail.

15. **LIQUIDATED DAMAGES (LD):** In the event of placement of an order, the Supplier fails to deliver t he stores in full or part thereof within the delivery date the corporation shall reserves the right to l evy penalty on the Supplier @0. 5% of the basic price of undelivered stores per each week or part thereof but not exceeding 5% of the value of such materials.

16. After publishing of tender in GeM portal, if prospective bidders want to submit any representation/ clarification/request against the GeM tender, the same can be submitted in GEM Portal through GE M representation window within the stipulated time period. Any representation/clarification/request through email against the GeM tender shall not be entertained except request for tender opening date extension which will be at the discretion of NMDC due to a dministrative reasons.

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

(Example: if the Permanent Account Number, registration with sales tax/ VAT has been asked to be submit ted and the tenderer has not provided them, these documents may be asked for with a target date as abo ve). So far as the submission of documents is concerned with regard to qualification criteria, after submissi on 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.

18. Bidders have to submit the signed and stamped copy of the technical specification document (uplo aded in bid document) along with their offer. Any deviations on technical and commercial points ar e required to be brought out clearly in a separate sheet.

19. The corporation reserves the right to reject or accept any tender in part or full without assigning a ny reasons, or place order for part of full quantity. The corporation also reserves the right to load o n various parameters in case of deviations from the tender condition at rates deemed fit without a ny discussions/ correspondence with the tenderer.

20. NMDC is having rate contract with M/s. ARC (M.no. 9685464295) & M/s. Balan Transport (M.no. 942 4293692) for transportation of goods to our project. Hence you may preferably book the consignm ent with the above transporters.

21. Please indicate applicable GST rate in “%” for each line items of the bid. The quoted price should b e including Freight charges, GST, Packing and Insurance Charges.

22. **SETTLEMENT OF DISPUTES:** All disputes or differences arising out of or in connection with this t ender / order shall be subject to the exclusive jurisdiction of Dantewada/Jagdalpur courts.

2.1 CONCILIATION:

Any dispute, question, claim or difference arising out of or concerning this tender/ contract between the pa rties shall be settled through mutual negotiation by the parties and parties shall make all endeavors to set tle 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 provision of the Ar

bitration and Conciliation Act 1996. The venue of the conciliation shall be at Dantewada. The settlement so arrived at final conciliation shall be binding on both the parties and will not be called in question before an y court or forum whatsoever.

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

2.2 Arbitration:

2.2.1. FOR ALL THE TENDERS OTHER THAN GLOBAL TENDERS

2.2.1.1 All disputes or differences which may arise between the Owner and Supplier/ Contractor in connec tion with this Contract (other than those in respect of which the decision for 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 HOP of th e NMDC Ltd, Kirandul Complex, Kirandul (who will be the appointing authority), be referred for adjudication to the sole arbitrator to be appointed as hereinafter provided.

2.2.1.2 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 an y one of the persons named to be appointed as a sole Arbitrator within 30 days of receipt of name. If the a ppointing authority fails to send to the Supplier/ Contractor the panel of three names, as aforesaid, within t he 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 appoin ting 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 Suppli er/ Contractor shall be entitled to invoke the provisions of the Indian Arbitration and Conciliation Act 1996 as amended from time to time.

2.3.1.3 The arbitral tribunal shall give reasons for its award. Each party bear its own cost and the cost of ar bitration shall be equally borne by the parties. The award rendered in any arbitration hereunder shall be fi nal and binding upon the parties. The parties agree that neither party shall have any right to legal proceedi ngs concerning any dispute under this agreement other than to enforce or facilitate the execution of the a ward rendered in such arbitration.

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

2.3.3

2.3.3.1. Arbitration between a Central Public sector undertaking of the Government of India (not under the Ministry of Steel) and the Employer shall be as per the guidelines of Ministry of Heavy Industries and Public Enterprises, Government of India.

2.3.3.2. Arbitration between a Central Public Sector Undertaking of the Government of India under the Mini stry of Steel, Government of India and the Employer, shall be as per the guidelines of the Ministry of Steel.

2.3.4. The further progress of any work under the contract shall unless otherwise directed by the Owner/ E ngineer continues during the arbitration proceedings and no payment due or payable by/ to the Owner sha ll be withheld on account of such proceedings. It shall not be open to arbitrator to consider and decide wh ether or not such work shall continue the arbitration proceedings.

2.3.5. The laws applicable to the Contract shall be the laws in force in India. The Courts of Dantewada, Chh attisgarh (State) shall have exclusive jurisdiction in all matters arising under this Contract.

23. **LIMITATION OF LIABILITIES:** Except in cases of criminal negligence of will full non- performance or will full default,

    a. The supplier/contractor shall not be liable to the employer, whether in contract, or otherwise f or any indirect or consequential loss or damage, loss of production, loss of use, or loss of profit s 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’s, shall not exceed the 100% (hundred percent) of the contract price plus escalation if applicable as per co

ntract, provided that this limitation shall not apply to any obligation of the contractor to indem nity 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 d efault of the supplier/contractor.

24. **BANNING OF BUSINESS DEALING: -** For the evaluation of the tenders, NMDC would rely on the documents submitted and declarations made by the tenderer in connection with the tender. There fore, 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 fa lse, NMDC reserve its right, notwithstanding any other rights/ remedies under the terms and condi tions of the tender, to ban business dealing with the tenderer for a period upto two year.

25. **Force Majeure Clause:**

· If at any time during the continuance of the Purchase Order, the performance in whole or in pa rt by either party or any obligation under this Purchase Order is prevented or delayed by reason of any war, hostility, acts of public enmity, civil commotion, sabotage, fires, floods explo sions, 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 DAYS from the date of occurrence thereof.

· Neither party shall by reason of such event be entitled to terminate this Purchase Order and n either party shall have claim for damage against the performance and deliveries in such cases s hall be resumed as soon as practicable after such an event has come to an end or has ceased t o exist.

26. **COMPLIANCE TO SA8000: -** Our Company is certified under SA8000 and as such you are require d to confirm your company is complying with the SA8000 standards as per Annexure-I.

Annexure-2

Standard Requirements for SA8000

· The Supplier/contractor shall comply with all requirements of SA 8000:2014 related to Child Labour, F orced and Compulsory Labour, Health& Safety, Freedom of Association & Right to Collective Bargainin g, Discrimination, Disciplinary Practices, Working Hours and Remuneration.

· The Supplier/Contractor is obliged to comply with the applicable legal systems in force. In particular, t he Supplier/Contractor shall not engage, actively or passively, nor directly or indirectly any child labou r (persons below 14 years of age) and shall not violate basic human rights of its employees. Moreover, the Supplier shall take responsibility for the health & safety of its employees. The Supplier shall act in accordance with the applicable environmental laws and will use best efforts to promote the Code of Co nduct among its Suppliers.

· The supplier/contractor shall meet the legislations related to working hours, minimum wages and pay ment of wages.

· NMDC Limited or any third party on behalf of NMDC Limited shall have the right to visit the supplier/c ontractor premises to ensure compliance with SA 8000:2014 requirements with or without any intimati on.

· In addition to other rights and remedies NMDC Limited may have, NMDC may terminate the work ord er and/or any purchase order issued there under in case of breach of SA 8000:2014 related obligations by the Supplier/Contractor. However, provided that if the Supplier’s/Contractor’s breach of contract ca n be rectified, then NMDC Limited’s right to terminate the work order and/or any purchase is subjected to the provision that such breach has not been remedied by the Supplier within a reasonable grace per iod set by NMDC Limited.

· Supplier/Contractor shall ensure that its direct and indirect subcontractors employed to perform the w orks commit themselves to the SA 8000:2014 requirements.

The Supplier/Contractor shall:

a) Give the highest regard to Employee Health & Safety (EHS) to avoid any injury to any person and willful damage to any property;

b) Ensure that the management of EHS is an integral and visible part of its work planning and execution

processes;

c) Strive for continuous improvement of its EHS performance;

d) Obtain B.I.O.M Kirandul Complex, NMDC Limited’s IMS policy, understand and implement the applicable content of this policy;

e) Monitor and evaluate its safety performance to effectively take such actions as appropriate to rectify or improve its overall safety performance;

f) Ensure that it complies with all applicable EHS laws and any EHS requirements of NMDC Limited in force from time to time.

g) Ensure that in case NMDC Limited produces a safety and health documentation for the site (Occupational Safety Plan) and provides Supplier with a copy of the Occupational Safety Plan, Supplier shall confirm receipt thereof in writing and comply with the regulations contained therein. The same shall apply to updates of the Occupational Safety Plan which NMDC Limited may make as it deems necessary. Supplier shall ensure that its direct and indirect subcontractors employed to perform the works commit themselves to the Occupational Safety Plan and its updates. The supplier shall commit to this clause to avoid any injury to any persons who are legally on the work site including its own personnel, NMDC Ltd.’s personnel and visitors.

27. **Environment:** Bidders shall comply with all Environmental Laws & Contractual Commitments related to Environmental aspects.

28. Checklist for list of documents to be submitted is attached at ATC which is to be duly filled & uploaded along with offer by the bidder.

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

.

6. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and

published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.

8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. 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 catalogues 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. 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.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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---