बिड संख्या/Bid Number: GEM/2026/B/8076445

दिनांक /Dated: 25-09-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	15-10-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	16-10-2026 11:00:00
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: danveer.dewangan@nmdc.co.in
कुल मात्रा/Total Quantity	45
वस्तु श्रेणी /Item Category	2200000977 SMART BOARD include Projector, IR White , 2200058490 PC i513420H/16GB/1TB/WIN7/OFFICE24
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Desktops
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Entry and Mid Level Desktop Computer, High End Desktop Computer, Currency Counting Machine (V2), Office Productivity Suite Software, Electronic Calculator (V2), Label Printer / Barcode Printer, Firewall (V4), Receipt Printer (V3), Tape Dispensers (V2), Computer Motherboards
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• High End Desktop Computer • Pin Up Notice Board (V2) • Electronic Lectern System
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	5

बिड विवरण/Bid Details	
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	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	2200000977 SMART BOARD include Projector, IR White
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	Item wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
Schedule 1 ईएमडी राशि/EMD Amount (In INR)	8983
Schedule 2 ईएमडी राशि/EMD Amount (In INR)	38480

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). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c).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.

(d).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

GM
BIOM KIRANDUL COMPLEX, NMDC Limited, SOUTH BASTAR DANTEWADA 494556
(Hod Material)

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.

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.
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.

मूल्यांकन विधि(मदवार मूल्यांकन विधि) / **Evaluation Method** (Item Wise Evaluation Method)

Contract will be awarded schedule wise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

मूल्यांकन अनुसूचियां / **Evaluation Schedules**	वस्तु/श्रेणी / **Item/Category**	मात्रा / **Quantity**
Schedule 1	2200000977 Smart Board Include Projector, Ir White	5

Schedule 2	2200058490 Pc I513420h/16gb/1tb/win7/office24	40

2200000977 SMART BOARD Include Projector, IR White (5 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	5	150

2200058490 PC I513420H/16GB/1TB/WIN7/OFFICE24 (40 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	40	150

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. **Generic**

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

3. **Generic**

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

4. **Scope of Supply**

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

5. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS

File No - 1100003367

1. **Quoted price should be firm & fixed for the entire supply/delivery period inclusive of Packing & Forwarding, Freight & Insurance charges and GST as applicable as per GEM Price Format on FOR Destination basis to be unloaded at Hilltop Stores, Kirandul (C.G.) which is approximately 10KM from Kirandul Main Stores.**
2. **Mandatory Documents to be submitted:**

a) **Bidder must upload the complete technical specifications on their company letterhead, clearly mentioning the offered Make and Model, duly signed and stamped.".**

b) **"Bidder must upload a signed and stamped undertaking confirming unconditional acceptance of all terms and conditions stipulated in the attached Additional Terms & Conditions (ATC) document."**

c) **Bidder must submit the requisite EMD as specified in the bid, or valid exemption certificates (e.g., MSE / Udyam / Startup registration) and mandatory supporting documents; failure to furnish the same shall render the bid liable for outright rejection without any further correspondence or clarification.**

*** Failure to submit the aforementioned documents may result in the rejection of your offer.**

3. **Earnest Money Deposit (EMD):**

   Your Tender must be accompanied by **EMD of Rs. 47,463/-.** However, since item wise/ Schedule wise evaluation is proposed the proportionate EMD wrt. estimated value shall be applicable as per Gem guidelines. Bidders are requested to submit the EMD in the following modes only: -

a. Online transfer through Bank.

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

1. Visit **www.onlinesbi.sbi**
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 Kirandul 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.**

b. In the form of **a Demand Draft (DD)/ Bank Guarantee of equivalent amount drawn from any Nationalized bank / scheduled commercial bank in India**, in a prescribed format enclosed (Annexure III) herewith and favouri ng NMDC. BG should be valid for a period of six months from the date of submission of your offer. The supplier shall forward the original EMD BG to "GM (Materials), NMDC BIOM Kirandul Complex-494556, C.G." Copy of EMD BG shall be uploaded in the bid. The original BG/ DD shall reach the BIOM Kirandul office within 2 weeks from the date of bid opening.

Details of NMDC Account for preparation of BG:-

Account Name: NMDC LIMITED, Kirandul Complex,

Account No:10727544113,

IFSC code no: SBIN0002866,

Name of Banker: State Bank of India, Kirandul.

c. **In the form of an Insurance Surety Bond (ISB) issued by an insurance company registered with the Insu rance Regulatory and Development Authority of India (IRDAI) as per Annexure (Proforma including inst ructions for furnishing Insurance Surety Bonds are attached as Annexure - V).** The supplier shall forward t he original EMD ISB to "GM (Materials), NMDC BIOM Kirandul Complex-494556, C.G." Copy of EMD ISB shall be uploa ded in the bid. The original ISB shall reach the BIOM Kirandul office within 2 weeks from the date of bid opening.

d. Tenderers of Micro & Small Enterprises (MSEs) registered with UDYAM will be exempted from payment of Earnest M oney Deposit against submission of documentary proof of such registration certificate as a manufacturer for the ten dered items/ item category/group under Udyam Registration. **Traders /Dealers have to submit EMD, only MSE manufacturers of the quoted category are exempted.**

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

f. Without EMD the tender will be summarily rejected.

g. EMD exemption shall be applicable as per GeM guidelines for the manufacturers only.

h. No interest will be paid on EMD amount and would be refunded to the unsuccessful tenderers after placement of the order. However, in case of successful tenderer EMD will be returned after receipt of Security Deposit wherever a pplicable.

i. NMDC reserve the right to forfeit the EMD amount if successful bidder doesnot supply the materials.

j. **Bidder shall be responsible for the correctness and completeness of the BG / DD / Bank transfer submit ted towards EMD. In case the EMD submitted is not as per the value/ BG specified in the tender, the sa me may be summarily rejected**.

4. **PRICE PURCHASE PREFERENCE TO MAKE IN INDIA CLAUSE**: - This Tender is being invited for procurement from indigenous sources. No foreign exchange or import license for importing equipment or component, raw materials, spares, or know-how will be arranged for or provided by the Purchaser. Efforts shall be made to use indigenous components to the extent possible.

   Public Procurement Policy (Preference to Make in India) GOI Order No. P-45021/2/2017-B.E.-II dtd 15.06.2017 read with read with revised Order No. P-45021/2/2017-PP(BE-II) dtd. 16.09.2020 and subsequent amendments/orders, if any shall be applicable to this tender. Bidders are requested to fill the format as applicable as defined at Sr. No. 4 (a) of enclosed Annexure I.

5. **MSE 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.

6. **AUTHORIZED DEALERSHIP CERTIFICATE: -** The bidders other than Manufacturer/OEM have to submit tender specific authorization certificate of the offered Make along with technical bid. **Without authorization certificate the offer shall be liable for rejection, with no further correspondence.**

7. **Bidder has to submit MAF from OEM Specific to Tender and supply AIO Desktop with Factory Loaded Operating System with 3 years onsite warranty from OEM.**

8. **WARRANTY:** Standard warranty required as36 months from the date of receipt & acceptance or 42 months 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 Manufacturing of the item. Any defects noticed during the warranty period shall have to be rectified or materials replaced at your cost. Materials not confirming to specifications shall be rejected and returned to the supplier at their risk and cost.

9. **INSPECTION:** Inspection of the materials shall be carried out at our Project site after receipt of the materials 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 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 rejection notice, no liability in respect of loss, damage, deterioration etc shall lie with the corporation. Ground rent will be charged. After reasonable period the material will be disposed off without making any back reference.

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

11. **Payment terms: "100% payment with 100% applicable GST will be released within 30 days of receipt and acceptance of material at our store location, after successful installation and commissioning upon confirmation from the Engineer-in-Charge, and against submission of an invoice copy and a PBG for 10% of the contract order value(Excluding Tax) from any Nationalized Bank / Scheduled Commercial Bank. Further, the invoice shall be uploaded to the NMDC Vendor Invoice Management (VIM) portal to process further for payment."**

12. **TREDS: "NMDC has registered with M/s. RXIL, M/s. Invoicemart (A. TReDS Ltd), M/s. M1Exchange, M/s. C2TReDS & M/s. KredX portals for releasing MSE vendor's payment through TReDS portal. All MSE vendors 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 payment terms"**

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

14. **PERFORMANCE BANK GUARANTEE**: - You are required to furnish a bank guarantee (format enclosed at Annexure IV) for 10% of contract value(Excluding taxes) for warranty period plus three months claim period in favour of NMDC Limited, from any **Nationalized Bank/ Scheduled commercial bank (except Co-operative and Gramin Bank) including a foreign bank having a branch in India** valid for warranty period + 3 months claim period while claiming the payment stated in the payment terms clause. The Banker concerned should be instructed to send the confirmation to NMDC directly.

   Should the supplier fail to submit the PBG within 30 days of Acceptance/ Commissioning of materials, a penal interest at 12% per annum of the PBG amount shall be charged beyond 30 days i.e. from the 31st day of effectiv

e date of Acceptance/ Commissioning of materials. (Bank details refer Clause No. 3.c)

15. **LIQUIDATED DAMAGES (LD): -**

In the event of placement of an order, the Supplier fails to deliver the stores in full or part thereof within the deli very date the corporation shall reserves the right to levy Liquidated Damages on the Supplier @0.5% of the basi c price of undelivered stores per each week or part thereof but not exceeding 5% of the value of such materials.

16. **RISK PURCHASE: -**

In the event of failure of the supplier to deliver goods, services and goods cum services or dispatch the item / eq uipment / stores within the stipulated date/period of the supply order or failure in completion of job/ work/service or in the event of breach of any of the terms and conditions mentioned in the order, NMDC reserves the right to cancel the order and make alternative purchase of the materials of similar description or get the job/ work/ servi ce completed from elsewhere at their risk and cost of the supplier duly giving an advance notice of 30 days to thi s effect and in such an event the seller will be liable to pay any loss that may be incurred to the buyer. Except fo r the reasons specified in the Force Majeure Clause, the Corporation shall have the right to levy the penalty in ca se of delay.

17. **SETTLEMENT OF DISPUTES:**

All disputes or differences arising out of or in connection with this tender / order shall be subject to the exclusive jurisdiction of Dantewada/Jagdalpur courts.

22.1 CONCILIATION:
Any dispute, question, claim or difference arising out of or concerning this tender/ contract between the parties s hall be settled through mutual negotiation by the parties and parties shall make all endeavours to settle this mat ter amicably. In case such amicable settlements is not possible, the parties shall take recourse to the conciliatio n 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 Arbitrati on and Conciliation Act 1996. The venue of the conciliation shall be at Dantewada. The settlement so arrived at fi nal conciliation shall be binding on both the parties and will not be called in question before any court or forum w hatsoever.

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

22.2 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 connection wi th 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 Executive Director of the N MDC Ltd, Kirandul Complex, Kirandul (who will be the appointing authority), be referred for adjudication to the so le 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 thre e names of persons, not directly connected with work, to the supplier/ Contractor who will select any one of the p ersons named to be appointed as a sole Arbitrator within 30 days of receipt of name. If the appointing authority f ails to send to the Supplier/ Contractor the panel of three names, as aforesaid, within the period specified, the S upplier/Contractor shall send to the appointing authority a panel of three names of persons who shall also be unc onnected with the organization by which the work is executed. The appointing authority shall on receipt of the n ames 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 a nd 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.

2.3.1.3 The arbitral tribunal shall give reasons for its award. Each party bear its own cost and the cost of arbitrati on shall be equally borne by the parties. The award rendered in any arbitration hereunder shall be final and bindi

ng upon the parties. The parties agree that neither party shall have any right to legal proceedings concerning an y dispute under this agreement other than to enforce or facilitate the execution of the award rendered in such ar bitration.
2.3.1.4 The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act 19 96 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 Minist ry 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 Ministry 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/ Enginee r continues during the arbitration proceedings and no payment due or payable by/ to the Owner shall be withheld on account of such proceedings. It shall not be open to arbitrator to consider and decide whether or not such work shall continue the arbitration proceedings.

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

18. **BANNING OF BUSINESS DEALING: -**
For the evaluation of the tenders, NMDC would rely on the documents submitted and declarations made by the t enderer in connection with the tender. Therefore, NMDC expects such documents and declarations to be true an d authentic. In case it is found, at any stage, that the documents submitted and / or the declarations made by a t enderer is/ are false, NMDC reserve its right, notwithstanding any other rights/ remedies under the terms and co nditions of the tender, to ban business dealing with the tenderer for a period upto two year.

19. **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 for any indirect or consequential loss or damage, loss of production, loss of use, or loss of profits or interest costs.

AND

b. The aggregate liability of the supplier/contractor to the employer, whether under the contract, in tort or otherw ise including the cost of repairing or replacing defective equipment's, shall not exceed the 100% (hundred per cent) of the contract price plus escalation if applicable as per contract, provided that this limitation shall not ap ply to any obligation of the contractor to indemnity the employer with respect to copyright, patent infringemen t, workmen compensation and statutory liabilities in general that the employer may be required to additionally bear due to default of the supplier/contractor. 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.

20. **COMPLIANCE TO SA8000**: **-** Our Company is certified under SA8000 and as such you are required to confirm y our company is complying with the SA8000 standards as per Annexure II.
CHILD LABOR: - The Company should not use child labour as defined by local law.
FORCED LABOR: -The Company shall not use any involuntary or forced labour.
HEALTH AND SAFETY: -The Company shall provide safe and healthy work environment.
FREEDOM OF ASSOCIATION: - The Company shall recognize and respect the workers right of freedom of associati on and freedom of expression.
DISCIPLINARY PRACTICES: - The Company shall not use corporal punishment or other mental or physical disciplin ary actions.
WORKING HOURS: - The Company shall adopt working hours, which do not require workers to work more than 48 hours in the normal work week. Worker must be allowed at least one day off in every normal seven-day workwee k.
REMUNERATION: - The Company shall pay wages and benefits and provide compensation for over time consisten t with local laws.

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

22. **CHECKLIST:** Checklist for the list of documents to be submitted is attached in ATC which is to be duly filled and uploaded along with the offer by the bidders.

23. **Clarification of Bids/ Shortfall Documents:** Bidder shall submit all the necessary documents and technical d etails in the offer. Your offer will be evaluated based on the documents submitted by you. No post-bid clarificatio n at the initiative of the bidder shall be entertained by NMDC. In case of any shortfall of documents, NMDC shall seek the respective clarifications from the concerned bidders. However, no new credentials shall be allowed to b e submitted after the opening of the bids. The shortfall information/documents should be sought only in case of

historical documents which pre-existed at the time of the tender opening and which have not undergone change since then.

24. 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 GEM representation window within the stipulated time period. Any representation/clarification/request through email against the GeM tender shall not be entertained except in case of request for extension of bid due date. Bid due date may be extended at the discretion of NMDC due to administrative reason.

25. **FORCE MAJEURE CLAUSE:**
    a. If at any time during the continuance of the Purchase Order, the performance in whole or in part 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 explosions, epidemics, quarantine restrictions or other acts of God, provided notice of the occurrence if any such event is given by either party to the other within TWENTY-ONE DAYS from the date of occurrence thereof.
    b. Neither party shall by reason of such event be entitled to terminate this Purchase Order and neither party shall have claim for damage against the performance and deliveries in such cases shall be resumed as so on as practicable after such an event has come to an end or has ceased to exist.
26. Bidders shall submit complete technical specifications (including brochure if available) along with offer and also shall provide detailed drawings and specifications of all spares.
27. After acceptance of the quotation by the Owner, no claim for extra payment submitted by the supplier on ground of any special local / site / design conditions, will be considered.
28. For MSE & MII benefits, bidder shall apply in GEM portal for 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.
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.
30. The corporation reserves the right to reject or accept any tender in part or full without assigning any reasons, or place order for part of full quantity. The corporation also reserves the right to load on various parameters in case of deviations from the tender condition at rates deemed fit without any discussions/ correspondence with the tenderer.
31. NMDC is having rate contract with M/s. ARC (M.no. 9685464295) & M/s. Balan Transport (M.no. 9424293692) for transportation of goods to our project. Hence you may preferably book the consignment with the above transporters.
32. **Bidders have to submitted the signed and stamp copy of the technical specification document (uploaded in bid document) along with their offer. Any deviations on technical and commercial points are required to be brought out clearly in a separate sheet.**

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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---