बिड संख्या/Bid Number: GEM/2026/B/8123589

दिनांक /Dated: 06-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	20-10-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	21-10-2026 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	Bacheli Comlex
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :bch_gemprimaryuser@nmdc.co.in Buyer Email id: gmini@nmdc.co.in
कुल मात्रा/Total Quantity	4
वस्तु श्रेणी /Item Category	110 KW HEAVY DUTY VVVVFD PANELS WITH COMPLETE TECHNICAL SPECIFICATION AS PER ANNEXURE-I (A, B) , INSTALLATION & COMMISSIONING OF 110 KW HEAVY DUTY VVVVFD PANELS
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	INSTALLATION & COMMISSIONING OF 110 KW HEAVY DUTY VVVVFD PANELS
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Variable Voltage Variable Frequency Drive
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	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

बिड विवरण/Bid Details	
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	5
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	110 KW HEAVY DUTY VVVVFD PANELS WITH COMPLETE TECHNICAL SPECIFICATION AS PER ANNEXURE-I (A, B)
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 **45** 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

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	27258

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.

(c).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 (FINANCE)
NMDC LIMITED, BACHELI COMPLEX, BACHELI - 494553, DANTEWADA - DIST, CHHATTISGARH
(Gm Finance)

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	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/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	100

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 100% (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.

110 KW HEAVY DUTY VVVVFD PANELS WITH COMPLETE TECHNICAL SPECIFICATION AS PER ANNEXURE-I (A, B) (2 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	Tadiparthi Jayakumar	494553,NMDC LIMITED, BACHELI COMPLEX	2	90

INSTALLATION & COMMISSIONING OF 110 KW HEAVY DUTY VVVVFD PANELS (2 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	Tadiparthi Jayakumar	494553,NMDC LIMITED, BACHELI COMPLEX	2	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 (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) : Supply Installation Testing and Commissioning of Goods

3. **Certificates**

   Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

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**

   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.

6. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

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 aut hority on behalf of the tenderer and if it subsequently comes to light that the person submitting th e 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.

If any deviation are not mentioned by the bidder, it is deemed that they are agreeing to all Bid AT C.

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

1) 1.EARNEST MONEY DEPOSIT (EMD);- Your Tender must be accompanied by EMD a s mentioned in GeM portal as appearing in EMD section of GEM Bid). Bidders are requested to sub mit the EMD, which can be submitted in the following modes only:-

a) Online transfer though SB collect.

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

1. Visit **www.onlinesbi.sbi** / https://www.onlinesbi.sbi/sbicollect/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 Bacheli 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 c ommercial bank in India, in a prescribed format enclosed **(Annexure- VI)** 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 Bacheli Complex-4 94553, C.G. so that it can reach us within 10 days from the date of final technical bid opening othe rwise your offer will be "Rejected" for issuance of BG kindly note **our Bank details which is as f ollows**:-

2. Scanned Copy of BG towards EMD shall be uploaded in the bid.

Bank # State Bank of India,

IFSC Code SBIN0003183,

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

OR

c) Demand Draft (DD):- In the form of Demand Draft (DD) of equivalent amo unt drawn from any Nationalized bank/ scheduled commercial bank in India and favoring NMDC. The supplier shall forward the DD to ''HOD''Materials, N MDC BIOM Bacheli Complex-494553, C.G." Scan copy of DD shall be uploade d 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) Insurance Surety Bonds: In the form of Insurance Surety Bonds of equivalent amount draw n from any Nationalized bank/ scheduled commercial bank in India ,in a prescribed format enc losed **(Annexure-VII)** herewith and favouring NMDC The supplier shall forward the Insurance Surety Bonds to ''HOD''Materials, NMDC BIOM Bacheli Complex-494553, C.G." Scan co py of Insurance Surety Bonds shall be uploaded along with bid. . However, Original copy of Ins urance Surety Bonds must reach us within 10 days from the date of final technical bid openin g else their offer will be liable for rejection.

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

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 as per GeM guidelines.

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, Bacheli Complex, Bacheli - 494553, Dist. Dantewada

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

100 % payment within 30 days **after Receipt, Acceptance & Installation & commissioning** (as per Scope of supply) of materials at our site through **e-payment** on submission of required documents **through VSS Portal**. The following Original Documents required for releasing payment :-

(1) GST Invoice Copy in Triplicate (2) PBG (3) PDI Report/Waive off approval (4) Installation & Commissioning Report

"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 :-**

(i) The preferable delivery period for Supply portion **is 03 months from the date of drawing approval** . Kindly offer your shortest delivery period. Delivery Period quoted should be definite and guaranteed. Fail ure to supply the material in time will attract penalty as per penalty clause. The stipulated delivery peri od shall be reckoned from the date of drawing approval by NMDC.**Please Quote minimu m delivery period,** If no delivery period is quoted by firm, then GeM bid delivery should be applicable & binding.

(ii) Delivery period for Installation & Commissioning will be counted from the date of supply of material. The firm shall complete installation & commissioning within ONE MONTH from the date of supply, subject to confirmation from the User Department th at the site is ready for I&C.

7) **BANK CHARGES :-** The supplier should bear all types of Bank charges

8) **PLACE OF DELIVERY :-** Item shall be supplied at NMDC Ltd., Bailadila Iron Ore Mines, Deposit 5,10 & 11A, Central Stores Hilltop, Bacheli Complex, Post-Bacheli -494553, Dist- Dantewada, C.G. State, which is a pproximately 22 KM uphill from Bacheli Main Stores

9) **LIQUIDATED DAMAGES(LD):-** Compensation of loss on account of late delivery (actually incurred as well as notional) where loss is pre-estimated and mutually agreed to is termed as the Liquidated Damag es (LD). Law allows recovery of pre estimated loss provided such a term is included in the contract and the re is no need to establish actual loss due to late supply.

In the event of placement of an order, should the supplier fail to deliver the stores in full or part thereof within the delivery date including extended time if any, NMDC shall reserve the right to levy Liquidated Damages on the supplier at **0.5%** of the basic order value (excluding GST) of the undelivered stores fo r each week or part thereof of delay but not exceeding **5%** of the basic order value (excluding GST) of such materials.

However, in case of capital items, the liquidated damages amount should be calculated on the equipm ent basic order value (excluding GST). LD shall be calculated equipment wise.
In case of FOR destination cases, the date of receipt at nearest transporter's godown should be taken f or calculation of Liquidated Damages amount. However, in the Purchase Order (FOR destination nearest transporter's godown) should be clearly mentioned.
In case, the Supplier is a consortium, the Employer shall recover the amount of Liquidated Damages, b ut not by way of LD, by making deductions from the account of each member of consortium, up to a m aximum of 5% of the respective basis order value (excluding GST).

However, each member of consortium, will be liable for damages in the ratio of the respective Purchas e Order price.

However, the payment of liquidated damages shall not in any way relieve the Supplier from any of its o bligations to complete the PO or from any other obligations and liabilities of the Supplier under the Pur chase Order.

The aggregate ceiling on Liquidated damages due to delay in completion of PO and for non-fulfilment o f Performance Guarantee parameters in accordance with the Purchase Order shall be limited to 10% (t en percent) of the Purchase Order value, if any, excluding taxes & duties.
Any recovery of Liquidated damages shall be affected from the amount payable to the Supplier against Commissioning, Performance Guarantee Test, Final Acceptance Certificate and Performance Bank Guar antee.

The levy of LD shall be on the final executed value of Purchase Order/ amended value, including escala tions (excluding GST) as applicable, of the PO including additions to scope by way of interim approvals. However, LD shall not be levied on amount paid under amicable settlement, conciliation and arbitral a wards settled after completion of work.

Except for the reasons specified in the Force Majeure Clause, the Corporation shall have the right to le

vy the penalty as already provided

All correspondence in connection with the above may be addressed to the HOD (Materials), NMDC Limited, Bacheli Complex

10) **PERFORMANCE BANK GUARANTEE (PBG)/ WARRANTY BANK GUARANTEE: -** The supplier should furnish a **Bank Guarantee** for **10 % of Contract Value** (format enclosed at **Annexure -VIII**) valid for the **Warranty period + 03 months (Grace Period)** in support thereof while claiming balance payment towards satisfactory performance of the **item**.

PBG shall be 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 + 3 months claim period in case if the performance linked with warranty. The supplier should instruct their banker to forward original Bank Guarantee directly from Bank to NMDC.

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NOTE:- 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 31st day of effective date of Dispatch / Acceptance / Commissioning of materials

11) GUARANTY/ WARRANTY :- :-The offered/supplied **items** shall be **Guaranteed/Warranted** for a period of **18 Months** from date of dispatch **(OR) 12 months** from the date of installation and commissioning whichever is earlier against manufacturing defects, bad workmanship, poor quality of material etc.

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

12) **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- V**

13) INSTALLATION & COMMISSIONING CHARGES:- The supplier shall under-take **Installation/ Commissioning** of supplied 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 not with standing 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

14) **LIMITATION OF LIABILITY :-** Except in cases Criminal Negligence of wilful non-Performance or wilful default.

A) The Supplier shall not be liable to the NMDC, whether in Purchase Order, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs

and

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

C) The aggregate liability of the NMDC to the Supplier, whether under the Purchase Order, in tort or otherwise, at any point of time during the execution, performance of the Purchase Order, shall not exceed the total Purchase Order Price less payments already released to the Supplier. In any event, the liability of the NMDC to the Supplier shall not exceed 100% of the Purchase Order Price plus escalations.

However, any amount recoverable from the supplier under Risk & Cost shall not be restricted by the provision for Limitation of Liability

15) **FORCE MAJEURE CLAUSE :-** Following force majeure clause is applicable to this tender

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

2) **Analysis of Contractual provisions**: In case of occurrence of a Force Majeure event, then "Extension of Time for Completion" can be provided to the supplier, for a duration which has been mutually agreed/accepted by Supplier and Employer, as the duration of Force Majeure.

3) **Force Majeure applicable to this tender:** If at any time during the continuance of resultant Acceptance of Tender, the performance in whole or in part by either party of any obligation under this tender shall be prevented or delayed by reason of any war, hostility acts of public enemy, civil commotions sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock-outs or acts of God (here-in-after referred to as events), provided notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence there-of, neither party shall, by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non – performa

nce or delay in performance, and deliveries under the contract shall be resumed as so on as practicable after such event has come to an end or ceased to exist, together wit h particulars of the event or circumstance justifying such extension. As soon as reason ably practicable, after receipt of such notice and supporting particulars of the claim, th e Employer and the Supplier shall mutually agree upon the period of such extension.

4) In order to assess the duration of Force Majeure, the Supplier shall submit to the empl oyer, a notice of claim for 'Extension of Time for Completion' with-in the 21 days from the date of occurrence of events.

5) Delay event due to Force Majeure is an excusable delay in which extension of time ca n be granted without levying LD and any delay or non-performance by either party of t he Contract caused by the occurrence of any event of Force Majeure shall not constitut e a default or breach of the Contract.

6) There are 4 categories of delays which are Excusable delay, Compensable delay, Inex cusable delay (Supplier own fault) and Concurrent delay. The Force Majeure falls unde r the category of Excusable delay, hence 'Extension of Time for completion' can be pro vided without imposition of LD under above cited Force Majeure clause.

7) The Force Majeure situations are beyond the reasonable control of employer and supp lier and the same falls under the category of Excusable delay, however if the performa nce of contract is substantially prevented, hindered or delayed for a period more than 90 days on account of FM during the currency of the contract, the parties may develop a mutually satisfactory solution as per the contract.

8) Payment of PV during the period of Force Majeure: Price variation may be allowed b eyond the original schedule delivery date, by specific alteration of the date through an amendment to the contract in cases of force majeure or defaults by Government", PVC may be invoked during the period of Force Majeure subject to fulfilment of tender cond itions.

9) Considering the above provision following clause may be followed to facilitate payme nt of Price variation during the force majeure:

S. No.	Duration	Remarks
A.	In case of contracts with original completion perio d of 12 months or less, bu t total duration exceeds 1 2 months after grant of e xtension(s).	Where the progress of work has been hamp ered due to Force Majeure conditions, the p ayment of PV may be permitted if the cumu lative impact of FM is more than 15 days ag ainst such work; however, PV shall be paid i n such instance for the period of FM beyond initial 15 days
B.	In case of contracts with original completion perio d of more than 12 month s	Where the progress of work has been hamp ered due to Force Majeure conditions, the p ayment of PV may be permitted if the cumu lative impact of FM is more than 30 days ag ainst such work; however, PV shall be paid i n such instance for the period of FM beyond the initial 30 days.

NOTE:

(I) Before processing the delivery extension under FM, the Employer & supplier with in volvement of package consultant (if any) will create a suitable document which shall be signed by either party after obtaining approval of Competent Authority of the Em ployer (post concurrence by Law department and Finance department of NMDC Ltd, as per extant procedures) The document shall explicitly state that, Supplier shall hav

e no other claims whatsoever for the period of Force Majeure (other than those speci fically provided in the contract) in order to be entitled for payment of PV in the abov e instances.

(II) The proposed payment of PV on account of FM shall not breach the 15% of the Cont ract value (excluding taxes & duties)

(III) FM delay shall always supersede other concurrent delay during the total contract p eriod (i.e., both employer delay plus contractor delay).

(IV) The FM delay is to be treated as initial delay (before employer delay while doing del ay analysis).

(V) In cases where the contract has entered the FM period for the reasons (i.e. delays) only attributable to Supplier (i.e. NIL delay on account of employer for entire contrac t completion period) PV shall not be paid to the supplier for FM period.

10) Before the release of any payment on account of Force Majeure by NMDC (including P rice Variation payment), the Supplier has to submit an undertaking / agreement, statin g that no other claims, whatsoever, will be made by them in respect to the said contra ct, for the duration which has been considered under Force Majeure and for which the mutually agreed solution has been accepted by both the parties. Further Supplier in th e undertaking shall also confirm that they fully understand that NMDC is not liable for any delays in execution of work/delay in release of payment, on account of Force Maje ure.

11) Procedure for processing the case of Force Majeure under this tender: The Supp lier has to submit the notice on account of Force Majeure as per contract and with-in t he duration specified in the contract (viz it cannot be claimed ex-post facto). However, as indicated above, in order to assess the duration of Force Majeure, the Supplier shall submit to the Employer, a notice of claim for Extension of Time for Completion with-in the duration specified in the contract, together with particulars of the event or circums tance justifying such extension. As soon as reasonably practicable, after receipt of suc h notice and supporting particulars of the claim, the Employer and the Supplier shall m utually agree upon the period of such extension. The same will be put-up for approval of Competent Authority for a suitable decision/approval.

post sanction of proposal by Competent Authority regarding “Extension of time for com pletion” revised L2 schedule/work program shall be submitted by supplier in-line with th e approved extension and same shall be approved by consultant/employer. Regular pa yment as per contract, shall be released by NMDC, to the extent possible, during the for ce majeure period.

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

Invocation of FM does not absolve all the non-performance of supplier towards the contract, but only in res pect of such non-performance(s) which are attributed to Force Majeure situation. Further the invocation of FMC would be held valid only in situations where the Supplier(s) have not already defaulted their contractu al obligations at any point of time towards performance of the contract in the manner, which has led to ter mination of the contract

16) **INSPECTION:-** **Initial inspection** may be carried out before dispatch at consigne e’s discretion. Inspection schedule shall be drawn well in advance and the supplier sh all give at least 15 days clear advance notice for the consignee to carry out the pre-d i spatch inspection. In case if inspection is not carried out within 15 days’ notice, the facility will be informed suitably. To carry out the pre- dispatch inspection, supplier s ho uld provide inspection / test certificates of important bought out components to a cility ate the pre- dispatch inspection (**PDI**). Hence, automatic waivals of pre-dispatc h insp ections 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 f ully or partly on account of defects, bad workmanship or other reasons, the supp lier 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 af ter receipt of rejection notice, no liability in respect of loss, damage, deterioratio n etc. shall lie with the corporation

17) **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

18) **TRANSPORTATION OF GOODS:** NMDC Limited Bacheli 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 936 92) for transportation of goods to our project. Hence, you may preferably book the consignment with the a bove transporters. However, you may opt your own mode of transportation based on your convenienc

19) **WITHDRAWL OF TENDER :-** After submission of tender if it is withdrawn before expiry of vali dity 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/GeM/any other Government departments
3. Removal of supplier's name from the company's approved list of suppliers

Raising Incident in GeM Portal and may escalate Incident at discretion of NMDC

20) **TENDER EVALUATION PROCEDURE :-** Offers will be evaluated **TOTAL VALUE WIS E (SINGLE SOURCE WITHOUT QTY SPLITTING) as per GeM provision** on **FOR Destination Cost basis**

21) DEVIATION: Before submitting your offer/ Bid, kindly read the complete tender document ca refully. 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". A ny deviations on technical and commercial points are required to be brought out clearly in a separ ate 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 othe rwise submit the deviation list, if any

22) **SETTLEMENT OF DISPUTES :-**

APPLICABLE LAW, AMMICABLE SETTLEMENT, CONCILIATION AND ARBITRATION

22.1 APPLICABLE LAW

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

22.2 AMICABLE SETTLEMENT

22.2.1 If any dispute arises between the NMDC and Supplier as specified in Purchase Order, the parties sh all seek to resolve any such dispute or difference by mutual consultation/ amicable settlement process. The Supplier shall notify the NMDC of its intent to initiate an amicable settlement process within a period of 30 days from the date of notification of NMDC's/ Engineer's estimate of Supplier's claim.

For Purchase Orders where Integrity Pact is applicable and in case both the parties are agreeable, dispute may be tried to settle through mediation before the panel of IEMs in a time bound manner i.e. not more tha n five sittings.

The prevailing sitting fee of IEM as per NMDC Ltd rules shall be shared equally by the parties and expenses on travel and stay arrangements of IEMs, which shall be equal to that of Independent Board Member of NM DC, shall be shared equally.

22.2.2 If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute m ay be settled through Conciliation / Arbitration / other remedies available under the applicable laws.

22.3 CONCILIATION

If the parties fail to settle the disputes through amicable settlement process, the parties shall take r ecourse to the conciliation proceedings for resolving such dispute, question, claim or differences.

A party (“claimant”) shall notify the other party (“respondent”) in writing about such a dispute it wi shes to refer for Conciliation within a period of 30 days from the date of closing of Amicable Settle ment process or 90 days from date of notification of NMDC’s/ Engineer’s estimate of Supplier’s clai m. Such Invitation for Conciliation shall contain sufficient information as to the dispute to enable th e other party to be fully informed as to the nature of the dispute, amount of the monetary claim, if any, and apparent cause of action.

The conciliation process shall be initiated by appointment of a Sole Conciliator or Conciliatory Com mittee. The Conciliatory Committee shall comprise of either Sole Conciliator or Conciliatory Commit tee comprising of three members, one member from each category i.e., Technical, Commercial and Legal. Conciliatory Committee shall be formed from the panel of experts ma intained by NMDC. CMD, NMDC shall suggest three names to the Supplier to con stitute the Conciliatory Committee within 30 days of receipt of notice for concilia tion. The Supplier shall submit the consent for Conciliatory Committee within 14 days of receipt of recommendation from NMDC.

The selection of Sole Conciliator or the Conciliatory Committee shall be decided based on the claim amount and guidance on the same is provided below. Number of conciliators depending on the claim amount is det ailed in the table below:

Claim Amount (excluding Interest)	Number of Conciliator/s
Upto Rs. 2 crores	Sole Conciliator to be appointed
Above Rs. 2 crores up to Rs. 250 Cr ores	Conciliatory Committee to be appoi nted

The above committee shall conduct the conciliation proceedings in accordance with the provisions of Arbitr ation and Conciliation Act 1996 and its amendment thereof. The venue of the conciliation shall be at Hyder abad.

In the case of any vacancy the CMD, NMDC shall suggest name(s) for substitution on the Conciliatory Com mittee. The Supplier shall submit the consent within 14 days. Failure of Supplier’s consent within 14 days s hall be considered as deemed acceptance of the suggested member(s) by the Supplier.

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

The Conciliatory Committee members shall give a declaration of independence and impartiality to both the parties before the commencement of the Conciliatory Committee proceedings.

Conciliator's Fee (As per SCOPE Forum for Conciliation `& Arbitration – SFCA): Each Conciliator's fee will be fixed with regard to the amount in dispute including determined interest in each case to be shared equally by the parties as under:

Up to Rs. 5 Lakhs	Rs.30,000/-
From Rs.5 Lakhs one to Rs. 25 Lakhs	Rs. 30,000/- + Rs.2000/- per lakh or part thereof subject to a ceiling of Rs. 70,000/-
From Rs.25 Lakhs one to Rs. 1 Crore	Rs. 70,000/- + Rs.2000/- per lakh or part thereof subject to a ceiling of Rs. 2,22,000/-
From Rs. 1 Crore one to Rs. 5 Crore	Rs. 2,20,000/- + Rs.30,000/- per Crore or part thereof subject to a ceiling of Rs. 3,40,000/-
From Rs. 5 Crore one to Rs. 10 Crore	Rs. 3,40,000/- + Rs.25,000/- per Crore or part thereof subject to a ceiling of Rs. 4,65,000/-
From Rs. 10 Crore one to Rs. 50 Crore	Rs. 4,65,000/- + Rs.20,000/- per Crore or part thereof subject to a ceiling of Rs. 12, 65,000/
Over Rs. 50 Crore	Rs. 12,65,000/- + Rs.10,000/- per Crore or part thereof subject to a ceiling of Rs. 25 lakh

In addition to the above, each Conciliator will be entitled to receive fee for study of the pleadings, case material, writing of the award etc. With regard to the amount in dispute in each case to be shared equally by the parties as under:

Up to Rs. 5 Lakhs	Rs.10,000/-
From Rs.5 Lakhs one to Rs. 25 Lakhs	Rs.20,000/-
From Rs.25 Lakhs one to Rs. 1 Crore	Rs.30,000/-
From Rs. 1 Crore one to Rs. 5 Crore	Rs.40,000/-
From Rs. 5 Crore one to Rs. 10 Crore	Rs.50,000/-
From Rs. 10 Crore one to Rs. 50 Crore	Rs.60,000/-
Over Rs. 50 Crore	Rs.70,000/-

Note 1: In the event where the dispute does not involve monetary claim or disputed amount has not been quantified / indicated Conciliator's fee will be consolidated Rs 1.00 Lakh inclusive of fee for study of the pleadings, case material and writing of the award etc.

Note 2: In the event where the dispute does not involve monetary claim or disputed amount has not been quantified / indicated, administrative fee will be Rs. 65,000/-

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

Upon acceptance of the invitation to conciliate, the respondent shall submit its counter claim, if any, within a period as specified by the Conciliatory Committee.

The parties may consider filing their claims and counterclaims with details as mentioned below. However more details may be requested during the Conciliation process by either party or by Conciliatory Committee which needs to be complied with promptly:

a. Chronology of the dispute
b. Brief of the Purchase Order
c. Brief history of the dispute
d. Issues
e. Details of Claim(s)/Counter Claim(s) supported by documents and other evidence deemed appropriate
f. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of Purchase Order
g. At any stage of the conciliation proceedings the conciliator or Conciliatory Committee may request a party to submit to him such additional information as he deems appropriate.

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

The parties shall be represented by their in-house employees/executives. Ex-officers of NMDC who have handled the dispute matter in any capacity are not allowed to attend and present the case before Conciliatory Committee on behalf of Supplier. However, ex-employees of parties may represent their respective organizations.

Solicitation or any attempt to bring influence of any kind on either Conciliatory Committee Members or NMDC is completely prohibited in conciliation proceedings and NMDC reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Supplier or its representatives.

Conciliator or Conciliatory Committee as the case may be, shall do detailed analysis of claims based on the pleadings and contentions of the parties, and make a proposal for settlement to both the parties with possible terms of settlement. Both the parties shall submit their respective consent or objections to the Conciliator or the Conciliatory Committee within the time limit prescribed by the Conciliator or Conciliatory Committee. Considering the response of the parties, the Conciliator or Conciliatory Committee shall attempt to bring about Conciliation between the Parties. Thereafter, the Conciliator or Conciliatory Committee based on the outcome of such an attempt make its final report of Conciliation or failure as accepted by the parties and submit it to CMD, NMDC. Both parties may give effect to the Conciliation Report at the earliest.

Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of Conciliatory Committee recommendations and 30 days thereafter in

any further proceeding.

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

Confidentiality: The Conciliator or Conciliatory Committee and the parties must keep confidential of all matters relating to the conciliation proceedings. Confidentiality extends also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement.

22.2 ARBITRATION :-

All disputes or differences which may arise between the NMDC and Supplier in connection with this Purchase Order (other than those in respect of which the decision of any person is expressed in the Purchase Order to be final and binding) and Excepted Matters, shall, after written notice by either party ("claimant") within sixty (60) days of failure of conciliation to the other ("respondent") and to the Chairman cum managing Director of the NMDC Ltd. (who will be the appointing authority), be referred for adjudication to the sole or three (3) Arbitrator(s) to be appointed as hereinafter provided. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal

A person of any nationality may be an arbitrator, unless otherwise agreed by the parties. Appointment of sole arbitrator or 3 arbitrators shall depend on the claim value as defined below

Claim Amount (excluding Interest)	Number of Arbitrator/s
Claim Amount – up to 25% of Purchase Order value (Above claim amount shall be within the limits of Rs. 50 Lakhs and up to Rs. 5 crores)	Sole Arbitrator to be appointed
Claim Amount – up to 25% of Purchase Order value (Above claim amount shall be within the limits of Rs. 5 crores and up to Rs. 100 crores)	3 Arbitrators to be appointed

For claim amount exceeds the above referred percentage of 25% of Purchase Order value or maximum value of total claim value of Rs.100 crores: Notwithstanding anything above, the mechanism for settling the dispute through Arbitration may be considered in cases where the disputed amount or the amount of all claims put together does not exceed 25% of the Purchase Order value or maximum of disputed claim amount shall not exceed Rs.100 crores whichever is lower. In case the disputed amount exceeds the above referred percentage of 25% of Purchase Order value or maximum value of total claim value of Rs.100 crores, the parties shall be within their rights to take any other recourse / remedies that may be available to them under the applicable laws other than Arbitration also after providing prior intimation to the other party

Appointment of Sole Arbitrator:

The Appointing Authority will send within ninety days of receipt of the notice of arbitration a panel of three names of persons, not directly connected with the work, to the Supplier who will select an

y one of the persons named to be appointed as a sole Arbitrator and intimate its selection within 3 0 days of receipt of names. If the appointing authority fails to send to the Supplier the panel of three names, as aforesaid, within the period specified, the Supplier shall send to the appointing aut hority a panel of three names of persons who shall also be unconnected with the organization by w hich the work is executed. The appointing authority shall on receipt of the names as aforesaid sele ct 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 pa nel and inform the Supplier accordingly, the Supplier shall be entitled to invoke the provisions of th e Indian Arbitration and Conciliation Act 1996 as amended from time to time.

Appointment of 3 Arbitrators:

In case of 3 Arbitrators one arbitrator shall be selected by each party and notified the other party w ithin a period of 30 days from the notice of invoking arbitration. The two individual selected arbitra tors shall then select the 3rd Arbitrator, who shall be the presiding arbitrator, within additional perio d of 30 days. All the three Arbitrators selected as aforesaid shall be independent. If a party fails to appoint an arbitrator within thirty days from the receipt of a request to do so from the other party; or the appointed arbitrators fail to agree on the presiding arbitrator within thirty days from the dat e of their appointment, the appointment shall be made, upon request of a party

The fees of Arbitrators will be guided by Schedule IV of Arbitration and Conciliation Act, 1996 and a ny amendment thereof or both the parties can negotiate on the Fees before the commencement of Arbitration proceedings

The further progress of any work under the Purchase Order shall unless otherwise directed by the NMDC / Engineer continue during the arbitration proceedings and no payment due or payable by/t o the NMDC shall be withheld on account of such proceedings. It shall not be open to arbitrator to c onsider and decide whether or not such work shall continue during the arbitration proceedings.

The arbitral tribunal shall give reasons for its award. Each party shall bear its own cost and the cost of arbitration shall be equally borne by each party. The award rendered in any arbitration hereunder shall be final and binding upon the parties. The parties agree that neither party shall ha ve any right to commence or maintain any suit or legal proceeding concerning any dispute under t his agreement until the dispute has been determined in accordance with the arbitration proceedin g provided for herein and then only to enforce or facilitate the execution of an award rendered in s uch arbitration

Notwithstanding anything above, the mechanism for settling the dispute through Arbitration may b e considered in cases where the disputed amount or the amount of all claims put together does not exceed 25% of the Purchase Order value or maximum of disputed claim amount shall not exceed R s.100 crores whichever is lower. In case the disputed amount exceeds the above referred percenta ge of 25% of Purchase Order value or maximum value of total claim value of Rs.100 crores, the pa rties shall be within their rights to take any other recourse / remedies that may be available to the m under the applicable laws other than Arbitration also after providing prior intimation to the other party

Parties agree that neither party shall be entitled for any pre-reference or pendente-lite interest, i.e. date of cause of action till the date of the Award by the Arbitral Tribunal. Parties agree that claim f or any such interest shall not be considered and shall be void. The Arbitral Tribunal shall have no ri ght to award pre-reference or pendente-lite interest in the matter.

The laws applicable to the Purchase Order shall be the laws in force in India. The Courts of Hyderabad, Telangana State shall have exclusive jurisdiction in all matters arising under this Purchase Order. The seat, place and venue of the arbitral proceedings shall be Hyderabad, Telangana State, India.

"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial Purchase Order(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS1835 dated 22-05-2018 or any additional notifications / guidelines thereof by Ministry of Heavy industries and Public Enterprises or Ministry of Steel.

Arbitration in respect of Purchase Orders, with foreign parties for value of more than Indian Rs. 50 lakhs and up to Indian Rs. 50 crores shall be governed by the Rules of Indian Council of Arbitration (ICA). Arbitration with foreign Supplier or in consortium Purchase Orders (including foreign Supplier), where the Purchase Order value is more than Indian Rs. 50 crores shall be governed by the Rules of Arbitration of International Chamber of Commerce (ICC), Paris. The seat, place and venue of the arbitral proceedings shall be Hyderabad, Telangana State, India.

Parties further agree that following matters shall not be referred to Conciliation and Arbitration;

a) Any claim, difference or dispute relating to, connected with or arising out of NMDC's decision to initiate any proceedings for suspension or banning, or decision to suspend or to ban business dealings with the Bidder/Supplier and /or with any other person involved or connected or dealing with bid/Purchase Order/ bidder/ Supplier.
b) Any claim, difference or dispute relating to, connected with or arising out of NMDC's decision under the provisions of Integrity Pact executed between the NMDC and the Bidder/ Supplier.

The applicable interest on arbitral award i.e., from the date of award till the date of actual payment, shall be @ daily average of SBI MCLR + 1%.

23) **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

24) **MAKES AND MODEL :- Tenderer should clearly indicate the name of the manufacturer of the item with full specification. The Tenderer shall indicate the Make/ model etc., and also confirm that, the materials offered confirm strictly to our specification. Deviations (if any) to be stated clearly in your offer. Detailed specification, catalogues/ Technical literature etc., samples (whichever required) should be sent with quotation invariably**

25)MANUFACTERER TEST CERTIFICATE :- To be Submitted

26) 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

27) **BANNING OF BUSINESS DEALING WITH THE TENDERER :-**

For the evaluation of the tenders, NMDC would rely on the documents submitted and declarati

ons 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

28) **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

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

30) 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- IX)**

31) DRAWING APPROVAL :-Successful Bidder have 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**

32) 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 on portal while submission of Bid & falls under the specific category, then no benefit will be extended & tender will be finalized as per available GeM provision

33) **BORDER SHARING :-** The Govt. of India Order O.M No: F.No: 6/18/2019-PPD dated 23-07-2020 on borer 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

34) **DENIAL CLAUSE (DC)** In case of delay in delivery as a default by the seller, any increase in statutory duties/Taxes 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/Taxes and foreign exchange rate. variations in statutory duties/Taxes and foreign exchange etc. will be applicable only during the original delivery period

35) **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".

36) **INTERNAL PERFORMANCE :** NMDC reserves the right to verify the internal performance of the earlier supplied similar/ higher capacity items. 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

37) **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**

38) Bidders shall submit all the necessary documents and technical details in the offer. Your off

er will be evaluated based on the documents submitted by you. Any clarification from the bidder shall be t he discretion of the buyer

39) The Corporation reserves the right to reject or accept any tender in part or full without assigning any r easons, or place order for part or full quantity. The Corporation also reserves the right to load on various p arameters in case of deviations from the tender conditions at rates deemed fit without any discussions / co rrespondence with the tenderer

40) NMDC does not bind itself to accept the lowest or any tender and may cancel / withdraw the tender wit hout assigning any reason and no claim whatsoever, for any reason arising out of such action, will be ente rtained by NMDC.

41) 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

42) 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

43) The tenderer is advised to attach any additional information about competence, which they think is ne cessary for their offer. No further information will be entertained after the bid is submitted, unless NMDC c alls for it.

44) Bidders shall comply to 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.

Contact Person at NMDC:

1. **Shri. MRC Ramoji Rao,DGM(Materials)**

   Email :ramojirao@nmdc.co.in

   Mobile : 08718881899

2. **Mrs. Priya Choudhary, Sr.Manager (Materials)**

   Email : priyachoudhary@nmdc.co.in

   Mobile : 09479069857

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7. **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---