



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5520827  
Dated/दिनांक : 02-11-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	23-11-2024 13:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	23-11-2024 13:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Steel
Department Name/विभाग का नाम	Nmdc Limited
Organisation Name/संगठन का नाम	Nmdc Limited
Office Name/कार्यालय का नाम	Donimalai Complex
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	Power Generator - DG Set (up to 900 KVA) (Q2)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

**Bid Details/बिड विवरण**

<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

**EMD Detail/ईएमडी विवरण**

Required/आवश्यकता	No
-------------------	----

**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
-------------------	----

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
--	-----

**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
---	-----

1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of

purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

## Power Generator - DG Set (up To 900 KVA) ( 1 pieces )

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

### Technical Specifications/तकनीकी विशिष्टियाँ

[\\* जेम कटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Power Generator INSTALLATION CONFIGURATIONS	<b>Power Generator installation configurations as defined in CPWD General Specifications for Electrical works - Part VII (DG Set)</b>	Fixed (Power Generators are permanently installed)"
OUTPUT CAPACITY RATING/ PHASE	<b>Nominal Rated Capacity (kVA)</b>	25
ENGINE	<b>Rated Engine Power (kWm)</b>	100 % of the required powered at STP(Standard Temperature Pressure) i.e equal to (Nominal Rated Capacity (KVA) of power generator + Any Auxiliary power Consumption by the Power generator) x Power factor(0.8) / Alternator efficiency, 110 % of the required powered at STP(Standard Temperature Pressure) i.e equal to (Nominal Rated Capacity (KVA) of power generator Any Auxiliary power Consumption by the Power generator) x Power factor(0.8) / Alternator efficiency Or higher
	Type of Engine cooling	Liquid Cooled
	<b>Type of governer</b>	Mechanical, Electronic Or higher
	Number of cylinders (nos)	3
	<b>Rated RPM of Engine (RPM)</b>	1500
	<b>Fuel</b>	High Speed Diesel (HSD)
ALTERNATOR	<b>Voltage Regulation Grade</b>	VG 3 Or higher
CONTROL PANEL	<b>Control Panel</b>	AMF Control Panel
Fuel Tank	Fuel Tank Features	Fuel Tank capacity is sufficient for 8 hrs of running at full load
BATTERY	Battery capacity (Ah)	90
	No of batteries	1
TRAILER	<b>Trailer</b>	NA for Fixed/Skid Mounted Power Generator
	<b>Pay load of the Trailer</b>	0, 500, 1000, 2000 Or higher <b>(kilogram)</b>

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
SCOPE OF INSTALLATION	<b>Installation</b>	with installation - inclusive in the scope of supply Or higher
	Above Scope of installation for Diesel Generating Set when offered by the vendor has been seen, read, understood and agreed to comply	Yes
WARRANTY/SERVICES	<b>Warranty on Complete power genertor/DG Set</b>	24, 36 Or higher (month)
	<b>Number of preventive maintenance visits offered in an year during warranty period (Supply of all consumables is the buyer's responsibilty)*</b>	2
TEST REPORTS	<b>Test report Available for (Test/approval)</b>	Type Approval Certificate for the specified rating of the Power Generator from any of the designated agency authorized by CPCB, COP Certificate for engine, Type test report and Endurance test report for Engine as per IS: 10001 latest / IS: 10002 latest, Type test report for Alternator as per IS:13364 (Part-1) latest / IS:13364 (Part-2) latest to prove conformity to the specifications

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Shivnath Hansda	583118,NMDC Limited, Donimalai Complex, Donimalai, Karnataka	1	90

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**

1. **Generic**

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

2. **Generic**

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

### 3. **Warranty**

Warranty period of the supplied products shall be 2 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

### 4. **Scope of Supply**

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

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

Buyer Added text based ATC clauses

## **ADDITIONAL TECHNICAL SPECIFICATIONS/PARAMETERS OF 25 KVA DG SET.**

<b>ADDITIONAL PARAMETERS</b>	<b>COMPLIANC ES TO BE FILLED BY BIDD ER (IF YES/NO/ ANY DEVIATIONS</b>
<b>(1)</b> The work will be done under "CSR", hence appropriate board will be provided by the supplier. <b>(DETAILS OF APPROPRIATE BOARD TO BE PROVIDED BY THE SUPPLIER IS ATTACHED IN THE BUYER ADDED ATC)</b>	
<b>(2)</b> The area will be reverted to its original state as per requirement by the site in charge & CSR Dept.	
<b>(3)</b> A Toll-free number (starting with 1800) of OEM service centers is required for LED fittings.	
<b>(4)</b> There shall be a service center in Karnataka State by OEM for the offered product.	

## **Signature and Seal of Bidder**

## **General Terms and Conditions**

**THE TENDERER ARE KINDLY REQUESTED TO MAKE NOTE OF THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS BEFORE SUBMITTING BID/OFFER IN GEM PORTAL:**

### **1. PRICE BASIS:**

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

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

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

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

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

**2. INSURANCE: The Transit insurance of the materials should be covered by the successful tenderer.**

**3. TRANSPORT:**

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

Norms to be adhered while transporting the material:

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

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

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

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

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

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

**4. WARRANTY/GUARANTEE:** The materials offered shall be guaranteed/warranted for a satisfactory performance for a period of **02 years from the date of final acceptance of material at our stores**, against any manufacturing defects, faulty materials and bad workmanship etc.,

**5. PRE-DISPATCH INSPECTION: Before dispatch, the goods will be inspected by buyer/Consignee or their authorized representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the buyer: NMDC) at seller premises or at designated place for inspection as declared/ communicated by the seller) for their compliance to the contract specifications. Fee/ Charges taken by the External Inspection Agency and any external laboratories testing charges shall be borne by the buyer. For in**

-house testing, the seller will provide necessary facilities free of cost. Seller shall notify the buyer through email about readiness of goods for pre dispatch inspection and buyer will notify the seller about the Authorized Representative/Nominated External Agency and the date of testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected. Tested and passed by Buyer / consignee or its nominated External Inspection Agency prior to goods shipment. While bidding, the sellers should take into account 15 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 15 days shall be on part of the buyer and shall be regularised without Liquidated Damages.

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

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

**7. PAYMENT TERMS:**

- (1) No advance payment is acceptable.
- (2) 90% payment will be released after receipt and acceptance of materials at our stores and **after receipt of PDI report from user dept. Balance 10%** will be released after successful installation, commissioning and **submission of commissioning report from engineer in-charge.**

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

**8. TECHNICAL DATA SHEET:**

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

**9. FORCE MAJEURE CLAUSE:**

If at any time during the continuance of the purchase order (P.O.), the performance in whole or in part by either party or any obligation under this purchase order (P.O.) is prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods explosions, epidemics, quarantine restrictions or other acts of god, provided notice of the occurrence if any such event is given by either party to the other within twenty one (21) days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this purchase order (P.O.), and neither party shall have claim for damage against the performance and deliveries in such cases shall be resumed as soon as practicable after such an event has come to an end or has ceased to exist.

**10. VALIDITY:**

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

**11. WITHDRAWAL OF TENDER:**

After submission of tender if it is withdrawn before expiry of validity period, NMDC can take any one or more of following action(s) without notice:

- a) Suspension of Tenderer for a period of two years for submission of bids for tenders/contracts with NMDC Limited.
- b) Lodging complaint with NSIC/DGS&D/any other concerned Government departments
- c) Removal of supplier's name from the company's approved list of suppliers
- d) Forfeiture of submitted EMD.
- e) Any other action as per GeM Portal guidelines shall also be applicable.

## **12. RISK PURCHASE:**

If the successful bidder fails to adhere to quality norms, delivery schedule and other terms & conditions contained in the Purchase Order, NMDC Ltd. shall have the liberty to procure the ordered items from any alternate source at the successful bidder's risk and cost and successful bidder is liable to make good the loss incurred by NMDC Ltd.

## **13. PRICE/ PURCHASE PREFERENCE:**

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

## **14. RESERVATION OF RIGHTS TO REJECT / ACCEPT OFFERS:**

The Corporation reserves the right to reject or accept any offer/bid in part or full without assigning any reasons, or place order for part or full quantity. The Corporation also reserves the right to cancel the Purchase Enquiry without any discussions / correspondence with the tenderer.

## **15. TERMINATION/ SHORT-CLOSURE OF PURCHASE ORDER:**

The Corporation also reserves the right to terminate/short-close the Purchase Order at any time on giving 30 (Thirty) days written notice to the SELLER and in the event of such termination the PURCHASER shall not be liable to pay any cost or damage to the SELLER except for payment for the goods, already delivered as per the Purchase Order upto the date of termination.

## **16. SETTLEMENT OF DISPUTES:**

### **A) CONCILIATION:**

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

The Conciliatory Committee shall comprise of the following:

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

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

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

#### **B) ARBITRATION:**

- a)** All disputes or differences which may arise between the Owner and Supplier/Contractor in connection with this Contract (other than those in respect of which the decision of any person is expressed in the Contract to be final and binding) shall, after written notice by either party to the other, be referred for adjudication to the panel of 3 arbitrators, one each nominated by each party, i.e. owner and Supplier/Contractor; and the third arbitrator/umpire shall be chosen by the two arbitrators from among the retired Judges of any High Court/Supreme Court of India.
- b)** The arbitral tribunal shall give reasons for its award. Each party bear its own cost and the cost of arbitration shall be equally borne by the parties. The award rendered in any arbitration hereunder shall be final and binding upon the parties. The parties agree that neither party shall have any right to resort to legal proceedings concerning any dispute under this agreement other than to enforce or facilitate the execution of the award rendered in such arbitration.
- c)** The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time.
- d)** Arbitration between a Central Public Sector Undertaking of the Government of India (not under the Ministry of Steel) and the Employer shall be as per the guidelines of Ministry of Heavy Industries and Public Enterprises, Government of India.
- e)** 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.
- f)** The further progress of any work under the contract shall unless otherwise directed by the Owner/Engineer continue 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 during the arbitration proceedings.
- g)** The laws applicable to the Contract shall be the laws in force in India. The Courts of Hyderabad, Andhra Pradesh (A.P State) shall have exclusive jurisdiction in all matters arising under this Contract.

#### **17. CONFIDENTIALITY:**

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

#### **18. BANNING OF BUSINESS DEALINGS:**

For evaluation of the Tenders, NMDC would rely on the documents submitted and declarations made by the tenderer in connection with the Tender. Therefore, NMDC expects such documents and declarations to be true and authentic. In case it is found, at any stage, that the document(s) submitted and/or the declaration(s) made by the tenderer is/are false, NMDC reserves its right, notwithstanding any other rights/remedies under the terms and conditions of the tender, to ban business dealings with the tenderer for a period upto two years.

#### **19. LIMITATION OF LIABILITIES:**

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

- a)** The supplier/contractor shall not be liable to the employer, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs AND
- b)** The aggregate liability of the supplier/contractor to the employer, whether under the contract, in tort or otherwise including the cost of repairing or replacing defective equipment, shall not exceed the 100% (hundred percent) of the contract value.

ract price plus escalation if applicable as per contract, provided that this limitation shall not apply to any obligation of the contractor to indemnify the employer with respect to copyright, patent infringement, workmen compensation and statutory liabilities in general that the employer may be required to additionally bear due to default of the supplier/contractor.

## 20. DEVIATIONS:

- No deviation in technical specifications offered is permitted.
- No deviation in ADDITIONAL TERMS & CONDITIONS is permitted. However, for exceptional reasons if any deviation is felt necessary by the firm, it must be clearly indicated along with reasons. Acceptance of deviations is strictly at the discretion of NMDC.

## 21. PREFERENCE TO MAKE IN INDIA:

“Public Procurement Policy (Preference to Make in India) GOI Order No. P-45021/2/2017-B.E.-II dtd. 15/06/2017 read with revised Order No. P-45021/2/2017-P P (BE-II) dtd. 16.09.2020 and subsequent amendments/orders, if any, shall be applicable to this tender. Bidders are requested to fill the format as applicable as per enclosed **(ANNEXURE ATTACHED IN GTC)**, duly sealed and signed by authorized person in Part B. **IN ABSENCE OF SELF-CERTIFICATE REGARDING LOCAL CONTENT DECLARATION THE OFFER WILL BE LIABLE FOR REJECTION.**

## 22. BORDER SHARING:

The Govt. of India's OM No: F.No.:6/18/2019-PPD, Dt. 23.07.2020 regarding restrictions under Rule 144 (xi) of the GFR 2017 and subsequent amendments/orders, if any shall be applicable to this tender. Bidders are required to adhere to the same by submitted as per **(ANNEXURE ATTACHED IN GTC)**.

## 23. INSTALLATION AND COMMISSIONING:

**(a)** The equipment/item required to be installation & commissioning of at Donimalai project site by your personnel within **30 days from the date of receipt of materials.**

**(b)** Installation and commissioning at project, charges **shall be quoted in your basic price (i.e. basic + installation and commissioning at project) no separate installation and commissioning at project site charges will be paid extra.**

**(c)** Supplier's Engineer shall be deputed for installation and commissioning at project site for adequate period on getting confirmation from purchaser.

**(d)** Guest House accommodation only will be provided subject to availability upon cost basis i.e. on chargeable basis during installation and commissioning at project site.

**(e)** Local Transport will be provided by us upto Site.

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

**25. PENALTY:** In the event of placement of order, should the contractor **fail to deliver** the equipment/spares in full within the delivery date the corporation reserves the right to levy the penalty on the contractor @ 0.5 % of the price of the equipment/undelivered spares for each week or part thereof but not exceeding 5% of the value of equipment/undelivered spares. NMDC reserves the right to cancel the order or make al

ternative purchase of the materials of similar description from else where at the risk and cost of the supplier duly giving an advance notice of 30 days to this effect and in such an event the seller will be liable to pay any losses that may be incurred by the buyer. **The penalty will be calculated on the basic value of the equipment/spares.**

## **26. COMPLIANCE TO SA8000:**

Our Company is certified under SA8000 and as such you are required to confirm your company should comply as per the standards in Nationalized bank/scheduled commercial Bank in India (**ANNEXURE ATTACHED IN GTC**).

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

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

### **SPECIAL NOTE FOR MSE VENDORS:**

NMDC has registered with M/s. RXIL and M/s. Invoicemart TReDS platforms (.) All MSE vendors need to register themselves on any one of TReDS platforms for availing the facility of bill discounting on TReDS portal.

### **Contact Details:**

(1) M/s. RXIL, Mr. Rasesh S Mehta, M: 99667 10003, [rasesh.mehta@rxil.in](mailto:rasesh.mehta@rxil.in)

(2) M/s. Invoicemart, Smt. Gouri Manwani, M: 87909 62967, [gouri.manwani@invoicemart.com](mailto:gouri.manwani@invoicemart.com)

**Signature and Seal of Bidder**

## 6. Buyer Added Bid Specific ATC

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

### Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

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./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।

---Thank You/धन्यवाद---

