



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5551125  
Dated/दिनांक : 05-11-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	15-11-2024 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	15-11-2024 17:30:00
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	ICU Ventilators (V2) (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	Additional Doc 1 (Requested in ATC) *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	2 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**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	10000

**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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(a). 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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। 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।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

DGM-MATERIALS  
Donimalai Complex, NMDC Limited, NMDC Limited, Ministry of Steel  
(Dgm- Materials)

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public

Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

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

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

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

## ICU Ventilators (V2) ( 1 pieces )

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/कमशः 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
GENERAL	Product Description	ICU Ventilator
PRODUCT INFORMATION	<b>Patient Type</b>	Adult & pediatric
	<b>Type of technology</b>	Compressor
	<b>Tidal volume in ml</b>	(50 ml or less) to (1500 ml or more)
	<b>Respiration rate, breaths/min</b>	upto 150 or more
	<b>Trigger mechanism</b>	Both pressure and flow
	FiO2%	21 to 100
	<b>Inspiratory flow rate, L/min</b>	up to 150 or more
	<b>Inspiratory pressure, cm H2O</b>	upto 80 or more

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	<b>IE ratio</b>	1:10 to 4:1
	<b>Sigh breath function</b>	Yes
	PEEP/CPAP, cm H2O	upto 40 or more
	Pressure support, cm H2O	0 to 40 or more
	Leak compensation	Yes
	Auto 100%/Increase O2 button	Yes
	<b>Control panel lock</b>	Yes
	<b>Facility for double lung ventilation</b>	Yes
PATIENT ASSESSMENT TOOLS	Maximum wave forms displayed	3 (Pressure and time, volume and time , flow and time)
	<b>Number of loops</b>	2 loops (P-V, F-V) with facility of saving of 1 Loops for reference
	Maximum trending time in hrs	?72 hr
	<b>Lung recruitment tools (PV loops) / OLT (Open lung tools)</b>	Yes
	<b>Lung mechanics visualization tool</b>	Yes
	<b>Capnography/CO2 monitoring</b>	Yes
	<b>Esophageal / transpulmonary pressure monitoring</b>	Yes
	Modes of ventilation	Volume controlled, Pressure Controlled, Pressure Support, SIMV with Pressure support, SIMV with volume control with pressure support, CPAP/PEEP, Inverse Ratio Ventilation, Non invasive ventilation, Apnea /back up ventilation, SIMV (VC) with Pressure support, SIMV (PC) with Pressure Support, SIMV (PRVC) with Pressure Support
	<b>APRV(Airway Pressure Release Ventilation) /Bivent/Bi level</b>	Yes
	<b>MMV(Mandatory Minute Ventilation) + PSV (Pressure Support Ventilation) /ASV( Adaptive Support Ventilation ) or ALPV(Adaptive Lung Protection Ventilation) or Automode</b>	Yes
	<b>PRVC(Pressure-Regulated Volume Control ventilation)/Auto flow</b>	Yes

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	<b>High flow oxygen therapy</b>	Yes
	<b>Automatic weaning system provided</b>	Yes
	<b>Volume Support</b>	Yes
	Ventilation monitoring facility	The Ventilator is a Microprocessor Controlled ventilator with integrated facility for Ventilation monitoring
	Monitored / Displayed parameters	Peak inspiratory pressure, Mean airway pressure, PEEP pressure, Tidal volume, Minute volume, Spontaneous minute volume, FiO2 (analyzed %), Respiratory rate, Inspiratory time, Expiratory time, IE ratio, Plateau Pressure
	Availability of Status indicator on display	Ventilator mode, Battery life, alarm settings, clock
	Patient alarms	Low/high FiO2, Low/high minute volume, Low inspiratory pressure, High pressure, Low PEEP, High PEEP, Apnea, Continuous high pressure/occlusion, Inverse IE, High respiratory rate, Breathing circuit disconnect
	Equipment alarms	Gas-supply failure, Power failure, Vent inoperative, Low battery
	<b>RSBI (Rapid Shallow Breathing Index)</b>	Yes
	<b>Expiratory Time constant ( Tcexp)</b>	Yes
	<b>Compliance static and/or dynamic</b>	Yes
	<b>Inspired and/or expired resistance</b>	Yes
	<b>Occlusion pressure</b>	Yes
	<b>Inspiratory and expiratory hold</b>	Yes
	<b>Spontaneous frequency</b>	Yes
	<b>Total peep, intrinsic peep, extrinsic peep</b>	Yes
	<b>Expiratory block is autoclavable and no routine calibration required</b>	Yes
	<b>Auto compensation for ET Tube</b>	Yes
	<b>Facility for automatic compliance &amp; Leakage compensation for circuit available</b>	Yes
	<b>RS 232 out put port</b>	Yes

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	<b>USB/Memory card</b>	Yes
	<b>Availability of Remote alarm/display port</b>	Yes
	<b>Facility to Report (vent alarms and patient status)</b>	Yes
	<b>HL/7 Compliant out put</b>	Yes
	<b>Type of coloured display</b>	LED/LCD/TFT
	<b>Display should be touch screen</b>	Yes
	<b>NIV (Non Invasive Ventilation) to be possible in all modes of ventilation available</b>	Yes
	<b>Minimum Size of display (±2%)</b>	15.0 (inch)
	<b>Graphic display have automatic scaling facility for waves</b>	Yes
<b>HARDWARE AND ELECTRICAL REQUIREMENTS</b>	Power supply	220-240 V , 50 Hz AC
	<b>Provision of UPS</b>	Yes
	<b>Backup time in hrs</b>	2
	Internal backup battery	Yes
	Backup time of internal battery in mins	30 mins or more
	<b>Built in air source</b>	Air compressor (external)
	<b>Availability of stand alone compressor</b>	Yes
	<b>Compressor shall provide an oil free Medical air, with Peak output flow should be minimum 150 LPM and Air quality complying with ISO compressed air purity class</b>	Yes
	Medical Air Compressor should automatically activate in the event of wall air supply loss and replacement of internal filters should be performed without removing the compressor, to have washable air filter	Yes
	<b>Seller shall ensure compatibility of compressor with ventilator</b>	Yes

Specification	Specification Name/विशिष्ट का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	<b>Nebulizer with particle size less than 3 micron</b>	Yes
ADDITIONAL ACCESSORIES	Number of reusable silicon breathing circuits	2
	NV mask(Re usable)- Small,medium and large	2 Each
	Length of Power cord in m	? 3 m
	Flow sensor Placement	Both
	Number of flow sensor	2 Reusable
	Autoclavable exhalation valve/expiratory cassette / filter	2
	<b>Humidifier: Servo controlled with digital monitoring of inspired gas temperature with heating wire</b>	1
	Trolley for ventilator with circuit holding arm	Yes
CERTIFICATIONS	Compliance to Medical Device Rules (MDR) 2017 as amended till date	Yes
	Availability of valid Medical Device license for the product issued from the competent authority defined under Drugs and Cosmetic Act 1940 and Rules made there under as amended till date	Yes
	Certification for manufacturing unit	ISO:13485 (Latest)
	Availability of Test Report for each supplied batch/product as per Medical Device Rule (MDR) 2017 as amended till date	Yes
	Submission of all necessary certifications, licenses and test reports to the buyer at the time of bid submission or along with supplies as per buyer requirement	Yes
	Electrical Safety Standard	IEC 60601-1-2 or Equivalent BIS
	Safety and Essential Performance	IS 13450 Part 2 Section 12
MISCELLANEOUS PARAMETERS	OEM/Reseller (if supplied by reseller shall ensure uninterrupted availability of all spares for 10 years)	Yes

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Availability of toll free facility for technical support maintained by OEM or authorized agencies	Yes
	During the warranty period it shall be ensured that all the break down calls are attended with in 24 hrs and the complete details of service agents / contact details should be furnished to buyer and consignee at time of supplies	Yes
	User/Technical/Maintenance manuals to be supplied in English in hard and soft copy	Yes
	Details of equipments and procedures required for local calibration and routine maintenance to be supplied and advanced maintenance task documentation also to be furnished	Yes
	List of important spares and accessories, with their part numbers and price lists to be supplied to the buyer at the time of supplying the equipment	Yes
	Demonstration of equipment and training to be provided after completing supplies before acceptance	Yes
	The Principal Manufacturer must have direct Presence/approved service center In India	Yes
	Copies of reports and certifications to be furnished to buyer on demand at time of supplies	Yes
WARRANTY	<b>Warranty (years)</b>	5 Or higher <b>(year)</b>

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



S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	G Venkateswar Rao	583118,NMDC Limited, Donimalai Complex, Donimalai, Karnataka	1	120

**Special terms and conditions-Version:1 effective from 15-04-2024 for category ICU Ventilators (V2)**

1. All Provisions of Drugs and Cosmetics Act, 1940 and Rules (including Medical Device Rule 2017) made there under as amended till date will always be applicable. This will include all notifications issued by Central Drugs Standard Control Organization (CDSCO), Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.
2. The sellers are registered on GeM based on the self declaration of valid Medical Device License, product certification, test reports etc. However, buyers must check and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity/genuineness of Medical Device license, product certification, manufacturer certification/licenses, test reports etc.
3. In case of authorized resellers/distributors, it will be the legal & regulatory liability of the manufacturer to ensure that their resellers/distributors are operating in compliance with all relevant laws and regulations and are properly licensed to sell the manufacturer's products, including verifying the validity and authenticity of Medical Device license held by them.
4. The price offered by the seller/bidder shall not, in any case exceed the DPCO/NPPA controlled price or price fixed by State Government, if any. The seller must reduce the prices if there is any reduction in DPCO/NPPA ceiling price or price fixed by State Government, if any.
5. Any other Terms and Conditions which is not included or at variance with the conditions specified in STC/GTC, may be added by the buyer through Additional Terms and Conditions (ATC) in the bid to ensure items are procured from authentic/validated source with appropriate and applicable quality. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede specific STC which shall supersede General Terms and Conditions (GTC), whenever there are any conflicting provisions.
6. **Comprehensive warranty:** Comprehensive warranty shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares. During the warranty period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months. warranty shall not be including the consumables. Further there will be 98% uptime warranty during warranty period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend warranty period by double the downtime period.
7. **Service centres:** Details of Service outlets in India to render services for equipment to be furnished to buyer/consignees with complete address, telephone numbers, e mails etc at time of making the supplies. It shall be the responsibility of seller to ensure that authorized service centres are available to cater to the areas where supplies are made within reasonable distance from where the service calls can be handled. Details of toll-free numbers for service call and online registration of service requests also to be provided buyer/consignee at the time of supplies.
8. **Source of supply:** It shall be responsibility of seller to provide Documents regarding source of equipments such as copy of Performa invoice or any other documents to establish that the products supplied are manufactured by OEM indicated and sourced from them.
9. **Packing and Marking:** Medical equipments being very delicate and sensitive packing for the goods should be strong and durable enough to withstand transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. .The size, weights and volumes of the packing cases, remoteness of the final destination of the goods, availability or otherwise of transport and handling facilities at all points during transit up to final destination,. Quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall take into consideration the type of medical equipments being supplied. The accessories shall be suitably labelled and packed. Each of the package shall be marked on three sides with indelible paint of proper quality: indicating contract number and date, brief description of goods including quantity, Packing list reference number, country of origin of goods and any other relevant details.

10. **Spare Parts:** Seller shall provide materials, information etc. pertaining to spare parts manufactured and supplied by the OEM. It shall be ensured that the required spares are available for purchase at least for 10 years from date of supplies. In case due to any reasons the production of the spare parts is discontinued sufficient advance notice should be given to the buyer/consignee before such discontinuation to provide adequate time to purchase the required spare parts etc. Further, OEM and their service centres/dealers shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the equipments so that the same are available. OEM or reseller shall always accord most favoured client status to the buyer/consignee and shall give the most competitive price for spares and consumables of its machines/equipments supplied.
11. **Installation, Training, Manuals:** Seller shall be responsible to carry out Installation & commissioning, Supervision and Demonstration of the goods. They shall provide required jigs and tools for assembly, minor civil works for the completion of the installation and Training of Consignee's representatives for operating and maintaining the equipment and supplying required number of operation & maintenance manual for the goods. In case the category parameters are specifying any requirements regarding the installations, training and manuals the same shall also be applicable.
12. **Electrical safety checking:** Sellers are required to make sure that they furnish the list of equipments for carrying out routine and preventive maintenance to buyer/consignee .They should make sure to periodically check the electrical safety aspects as per BIS Safety Standards or equivalent .In case they do not have required equipment for such testing should ensure that the equipments checked for electrical safety compliance through labs with facilities for such checking during every preventive maintenance call.
13. **Software:** All software updates should be provided free of cost during warranty period.

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

### **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 by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

### **2. Scope of Supply**

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

### **3. Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

NMDC Ltd  
Account No.  
54050380070  
IFSC Code  
SBIN0040184  
Bank Name  
STATE BANK OF INDIA  
Branch address  
State Bank of India, Donimalai Township -583118

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

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

Buyer Added text based ATC clauses

#### **1. Bidders should submit complete detailed specifications catalogue for t**

## he quoted model

### 2. Earnest Money Deposit (EMD):

2.1 Bidders must deposit EMD of Rs. 10,000/- in the format of e-payment / BG / DD as described below. **Without EMD, the tender will be summarily rejected.**

- a) Bidders are required to deposit EMD in favour of NMDC Limited, from any Nationalized Indian Bank /Scheduled Commercial Bank (except cooperative and Gramin Bank) including a foreign bank having a branch in India in the form of Demand Draft (DD) / Bank Guarantee (including e-BG) valid for 6 months + 3 months claim expiry period in a prescribed format (Format enclosed below in **Annexure-I**). Soft copy of Demand Draft / Bank Guarantee needs to be uploaded along with tender which will be verified at the time of tender opening. Original BG copy needs to be send by Post/Courier immediately to DGM(Materials), NMDC Ltd., Donimalai - 583118, Ballari, Karnataka & it needs to be received within 15 days from the date of tender opening. **NMDC Ltd will not be responsible for any delayed receipt of EMD caused by postal authorities/courier services and loss in transit.**
- b) Bidders shall do bank transfer through NEFT / RTGS to NMDC bank account mentioned below in tender document. The proof of such transfer / transaction like UTR number copy etc. needs to be submitted with the Offer. (Format enclosed below in **Annexure - II**). NMDC is not responsible for any delay or failure of payments. EMD should be credited to NMDC's bank account before the tender due date and time.

Name: NMDC Ltd	Name: NMDC Ltd
Account No: 54050380070	Account No: 1079201000001
State Bank of India, Donimalai Township	Canara Bank, Donimalai Township
IFSC : SBIN0040184	IFSC : CNRB0001079

- 1.2. MSE units are required to submit the valid documentary evidence as per provisions of the government policy to claim EMD exemption. **Traders / Dealers are not eligible for any MSE benefits. Only Manufacturer of the quoted product will be eligible for MSE benefit.**
- 1.3. Bidder's EMD will be forfeited if the bidder withdraws or amends its/ his tender or impairs or derogates from the tender in any respect within the period of validity of the tender.
- 1.4. **Refund of EMD:** EMD should be refunded / returned to the unsuccessful Bidders within 30 days after placement of the order / tender is cancelled. For successful Bidders, EMD will be returned after receipt of SD/PBG. However, in case of two packet or two stage bidding, EMD of unsuccessful bidders will be returned within 30 days after declaration of result of first stage i.e. techno-commercial bids evaluation.
- 1.5. Bidder shall be responsible for the correctness and completeness of the BG / DD / Bank transfer submitted towards EMD. In case the EMD submitted is not as per the value specified in the tender, the same shall be **summarily rejected.**
- 1.6. **EMD exemptions as per GeM shall be considered.**
- 1.7. Bidder is required to submit EMD, along with their offer for consideration of their bid, unless & otherwise exemption has been permitted in the ATC & GeM GTC. **The tenders received without EMD shall be summarily rejected.**

### 3. PERFORMANCE BANK GUARANTEE (PBG):

PBG @ 10% of contract value shall be submitted by successful bidder of order placement with validity for warranty period plus three months claim period in favour of NMDC Limited (As per NMDC Format attached in Annexure-III), from any Nationalized Indian Bank/Scheduled commercial bank (except Co-operative and Gramin Bank) i

ncluding 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 the event of placement of an order, should the supplier fail to submit the PBG within 30 days of dispatch of materials, a penal interest at 12% per annum of the PBG amount shall be charged beyond 30 days i.e. from the 31st day of effective date of dispatch of materials.

The PBG will be forfeited and credited to the NMDC's account in the event of a breach of contract by the contractor.

Bank Guarantees, either received in physical form or electronic form, will be verified for its genuineness/ correctness from the respective banks before acceptance of the same.

**5. INSTALLATION AND COMMISSIONING: Installation and commissioning of the equipment shall be in the scope of the Supplier. You have to depute your engineer to our Project for sufficient period to carry out the above activity. Quoted rates should be inclusive of installation and commissioning charges. Further separate invoice should not to be raised for I&C charges. **SITE REQUIREMENTS should be clearly spelt out by tenderer in their offer****

**Supplier's Engineer shall be deputed for the installation and commissioning and trial run for adequate period at site on getting confirmation from NMDC. 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 guesthouse on chargeable basis. Supplier has to take necessary insurance coverage for their men and materials. The supplier shall be full responsible for any damage/loss caused to the materials and injuries/any eventualities caused to the workmen.**

6. **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.

#### 5. 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---**