



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5699873
Dated/दिनांक : 12-12-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	02-01-2025 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	02-01-2025 18:30:00
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	4000
Item Category/मद केटेगरी	BENTONITE - 1600024530
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	BENTONITE
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Bentonite (ONGC), Bentonite for Bulk Supply as per IS 6186, Bentonite as per IS:6186
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none">Bentonite (ONGC)
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),Additional Doc 2 (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
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	Yes

Bid Details/बिड विवरण	
RA Qualification Rule	H1-Highest Priced Bid Elimination
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
Arbitration Clause	Yes (Arbitration clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	254000

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 कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी 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 (Mat) HOD
NMDC Ltd Donimalai Complex, Sandur (Tq), Ballari (Dist) , Karnataka (St) - 583118
(W Vinod)

Splitting/विभाजन

Splitting Applied	Yes
Maximum No. Of Bidders Amongst Which Order May Be Split	2

Split Criteria based on which quantity will be distributed	AS PER CLAUSE NO 20 OF ATC
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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. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

BENTONITE - 1600024530 (4000 metric tonne)

(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

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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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	Nishant Topno	583118,NMDC Limited, Pellet Plant, Donimalai, Karnataka State.	4000	540

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) : Only supply of Goods

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Annexure-I

SCOPE OF WORK, QUANTITY AND DETAILED SPECIFICATIONS

Scope of work and Specifications:

Supply, loading, transportation and unloading of Bentonite to NMDC Limited, Pellet Plant, Donimalai, Bellary District, Karnataka.

Specifications with Price Adjustment:

A. Bentonite - 1000002347- 4000 MT

Sl.No.	DESCRIPTION		ACCEPTABLE RANGE
1.	Chemical Composition	Fe (Fe₂O₃) SiO ₂ Al ₂ O ₃ LOI	14% (Maximum) 54% (Maximum) 16 - 19% 8 - 12%
2.	Physical Properties	Moisture Size in mm	13% - 25 mm
3.	Process Properties	18' Green Drop No. Dry Compression Strength PWA (Plate Water Absorption) in points MBA (Methyl Blue Absorption) Swelling Index Colloids	5 (Minimum) 500 N 500 - 600 28 ml/g 100%

Penalty/Price Adjustment:

1. Plate Water Absorption (PWA) falls below 500 for all samples, the price will be reduced by 5% per MT on Basic cost basis, prorated for each 50 points drop. Minimum acceptable limit of PWA is 400 points and for PWA below 400 points, the material will be rejected.
2. If moisture is in excess of 12%, penalty of 1% on Basic cost for each 1% excess in moisture above 12% will be imposed on prorate basis. Tolerance up to 14% moisture will be allowed and Bentonite Lumps above 14% moisture will be rejected.
3. Swelling Index falls below 28 ml/g, 1% penalty on Basic cost for each 1 ml decrease on prorate basis. Tolerance up to 26 ml for free swelling value is allowed and Bentonite Lumps below 26 ml free swelling value will be rejected.

4. Size above 25 mm material will be rejected.

5. SiO₂ above 54% will be rejected.

Note: No bonus / increment will be applicable for improvement in specifications observed over the values offered and guaranteed by the seller.

ANNEXURE - II (A)

(A) ATC - EMD &Pre-Qualifying Conditions

Any person registered with GeM Portal and submitting the tender shall be deemed to have necessary authority on behalf of the tenderer and if it subsequently comes to light that at the person submitting the 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.

Any corrigendum about this tender shall be displayed in the GeM Portal only and will not be published in Newspapers/Journal.

The tenderer should furnish the following required details while submitting the technical-commercial (Part-A) offer.

SUBMISSION OF BIDS:

Bids are to be submitted online on GeM portal as per the instructions on the GeM portal and as per time-lines mentioned in the GeM bid document:

- **Display of Tender Documents** : **As per GeM**
- **Last Date & Time of Tender Submission** : **As per GeM**
- **Date & Time of opening of Part-A of Tender** : **As per GeM**

The bids shall be submitted in **TWO** parts i.e., Part-A and Part-B in GeM Portal.

- The **Part-A** shall include the scanned copies of - technical offer, commercial conditions, PQC documents, other documents to be submitted in GeM Portal.

The **Part-B i.e. Priced Offer** shall be submitted by the bidder in GeM Portal.

The date & time of opening of Part-B/ Priced-offer and launching of Reverse Auction shall be as per GeM Portal functionalities after technical & commercial evaluation of the Tender in the GeM Portal as per GeM Portal guidelines.

VERY IMPORTANT NOTE:

THE BIDDERS ARE ADVISED TO UPDATE THEIR SELLER PROFILE (GST, GST-CESS, MSE, MII, ETC.) IN GEM PORTAL BEFORE UPLOADING THE BID IN GEM PORTAL.

NO SEPERATE CLAIMS IN ANY RESPECT (LIKE- ADDITIONAL PAYMENT OF GST AMOUNT, CESS AMOUNT, EXEMPTION TOWARDS MSEs, EXEMPTION TOWARDS MII, ETC.) SHALL BE ENTERTAINED BY NMDC LTD IN THE EVALUATION STAGE AT GEM PORTAL.

1. Earnest Money Deposit (EMD):

1.1. Bidders must deposit EMD of Rs. 2,54,000/- 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-III**). 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 - IV**). 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 pro

visions of the government policy to claim EMD exemption. **Traders / Dealers are not eligible for any MSE benefits. Only Manufacturer of the quote d 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.

2. Pre- Qualifying Conditions:

- A. The prospective bidder (which term shall mean and include the Manufacturer/ Dealer and / or its agent(s). viz. channel partner, Marketing / Trading houses or by whatever other name is known) should have supplied jointly or severally as the case may be at least 3,200 MT of Bentonite within any continuous 18 months in one or multiple contracts during last 10 Years, ending last day of the month previous to the month in which the tenders is issued.
- B. The following documents are to be submitted in support of PQC as stated for bid evaluation.
 - a. The tenderer should submit the Notarized Copy (s) of Work Completion Certificate issued by their Buyer stating that they have received and executed the minimum quantity of 3,200 MT of Bentonite within the continuous period of 18 months during the last 10 Years, ending the last day of the month previous to the month in which the tender is issued.
 - b. A Notarized copy of the purchase order(s) issued by buyer against which they have executed the above quantity should also be furnished. However, NMDC reserves the right to verify the above or get the performance details from the concerned buyer/customers.

Bidders satisfying the points a) & b) shall be qualified for participation in the tender.

Note:

- Bidder should submit documentary proof such as Notarized copy of Purchase Order & corresponding notarized copy of performance certificate as mentioned above . However, NMDC reserves the right to verify the above from the concerned buyer /customers or request for additional details to validate the credentials submitted. Details of purchase order documents and other details may be provided as per An

nexure- III.

Clarification of Bids/ Shortfall Documents:

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

(Example: if the Permanent Account Number, registration with sales tax/ VAT has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above). So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. **For example, if the bidder has submitted a supply order without its completion/performance certificate, the certificate can be asked for and considered. However, no new supply order should be asked so as to qualify the bidder.**

3. INTEGRITY PACT:

The tenderer must be required to accept the "Integrity Pact" enclosed along with the tender document as per **Annexure IX** and shall submit the same duly signed along with the offer in a separate sealed envelope duly superscribed with "Integrity Pact". **Offer of the tenderer received without duly signed Integrity Pact will not be considered.**

The procedure for submission of integrity pact would be as follows

- The Indian bidder should submit the integrity pact on Letter Head of Tenderer duly signed by the authorized representative on all pages.
- In case of overseas bidder, the bidder shall submit the integrity pact on his company's letter head duly signed by the authorized representative.
- If the bidder/contractor is a partnership or a consortium, the integrity pact shall be signed by all the partners or consortium members.
- At the time of tender opening, the envelope containing the integrity pact will be opened and signed by the tender issuing officer or his authorized nominee.
- All the pages of the integrity pact should be signed by both, the principal as well as the bidder.
- The bidder should not change the contents of the integrity pact.
- The principal or his representative will sign the Integrity pact after opening of the Tender.

The details of the External Independent Monitor nominated for this tender are given here as under

Sl. No.	Name of the External Independent Monitor & Address
1.	Shri AnupKrishanMehra, DIRECTOR (COMMERCIAL), MOIL (RETD.) Email: anupmehra1955@gmail.com

2.	Shri VishvapvanPati, IPoS (Retd.) Email: vp Pati_2000@yahoo.com
3.	Shri. Venugopal K. Nair, IPS (Retd.) Email: vgknair@gmail.com

ANNEXURE - II (B)

(B) ADDITIONAL TERMS AND CONDITIONS

1. PRICE:

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, Pellet Plant, Ranjitpura, 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 Bentonite , statutory charges, royalties, handling and stevedoring, loading, freight/ transportation, insurance, permit/ license charges, GST cess, unloading at our site and all other incidentals. **UNLOADING IS IN THE SCOPE OF SUPPLIER.**

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. The transit insurance charges are already inclusive in the quoted price.

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.
- g) Insurance for the labour / machineries involved in transportation and unloading of materials are in the scope of supplier.

4. QUANTITY DETERMINATION:

The weight recorded at Pellet Plant's Road weighbridge shall be final and binding for all purposes. It will be responsibility of the supplier to inform the arrival of the vehicles to the consignee at least 24 hours in advance.

5. QUALITY DETERMINATION AND SAMPLING & ANALYSIS:

The sampling of Bentonite will be carried out on receipt after unloading at site. Determination of quality of Bentonite shall be done in NMDC Laboratory or through the designated/ nominated approved Government lab, which will be final and binding in all respects. The supplier may depute their authorized representative to witness the sampling and analysis process.

In case of major variations/ disputes representative samples may be sent to CFRI laboratory at Supplier's cost whose analysis will be final and binding. Sampling and analysis shall be made in accordance with the latest revision of the relevant IS standards.

For the purpose of Inspection (Sampling & Analysis), the following procedures shall be adopted: **Sampling shall be done for whole lot of 250 MT or as desired by Consignee. Samples should be drawn as per standard practice and analysis of the elements will be done.**

6. PAYMENT:

Our standard payment terms are as below:

- Advance payment terms are not acceptable.
- 100% payment with full applicable taxes, statutory levies and duties, if any, will be made within 40 days after receipt & acceptance of material at NMDC Pellet Plant end after adjusting the quality, quantity and penalties leviable as per the order terms on uploading of documents in NMDC VIM portal along with submission of following documents:
 - a. Tax Invoice.
 - b. NMDC weighbridge report for quantity received.
 - c. Security Deposit
 - d. Laboratory analysis report of NMDC.

Vendor Invoice Management Portal (vim.nmdc.co.in/velocious-portal-app) is launched by NMDC in order to facilitate payment processing for vendors. Successful bidder has to mandatorily upload digitally signed invoice along with soft copies of all requested documents (Digitally signed invoice / Scanned Invoice Copy, Lorry Receipt, Warranty Certificate, Test Certificate, Security etc.) in the VIM portal to claim payment as per payment terms after dispatch of items. In order to obtain login credentials, supplier needs to send us request mail after receipt of order to get vendor registration link via registered mail ID. In case of scanned invoice copy is uploaded, original invoice needs to be submitted for payment.

Bank Account details are to be provided so that payment can be released through e-payment mode.

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

8. PAYING OFFICER:

ü HOD (Finance), NMDC Limited, Donimalai, Bellary District, Karnataka.

ü Invoice needs to be raised on Pellet Plant GST - 29AAACN7325A2ZQ.

9. SECURITY DEPOSIT:

Successful bidder(s) should deposit security deposit to NMDC Ltd @ **5 % of the Contract value within 30 days** of PO towards satisfactory execution of the contract from any Nationalized Indian Bank/ Scheduled Commercial Bank (except cooperative and Gramin Bank) including a foreign bank having a branch in India in either of the following modes:

a) Demand Draft (DD) / Bank Guarantee (including e-BG) as per NMDC form attached in Annexure- VII for delivery period + 3 months claim period.

b) Bank transfer through NEFT / RTGS to NMDC bank account details as follows:

Name: NMDC Ltd Account No: 54050380070 State Bank of India, Donimalai Townsh ip IFSC : SBIN0040184	Name: NMDC Ltd Account No: 1079201000001 Canara Bank, Donimalai Townsh ip IFSC : CNRB0001079
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The proof of such transfer / transaction like UTR number copy etc. needs to be submitted to NMDC within **30 days** of Order placement. In case the materials are supplied as per PO quantity and received **within 30 days** of PO, the security deposits **shall be exempted.**

In the event of placement of an order, should the supplier fail to submit the Security Deposit within 30 days of PO, a penal interest at 12% per annum of the SD amount shall be charged beyond 30 days i.e. from the 31st day of effective date of contract.

The Security Deposit Bank Guarantee / amount will be returned by MM Department once the complete supply is made and accepted.

Liquidated Damages claimed by NMDC, if any, against discrepancy in supply or completion of job/ work (delay in supply / supply of deficient materials / failure to supply/ failure to complete job/ work etc.) will be adjusted against Security Deposit wherever the supplier is responsible for discrepancy in supply and Force Majeure is not involved.

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

10. DELIVERY PERIOD:

- Supply should be made at the rate of 250 MT per month from the date of issue of purchase order. The supply of Bentonite shall be as per the delivery schedule which can be revised as per requirement.
- The supply of Bentonite shall be completed within the period of 18 months from the date of issue of purchase order.
- However, in case of any specific intimation from the Consignee with regard to delivery period, the consignment may be rescheduled for supply beyond the specified period. Supplier should take clearance from the consignee before dispatch of each consignment.

11. Place of Delivery: The ordered items should be delivered at NMDC Limited, Pellet Plant, Ranjitpura, Donimalai, Bellary District, Karnataka State.

12. PENALTY:

- a)** 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 sha

It reserves the right to levy Liquidated Damages on the supplier at **0.5% of the basic order value (excluding GST)** of the **undelivered stores** for each week or part thereof of delay but not exceeding **5%** of the basic order value (excluding GST) of such materials.

- b)** The payment of liquidated damages shall not in any way relieve the Supplier from any of its obligations to complete the PO or from any other obligations and liabilities of the Supplier under the Purchase Order.
- c)** Liquidated Damages shall be levied against suppliers / contractors in case of delay in supply of materials beyond the date of delivery specified in Purchase Order. If the delay in completion of supply is attributable to NMDC or force majeure condition only, liquidated damages will not be levied.
- d)** For the portion of delay attributable to NMDC or Force Majeure, Liquidated damages (LD) are not applicable.
- e)** For the portion of delay attributable to supplier, Liquidated damages will be applicable. Increase / fresh imposition of taxes and duties during the extended period will be to the account of the party. However, NMDC shall allow the same to the extent for which Input Tax Credit (ITC) can be availed by NMDC against these levies. Any decrease in taxes and duties during the extended period will be availed by NMDC.

13. TAXES AND DUTIES:

Standard Taxes, Duties and Levies etc.:

- 1. GST Registration Status and GSTIN (15-digit registration number):**
 - a) All the bidders/ Bidders should ensure that they are GST compliant and that their quoted tax structure/ rates are as per the GST Act/ Rules.
 - b) Bidder should be registered under GST and furnish their GSTIN number and GST Registration Certificate in their offer unless they are specifically exempted from registration under a specific notification/ circular/ section/ rule issued by statutory authorities.
 - c) If the bidder has multiple business verticals in a state and has separate registrations for each vertical, the GSTIN of each vertical concerned with the supply and service involved, as per the scope of the Schedule of Requirements and Price Schedule, shall be quoted.
 - d) If the supply/ service is from multiple states, the bidder should mention GST registration numbers for each state separately.
 - e) **Composition scheme:** If the Bidder has opted for a composition levy under Section 10 of CGST, he should declare the fact while bidding along with GSTIN and GST registration certificate.
 - f) **Exemption from Registration:** If a bidder is not liable to take GST registration, i.e., having turnover below threshold, he shall submit undertaking/ indemnification against tax liability. The bidder claiming exemption in this respect shall submit a valid certificate from a practising Chartered Accountant (CA)/ Cost Accountant with the Unique Document Identification Number (DIN) to the effect that the bidder fulfils all conditions prescribed in notification exempting him from registration. Such bidder/ dealer shall not charge any GST and/ or GST Cess in the bill/ invoice. In such case, applicable GST shall be deposited under Reverse Charge Mechanism (RCM) or otherwise as per GST Act by the NMDC directly to concerned authorities. Bidder should note that his offer would be loaded with the payable GST under the RCM. Further, the bidder should notify and submit it to the NMDC within 15 days of becoming liable for registration under GST.
 - g) Bidders must also consider the benefits of input tax credit under the GST legislation, as amended from time to time, on Input goods/Capital goods / Input Ser

vices while quoting the prices.

- h) In their bids, the bidders shall indicate the details of their GST Jurisdictional Assessing Officers (Designation, address, email ID). In case of a contract award, the Purchaser shall immediately forward a copy of the LOA/Purchase Order to the Jurisdictional Assessing Officer mentioned in the bidder's bid.
- i) The NMDC's state-wise GSTINs shall be indicated in Tender Documents.

2. HSN Code and GST Rate:

- a) If provided in the Tender Document, the HSN (Harmonized System of Nomenclature) code for the goods is only indicative. The bidder shall be responsible for ensuring that they quote the correct HSN Code and corresponding GST rate for the goods they offer.
- b) As per the GST Act, the bid and contract must show the GST Tax Rates (and GST Cess if applicable) and GST Amount explicitly and separately from the bid/ contract price (exclusive of GST). So, if a Bidder asks for GST (and GST Cess if applicable) to be paid extra, the rate and nature of such applicable taxes should be shown separately. Bidders should quote 'GST' if payable extra on the total basic rate of each cost element and quote GST in '%' inclusive of cess.
- c) If the price is stated to include GST, the bidder must declare the current GST rate (and GST Cess, as applicable) included in the price.
- d) If GST, other taxes, or duties are not specified, or the column is left blank in the price schedule, it shall be presumed that no such tax/ levy is applicable or payable by the NMDC. No Statutory Variation in GST shall be paid in such a case.

3. Refund from Supplier: Sometimes, the supplier, after claiming and receiving reimbursements for GST, from the purchaser, applies to the concerned authorities for refunds, on genuine grounds, of certain portions of such duties and taxes paid by it and receives the allowable refunds. Such refunds contain the purchaser's share also (out of the payments already made by the purchaser to that supplier). The tender enquiry document and the contract are to contain suitable provisions for obtaining such refunds from the supplier.

4. Statutory Duties/ Taxes/ Levies that are to be borne by the bidder:

Following Statutory Duties/ Taxes/ Levies are to be entirely borne by the bidder, including any statutory variations thereon and the NMDC would not be responsible for these:

- a) **Personal and Corporate Tax:** Bidder shall bear all Personal/ Corporate taxes imposed on owners/ company/ Joint Venture/Subcontractors or their employees.
- b) **Taxes on Sub-Contractors, Vendors:** Bidder shall bear all taxes, including GST, as may be imposed on Contractor or supply-chain (sub-Contractors, Vendors, etc.).
- c) **Duties/ Taxes on Raw Materials:** The NMDC is not liable for any claim from the contractor on account of fresh imposition and/ or increase (including statutory increase) of GST, customs duty, or other duties on raw materials and/ or components used directly in the manufacture of the contracted Goods taking place during the pendency of the contract unless such liability is expressly agreed to in terms of the contract.

5. Applicability to Imported Goods/ Services:

Following the implementation of GST, the import of commodities shall not be subject to erstwhile applicable duties like safeguard duty, education cess, basic customs duty, antidumping duty, etc. All these supplementary customs duties are subsumed under GST. If imported into India, the supply of commodities, services, or both shall be considered as supply under inter-state commerce/ trade and shall attract integrated tax (IGST). The IGST rate and GST cess shall be applicable on the 'Customs Assessable Value' plus the 'Basic Customs duty applicable thereon.'

14. FORCE MAJEURE CLAUSE:

A Force Majeure (FM) means extraordinary events or circumstances beyond human control.

ontrol, such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause).

An FM clause in the contract frees both parties from contractual liability and obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not entirely excuse a party's non-performance but only suspends it for the duration of the FM. The firm must give notice of FM within a reasonable time as the conditions permit (say, not later than 14 days after its occurrence), and it cannot be claimed ex-post facto.

There may be an FM situation affecting the purchase organisation only. In such a situation, the purchase organisation is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (ninety) days, either party may, at its option, seek to terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

15. INSPECTION:

Inspection of the Bentonite will be carried out at project site after receipt which will be final and binding. In case the material supplied are rejected either fully or partly on account of not meeting physical/ chemical specifications, or other reasons, the supplier will have to supply the same up to destination point. The freight and incidental charges for return of the rejected materials will have to be borne by the supplier. In case, rejected materials are not collected after receipt of rejection notice, no liability in respect of loss, damage, deterioration, etc shall lie with the Corporation.

16. 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.

17. 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:

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

If the bidder withdraws or modifies their bid during the period of validity or if t

They are awarded the contract and fail to submit performance security as per the deadline defined in request for bid documents, they will be suspended from being eligible to participate in future tenders as per the prevalent guidelines of NMDC.

18. COMPLIANCE WITH GOVERNMENT ORDERS:

Bentonite to be supplied under the agreement is meant for the purposes of use in the Pellet Plant of NMDC Ltd, at Ranjitpura, Donimalai, Bellary District, Karnataka.

Successful tenderer shall ensure compliance of all regulations, conventions, policies, guidelines, orders, etc (issued by Government) in force related to any or all the activities covered in supplying the material to NMDC Ltd. like loading, transportation, clearances if required any, insurance, permits, handling & forwarding, unloading, etc.

In case of any modifications in any of the provisions in respect of supply of Bentonite during the currency of the agreement, the same shall be applicable and binding on successful bidder and NMDC Ltd with immediate effect.

19. PARALLEL CONTRACT:

NMDC reserves the right to enter into parallel contracts for procurement of Bentonite during the currency of the contract and the bidder shall confirm his acceptance of the same.

20. SPLITTING OF ORDER:

Requirement will be splitted among the bidders as follows:

Counter offer: - NMDC Ltd finalizes purchase with more than one party, the L1 offer (Lowest Offer) shall be offered to all the other quoting firms on sequential basis and parallel Purchase order will be concluded on acceptance of counter offer. NMDC may enter into the contract with Maximum 02 qualified suppliers, subject to the condition that other qualified bidders shall match the L1 price offered by qualified L1 bidder.

Distribution of quantities:

- A. Those bidders who accept the counter offer prices may be awarded parallel purchase order to meet the requirement. Distribution of quantity will be as follows:

In case, counter offer is agreed by other supplier / bidder.	Quantity distribution will be	
	L1 firm	L2 firm
One firm	70%	30%

- B. In case the L-1 can be ordered 70% of the tendered quantity, being originally lowest and balance 30% quantity can be ordered on L-2 subject to matching L1 rate.
- C. Next lowest bidders will be asked to match the L1 price through GeM portal. Bidders should mandatorily accept their willingness to match L1 rate through GeM portal without fail within time period provided by GeM portal.

- D. If there are more than 02 qualified bidders, L2 bidder expresses their inability to match the L1 price offered by L1 bidder, then, next bidder in the order of merit shall be considered subject to matching of the L1 price offered so as to make a panel of total 02 suppliers only.
- E. In case counter offer is not accepted by any other firm, 100% qty shall be allocated to L1 firm.
- F. In case two firms have quoted same L1 price rate even after RA, quantity shall be distributed equally.
- G. In case more than two firms have quoted same L1 price rate even after RA, GeM system generated lottery system will be followed to arrive at L1, L2 & L3 bidder as per the GeM portal guidelines. Otherwise, lottery system will be processed with the presence of bidders at NMDC Premises as per the modalities decided by NMDC.

L1 : The First bidder who has offered L1 price

L2 : The Second bidder who has offered second lowest price

L3 : The Third bidder who has offered third lowest price etc.

The tendered goods are likely to be distributed. The tendered quantity among two (or) three firms i.e. in **the ratio of 70:30 respectively**, subject to matching of the lowest tender price on destination cost basis. However, while placing the order, Govt Circular regarding price/ purchase preference are to be taken care of and negotiations can be held as per the guidelines issued from time to time.

21. PRICE/ PURCHASE PREFERENCE:

Any purchase preference to MSE Vendors and Make In India Policy, shall be based on the extant guidelines of Govt. of India and guidelines of NMDC.

i) Public Procurement Policy (PPP) for Micro and Small Enterprises (MSEs):

RIS In line with the Public Procurement Policy (PPP) for Micro & Small Enterprises (MSEs) Order, 2012, issued vide Gazette Notification dated 23.03.2012 and amendments thereof the bidders who is registered as Micro/ Small Enterprises must submit valid self-certificated copy of Udyam Registration Certificate (URC) issued after registering on the Udyam Registration Portal i.e.

<https://udyamregistration.gov.in>

In case of Udyam Registration Certificate (URC) is not provided, they shall not be eligible to the benefits admissible under the Act.

ii) Public Procurement (Preference to Make In India), Order 2017:

Procurement against this tender will be governed by the provisions enumerated in Govt. of India order no. P-45021/2/2017-PP(BE-II) dt. 15.06.2017 duly amended dt. 28.05.2018, 29.05.2019, 04.06.2020 and 16.09.2020. Any subsequent modification/ guidelines issued further from time to time shall also be applicable.

The Bidders shall provide self-certificate/ certificate from the Statutory auditor or Cost Auditor of the Company (in the case of companies) / from a practicing Cost Accountant or practicing Chartered Accountant (in respect of suppliers other than companies), as applicable, indicating whether they are class-I local supplier/ class-II local supplier as per NMDC Format to be submitted along with Techno-Commercial Bids.

MSE / MII PURCHASE PREFERENCE:

For Micro Small Enterprises (MSE) & Make In India (MII) purchase preference, bidder shall apply in GEM portal for Purchase Preference and submit relevant latest document as per requirement. In case they did not apply MSE / MII benefit in GeM portal (or) not submitted valid documents after applying MSE/MII preference, they will not be eligible for MSE/ MII purchase preference.

22. 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.

23. 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.

24. BANNING OF BUSINESS DEALINGS:

For the evaluation of tenders, NMDC would rely on the documents submitted and declarations made by the bidder 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 a bidder 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 bidder for a period of 06 Months to Three Years as per the decision of NMDC Limited.

The "Guidelines on Banning of Business Dealings" as applicable on the date of tender opening shall form part of the Tender/Contract. These guidelines are available on NMDC website.

25. LIMITATION OF LIABILITIES:

Except in cases criminal negligence of willful non-performance or willful 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 at 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.

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

26. SETTLEMENT OF DISPUTES:

A. APPLICABLE LAW:

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

B. AMICABLE SETTLEMENT:

1. 6.23.2.1 If any dispute arises between the NMDC and Supplier as specified in Purchase Order, the parties shall 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 than five sittings.

The prevailing sitting fee of IEM as per Company 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 NMDC, shall be shared equally.

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

C. CONCILIATION

- I. If the parties fail to settle the disputes through amicable settlement process, the parties shall take recourse to the conciliation proceedings for resolving such dispute, question, claim or differences.
- II. A party ("claimant") shall notify the other party ("respondent") in writing about such a dispute it wishes to refer for Conciliation within a period of 30 days from the date of closing of Amicable Settlement process or 90 days from date of notification of NMDC's/ Engineer's estimate of Supplier's claim. Such Invitation for Conciliation shall contain sufficient information as to the dispute to enable the 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.
- III. The conciliation process shall be initiated by appointment of a Sole Conciliator or Conciliatory Committee. The Conciliatory Committee shall comprise of either Sole Conciliator or Conciliatory Committee 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 maintained by NMDC. CMD, NMDC shall suggest three names to the Supplier to constitute the Conciliatory Committee within 30 days of receipt of notice for conciliation. The Supplier shall submit the consent for Conciliatory Committee within 14 days of receipt of recommendation from NMDC.
- IV. The selection of Sole Conciliator or the Conciliatory Committee shall be decided bas

ed on the claim amount and guidance on the same is provided below. Number of conciliators depending on the claim amount is detailed in the table below:

Claim Amount (excluding Interest)	Number of Conciliator/s
UptoRs. 2 crores	Sole Conciliator to be appointed
Above Rs. 2 crores up to Rs. 250 Crores	Conciliatory Committee to be appointed

- V. The above committee shall conduct the conciliation proceedings in accordance with the provisions of Arbitration and Conciliation Act 1996 and its amendment thereof. The venue of the conciliation shall be at Hyderabad.
- VI. In the case of any vacancy the CMD, NMDC shall suggest name(s) for substitution on the Conciliatory Committee. The Supplier shall submit the consent within 14 days. Failure of Supplier's consent within 14 days shall be considered as deemed acceptance of the suggested member(s) by the Supplier.
- VII. 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.
- VIII. The Conciliatory Committee members shall give a declaration of independence and impartiality to both the parties before the commencement of the Conciliatory Committee proceedings.
- IX. 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
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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.

- X. 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.
- XI. 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.

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

XIII. 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.

XIV. Solicitation or any attempt to bring influence of any kind on either Conciliatory

XV. 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.

XVI. 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.

XVII. 6.23.3.16 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.

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

XIX. 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

D. ARBITRATION:

I. 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 pro

vided. 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.

- II. 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 - upto 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 - upto 25% of Purchase Order value (Above claim amount shall be within the limits of Rs. 5 crores and uptoRs. 100 crores)	3 Arbitrators to be appointed

Refer clause No. 6.23.4.7 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.

III. **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 any one of the persons named to be appointed as a sole Arbitrator and intimate its selection within 30 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 authority a panel of three names of persons who shall also be unconnected with the organization by which the work is executed. The appointing authority shall on receipt of the names as aforesaid select any one of the persons named and appoint him as the sole Arbitrator. If the appointing authority fails to select the person and appoint him as the sole Arbitrator within 30 days of receipt of the panel and inform the Supplier accordingly, the Supplier shall be entitled to invoke the provisions of the Indian Arbitration and Conciliation Act 1996 as amended from time to time.

IV. **Appointment of 3 Arbitrators:**

In case of 3 Arbitrators one arbitrator shall be selected by each party and notified the other party within a period of 30 days from the notice of invoking arbitration. The two individual selected arbitrators shall then select the 3rd Arbitrator, who shall be the presiding arbitrator, within additional period 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 date of their appointment, the appointment shall be made, upon request of a party.

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

VI. 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/to the NMDC 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.

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 have any right to commence or maintain any suit or legal proceeding concerning any dispute under this agreement until the dispute has been determined in accordance with the arbitration proceeding provided for herein and then only to enforce or facilitate the execution of an award rendered in such arbitration.

- I. 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.
- II. Parties agree that neither party shall be entitled for any pre-reference or pendent-lite interest, i.e. date of cause of action till the date of the Award by the Arbitral Tribunal. Parties agree that claim for any such interest shall not be considered and shall be void. The Arbitral Tribunal shall have no right to award pre-reference or pendent-lite interest in the matter.
- III. 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.
- IV. "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)/F TS- 1835 dated 22-05-2018 or any additional notifications / guidelines thereof by Ministry of Heavy industries and Public Enterprises or Ministry of Steel.
- V. 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.
- VI. 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.

VII. 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%.

27. 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.

28. 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.

29. 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-PP(BE-II) dtd. 16.09.2020 and subsequent amendments/orders, if any, shall be applicable to this tender. Bidders are requested to fill the format as applicable as per enclosed **Annexure - V**, 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.**

30. 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 **Annexure-VI.**

31. ENVIRONMENTAL ISSUES:

Successful bidder will undertake all measures to tackle environmental issues arising out of retrieval, transportation of reclaimable / embedded Bentonite .

32. ROYALTY:

Royalty payment as applicable is to be borne by the supplier and all valid documents towards payment of Royalty should be available with the transporter. The original royalty slip is to be produced at the CISF Entry.

33. STATUTORY REQUIREMENTS:

The successful bidder shall comply with the provisions of Workmen Compensation Act 1923, ID Act 1947, Contract Labour (R&A) Act 1970 PF Rules/ or any other similar enactment law/ labour law/ rules, etc. in respect of all such personnel employed by the successful bidder. The successful bidder shall indemnify NMDC and keep NMDC indemnified and harmless against all claims whatsoever in respect of the said personnel under the Workmen's Compensation Act 1923 or any other statutory modifications thereof or otherwise in respect of any accident or injury sustained by any workmen or other person during the course of operation of work or any other liability shall be payable by the successful bidder and NMDC Limited shall not in any way be responsible for the same. The successful bidder shall also comply with the provisions of the Contract Labour (Regulations and Abolition) Act, Provident Fund, Minimum Wages Act etc. and Rules made there under. Cost of up keeping of machinery/ running expenses/ payment of electricity charges, and any such expenses incurred shall be to the account of the successful bidder.

34. REVERSE AUCTION:As per provisions of GeM Portal

35. 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 Annexure-IX.

SPECIAL NOTE FOR MSE VENDORS:

NMDC has registered with M/s RXIL, M/s A TReDS Ltd and M/s M1xchange portals for releasing MSE vendor's payment through TReDS portal.

All MSE vendors are requested to register on any one of the portal to release payment through TReDS Portal.

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

Contact Details:

1. M/s. RXIL, Mr. Rasesh S Mehta, M: 99667 10003, rasesh.mehta@xril.in
2. M/s. Invoicemart, Smt. GouriManwani, M: 87909 62967, gouri.manwani@invoicemart.com

I HEREBY DECLARE THAT I HAVE ACCEPTED ALL TERMS AND CONDITIONS MENTIONED IN THE TENDER WITHOUT ANY DEVIATION

SIGNATURE OF BIDDER

4. 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---