



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5755703
Dated/दिनांक : 01-01-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	22-01-2025 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	22-01-2025 12:30:00
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
क्रैता ईमेल/Buyer Email	buycon28.nl.ka@gembuyer.in
Total Quantity/कुल मात्रा	230
Item Category/मद केटेगरी	1700004883 , 1700004884 , 1700004886 , 1700004887 , 1700004895
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	nut cutter blade with holder
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Ampoule Cutter With Blade, Hand Held Brush Cutter (V2), Fuse holder -Blade fuse (BHEL), Battery Operated Combtool, Angle Cutter (Electric), Connection Pipe with Nuts (V2), knife blades, HEDGE TRIMMER or HEDGE CUTTER, Span Bolt and Nut, Stud with Nuts
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none">Ampoule Cutter With Blade
BOQ Title/बीओक्यू शीर्षक	Proc of General Consumables
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	Certificate (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

Bid Details/बिड विवरण	
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
Primary product category	1700004883
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	7 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. 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.

2. 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.

1700004883

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Ruturaj Shivaji Nale	583118,NMDC Limited, Donimalai Complex, Donimalai, Karnataka	80	150

1700004884

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Raturaj Shivaji Nale	583118,NMDC Limited, Donimalai Complex, Donimalai, Karnataka	80	150

1700004886**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Raturaj Shivaji Nale	583118,NMDC Limited, Donimalai Complex, Donimalai, Karnataka	20	150

1700004887**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification Document	View File
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BOQ Detail Document[View File](#)

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Raturaj Shivaji Nale	583118,NMDC Limited, Donimalai Complex, Donimalai, Karnataka	20	150

1700004895**Technical Specifications/तकनीकी विशिष्टियाँ****Specification Document**[View File](#)**BOQ Detail Document**[View File](#)

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Raturaj Shivaji Nale	583118,NMDC Limited, Donimalai Complex, Donimalai, Karnataka	30	150

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

1. Generic

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

2. Generic

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

3. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS

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

1. PRICE BASIS:

Quoted price should be firm & fixed for the entire supply/delivery period inclusive of Packing & Forwarding, Freight & Insurance charges and GST as applicable as per GEM Price Format on FOR Destination basis to be unloaded at Hilltop Stores, Donimalai, Bellary District, Karnataka.

2. OFFER VALIDITY: The submitted offer should be initially kept valid as per GeM Bid and to be extended for further period if required.

3. DELIVERY PERIOD:

The indented item is required urgently at our Project. You are requested to quote the shortest delivery period in your offer. In case delivery period is not mentioned by the bidder, the delivery period mentioned in GEM Bid will be applicable. Any delay after the delivery quoted by the supplier will attract Liquidated Damages.

4. PAYMENT TERMS:

i) "NO" advance payment is acceptable.

ii) 100% payment along with full taxes shall be released within 30 days after receipt & acceptance of the material & uploading the invoice and other documents in NMDC VIM portal as per tender terms & conditions.

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, Performance Bank Guarantee etc.) in the VIM portal to claim payment as per payment terms after dispatch of items. In order to obtain login credentials, supplier need 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.

As per GeM guidelines. However, Bank Account details are to be provided along with the original Tax Invoice so that payment can be released through e-payment mode. The supplier and buyer should bear their respective Bank charges, if any.

Paying Officer: Dy. General Manager (Finance), NMDC Ltd., Donimalai - 583118, Ballari, Karnataka

5. **Bank Charges:** The supplier and buyer should bear their respective Bank charges, if any.

6. TECHNICAL DATA SHEET:

The tenderer shall provide technical data sheet with complete technical specifications offered by them and also clearly indicate quoted/regret items duly sign and seal for accessing technical suitability.

7. GUARANTEE/WARRANTY:

The materials offered shall be guaranteed /warranted for satisfactory performance for a period of 12 months from the date of acceptance or 18 months from the date of dispatch, whichever is earlier, against the design manufacturing defects, faulty materials and bad workmanship etc.

The warranty should be comprehensive and cover all bought-out items that go in to Manufacturing of the item. Any defects noticed during the warranty period shall have to be rectified or materials replaced at your cost. Materials not conforming to specifications shall be rejected and returned to the supplier at their risk and cost.

8. LD/ LIQUIDATED DAMAGES :

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 shall reserve the right to levy Liquidated Damages on the supplier at **0.5% of the basic order value (excluding GST)** of the **undelivered stores** 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.

9. Price/ purchase preference as per guidelines issued by Government of India is applicable subject to satisfying the provisions in the guidelines. 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.

10. Bid ATC will supersede the other GEM GTC. If any deviations are not mentioned by the bidder, it is deemed that they are agreeing to all Bid ATC.

11. WITHDRAWAL OF TENDER:

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

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

12. RISK PURCHASE:

In the event of failure of the supplier to deliver goods, services and goods cum services or dispatch the item / equipment / stores within the stipulated date/period of the supply order or failure in completion of job/ work/service or in the event of breach of any of the terms and conditions mentioned in the order, NMDC reserves the right to cancel the order and make alternative purchase of the materials of similar description or get the job/ work/ service completed from elsewhere at their risk and cost duly giving an **advance notice of 15 days** to this effect and in such an event the seller will be liable to pay any losses that may be incurred by the buyer. In the event of failure of the supplier as detailed above, the cost as per risk purchase exercise may also be recovered from the pending bills of the defaulting supplier against any other supplies pending in NMDC.

13. STATUTORY DEDUCTION: Statutory Deduction / TDS as per the prevailing Govt. Guidelines will be deducted from your bill.

14. E-WAY BILL: E-way bill/Transit pass/Road permit, if required for material bought into the Project will be arranged by you at your cost.

15. FORCE MAJEURE CLAUSE:

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

in such cases shall be resumed as soon as practicable after such an event has come to an end or has ceased to exist.

16. BANNING OF BUSINESS DEALING:

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

NMDC has introduced "NMDC Policy on Banning of Business Dealings with Agencies", which covers both suspension and banning of business dealings with the Agency that commits fraud and / or transgression in the dealings of NMDC. The policy is on the NMDC website, www.nmdc.co.in.

The grounds for banning of business dealings and the banning period as per the policy are reproduced below:

- 1.1 *Security considerations, including questions of loyalty of the agency to the State.*
- 1.2 *Conviction of the Director / Owner / Proprietor / Partner of the agency a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other Public Sector Enterprises or NMDC during the last five years.*
- 1.3 *Evidence / strong justification for believing that the Director / Owner / Proprietor / Partner of the agency has / have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation in tenders, etc.*
- 1.4 *The agency's continuous refusal to return / refund the dues to NMDC without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law.*
- 1.5 *The agency employs an employee who was dismissed / removed by NMDC for an offence involving corruption or abetment of such an offence.*
- 1.6 *The banning of business dealings with the agency by the Government or any other Public Sector Enterprise.*
- 1.7 *The agency resorted to corrupt or fraudulent practices that may include misrepresentation of facts and / or fudging / forging / tampering of documents.*
- 1.8 *The agency used intimidation / threatening or brings undue outside pressure on NMDC / its officials in relation to a business dealing.*
- 1.9 *The agency resorts to repeated and / or deliberate use of delay tactics in complying with contractual stipulations.*
- 1.10 *Willful act of the agency to supply sub-standard material irrespective of whether pre-depart inspection was carried out by NMDC or not.*
- 1.11 *The findings of CBI / Police about the agency's involvement in fraud and / or transgressions in relation to the business dealings with NMDC.*
- 1.12 *Established litigant nature of the agency to derive undue benefit.*
- 1.13 *Continued poor performance of the agency in at least three preceding contracts with N*

MDC.

1.14 The agency misuses the premises or facilities of NMDC and / or forcefully occupies, tampers or damages NMDC's properties including land, water resources, forests / trees, etc.

1.15 False allegation on NMDC officials by the agency if found proved by the investigating Department including Independent External Monitor.

1.16 For the sake of clarity, the grounds on which banning of business dealings can be considered are given above. These are only illustrative, not exhaustive. The Competent Authority may decide to ban the Business dealings with an agency for any good and sufficient reason.

Banning Period: The banning period may range from six months to three years depending on the gravity of the case as decided by the Competent Authority. While deciding the banning period, the suspension period, if any, shall also be taken into account.

17. CLAIM OF CORPORATION: The Corporation reserve the right to adjust payment due to seller under this contract against any claim of the Corporation in respect of orders placed on them by the corporation.

18. 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 and submit certificate of compliance duly signed and sealed along with the offer (as per **Annexure attached**)

19. TRENDS:

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

Contact Details:

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

20. ISSUE OF E-INVOICES :

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

21. 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 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.

22. 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 attached**.

23. COMPLIANCE TO ENVIRONMENTAL LAWS:

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

24.Quantity Plus/Minus option: "NMDC reserves the right to increase/ decrease the ordered quantity up to 30 % (Thirty) for the required goods without any change in the terms and conditions and prices quoted by the bidder at any time, till final delivery date (or) extended delivery date of the contract, by giving reasonable notice even if the quantity ordered initially has been supplied in full before the last date of the delivery period (or) the extended delivery period".

25. MAKE/MANUFACTURES:

All the tenderers should clearly indicate the name of the manufactures (MAKE) with full specifications. If quoted item is manufacturing by them should be clearly mentioned in the offer.

26. Preferred Makes:

Preferred makes as mentioned in the technical specifications will be applicable. For any other make apart from preferred makes, the firm has to submit catalogue reference & technical details of the quoted items. Make is not an evaluation criteria, makes are given only for reference.

27. Deviation: Any deviations on technical and commercial points are required to be brought out clearly in the separate sheet.

28. 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/BID without any discussions / correspondence with the tenderer.

29.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 no

tice 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.

30. 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.

.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 if 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 based 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
Upto Rs. 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 (in the format at Annexure- I) 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 Lakhs

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 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.

A. 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 provided. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

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

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.

II. **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.

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 pendente-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 pendente-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.

V. "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)/FTS- 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%.

"THE BIDDERS ARE REQUIRED TO CONFIRM ACCEPTANCE OF ALL TERMS AND CONDITIONS MENTIONED IN THE TENDER DULY SIGN AND SEAL FOR ACCESSING COMMERCIAL SUITABILITY"

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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

[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---