



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5764674
Dated/दिनांक : 30-12-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	20-01-2025 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	20-01-2025 16:30:00
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	buycon155.nl.ka@gembuyer.in
Total Quantity/कुल मात्रा	52
Item Category/मद केटेगरी	WHEEL CHOCKS FOR HEM EQUIPMENTS
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Wheel Chocks for HEM Equipments
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Wheel Chocks, Mobile Containers For Solid Waste (Industrial) - IS 12402, Cast Iron Wheel For Wheel Burrow-IS:2341, Computerised Wheel Balancer, Shoulder Builder / Arm Wheel - Outdoor Gym Equipment, Oil filter assembly for wheel loader, Workout Abdominal Wheel for Gym (V2), Portable Ramps Conforming to IS 18560, Wheel Chairs (V2), Tool Kit for Spinning Wheel (Hathkargha) - ODOP UP Gov. (Barabanki)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none">• Wheel Chocks
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) *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
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	12200

ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

Beneficiary/लाभार्थी :

DGM (Mat)
Donimalai Complex, NMDC Limited, NMDC Limited, Ministry of Steel
(W Vinod)

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.

WHEEL CHOCKS FOR HEM EQUIPMENTS (52 pieces)

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

Technical Specifications/तकनीकी विशिष्टियाँ

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	G Venkateswar Rao	583118,NMDC Limited, Donimalai Complex, Donimalai, Karnataka	52	90

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. Generic

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

3. 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.

4. Scope of Supply

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

5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

OTHER IMPORTANT TERMS AND CONDITIONS:

1. PRICE BASIS:

Prices should be firm and fixed without any variation factor/adjustment and valid for acceptance for a period of 180 days from the date of opening of tender. The price basis should be on F.O.R. NMDC Limited, Donimalai, Bellary District, Karnataka i.e. Prices shall be inclusive of all taxes, freight, insurance, loading, unloading etc. Quotations offering rates other than F.O.R Destination basis shall be rejected.

2. PAYMENT TERMS:

- 100% payment along with full taxes shall be released against receipt and acceptance of material at our stores as per GEM terms and conditions.

· VIMS (Vendor Invoice Management system):

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 re

requested documents (Digitally signed invoice / Scanned Invoice Copy, Lorry Receipt , Warranty Certificate, Test Certificate, Performance Bank Guarantee etc.) in the VM 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.

Registration link: vim.nmdc.co.in

Paying Officer: HOD (Finance), NMDC Ltd., Donimalai - 583118, Ballari, Karnataka

3. **DELIVERY PERIOD:** As specified in the tender schedule of requirements.

4. **EARNEST MONEY DEPOSIT (EMD):**

Bidders must deposit EMD of Rs. 12,200/- in the format of e-payment / BG / DD as described below. **Without EMD, the tender will be summarily rejected. Item-wise EMD amount will also be accepted in case a bidder wants to specifically participate only for some of the tender items.**

Bidders are required to deposit EMD in favor 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 in **Annexure-I**). Soft copy of Demand Draft / Bank Guarantee needs to be uploaded along with tender which will be verified at the time of tender opening. Original BG copy needs to be send by Post/Courier immediately to DGM(Materials), NMDC Ltd., Donimalai - 583118, Ballari, Karnataka & it needs to be received within 15 days from the date of tender opening . **NMDC Ltd will not be responsible for any delayed receipt of EMD caused by postal authorities/courier services and loss in transit.**

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 in **Annexure - II**). NMDC is not responsible for any delay or failure of payments. EMD should be credited to NMDC's bank account before the tender due date and time.

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

MSE units are required to submit the valid documentary evidence as per provisions of the government policy to claim EMD exemption. **Traders / Dealers are not eligible for any MSE benefits. Only Manufacturer of the quoted product will be eligible for MSE benefit.**

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.

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.

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. EMD exemptions as per GeM shall be considered.**

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.

NOTE: Govt. Dept., PSUs, manufacturers of Steel, Cement, and POL items will be exempted from the submission of EMD.

5. GUARANTEE/WARRANTY:

12 months from the date of commissioning of the equipment/system or 18 months from the date of receipt against any manufacturing defects, faulty materials, and bad workmanship. The above warranty shall be comprehensive and cover all bought-out items that go into the manufacture of the equipment. The Guarantee quoted below 12 months from the date of commissioning will be rejected.

(OR) 2000 working hours, whichever is earlier against any manufacturing defects, faulty materials and bad workmanship

6. PREFERENCE TO MAKE IN INDIA (MII):

As the tendered quantity is divisible in nature, hence, "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 - III**), duly sealed and signed by authorized person.

IN ABSENCE OF SELF-CERTIFICATE REGARDING LOCAL CONTENT DECLARATION THE OFFER WILL BE LIABLE FOR REJECTION.

7. 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 sign and seal along with the offer (as per

Annexure-IV)

8. 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 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. FORCE MAJEURE CLAUSE:

If at any time during the continuance of the purchase order (PO), the performance in whole or in part by either party or any obligation under this purchase order (PO) 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 (PO), and neither party shall have claim for damage against the performance and deliveries in such cases shall be resumed as soon as practicable after such an event has come to an end or has ceased to exist.

10. INSPECTION:

Inspection of the item will be carried out at project site after receipt of the item which will be final & binding. In case the items / stores supplied are rejected either fully or partly on account of defects, bad workmanship or other reasons, the supplier will have to arrange for free replacement of the same up to destination point.

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 r

ejection notice within 60 days, no liability in respect of loss, damage, deterioration etc. shall lie with the Corporation / Company.

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:

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

12. RESERVATION OF RIGHT TO ACCEPT/REJECT THE 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.

13. 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 up to the date of termination.

14. RISK PURCHASE:

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

15. BANNING OF BUSINESS DEALINGS:

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. Security considerations, including questions of loyalty of the agency to the State
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 NM

DC during the last five years.

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.
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.
5. The agency employs an employee who was dismissed / removed by NMDC for an offence involving corruption or abetment of such an offence.
6. The banning of business dealings with the agency by the Government or any other Public Sector Enterprise.
7. The agency resorted to corrupt or fraudulent practices that may include misrepresentation of facts and / or fudging / forging / tampering of documents.
8. The agency used intimidation / threatening or brings undue outside pressure on NMDC / its officials in relation to a business dealing.
9. The agency resorts to repeated and / or deliberate use of delay tactics in complying with contractual stipulations.
10. Willful act of the agency to supply sub-standard material irrespective of whether pre-despatch inspection was carried out by NMDC or not.
11. The findings of CBI / Police about the agency's involvement in fraud and / or transgressions in relation to the business dealings with NMDC.
12. Established litigant nature of the agency to derive undue benefit.
13. Continued poor performance of the agency in at least three preceding contracts with NMDC.
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.
15. False allegation on NMDC officials by the agency if found proved by the investigating Department including Independent External Monitor.
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.

16. 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.

17. 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 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/-
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From Rs.5 Lakhs one to Rs. 25 Lakhs	Rs. 30,000/- + Rs.2000/- per lakh or part thereof subject to a ceiling of Rs. 70,000/-
From Rs.25 Lakhs one to Rs. 1 Crore	Rs. 70,000/- + Rs.2000/- per lakh or part thereof subject to a ceiling of Rs. 2,22,000/-
From Rs. 1 Crore one to Rs. 5 Crore	Rs. 2,20,000/- + Rs.30,000/- per Crore or part thereof subject to a ceiling of Rs. 3,40,000/-
From Rs. 5 Crore one to Rs. 10 Crore	Rs. 3,40,000/- + Rs.25,000/- per Crore or part thereof subject to a ceiling of Rs. 4,65,000/-
From Rs. 10 Crore one to Rs. 50 Crore	Rs. 4,65,000/- + Rs.20,000/- per Crore or part thereof subject to a ceiling of Rs. 12,65,000/-
Over Rs. 50 Crore	Rs. 12,65,000/- + Rs.10,000/- per Crore or part thereof subject to a ceiling of Rs. 25 lakh

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

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

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

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

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

- 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

d 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 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 - 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 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.
- 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)/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 N MDC'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 N MDC's decision under the provisions of Integrity Pact executed between the N MDC 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%.

18. 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 V**.

- **CHILD LABOR:** The Company should not use child labor as defined by local law.
- **FORCED LABOR:** The Company shall not use any involuntary or forced labor.
- **HEALTH AND SAFETY:** The Company shall provide safe and healthy work environment.

- **FREEDOM OF ASSOCIATION:** The Company shall recognize and respect the worker's right of freedom of association and freedom of expression.
- **DISCIPLINARY PRACTICES:** The Company shall not use corporal punishment or other mental or physical disciplinary actions.
- **WORKING HOURS:** The Company shall adopt working hours, which do not require workers to work more than 48 hours in the normal work week. Worker must be allowed at least one day off in every normal seven day work week.
- **REMUNERATION:** The Company shall pay wages and benefits and provide compensation for over time consistent with local laws.

SPECIAL NOTE FOR MSE VENDORS:

NMDC has registered with M/s. RXIL and M/s. Invoice mart 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@xril.in
2. M/s. Invoicemart, Smt. Gouri Manwani, M: 87909 62967, gouri.manwani@invoicemart.com

6. Buyer Added Bid Specific ATC

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

Disclaimer/अस्वीकरण

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

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

11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

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---