



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2025/B/5827584
Dated/दिनांक : 16-01-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	27-01-2025 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	27-01-2025 15:30:00
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	buyer46.nl.ka@gembuyer.in
Total Quantity/कुल मात्रा	2
Item Category/मद केटेगरी	Ultrasound Color Doppler System 2200022928 , CMC Charges for 05 Years ULTRASOUND COLOR DOPPLER SYSTEM
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	05 YEARS FOR CMC
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	TLM Kit for Multiple Disabilities - Age Group 13 Years and Above, TLM Kit for Multiple Disabilities - Age Group 6 to 13 Years, TLM Kit for Multiple Disabilities - Age Group 4 to 6 Years, Semi Automatic Bio Chemistry Analyser, TLM Kit for Multiple Disabilities - Age Group 0 to 3 Years, Locking Compression Plates (V2), Pre-School Kit for Children 3-6 years age for Anganwadi Centres of Tripura, Keyboard for Personal Computers (V2) as per IS 14441, Kit for Special School Students (Intellectual Disability) - Kit 3 Age Group 7 to 11 Years, Kit for Special School Students (Intellectual Disability) - Kit 2 Age Group 3 to 6 Years
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none">• Ultrasound Machine (V2)
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

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Ultrasound Color Doppler System 2200022928
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Required/वित्तीय दस्तावेज़ की आवश्यकता है।	Yes
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	77000

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 है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

Beneficiary/लाभार्थी :

DGM-MATERIALS
Donimalai Complex, NMDC Limited, Ministry of Steel, SANDUR (TQ), BALLARI (Dis), KARNATAKA (St) - 583118
(Nmhc Ltd)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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Details of the Competent Authority for MII

Name of Competent Authority	Under Secretary (Procurement Policy)
Designation of Competent Authority	Under Secretary (Procurement Policy)
Office / Department / Division of Competent Authority	Department of Expenditure
CA Approval Number	No. F .4/1/2023-PPD(pt.)
Competent Authority Approval Date	28-06-2024
Brief Description of the Approval Granted by Competent Authority	Item is exempted from MII as per S.no: 345 (Advanced USG Machine with Shear Wave Elastography and Contrast Enhancement) mentioned in the circular

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

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. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

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

Ultrasound Color Doppler System 220022928 (1 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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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	G Venkateswar Rao	583118,NMDC Limited, Donimalai Complex, Donimalai, Karnataka	1	30

CMC Charges For 05 Years ULTRASOUND COLOR DOPPLER SYSTEM (1 pieces)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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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	G Venkateswar Rao	583118,NMDC Limited, Donimalai Complex, Donimalai, Karnataka	1	30

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS

Any person registered with GeM Portal and submitting the tender shall be deemed to have necessary authority on behalf of the tenderer and if it subsequently comes to light that the person submitting the tender had no authority to do so, the purchaser may without prejudice to other civil and criminal remedies cancel the order of the tender and hold the supplier liable for all costs and damages.

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

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

SUBMISSION OF BIDS:

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

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

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

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

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

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

VERY IMPORTANT NOTE:

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

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

1. Earnest Money Deposit (EMD):

1.1. Bidders must deposit EMD of Rs. 77,000/- in the format of e-payment / BG / DD as described below. **Without EMD, the tender will be summarily rejected.**

a) Bidders are required to deposit EMD in favour of NMDC Limited, from any Nationalized Indian Bank /Scheduled Commercial Bank (except cooperative and Gramin Bank) including a foreign bank having a branch in India in the form of Demand Draft (DD) / Bank Guarantee (including e-BG) valid for 6 months + 3 months claim expiry period in a prescribed format (Format enclosed below in **Annexure-IV**). Soft copy of Demand Draft / Bank Guarantee needs to be uploaded along with tender which will be verified at the time of tender opening. Original BG copy needs to be send by Post/Courier immediately to DGM(Materials), NMDC Ltd., Donimalai - 583118, Ballari, Karnataka & it needs to be received within 15 days from the date of tender opening. **NMDC Ltd will not be responsible for any delayed receipt of EMD caused by postal authorities/courier services and loss in transit.**

b) Bidders shall do bank transfer through NEFT / RTGS to NMDC bank account mentioned below in tender document. The proof of such transfer / transaction like UTR number copy etc. needs to be submitted with the Offer. (Format enclosed below in **Annexure - V**). 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 Account No: 54050380070 State Bank of India, Donimalai Township IFSC : SBIN0040184	Name: NMDC Ltd Account No: 1079201000001 Canara Bank, Donimalai Township IFSC : CNRB0001079
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1.2. MSE units are required to submit the valid documentary evidence as per provisions of the govern

ment policy to claim EMD exemption. **Traders / Dealers are not eligible for any MSE benefits. Only Manufacturer of the quoted product will be eligible for MSE benefit.**

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

2. Pre-Qualification Criteria

- A. The prospective Bidder (which term shall mean and include the manufacturer and/ or its agent(s), viz. Authorized Distributor/ Dealer/ Channel partner/ Marketing/ Trading houses or by whatever other name is known) must have supplied and commissioned, jointly or severally as the case may be at least 01 set., of similar equipment (**Ultrasound Colour Doppler System**) during the last 05 years ending last day of the month previous to the one in which tenders are invited. At least 01 no. of such equipment must be working satisfactorily in India (i.e. anywhere in India) for a minimum period of one year during the period from the date of commissioning to the day ending last day of the month previous to the one in which tenders are invited. **Documentary evidence to the above s should be enclosed.**
- B. List of Required documents for PQC Evaluation:
 - 1) Copy of purchase order/ work order/ contract/ agreement
 - 2) Copy of commissioning report indicating the same purchase order/ workorder/ contract / agreement reference as per s.no:1 above.
 - 3) Copy of performance report indicating the same purchase order/ workorder/ contract/ agreement as per s.no:1 above.
 - 4) Copy of Manufacturer Authorization Letter incase of dealer. Dealer / OEM can submit order copy from OEM/ Dealer in order to qualify their quoted equipment.
- C. Similar Equipment means Equipment of same function and same or higher capacity as per the Technical Specifications.
- D. The Bidder should give a self-certificate along with their offer in part- B i.e. techno commercial bid, stating that the desired level of performance guarantee parameters stipulated in the order, have been met and no guarantee/ warranty is pending against the supplied order received by them. However, NMDC reserves the right to verify the above or get the performance details from the concerned buyer/ customers of equipment.
- E. Bidders are required to furnish relevant information regarding name of the customer, contact details, supply order reference, date of commissioning, and-present status.
- F. The bidder should have well established after sales service, parts network and repair facility in India either through themselves or through their authorized service agents.

Bidder who will qualify in Pre-Qualification Criteria (PQC) will be considered for evaluation.

Clarification of Bids/ Shortfall Documents:

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

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

3. PRICE:

A. Schedule 1: Supply, Installation & Commissioning of Ultrasound Colour Doppler System

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

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

Price shall be inclusive of price of item, statutory charges, royalties, handling and stevedoring, loading, freight/ transportation, insurance, permit/ license charges, unloading at our site and all other incidentals which should include installation, commissioning & training of our staff.

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

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

Bidder should not quote / claim separate charges for Installation & Commissioning of items. Quoted rate should be inclusive of I&C charges.

B. Schedule 2: CMC Charges post 5 year warranty period (6th year onwards)

- ü THE CMC CHARGES ARE INTEGRAL PART OF EVALUATION.
- ü OFFERS WITHOUT CMC CHARGES SHALL BE REJECTED.
- ü THE CMC SHALL BE STARTED AFTER COMPLETION OF 05 YEARS COMPREHENSIVE ONSITE WARRANTY PERIOD
- ü DETAILED CMC TERMS ARE INCLUDED AS A PART OF CLAUSE 15
- ü TOTAL COST OF CMC FOR 05 YEARS INCLUDING GST NEED TO BE QUOTED ON SCHEDULE 2 OF THE ITEM AS PER FORMAT IN ANNEXURE-III.

BID WILL BE EVALUATED ON OVERALL BASIS.

4. PAYMENT TERMS:

Schedule 1: Supply, Installation & commissioning of Ultrasound Colour Doppler System

100% amount within 30 days after receipt, acceptance and satisfactory installation and commissioning of the item, on uploading of documents in NMDC VIM portal along with submission of original documents (Warranty certificate, PBG & other documents as per tender terms).

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.

Schedule 2: CMC Charges post 5-year warranty period (6th year onwards)

CMC payment will be released at the end of the quarter on submission of invoice.

- 5. BANK CHARGES: The supplier and buyer should bear their respective Bank charges.**
- 6. PAYING OFFICER: DGM (Finance), NMDC Limited, Donimalai, Bellary District, Karnataka.**
- 7. DELIVERY PERIOD:**

The indented item is required urgently at our Project. DELIVERY SHOULD BE MADE WITHIN 30 DAYS FROM THE DATE OF PO. 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.
- 8. Place of Delivery: The ordered items should be delivered at NMDC Limited, Donimalai, Bellary District, and Karnataka State.**
- 9. TECHNICAL DATA SHEET:**

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

10. COMPREHENSIVE ONSITE WARRANTY:

The item supplied should be covered under Comprehensive Onsite Warranty for a period of 60 months from date of installation OR 66 months from the date of dispatch whichever is earlier. The Warranty support should be onsite, comprehensive and cover all the bought-out items that go into manufacture & operation & maintenance of the item. Successful tenderer should depute their Service Engineer to attend breakdown calls free of cost. Service support should be attended within 24 hours to 48 hours of intimation. Any Warranty period lesser than the period specified above is not acceptable.

11. SECURITY DEPOSIT:

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

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

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

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

The proof of such transfer / transaction like UTR number copy etc. needs to be submitted to NMDC within **30 days** of Order placement. In case the materials are supplied as per PO quantity and received **within 30 days** of PO, the security deposit **shall be exempted**.

In case the bidder does not agree to submit Security Deposit as stipulated in the tender conditions, **their offer shall be rejected**.

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

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

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

12. PERFORMANCE BANK GUARANTEE:

(A) FOR SUPPLY PORTION:

PBG @ **10% of contract value** shall be submitted by successful bidder of order placement with validity for warranty period plus three months claim period in favour of NMDC Limited (As per NMDC Format attached in Annexure-VII), from any Nationalized Indian Bank/Scheduled commercial bank (**except Co-operative and Gramin Bank**) including a foreign bank having a branch in India in the form of Bank Guarantee (including e-BG) valid for **warranty period + 3 months claim period**.

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

(B) FOR CMC PORTION: You are required to submit a bank guarantee for 10% of CMC value valid for 05 Years + 3 months (Claim period), before expiry of above PBG (at A) towards satisfactory performance of the CMC Contract.

In the event of placement of a CMC contract, should the supplier fail to submit the PBG for CMC portion within 30 days from the start of CMC contract, a penal interest at 12% per annum of the PBG amount shall be charged beyond 30 days i.e. from the 31st day of effective date of contract.

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

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

13. INSTALLATION AND COMMISSIONING:

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

Supplier's Engineer shall be deputed for the installation and commissioning and trial run for adequate period at site on getting confirmation from NMDC. Supplier shall have to make their own arrangement for boarding and lodging, to and fro travel to project site. However, in case of availability, NMDC may consider accommodation in Project location on chargeable basis.

Supplier has to take necessary insurance coverage for their men and materials. The supplier shall be full responsible for any damage/loss caused to the materials and injuries/any eventualities caused to the workmen.

14. AFTER SALES SERVICES:

Confirmation shall be given that prompt and adequate after sales service shall be rendered during the warranty period and beyond warranty period till life time of the item. Service Escalation Matrix, Full address of the location of service centers, contact confirmation of the person from where after sales service facility will be provided may also be indicated.

15. COMPREHENSIVE MAINTENANCE CONTRACT (CMC):

We would like to enter in to Comprehensive Maintenance Contract for a period of 05 years by our user department after the completion of 05 years Comprehensive onsite Warranty period. The tenderers are required to quote for CMC charges as per price schedule in Annexure-III. **OFFERS WITHOUT CMC CHARGES SHALL BE REJECTED.**

SCOPE OF CMC:

- a) Unlimited breakdown calls to be attended within 24-48 hours.
- b) CMC support should be onsite and comprehensive. All the Engineer should come prepared with all spares so that the call is closed during the visit.
- c) The CMC should cover all the spares & other accessories on free of cost basis and **price list of spares and accessories covered on free of cost basis under warranty & CMC period to be submitted along with your offer.**
- d) Pricelist of consumables which are not covered under the Warranty & CM

C period should be clearly spelt out with the detailed price list of consumables along with your offer. **Price list of the consumables submitted along with offer will be firm and final for entire duration of contract period (Including CMC period).**

- e) There must be at least 3-4 preventive maintenance visit during the year.
- f) CMC payment will be released at the end of the quarter on submission of invoice & user dept recommendation.
- g) No other charges like TA, DA etc. will be payable for attending the calls.
- h) The detailed scope covered under CMC should also be submitted by Tenderer.
- i) CMC charges are an integral part of evaluation & contract. Offers without CMC shall be REJECTED.

16. 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.

17. EVALUATION TYPE: Total-value wise evaluation

18. FORCE MAJEURE CLAUSE:

A Force Majeure (FM) means extraordinary events or circumstances beyond human control, such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause).

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

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

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

19. INSPECTION:

- A.** Bidders are required to indicate the scope of pre-dispatch inspection facilities available at Supplier works.
- B.** Initial inspection shall be carried out before dispatch at consignee's discretion. Inspection schedule shall be drawn well in advance and the **supplier shall give at least 15 days clear advance notice for the consignee to carry out the pre-dispatch inspection.**
- C.** Bidders need to submit the Quality Assurance Plan without fail for carrying out the inspection.
- D.** In case the inspection is not carried out within 15 days of notice, the supplier will be informed suitably. Automatic waiver of pre dispatch inspection is not allowed / permitted.
- E.** However final inspection of the equipment will be carried out at project site after receipt and installation and commissioning of the equipment (even if pre- dispatch inspection is carried out) which will be final & binding.

In case the equipment's / 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 rejection notice within 60 days, no liability in respect of loss, damage, deterioration etc. shall lie with the Corporation / Company.

20. VALIDITY:

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

21. 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.

If the bidder withdraws or modifies their bid during the period of validity or if they are awarded the contract and fail to submit performance security as per the deadline defined in request for bid documents, they will be suspended from being eligible to participate in future tenders as per the prevalent guidelines of NMDC.

22. 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 in

curred 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.

23. MSE PURCHASE PREFERENCE:

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

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

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

<https://udyamregistration.gov.in>

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

MSE PURCHASE PREFERENCE:

For Micro Small Enterprises (MSE) 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 benefit in GeM portal (or) not submitted valid documents after applying MSE preference, they will not be eligible for MSE purchase preference.

24. RESERVATION OF RIGHTS TO REJECT / ACCEPT OFFERS:

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

25. TERMINATION/ SHORT-CLOSURE OF PURCHASE ORDER:

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

26. BANNING OF BUSINESS DEALINGS:

For the evaluation of tenders, NMDC would rely on the documents submitted and declarations made by the bidder in connection with the tender. Therefore, NMDC expects such documents and declarations to be true and authentic. In case it is found, at any stage, that the document (s) submitted and / or the declaration (s) made by a bidder is / are false, NMDC reserves its right, notwithstanding any other rights/ remedies under the terms and conditions of the tender, to Ban Business Dealings with the bidder for a period of 06 Months to Three Years as per the decision of NMDC Limited.

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

27. 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 Per

cent) 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.

28. 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
UptoRs. 2 crores	Sole Conciliator to be appointed

Above Rs. 2 crores up to Rs. 250 Crores	Conciliatory Committee to be appointed
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- V. The above committee shall conduct the conciliation proceedings in accordance with the provisions of Arbitration and Conciliation Act 1996 and its amendment thereof. The venue of the conciliation shall be at Hyderabad.
- VI. In the case of any vacancy the CMD, NMDC shall suggest name(s) for substitution on the Conciliatory Committee. The Supplier shall submit the consent within 14 days. Failure of Supplier's consent within 14 days shall be considered as deemed acceptance of the suggested member(s) by the Supplier.
- VII. Upon constitution of the Conciliatory Committee, Law Department of NMDC will issue the appointment letters to Conciliatory Committee members and inform same to the parties concerned.
- VIII. The Conciliatory Committee members shall give a declaration of independence and impartiality to both the parties before the commencement of the Conciliatory Committee proceedings.
- IX. Conciliator's Fee (As per SCOPE Forum for Conciliation & Arbitration - SFCA): Each Conciliator's fee will be fixed with regard to the amount in dispute including determined interest in each case to be shared equally by the parties as under;

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

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

ttlement, 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 upto 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.

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 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%.

29. CONFIDENTIALITY:

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

30. DEVIATIONS:

- No deviation in technical specifications offered is permitted.
- No deviation in ADDITIONAL TERMS & CONDITIONS is permitted.

However, for exceptional reasons if any deviation is felt necessary by the firm, it must be clearly indicated along with reasons. Acceptance of deviations is strictly at the discretion of NMDC.

31. 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 - XI**.

SPECIAL NOTE FOR MSE VENDORS:

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

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

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

Contact Details:

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

I HEREBY CONFIRM THAT I ACCEPT ALL TERMS AND CONDITIONS IN THE TENDER WITHOUT DEVIATION.

SIGNATURE OF TENDERER

4. Buyer Added Bid Specific ATC

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

Disclaimer/अस्वीकरण

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.

5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

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---