

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687747876476

अनुबंध तिथि | Generated Date : 07-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4196052](#)

अनुसूची नाम | Schedule Name: Schedule 7, Schedule 6, Schedule 9

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्ररूप   Type : Central PSU मंत्रालय   Ministry : Ministry of Steel विभाग   Department : NMDC Limited संगठन का नाम   Organisation Name : NMDC Limited कार्यालय क्षेत्र   Office Zone : Hyderabad	पद   Designation : ASSISTANT MANAGER2 संपर्क नंबर   Contact No. : 07857-255234- ईमेल आईडी   Email ID : buyer5.nmdcl.krdl@gembuyer.in जीएसटीआईएन   GSTIN : 22AACN7325A2Z4 पता   Address : NMDC LTD, KIRANDUL COMPLEX, BAILADILA, KIRANDUL PO, CHATTISGARH, DANTEWADA, CHHATTISGARH-494556, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval : HOD MATERIALS वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : HOD FINANCE	Role: PAO भुगतान का तरीका   Payment Mode: Offline पद   Designation : MANAGER2 ईमेल आईडी   Email ID : pao12.nmdcl.hyb@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : NMDC LTD, KIRANDUL COMPLEX, BAILADILA, KIRANDUL PO, CHATTISGARH, DANTEWADA, CHHATTISGARH-494556, India

विक्रेता विवरण   Seller Details
जेम विक्रेता आईडी   GeM Seller ID : F982200001297352 कंपनी का नाम   Company Name : ARTECH INTERNATIONAL PRIVATE LIMITED संपर्क नंबर   Contact No. : 09830875247 ईमेल आईडी   Email ID : arttech.kolkata@gmail.com पता   Address : 168, MARSHAL HOUSE, 33/1 NETAJI SUBHAS ROAD,, KOLKATA, Kolkata, WEST BENGAL-700001, - एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-WB-10-0009036 एमएसई सामाजिक श्रेणी   MSE Social Category : General एमएसई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN: 22AACCA5812H1Z6 (B), 19AACCA5812H1ZT (B), (R)

\*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

वितरण निर्देश | Delivery Instructions : NA

#	आइटम विवरण   Item Description	आइटम विवरण   Ordered Quantity	इकाई   Unit	इकाई मूल्य (INR)   Unit Price (INR)	कर विभाजन (INR)   Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित)   Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम   Product Name : 1600016271 BEARING ROLLER SPH 22222 CK ब्रांड   Brand : TIMKEN ब्रांड प्रकार   Brand Type : Unbranded कैटलॉग की स्थिति   Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है   Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : BOQ (Q3) मॉडल   Model: 22222KEJW33 एचएसएन कोड   HSN Code: 84823000	20	no	9,078.92	NA	181,578.4
2	उत्पाद का नाम   Product Name : 1600016134 BEARING ROLLER SPH 22236 CK WITH SLEEVE H3136 ब्रांड   Brand : TIMKEN ब्रांड प्रकार   Brand Type : Unbranded कैटलॉग की स्थिति   Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है   Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : BOQ (Q3) मॉडल   Model: BEARING 22236KEJW33 WITH SLEEVE H3136 एचएसएन कोड   HSN Code: 84823000	10	no	43,306	NA	433,060
	उत्पाद का नाम   Product Name : 1600016277 BEARING ROLLER SPH 22228 CK WITH SLEEVE H3128 ब्रांड   Brand : TIMKEN					

3	<b>ब्रांड प्रकार   Brand Type :</b> Unbranded <b>कैटलॉग की स्थिति   Catalogue Status :</b> Catalogue not verified by OEM <b>कैसे बेचा जा रहा है   Selling As :</b> Reseller not verified by OEM <b>श्रेणी का नाम और चतुर्थांश   Category Name &amp; Quadrant :</b> BOQ (Q3) <b>मॉडल   Model:</b> BEARING 22228KEJW33 WITH SLEEVE H3128 <b>एचएसएन कोड   HSN Code:</b> 84823000	10	no	21,590	NA	215,900
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कुल ऑर्डर मूल्य | Total Order Value (in INR) **830,538.4**

**परोषिती विवरण | Consignee Detail**

क्र.सं.   S.No	परोषिती   Consignee	वस्तु   Item	लॉट नंबर   Lot No.	मात्रा   Quantity	दिनांक के बाद डिलीवरी शुरू करना है   Delivery Start After	वितरण पूरा कब तक करना है   Delivery To Be Completed By
1	पद   Designation :- ईमेल आईडी   Email ID : buycon8.nmdcl.dwz@gembuyer.in संपर्क   Contact : 7857-255234- जीएसटीआईएन   GSTIN : 22AAACN7325A2Z4 पता   Address : NMDC LTD, KIRANDUL COMPLEX, BAILADILA, KIRANDUL PO, CHATTISGARH, DANTEWADA, CHHATTISGARH-494556, India	1600016271 BEARING ROLLER SPH 22222 CK	-	20	07-May-2024	04-Sep-2024
		1600016134 BEARING ROLLER SPH 22236 CK WITH SLEEVE H3136	-	10	07-May-2024	04-Sep-2024
		1600016277 BEARING ROLLER SPH 22228 CK WITH SLEEVE H3128	-	10	07-May-2024	04-Sep-2024

**विनिर्देश | Specification1**

[विशिष्टता दस्तावेज़ | Specification Document](#)

[क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document](#)

[बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

**टिप्पणी | Note::** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

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**विनिर्देश | Specification2**

[विशिष्टता दस्तावेज़ | Specification Document](#)

[क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document](#)

[बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

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**विनिर्देश | Specification3**

[विशिष्टता दस्तावेज़ | Specification Document](#)

[क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document](#)

[बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

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#### शुद्धिपत्र | Corrigendum

1. तक बढ़ाया गया | Extended Upto : 2023-11-30 15:00:00
2. तक बढ़ाया गया | Extended Upto : 2023-12-12 15:00:00

#### ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक | Advisory Bank :

NA

ईपीबीजी प्रतिशत (%) | ePBG Percentage(%) :

NA

#### नियम और शर्तें | Terms and Conditions

##### 1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

##### 2. Buyer Added Bid Specific Terms and Conditions-

###### 2.1 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.

###### 2.2 Scope of Supply:

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

###### 2.3 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

### **ADDITIONAL TERMS AND CONDITIONS**

1. **FOR destination basis, firm & fixed:** Quoted price should be firm & fixed for the entire supply/delivery period inclusive of Packing & Forwarding, Freight & Insurance charges, Installation & Commissioning and GST as applicable as per GEM Price Format on FOR Destination basis to be unloaded at NMDC, Kirandul (C.G.).

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

**Your Tender must be accompanied by EMD of Rs. 75000/- . Bidders are requested to submit full amount of Rs. 75000/- for EMD irrespective of bid submission for all items/ some items of bid enquiry, which can be submitted in the following modes only: -**

##### A. Online transfer through SB collect.

Details of NMDC Account: -

**Account Name: NMDC LIMITED, Kirandul Complex,**

**Account No:10727544113,**

**IFSC code no: SBIN0002866,**

**Name of Banker: State Bank of India, Kirandul.**

**Detailed procedure for online transfer through SB collect is as follows:**

1. Visit [www.onlinesbi.sbi](http://www.onlinesbi.sbi)
2. Click on SB Collect
3. Tick the terms acceptance box and Click on Proceed
4. On State Bank Collect Page Select State - Chhattisgarh and Select Type of Corporation - PSU then Click on GO button
5. Select PSU- National Mineral Development Corporation and Submit
6. Select the Payment Category of Kirandul Complex
7. Fill the details on the Details of Payment Page and Submit
8. Select the payment Method in the given List
9. Complete the payment process
10. Receipt of the EMD payment will be generated which is to be uploaded in the bid.

**B. In the form of a Bank Guarantee of equivalent amount drawn from any Nationalized bank / scheduled commercial bank in India, in a prescribed format enclosed (Annexure-III) herewith and favouring NMDC. BG should be valid for a period of six months from the date of submission of your offer. The supplier shall forward the original EMD BG to "GM (Materials), NMDC BIOM Kirandul Complex-494556, C.G." Copy of EMD BG shall be uploaded in the bid.**

**C. Tenderers of Micro & Small Enterprises (MSEs) registered with UDYAM will be exempted from**

payment of Earnest Money Deposit against submission of documentary proof of such registration on certificate as a manufacturer for the tendered items/ item category/group under Udyam Registration. Traders /Dealers have to submit EMD, only MSE manufacturers are exempted.

- D. EMD submitted in any other format/mode other than specified above shall not be acceptable.
- E. Without EMD the tender will be summarily rejected.
- F. EMD EXEMPTION: EMD exemption is also applicable to the category of sellers as defined in the GeM guidelines, subject to submission of valid documentary proof.

3. MSE & MII Purchase Preference: For MSE & MII benefits, bidder shall apply in GEM portal for Purchase Preference MSE purchase preference as per Govt guidelines shall be considered only for manufacturers registered with UDYAM certificate and not for Traders/Distributors/Dealers/Resellers.

4. MAKE AND MODEL: Tenderer should clearly indicate the name of the Manufacturer of the item with full specification. The Tenderer shall indicate the Make / Model etc., and also confirm that, the materials offered conform strictly to our specification. Deviations (if any) to be stated clearly in your offer. Detailed specifications, Catalogues / Technical Literature etc, Samples (wherever required) should be sent with quotation invariably.

5. Security Deposit: In the event of placement of an order, the supplier shall submit a Bank Guarantee towards security deposit to the Paying Officer @ 5% basic value of the Order within 30 days of acceptance of tender. The Security Deposit bears no interest and is refundable after satisfactory completion of the supply. Security Deposit can be submitted in form of D.D or BG valid for the delivery period plus 3 months. The BG shall be submitted from a Nationalized bank/scheduled commercial Bank in India. Please note that the original BG should be forwarded through bank directly to us.

Please note that the original BG should be forwarded through bank directly to us.

6. Warranty: Standard warranty required as 12 months from the date of receipt & acceptance or 18 months from the date of dispatch, whichever is earlier against any Manufacturing defects, faulty materials and bad workmanship. The warranty should be comprehensive and cover all bought-out items that go into Manufacturing of the item. Any defects noticed during the warranty period shall have to be rectified or materials replaced at your cost. Materials not conforming to specifications shall be rejected and returned to the supplier at their risk and cost.

7. INSPECTION: - Final inspection of the materials shall be carried out at our Project site after receipt of the materials (even if pre-dispatch inspection is carried out) which will be final & binding. In case the 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. The freight and incidental charges for return of the rejected materials will have to be borne by the supplier. In case, rejected materials are not collected within 30 days after receipt of rejection notice, no liability in respect of loss, damage, deterioration etc shall lie with the corporation. Ground rent will be charged. After reasonable period the material will be disposed off without making any back reference.

8. Payment Terms: 100% Payment with full applicable Taxes shall be released within 30 days after receipt and acceptance of materials at our Project Site through RTGS.

9. Payment through TReDS: NMDC has registered with M/s. RXIL and M/s. Invoicemart TReDS Platforms. All MSE vendors should register themselves on any one of TReDS Platform for availing the facility of bill discounting on TReDS portal. If registered, please submit the details.

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

11. Penalty: If the Supplier fails to deliver the stores in full or part thereof within the delivery date the corporation shall reserve the right to levy penalty on the Supplier @ 0.5% of the basic price of undelivered stores per each week or part thereof but not exceeding 5% of the value of such materials.

12. Settlement of disputes:

All disputes or differences arising out of or in connection with this tender / order shall be subject to the exclusive jurisdiction of Dantewada/Jagdarpur courts.

## 2.1 CONCILIATION:

Any dispute, question, claim or difference arising out of or concerning this tender/ contract between the parties shall be settled through mutual negotiation by the parties and parties shall make all end ours to settle this matter amicably. In case such amicable settlements is not possible, the parties shall take recourse to the conciliation proceedings for resolving such dispute ,question, claim or differences.

The Conciliatory Committee shall comprise of the following:

- (i) A nominee of NMDC Management- Member (Independent of the officer handling the case)
- (ii) A nominee of the Supplier/ Contractor - Member (Independent of the officer handling the case)
- (iii) Head of Law/ Law officer of NMDC - Member

The above committee shall conduct the conciliation proceedings in accordance with the provision of the Arbitration and Conciliation Act 1996. The venue of the conciliation shall be at Dantewada. The settlement so arrived at final conciliation shall be binding on both the parties and will not be called in question before any court or forum whatsoever.

Reference to arbitration shall be made only when conciliation has failed.

## **2.2 Arbitration:**

### **2.2.1. FOR ALL THE TENDERS OTHER THAN GLOBAL TENDERS**

**2.2.1.1** All disputes or differences which may arise between the Owner and Supplier/ Contractor in connection with this Contract (other than those in respect of which the decision for any person is expressed in the Contract to be final and binding) shall, after written notice by either party to the other and to the Executive Director of the NMDC Ltd, Kirandul Complex, Kirandul (who will be the appointing authority), be referred for adjudication to the sole arbitrator to be appointed as hereinafter provided.

**2.2.1.2** 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 work, to the supplier/ Contractor who will select any one of the persons named to be appointed as a sole Arbitrator within 30 days of receipt of name. If the appointing authority fails to send to the Supplier/ Contractor the panel of three names, as aforesaid, within the period specified, the Supplier/Contractor 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/Contractor accordingly, the Supplier/ Contractor shall be entitled to invoke the provisions of the Indian Arbitration and Conciliation Act 1996 as amended from time to time.

**2.3.1.3** The arbitral tribunal shall give reasons for its award. Each party bear its own cost and the cost of arbitration shall be equally borne by the parties. 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 legal proceedings concerning any dispute under this agreement other than to enforce or facilitate the execution of the award rendered in such arbitration.

**2.3.1.4** The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time.

### **2.3.3**

**2.3.3.1.** Arbitration between a Central Public sector undertaking of the Government of India (not under the Ministry of Steel) and the Employer shall be as per the guidelines of Ministry of Heavy Industries and Public Enterprises, Government of India.

**2.3.3.2.** Arbitration between a Central Public Sector Undertaking of the Government of India under the Ministry of Steel, Government of India and the Employer, shall be as per the guidelines of the Ministry of Steel.

**2.3.4.** The further progress of any work under the contract shall unless otherwise directed by the Owner/ Engineer continues during the arbitration proceedings and no payment due or payable by/ to the Owner 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 the arbitration proceedings.

**2.3.5.** The laws applicable to the Contract shall be the laws in force in India. The Courts of Dantewada, Chhattisgarh (State) shall have exclusive jurisdiction in all matters arising under this Contract.

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

14. **COMPLIANCE TO SA8000:** -Our Company is certified under SA8000 and as such you are required to confirm your company is complying with the SA 8000 standards as per Annexure-I.

## **Annexure-I**

### **Standard Requirements for SA8000**

· The Supplier/contractor shall comply with all requirements of SA 8000:2014 related to Child Labour, Forced and Compulsory Labour, Health & Safety, Freedom of Association & Right to Collective Bargaining, Discrimination, Disciplinary Practices, Working Hours and Remuneration.

- The Supplier/Contractor is obliged to comply with the applicable legal systems in force. In particular, the Supplier/Contractor shall not engage, actively or passively, nor directly or indirectly any child labour (persons below 14 years of age) and shall not violate basic human rights of its employees. Moreover, the Supplier shall take responsibility for the health & safety of its employees. The Supplier shall act in accordance with the applicable environmental laws and will use best efforts to promote the Code of Conduct among its Suppliers.
- The supplier/contractor shall meet the legislations related to working hours, minimum wages and payment of wages.
- NMDC Limited or any third party on behalf of NMDC Limited shall have the right to visit the supplier/contractor premises to ensure compliance with SA 8000:2014 requirements with or without any intimation.
- In addition to other rights and remedies NMDC Limited may have, NMDC may terminate the work order and/or any purchase order issued there under in case of breach of SA 8000:2014 related obligations by the Supplier/Contractor. However, provided that if the Supplier's/Contractor's breach of contract can be rectified, then NMDC Limited's right to terminate the work order and/or any purchase is subjected to the provision that at such breach has not been remedied by the Supplier within a reasonable grace period set by NMDC Limited.
- Supplier/Contractor shall ensure that its direct and indirect subcontractors employed to perform the works commit themselves to the SA 8000: 2014 requirements.

### **The Supplier/Contractor shall:**

- a) Give the highest regard to Employee Health & Safety (EHS) to avoid any injury to any person and willful damage to any property;
- b) Ensure that the management of EHS is an integral and visible part of its work planning and execution processes;
- c) Strive for continuous improvement of its EHS performance;
- d) Obtain B.I.O.M Kirandul Complex, NMDC Limited's IMS policy, understand and implement the applicable content of this policy;
- e) Monitor and evaluate its safety performance to effectively take such actions as appropriate to rectify or improve its overall safety performance;
- f) Ensure that it complies with all applicable EHS laws and any EHS requirements of NMDC Limited in force from time to time.
- g) Ensure that in case NMDC Limited produces a safety and health documentation for the site (Occupational Safety Plan) and provides Supplier with a copy of the Occupational Safety Plan, Supplier shall confirm receipt thereof in writing and comply with the regulations contained therein. The same shall apply to updates of the Occupational Safety Plan which NMDC Limited may make as it deems necessary. Supplier shall ensure that its direct and indirect subcontractors employed to perform the works commit themselves to the Occupational Safety Plan and its updates. The supplier shall commit to this clause to avoid any injury to any persons who are legally on the work site including its own personnel, NMDC Ltd.'s personnel and visitors.

15. **Environment Laws:** Bidders shall comply to all Environmental Laws & Contractual Commitments related to Environmental aspects.

16. **Check list for the list of documents to be uploaded:** Checklist for list of documents to be submitted is attached at ATC which is to be duly filled & uploaded along with offer by the bidder.

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

18. Bidders shall submit complete technical specifications (including brochure if available) along with offer.

19. **VALIDITY:** - Your offer should be initially kept valid for 180 days from the date of tender opening and to be extended for further period if necessary.

20. Bidders shall submit all the necessary documents and technical details in the offer. Your offer will be evaluated based on the documents submitted by you. Any clarification from the bidder shall be the discretion of the buyer.

21. The corporation reserves the right to reject or accept any tender in part or full without assigning any reasons, or place order for part of full quantity. The corporation also reserves the right to load on various parameters in case of deviations from the tender condition at rates deemed fit without any discussions/ correspondence with the tenderer.

22. NMDC is having rate contract with M/s. ARC (M.no. 9685464295) & M/s. Balan Transport (M.no. 9424293692) for transportation of goods to our project. Hence you may preferably book the consignment with the above transporters.

23. Bidders 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.

24. **PRE-DISPATCH INSPECTION CERTIFICATE/ TEST CERTIFICATE :** The bearings have to be Pre-dispatch inspected by the Certificate bearing manufacturer, confirming all the characteristics. The successful bidder has to submit the pre-dispatch inspection certificate.

25. **OEM Authorization Certificate:** Bidders have to submit a Valid authorized dealership/ Tie up/ agency/ partnership certificate from the manufacturer in case of distributor's/dealers/ agencies/partners etc, with validity period mentioned in the certificate.

26. After publishing of tender in GeM portal, if prospective bidders want to submit any representation/clarification/request against the GeM tender, the same can be submitted in GEM Portal through GEM representation window within the stipulated time period. Any representation/clarification/request through email against the GeM tender shall not be entertained.

27. **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.)

28. **LIMITATION OF LIABILITIES:** Except in cases of criminal negligence of will full non- performance or will full default,

a. The supplier/contractor shall not be liable to the employer, whether in contract, or otherwise for any indirect or consequential loss or damage, loss of production, loss of use, or loss of profits or interest costs.

AND

b. The aggregate liability of the supplier/contractor to the employer, whether under the contract, in tort or otherwise including the cost of repairing or replacing defective equipment's, shall not exceed the 100% (hundred percent) of the contract price plus escalation if applicable as per contract, provided that this limitation shall not apply to any obligation of the contractor to indemnify the employer with respect to copyright, patent infringement, workmen compensation and statutory liabilities in general that the employer may be required to additionally bear due to default of the supplier/contractor.

29. **PRICE PURCHASE PREFERENCE TO MAKE IN INDIA CLAUSE:** - 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 defined at Sr. No. 4 (a) of enclosed Annexure-II

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**ANNEXURE-II**  
**PROFORMA FOR BANK GUARANTEE TOWARDS E.M.D.**

(To be submitted on Rs.100/- Non judicial stamp paper and the non-judicial stamp paper should be in the name of the issuing bank).

Ref. Bank Guarantee No. Date:

To,  
N.M.D.C. Ltd.,  
BAILADILA IRON ORE MINE  
KIRANDUL COMPLEX  
POST: KIRANDUL  
DISTT: DANTEWADA  
PIN- 494 556

Dear Sirs,

In accordance with your invitation to tender under specification no. \_\_\_\_\_ M/s \_\_\_\_\_ having its registered/Head Office at \_\_\_\_\_ (herein after called the tenderer) wish to participate in the said tender for \_\_\_\_\_ and you, as a special favor, have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of \_\_\_\_\_ valid up to \_\_\_\_\_ on behalf of the tenderer in lieu of tender deposit required to be made by the tenderer, as a condition precedent for participation in the said tender.

We, the \_\_\_\_\_ bank at \_\_\_\_\_ having our Head Office at \_\_\_\_\_ (local address) guarantee and undertake to pay immediately on demand by N.M.D.C. Limited, the amount of \_\_\_\_\_ (in figures and words) without any reservation, protest, demur and recourse. Any such demand made by said Purchaser shall be conclusive and binding on us irrespective of any dispute or difference raised by the tenderer.

This guarantee shall be irrevocable and shall remain valid up to \_\_\_\_\_, if any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s \_\_\_\_\_ whose behalf this guarantee is issued.

This date should be 30 days after the guarantee is valid.

In witness where of the Bank, through its banker has set its hand and stamp on this \_\_\_\_\_ 20 \_\_\_\_\_.

WITNESS: SIGNATURE:  
SIGNATURE: NAME:  
OFFICIAL ADDRESS DESIGNATION WITH BANK  
ATTORNEY AS PER  
POWER OF ATTORNEY NO.  
DATE.

**ANNEXURE-III**

**GUARANTEE BOND FOR SECURITY DEPOSIT  
(TO BE USED BY ALL SCHEDULED BANK/NATIONALISED BANKS)**

1. In consideration of N.M.D.C. Ltd., Having agreed to exempt \_\_\_\_\_ (hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement no. \_\_\_\_\_ date \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ and \_\_\_\_\_ for (hereinafter referred to as "the Bank") do hereby undertake to pay to the N.M.D.C. Limited, Hyderabad an amount not exceeding Rs. \_\_\_\_\_/- against any loss or damage caused to or suffered or would be caused to or suffered by the N.M.D.C. Ltd., Hyderabad by reason of any breach by the said Contractor(s) of any of the terms and/or conditions contained in the said Agreement .

2. We \_\_\_\_\_ Bank Ltd., do hereby undertake to pay the amount due and payable under this guarantee without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor, merely/on a demand from NMDC stating that the amount claimed is due by way of loss or damage caused to or would be said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the said Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_/-.

3. We \_\_\_\_\_ Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the NMDC under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till \_\_\_\_\_ NMDC certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the guarantee. The Corporation is at liberty to ask the Bank before the expiring of this Bank Guarantee to extend the validity/term of the Bank Guarantee from time to time.

4. We \_\_\_\_\_ Bank Ltd., further agree with the NMDC that the NMDC shall have fullest liberty without our consent and without affecting in any manner or obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the N.M.D.C. Limited, against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of NMDC or any indulgence by NMDC to the said Contractor(s) or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We, \_\_\_\_\_ Bank Ltd., lastly undertake not to revoke this guarantee during its currency except with the previous consent of the N.M.D.C. limited, in Writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For \_\_\_\_\_ Bank Limited

**ANNEXURE- IV**

**SELF CERTIFICATION regarding LOCAL CONTENT**

-  
(IN LETTER HEAD OF THE FIRM)  
-

We .....(Name of Firm) hereby certify that the offered materials are having the LOCAL CONTENT of minimum 50% and hence we come under Class I Local Supplier as per definition of Make in India policy of Govt of India.

The address of Manufacturing Unit:

(Sign)

(Seal)

(OR)

We .....(Name of Firm) hereby certify that the offered materials are having the LOCAL CONTENT of minimum 20% and hence comes under Class II Local Supplier as per definition of Make in India policy of Govt of India.

The address of Manufacturing unit :

(Sign)

(Seal)

(Fill the relevant portion and submit/upload in part B of offer)

**Note: Class I Local supplier only shall get purchase preference as per Make in India Policy.**

\*\*\*\*\*END\*\*\*\*\*

**2.4 Buyer Added Bid Specific ATC:**

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

**2.5 Purchase Preference (Centre):**

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

**2.6 Purchase Preference (Centre):**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.