

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687799471397

अनुबंध तिथि | Generated Date : 24-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4217492](#)

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 : AM Mat 002 संपर्क नंबर Contact No. : - ईमेल आईडी Email ID : buycon116.nl.cg@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : NMDC LTD, BACHELI COMPLEX, BAILADILA, BACHELI PO, CHATTISGARH, DANTEWADA, CHHATTISGARH-494553, 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 : DGM वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : DGM	भुगतान का तरीका Role : PAO भुगतान का तरीका Payment Mode : Offline पद Designation : DEPUTY MANAGER ईमेल आईडी Email ID : pao11.nl.cg@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : NMDC LTD, BACHELI COMPLEX, BAILADILA, BACHELI PO, CHATTISGARH, DANTEWADA, CHHATTISGARH-494553, India

विक्रेता विवरण Seller Details	
जेम विक्रेता आईडी GeM Seller ID :	2267200001473647
कंपनी का नाम Company Name :	ENTEELCAD ENGINEERING
संपर्क नंबर Contact No. :	09886628228
ईमेल आईडी Email ID :	entellcad181@gmail.com
पता Address :	PLOT NO 181, ENTEELCAD ENGINEERING, BELAVADI POST, HEBBAL INDUSTRIAL AREA, Mysore, KARNATAKA-570018, -
एमएसएमई सत्यापित MSME verified :	No
एमएसएमई पंजीकरण संख्या MSME Registration number :	UDYAM-KR-22-0003112
एमएसएमई सामाजिक श्रेणी MSE Social Category :	General
एमएसएमई लिंग श्रेणी MSE Gender :	Male
जीएसटीआईएन GSTIN :	29AABFI2297J1Z1 (R), (M)

*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

उत्पाद विवरण Product Details						
#	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 : HELICAL GEARBOX ब्रांड Brand : ENTEELCAD 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 : HELICAL GEARBOX (Q3) मॉडल Model : ECN-500 एचएसएन कोड HSN Code : 84831099	2	pieces	2,459,018.5	NA	4,918,037
कुल ऑर्डर मूल्य Total Order Value (in INR)						4,918,037

परेषिती विवरण Consignee Detail						
क्र.सं. S.No	परेषिती 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
	पद Designation : -					

1	ईमेल आईडी Email ID : buycon127.nl.cg@gembuyer.in संपर्क Contact : - जीएसटीआईएन GSTIN : - पता Address : NMDC LTD, BACHELI COMPLEX, BAILADILA, BACHELI PO, CHATTISGARH, DANTEWADA, CHHATTISGARH-494553, India	HELICAL GEARBOX	-	2	24-May-2024	20-Nov-2024
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Product Specification for HELICAL GEARBOX

विनिर्देश Specification	उप-विनिर्देश Sub-Spec	मूल्य Value
Custom Specification	Custom Specification	Yes

विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/21/50/053/CatalogAttrs/SpecificationDocument/2023/12/9/2023_12_09_10_01_01_nmhc_bachel_i_gem_tech_bid_2023-12-09-10-01-02_b3fa4b2971c87b191d63a6c4862bd889.pdf
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खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/250294/54/78/703/CatalogAttrs/SpecificationDocument/2023/11/14/1600287607_gb_scn_315_2023-11-14-18-26-04_c700975ca47ea9bb8828bcd03cdfa8e0.pdf
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शुद्धिपत्र | Corrigendum

1. तक बढ़ाया गया | Extended Upto : 2023-12-19 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 Generic

After award of contract – Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 21 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 7 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing– the delivery period shall be refixed without LD for the period of delay in approval of Drawing.

2.3 Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

2.4 Scope of Supply:

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

2.5 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Additional terms & conditions mentioned below supersede the GEM GTC.

If any deviations are not mentioned by the bidder, it is deemed that they are agreeing to all bid ATC.

1. **EARNEST MONEY DEPOSIT (EMD):-** Your Tender must be accompanied by EMD of Rs. 75,000/- (You may ignore the percentage value of EMD amount as appearing in EMD section of GEM Bid). Bidders are requested to submit full amount of Rs. 75,000/- 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.

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

1. Visit www.onlinesbi.sbi / <https://www.onlinesbi.sbi/sbcollect/icollecthome.htm> - PSU Public Sector
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 Bachel 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-IV) herewith and favoring 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 Bachel Complex-494553, C.G." Copy of EMD BG shall be uploaded in the bid.

Bank Account # State Bank of India, NMDC's Account # 10932466161,
IFSC Code SBIN0003183,
MICR # 494002534, Bank Code 3183,
Branch : Bachel - 494 553, Dist. Dantewada (CG)

c) Tenderer 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 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 shall be as per GeM guidelines.

2. Bidders shall submit complete technical specifications (including brochure if available) along with offer. Otherwise your offer is liable for rejection, without any further correspondence.
3. **LIMITATION OF LIABILITY :-** Except in cases Criminal Negligence of willful non-Performance or willful default.
 - a. The Supplier/ Contractor shall not be liable to the Employer, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss or use, loss of Production, or loss of profit 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, 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 contract, 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.
4. **FORCE MAJEURE CLAUSE :-** If at any time during the continuance of Acceptance of Tender (A/T), the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, hostility, acts of public enmity, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or other acts of God, provided notice of the occurrence of any such event is given by either party to the other within TWENTY ONE DAYS from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the contract., and neither party shall have claim for damage against the performance, and deliveries in such cases shall be resumed as soon as practicable after such an event has come to an end or has ceased to exist.
5. **LD / PENALTY: -** In the event the supplier fails to deliver the ordered **Items** in full within the delivery period, penalty will be levied subject to standard force major conditions @ **0.5 %** per week or part thereof delay for the value of **undelivered portion** but not exceeding **5 %** of the value of undelivered materials.

In case, the material are not supplied within delivery period, than, NMDC reserves the right to cancel the order or make alternative purchase of the materials of similar description from else where at the risk and cost of the supplier duly giving an advance notice of 30 days to this effect and in such an event the seller will be liable to pay any losses that may be incurred by the buyer. The penalty will be calculated on the basic value of the equipment / spares.

6. **MAKE:** - Our preferred Makes ELECON / NAW / SHANTHI GEARS / DAVID BROWN / PREMIUM TRANSMISSION / FLENDER (SIEMENS) / ENTELLCAD / BONFIGLIOLI / SEW EURODIRVE / IHI (SHIMADZU) Only.
(Please refer specification document for preferred make list)
Other prospective bidders, who are manufacturers and can supply the tendered items, may apply to **CGM (Materials)**, NMDCLtd, Hyderabad-500028 for Vendor registration with all credentials along with duly filled in application as per details available at www.nmdc.co.in in vendor empanelment section. Interested firms may be considered for vendor registration after following due procedure and such registered firms may be considered in future tenders.
7. **DEVIATIONS :-** Any Deviation shall be uploaded in a separate sheet. However, it is in the discretion of NMDCLtd to accept any deviations or else your offer may be liable for rejection without any further confirmation.
8. **DELIVERY PERIOD :-** Delivery Period quoted should be definite and guaranteed. Failure to supply the material in time will attract penalty as per penalty clause. Please quote minimum delivery period. If no delivery period specified, then Delivery period specified in GeM Bid shall be applicable.
9. **OFFER VALIDITY:** - Your offer should be kept **valid for 180 days** from the date of tender opening & to be extended for further period if necessary.
10. **TRANSPORTATION OF GOODS:-** NMDCLtd. Bachel Complex is having Rate Contract (RC) with **M/s. Associate Road Carriages Ltd. (ARC)** (Mobile # 91-96584 64295) and **M/s. Balan Transport** (Mobile # +91-9422 93692) for transportation of goods to our Project. Hence, you may preferably book the consignment with the above transporters.
11. **PLACE OF DELIVERY :-** Hilltop Stores, NMDCLtd., Bailadila Iron Ore Mines, Deposit - 5,10&11A, Bachel Complex, Post - Bachel - 494553, Dist. Dantewada, Chattisgarh State, which is around 22 Kms from Bachel Main Stores
12. If the date for any activity indicated in the tender document happens to be a holiday or a non-working day, for any reason, then the next working day will be automatically taken as the date for such activity.
13. The Corporation reserves the right to reject or accept any tender in part or full without assigning any reasons, or place order for part or full quantity.
14. Above Techno-Commercial Terms & Conditions and details submitted by tenderer are Fixed & Final and will be considered for offer evaluation.

Any other Deviation from above submitted terms & conditions, if any tenderer attached separate sheet for Techno-commercial terms will not be considered for evaluation.

Note :- 1. Tenderers are required to reply all commercial terms and conditions point wise and clause wise.
2. For any Techno-Commercial clarification against this tender please contact:
Name & Designation :- **Mrs. Ritu Mishra, Sr. Manager (Materials)**
Email :- **ritu.awasthi@nmdc.co.in;**
Contact No.- **+91-91797 25993 (M)**

15. **INSPECTION :-** Initial inspection may 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. In case if inspection is not carried out within 15 days' notice, the supplier will be informed suitably. To carry out the pre-dispatch inspection, supplier should provide inspection / test certificates of important bought out components to facilitate the pre-dispatch inspection. Hence, automatic waivers of pre-dispatch inspections are not allowed.
- Final inspection** of the materials will be carried out at 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 the destination point. The freight and incidental charges for return of the rejected materials will have to be borne by the supplier. In case, rejected materials are not collected after receipt of rejection notice, no liability in respect of loss, damage, deterioration etc. shall lie with the corporation.
16. **WARRANTY :-** The **Materials** supplied shall be Warranted for satisfactory performance for a period of **18 months** from date of dispatch, **(OR) 12 months** from the date of receipt, whichever is earlier, against manufacturing defects, bad workmanship, poor quality of material etc. In case of spares the sellers shall be responsible for correctness of the materials to fit into our existing machines.
17. **PERFORMANCE BANK GUARANTEE (PBG) :-** The supplier should furnish a Bank Guarantee for **10 % of Contract Value** (format enclosed at **Annexure-V**) valid for the **Warranty period + 03 months (Grace Period)** in support thereof while claiming balance payment towards satisfactory performance of the **items**.

The BG should be made through any nationalized bank in India . The supplier should instruct their banker to forward original Bank Guarantee directly from Bank to NMDC.

- 18. SECURITY DEPOSIT (SD) :-** In the event of placement of an order, the supplier shall submit a Bank Guarantee towards Security Deposit to the Consignee of the project @ 5% Contract 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 Demand Draft (DD) or Bank Guarantee (BG) in prescribed form (As per Annexure-VI) valid for the delivery period plus 3 months .

The BG should be made through any nationalized bank / scheduled commercial bank in India . The supplier should instruct their banker to forward original Bank Guarantee directly from Bank to NMDC. The Security Deposit bears no interest and is refundable after satisfactory completion of the supply.

- 19. 100 % payment will be released on receipt & acceptance of material on submission of following documents :**
(i) Original Invoice (ii) PBG with 10% of the contract value from any nationalized bank.

- 20. REVERSE AUCTION: -** "Reverse Auction" shall be applicable and to be conducted as per GEM portal.

- 21. Please indicate applicable GST rate in "%" for each line items of the bid. The quoted price should be including Freight charges, GST, Packing and Insurance Charges.**

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

- 23. 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 / Jagdalpur 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 endeavors 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, Bachel Complex, Bachel (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.

24. 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.
25. 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, Evaluation will be done, based on documents available.
26. **COMPLIANCE TO SA8000:** - Our Company is certified under SA8000 and as such you are required to confirm your company is complying with the SA8000 standards.
27. Bidders shall comply with all Environmental Laws & Contractual Commitments related to Environmental aspects.
28. 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.
29. The Price preference for MSE and MII exemption will be given on the basis of the Document uploaded on GEM Tender. Only manufacturers for particular makes are eligible for MSE exemption and Preferences.
30. Valid Authorized dealership certificate form OEM may please be submitted along with your offer.
31. Tender specific authorization from OEM may please be submitted along with your offer or else your offer is liable for rejection.
32. **FITMENT GUARANTEE** :- Proper fitment of Gearbox shall be the responsibility of the supplier. In case any problem of fitment you shall depute your personnel to supervise the fitment of the above and shall attend to modifications if any required the fitment FREE OF COST basis.
- Apart from standard terms of Warranty & Guarantee successful tenderers shall give Fitment Guarantee Certificate.
 - Firm shall confirm to supply the item as One - To - One replacement, for the existing Gearbox unit keeping external measurement to suit one - to -one replacement.

2.6 Buyer Added Bid Specific ATC:

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

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.

