

## अनुबंध | Contract



अनुबंध नाम | Schedule Name: Schedule 7, Schedule 10, Schedule 4, Schedule 5, Schedule 9, Schedule 2, Schedule 6, Schedule 1, Schedule 3, Schedule 8

अनुबंध क्रमांक | Contract No: GEMC-511687792407321

अनुबंध तिथि | Generated Date : 11-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4815352](#)

संगठन विवरण   Organisation Details		खरीदार विवरण   Buyer Details	
प्रकृत्या   Type :	Central PSU	पद   Designation :	ASSISTANT MANAGER2
मंत्रालय   Ministry :	Ministry of Steel	संपर्क नंबर   Contact No. :	07857-255234-
विभाग   Department :	NMDC Limited	ईमेल आईडी   Email ID :	buyer5.nmdcl.krdl@gembuyer.in
संगठन का नाम   Organisation Name :	NMDC Limited	जीएसटीआईएन   GSTIN :	22AACN7325A2Z4
कार्यालय क्षेत्र   Office Zone:	Hyderabad	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	Role:	PAO
प्रशासनिक अनुमोदन का पदनाम	HOD (MATLS)	भुगतान का तरीका	Offline
Designation of Administrative Approval:	HOD (FIN)	Payment Mode:	
वित्तीय अनुमोदन का पदनाम		पद   Designation :	MANAGER2
Designation of Financial Approval :		ईमेल आईडी   Email ID :	pao12.nmdc.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 :	W2IC200001826189
कंपनी का नाम   Company Name :	SAHU HEALTHCARE
संपर्क नंबर   Contact No. :	09098189103
ईमेल आईडी   Email ID :	trilochan727@gmail.com
पता   Address :	WARD NO 5, MAHARANA PRATAP NAGAR, TIFRA, BILASPUR, BILASPUR, CHHATTISGARH-495223, -
एमएसएमई सत्यापिति   MSME verified :	No
एमएसएमई पंजीकरण संख्या   MSME Registration number :	UDYAM-CG-02-0005646
एमएसई सामाजिक श्रेणी   MSE Social Category :	OBC
एमएसई लिंग श्रेणी   MSE Gender :	Male
जीएसटीआईएन   GSTIN:	22CSIPS0001F1ZD (R) , (B)

\*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 शुक्र और कर सहित)   Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम   Product Name : 1200003048 CELLO DRUM SIZE BIG 100 LTR Make Cello Milton SKI Aristo AVRS Equipment Pvt Ltd ब्रांड   Brand : AVRS Equipment Pvt.Ltd. 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 चतुर्धारा   Category Name & Quadrant : BOQ (Q3) मॉडल   Model: AVRS Equipment Pvt.Ltd. एचएसएन कोड   HSN Code: 3923	15	NO	1,200	NA	18,000
2	उत्पाद का नाम   Product Name : 1200003053 PLASTIC MUG 1 LITRE Make Cello Milton SKI Aristo AVRS Equipment Pvt Ltd ब्रांड   Brand : AVRS Equipment Pvt.Ltd. 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 चतुर्धारा   Category Name & Quadrant : BOQ (Q3) मॉडल   Model: AVRS Equipment Pvt.Ltd. एचएसएन कोड   HSN Code: 3923	100	NO	25	NA	2,500
	उत्पाद का नाम   Product Name : 1200003045 PRINTED COLOUR CODED DISPOSABLE POLYTHIN BAGS OF					

3	<p><b>SIZE 17 MULTIPLE 25 WITH PRINTED BIO HAZARD SYMBOL COLOUR RED</b> Make Tarsons AVRS Equipment Pvt Ltd</p> <p><b>ब्रांड Brand :</b> AVRS Equipment Pvt.Ltd.</p> <p><b>ब्रांड प्रकार Brand Type :</b> Unbranded</p> <p><b>कैटलॉग की स्थिति Catalogue Status:</b> Catalogue not verified by OEM</p> <p><b>कैसे बेचा जा रहा है Selling As :</b> Reseller not verified by OEM</p> <p><b>श्रेणी का नाम और चतुर्धारा Category Name &amp; Quadrant :</b> BOQ (Q3)</p> <p><b>मॉडल Model:</b> AVRS Equipment Pvt.Ltd.</p> <p><b>एचएसएन कोड HSN Code:</b> 3923</p>	20,000	NO	4.4	NA	88,000
4	<p><b>उत्पाद का नाम  Product Name :</b> 1200003046 PRINTED COLOUR CODED DISPOSABLE POLYTHIN BAGS OF SIZE 17 MULTIPLE 25 WITH PRINTED BIO HAZARD SYMBOL COLOUR WHITE Make Tarsons AVRS Equipment Pvt Ltd</p> <p><b>ब्रांड Brand :</b> AVRS Equipment Pvt.Ltd.</p> <p><b>ब्रांड प्रकार Brand Type :</b> Unbranded</p> <p><b>कैटलॉग की स्थिति Catalogue Status:</b> Catalogue not verified by OEM</p> <p><b>कैसे बेचा जा रहा है Selling As :</b> Reseller not verified by OEM</p> <p><b>श्रेणी का नाम और चतुर्धारा Category Name &amp; Quadrant :</b> BOQ (Q3)</p> <p><b>मॉडल Model:</b> AVRS Equipment Pvt.Ltd.</p> <p><b>एचएसएन कोड HSN Code:</b> 3923</p>	10,000	NO	4.4	NA	44,000
5	<p><b>उत्पाद का नाम  Product Name :</b> 1200003051 BUCKET 20 LTR COLOUR BLUE Make Cello Milton SKI Aristo AVRS Equipment Pvt Ltd</p> <p><b>ब्रांड Brand :</b> AVRS Equipment Pvt.Ltd.</p> <p><b>ब्रांड प्रकार Brand Type :</b> Unbranded</p> <p><b>कैटलॉग की स्थिति Catalogue Status:</b> Catalogue not verified by OEM</p> <p><b>कैसे बेचा जा रहा है Selling As :</b> Reseller not verified by OEM</p> <p><b>श्रेणी का नाम और चतुर्धारा Category Name &amp; Quadrant :</b> BOQ (Q3)</p> <p><b>मॉडल Model:</b> AVRS Equipment Pvt.Ltd.</p> <p><b>एचएसएन कोड HSN Code:</b> 3923</p>	50	NO	245	NA	12,250
6	<p><b>उत्पाद का नाम  Product Name :</b> 1200003043 PRINTED COLOUR CODED DISPOSABLE POLYTHIN BAGS OF SIZE 17 MULTIPLE 25 WITH PRINTED BIO HAZARD SYMBOL COLOUR BLUE Make Tarsons AVRS Equipment Pvt Ltd</p> <p><b>ब्रांड Brand :</b> AVRS Equipment Pvt.Ltd.</p> <p><b>ब्रांड प्रकार Brand Type :</b> Unbranded</p> <p><b>कैटलॉग की स्थिति Catalogue Status:</b> Catalogue not verified by OEM</p> <p><b>कैसे बेचा जा रहा है Selling As :</b> Reseller not verified by OEM</p> <p><b>श्रेणी का नाम और चतुर्धारा Category Name &amp; Quadrant :</b> BOQ (Q3)</p> <p><b>मॉडल Model:</b> AVRS Equipment Pvt.Ltd.</p> <p><b>एचएसएन कोड HSN Code:</b> 3923</p>	20,000	NO	4.4	NA	88,000
7	<p><b>उत्पाद का नाम  Product Name :</b> 1200003047 SODIUM HYPOCHLORITE SOL 1 PERCENTAGE 5 LITRE Make AVRS Equipment Pvt Ltd Thermo Fisher Merck Loba</p> <p><b>ब्रांड Brand :</b> AVRS Equipment Pvt.Ltd.</p> <p><b>ब्रांड प्रकार Brand Type :</b> Unbranded</p> <p><b>कैटलॉग की स्थिति Catalogue Status:</b> Catalogue not verified by OEM</p> <p><b>कैसे बेचा जा रहा है Selling As :</b> Reseller not verified by OEM</p> <p><b>श्रेणी का नाम और चतुर्धारा Category Name &amp; Quadrant :</b> BOQ (Q3)</p> <p><b>मॉडल Model:</b> AVRS Equipment Pvt.Ltd.</p> <p><b>एचएसएन कोड HSN Code:</b> 3923</p>	100	NO	180	NA	18,000
8	<p><b>उत्पाद का नाम  Product Name :</b> 1200003042 PRINTED COLOUR CODED DISPOSABLE POLYTHIN BAGS OF SIZE 17 MULTIPLE 25 WITH PRINTED BIO HAZARD SYMBOL COLOUR YELLOW Make Tarsons AVRS Equipment Pvt Ltd</p> <p><b>ब्रांड Brand :</b> AVRS Equipment Pvt.Ltd.</p> <p><b>ब्रांड प्रकार Brand Type :</b> Unbranded</p> <p><b>कैटलॉग की स्थिति Catalogue Status:</b> Catalogue not verified by OEM</p> <p><b>कैसे बेचा जा रहा है Selling As :</b> Reseller not verified by OEM</p> <p><b>श्रेणी का नाम और चतुर्धारा Category Name &amp; Quadrant :</b> BOQ (Q3)</p> <p><b>मॉडल Model:</b> AVRS Equipment Pvt.Ltd.</p> <p><b>एचएसएन कोड HSN Code:</b> 3923</p>	40,000	NO	4.4	NA	176,000
9	<p><b>उत्पाद का नाम  Product Name :</b> 1200003044 PRINTED COLOUR CODED DISPOSABLE POLYTHIN BAGS OF SIZE 17 MULTIPLE 25 WITH PRINTED BIO HAZARD SYMBOL COLOUR BLACK Make Tarsons AVRS Equipment Pvt Ltd</p> <p><b>ब्रांड Brand :</b> AVRS Equipment Pvt.Ltd.</p> <p><b>ब्रांड प्रकार Brand Type :</b> Unbranded</p> <p><b>कैटलॉग की स्थिति Catalogue Status:</b> Catalogue not verified by OEM</p> <p><b>कैसे बेचा जा रहा है Selling As :</b> Reseller not verified by OEM</p> <p><b>श्रेणी का नाम और चतुर्धारा Category Name &amp; Quadrant :</b> BOQ (Q3)</p> <p><b>मॉडल Model:</b> AVRS Equipment Pvt.Ltd.</p> <p><b>एचएसएन कोड HSN Code:</b> 3923</p>	20,000	NO	4.4	NA	88,000
10	<p><b>उत्पाद का नाम  Product Name :</b> 1200003049 BUCKET 20 LTR COLOUR RED Make Cello Milton SKI Aristo AVRS Equipment Pvt Ltd</p> <p><b>ब्रांड Brand :</b> AVRS Equipment Pvt.Ltd.</p> <p><b>ब्रांड प्रकार Brand Type :</b> Unbranded</p> <p><b>कैटलॉग की स्थिति Catalogue Status:</b> Catalogue not verified by OEM</p> <p><b>कैसे बेचा जा रहा है Selling As :</b> Reseller not verified by OEM</p> <p><b>श्रेणी का नाम और चतुर्धारा Category Name &amp; Quadrant :</b> BOQ (Q3)</p> <p><b>मॉडल Model:</b> AVRS Equipment Pvt.Ltd.</p> <p><b>एचएसएन कोड HSN Code:</b> 3923</p>	50	NO	245	NA	12,250

## परेष्ठी विवरण | Consignee Detail

क्र.सं.   S.No	परेष्ठी   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	<p>पद   Designation : -  ईमेल आईडी   Email ID : buycon8.nmdcl.dwz@gembuyer.in  संपर्क   Contact : 7857-255234-  जीएसटीआईएन   GSTIN : 22AACN7325A224  पता   Address : NMDC LTD, KIRANDUL COMPLEX, BAILADILA, KIRANDUL PO, CHATTISGARH,  DANTEWADA, CHHATTISGARH-494556, India</p>	1200003048 CELLO DRUM SIZE BIG 100 LTR Make Cello Milton SKI Aristo AVRS Equipment Pvt Ltd	-	15	11-Jun-2024	09-Oct-2024
		1200003053 PLASTIC MUG 1 LITRE Make Cello Milton SKI Aristo AVRS Equipment Pvt Ltd	-	100	11-Jun-2024	09-Oct-2024
		1200003045 PRINTED COLOUR CODED DISPOSABLE POLYTHIN BAGS OF SIZE 17 MULTIPLE 25 WITH PRINTED BIO HAZARD SYMBOL COLOUR RED Make Tarsons AVRS Equipment Pvt Ltd	-	20,000	11-Jun-2024	09-Oct-2024
		1200003046 PRINTED COLOUR CODED DISPOSABLE POLYTHIN BAGS OF SIZE 17 MULTIPLE 25 WITH PRINTED BIO HAZARD SYMBOL COLOUR WHITE Make Tarsons AVRS Equipment Pvt Ltd	-	10,000	11-Jun-2024	09-Oct-2024
		1200003051 BUCKET 20 LTR COLOUR BLUE Make Cello Milton SKI Aristo AVRS Equipment Pvt Ltd	-	50	11-Jun-2024	09-Oct-2024
		1200003043 PRINTED COLOUR CODED DISPOSABLE POLYTHIN BAGS OF SIZE 17 MULTIPLE 25 WITH PRINTED BIO HAZARD SYMBOL COLOUR BLUE Make Tarsons AVRS Equipment Pvt Ltd	-	20,000	11-Jun-2024	09-Oct-2024
		1200003047 SODIUM HYPOCHLORITE SOL 1 PERCENTAGE 5 LITRE Make AVRS Equipment Pvt Ltd Thermo Fisher Merck Loba	-	100	11-Jun-2024	09-Oct-2024
		1200003042 PRINTED COLOUR CODED DISPOSABLE POLYTHIN BAGS OF SIZE 17 MULTIPLE 25 WITH PRINTED BIO HAZARD SYMBOL COLOUR YELLOW Make Tarsons AVRS Equipment Pvt Ltd	-	40,000	11-Jun-2024	09-Oct-2024
		1200003044 PRINTED COLOUR CODED DISPOSABLE POLYTHIN BAGS OF SIZE 17 MULTIPLE 25 WITH PRINTED BIO HAZARD SYMBOL COLOUR BLACK Make Tarsons AVRS Equipment Pvt Ltd	-	20,000	11-Jun-2024	09-Oct-2024

**विवरण | Specification1**[विशेषता दस्तावेज | Specification Document](#)[क्रेता बीओक्यू दस्तावेज | Buyer BOQ Document](#)[बीओक्यू विशेषता और सहायक दस्तावेज 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.

**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.

**विवरण | Specification2**[विशेषता दस्तावेज | Specification Document](#)[क्रेता बीओक्यू दस्तावेज | Buyer BOQ Document](#)[बीओक्यू विशेषता और सहायक दस्तावेज का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

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**विवरण | Specification3**[विशेषता दस्तावेज | Specification Document](#)[क्रेता बीओक्यू दस्तावेज | Buyer BOQ Document](#)[बीओक्यू विशेषता और सहायक दस्तावेज का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

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**विवरण | Specification4**[विशेषता दस्तावेज | Specification Document](#)[क्रेता बीओक्यू दस्तावेज | Buyer BOQ Document](#)[बीओक्यू विशेषता और सहायक दस्तावेज 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.

**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.

## विवरण | Specification5

विशिष्टता दस्तावेज | Specification Document

## क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document

बीओक्यू विशेषता और सहायक दस्तावेज 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.

**નિયમી | 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.

विनिर्देश | Specification6

विशिष्टता दस्तावेज | Specification Document

क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document

बीओक्यू विशेषता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document

**सिवायी|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 | Specification 7

विशिष्टता दस्तावेज | Specification Document

क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document

बीओक्यू विशेषिता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document

**दिया|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.

**सिवाय | 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.

विनिर्देश | Specification 8

विशिष्टवा दस्तावेज | Specification Document

क्रेता बीओक्यू दस्तावेज | Buyer BOQ Document

बीओक्यू विशेषिता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document

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## विवरण|Specification9

[विवरण दस्तावेज|Specification Document](#)

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

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

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## विवरण|Specification10

[विवरण दस्तावेज|Specification Document](#)

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

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

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## शुद्धिपत्र|Corrigendum

1. तक बढ़ाया गया|Extended Upto : 2024-04-24 15:00:00
2. तक बढ़ाया गया|Extended Upto : 2024-04-26 15:00:00
3. GeM-Bidding-Corr-6260991-5.pdf [यहां क्लिक करें|click here](#)

## 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 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) 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.

#### 2.4 Buyer Added Bid Specific ATC:

## **CORRIGENDUM 1**

### **Detailed Technical Specification of Bio Medical Waste Disposal bags :-**

- 1. Thickness laid down by the BMW 2016 Amendment rules by GOI.**
- 2. Non-Chlorinated plastic bags of thickness >(more than) 75 microns.**

### **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 and GST as applicable as per GEM Price Format on FOR Destination basis to be unloaded at NMDC, Kirandul (C.G.).**
- 2. 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/Retailers.**
- 3. 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 confirm 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.**
- 4. Preferred Makes : Tarsons/AVRS Equipment Pvt.Ltd./ Thermo Fisher/Merck/Loba/ Cello/Milton/SKI/Aristo  
Preferred makes mentioned in the bid are as per NMDC approved makes. Other prospective bidders, who are manufacturers and can supply the tendered items, may apply to NMDC Ltd, Hyderabad for Vendor registration with all credentials along with duly filled in application as per details available at [www.nmdc.co.in](http://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.**
- 5. Warranty: Standard warranty required as 12 months from the date of receipt & acceptance or 18months 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.**
- 6. 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.**
- 7. 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**
- 8. Payment through TReDS: NMDC has registered with M/s. RXIL and TReDS Platforms. All MSE vendors should register themselves on TReDS Platform for availing the facility of bill discounting on TReDS portal. If registered, please submit the details.**
- 9. Delivery: The bidders are advised to quote definite delivery period for the quoted items. In case no delivery period is given by the bidders, the delivery period given in the GeM bid will be treated as final and binding.**
- 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/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 endeavours 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 up to 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 SA8000 standards as per Annexure.

**Annexure**  
**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 labor (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 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.

Tenderers are advised to follow all the guidelines of SA8000, and participate in the tender only if they accept to comply with all requirements of SA8000.

**15. Deviation:** Any deviation with respect to standard terms and conditions should be brought out separately. If no deviation is submitted along with offer, it is deemed that bidder has accepted to all the terms and conditions of the bid and participated accordingly.

**16. RISK PURCHASE:** Subletting of the contract is not permissible. If the supplier fails to deliver the materials within the stipulated period, due to no fault of the Corporation. The Corporation, reserve the right to cancel the order and repurchase the outstanding item from any source apart the risk, cost and consequences the seller.

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

**18. 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.

**19. 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.

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

**21. 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.**

**22. 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.**

**23. 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.**

**24. 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.**

**25. 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.**

**26. 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.**

**2.5 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.