

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687701115769

अनुबंध तिथि | Generated Date : 29-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4830725](#)

अनुसूची नाम | Schedule Name: Schedule 27, Schedule 26

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार 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 : Jr Asst I संपर्क नंबर Contact No. : - ईमेल आईडी Email ID : buyer51.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 : HOP वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : GM (FINANCE)	Role: PAO भुगतान का तरीका Payment Mode: Internet Banking 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 : ZNBS240011791586 कंपनी का नाम Company Name : M/S GANESH TRADERS संपर्क नंबर Contact No. : 09179730902 ईमेल आईडी Email ID : bhargavdewangan246@gmail.com पता Address : Ganesh Traders, Near bus stand, in front of ghadi chowk, Main Road, Hospital Ward, KONDAGAON, CHHATTISGARH-494226, - एमआईआई स्थिति MII Status : True एमएसएमई सत्यापित MSME verified : No एमएसएमई पंजीकरण संख्या MSME Registration number : - जीएसटीआईएन GSTIN : 22AERP2381L1ZE (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 : SUPPLY TO BE MADE AT THE EARLIEST

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 : TORCH CELL LEAK PROOF AA SIZE 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: एचएसएन कोड HSN Code: 8506	300	NO	11	NA	3,300
2	उत्पाद का नाम Product Name : TORCH CELL LEAK PROOF AAA SIZE 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: एचएसएन कोड HSN Code: 8506	400	NO	11	NA	4,400
कुल ऑर्डर मूल्य Total Order Value (in INR)						7,700

परोक्षिती विवरण Consignee Detail
वितरण पूरा कब

क्र.सं. S.No	प्रेषित Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दिनांक के बाद डिलीवरी शुरू करना है Delivery Start After	तक करना है Delivery To Be Completed By
1	पद Designation :- 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	TORCH CELL LEAK PROOF AA SIZE	-	300	29-Jun-2024	26-Dec-2024
		TORCH CELL LEAK PROOF AAA SIZE	-	400	29-Jun-2024	26-Dec-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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शुद्धिपत्र | Corrigendum

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 Certificates:

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2.4 Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

2.5 Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

2.6 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1) 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 CSD Stores, Bachelhi (CG).

2) **PLACE OF DELIVERY :-** The item shall be supplied at **NMDC CSD-, Bachelhi Complex, Post - Bachelhi - 494553, Dist. Dantewada, CG State.**

3) Bid ATC will supersede the other GeM GTC. If any deviation are not mentioned by the bidder, it is deemed that they are agreeing to all Bid ATC.

4) **LIMITATION OF LIABILITY :-** Except in cases 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, 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.

5) **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.

6) **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.

NMDC reserves the right to cancel the order or make alternative purchase of the materials of similar description from elsewhere 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 item.**

7) **MAKES :-** OUR PREFERRED MAKES IS AS PER ANNEXURE -I ONLY. OTHER MAKES WILL NOT BE CONSIDERED. All the tenderers should clearly indicate the name of the manufacturers with full specifications.

Offers received for the makes mentioned in the tender document will only be considered as valid for evaluation. If any firm submit their offer against this tender for any make, other than mentioned in the tender, the same will be considered as unsolicited and rejected.

The tender has been displayed only for information regarding the items being procured by NMDC Limited and not for participation of firms for any other makes which are not established/proved in NMDC Limited.

However, other firms who are capable of supplying the tendered items of any other makes, as per the technical specifications mentioned in the tender document, may submit their credentials to GM (Materials), NMDC Limited, Masab Tank, Hyderabad, indicating tender reference for considering the firm for their makes for future tenders, after empanelment as per procedure. This will also be applicable to the firms who have already supplied the tendered items of other make to NMDC and their make is not considered in the present tender because of their poor performance /performance yet to be established in NMDC. Details are mentioned under " Vendor empanelment" Tab & NMDC portal which is nmdc.co.in.

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 or else delivery period shall be considered as per GeM Bid.**

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 :-** NMDC Ltd. Bachelhi Complex is having Rate Contract (RC) with **M/s. Associate Road Carriages Ltd. (ARC)** (Mobile # 91-96584 64295) and **M/s. Balan Transport** (Mobile # +91-94242 93692) for transportation of

goods to our Project. Hence, you may preferably book the consignment with the above transporters. However, you may choose your own mode for Transportation of goods.

- 11) **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.
- 12) **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 years.
- 13) **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.
- 14) **RISK PURCHASE** :- The subletting of contract is not permissible. If the suppliers fail to deliver the material within stipulated period due no fault of the Corporation. The Corporation reserves the right to cancel the order and repurchase the outstanding portion from any sources at the risk cost and consequences of the seller.
- 15) For MSE benefits, bidder shall apply in GEM portal for such 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. In case firm has not opted the same on portal while submission of Bid & falls under the specific category, then no benefit will be extended & tender will be finalized as per available Gem provision.
- 16) Bidders shall submit complete technical specifications (including brochure if available) along with offer.
- 17) 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.
- 18) 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.
- 19) Bidders shall comply to all Environmental Laws & Contractual Commitments related to Environmental aspects.
- 20) 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.
- 21) **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/Jagdulpur 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 Chairman Cum Managing 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 s

shall be equally borne by the parties. The award rendered in any arbitration hereunder shall be final and binding up on 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 continue 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.

23) Above Techno-Commercial Terms & Conditions and details submitted by tenderer are Fixed & Final and will be considered for offer evaluation.

24) . **PAYMENT :- ADVANCE PAYMENT TERMS ARE NOT ACCEPTABLE.**

100 % Payment alongwith all the taxes and levies **through online RTGS** within 30 days after **Receipt and Acceptance of material** at our Project Stores on submission of Invoice documents. Copy of one set of documents to be submitted to the consignee.

IMPORTANT NOTE :

Item sl. no. 1/1 i.e., 'REFILL FOR CLIP -N - FIT COTTON MOP' will be finalized after verification of quality of quoted items. Hence,

- 1) All the bidders are requested to submit the sample of quoted item.
- 2) In case of non submission of sample along with the bid, bidders will be asked to submit the sample only once and the firms who will fail to submit the sample within the stipulated time period of 15 days, then their offer will not be entertained and will be treated as 'UNSOLICITED', and such offers will not be evaluated and will be rejected.
- 3) You are requested to mention the 'Make' and 'Model' of quoted item clearly in the attached Performa at Annexure-I and same has to be uploaded while submission of offer.
- 4) The successful bidders have to supply all the ordered items in full quantity as per the delivery schedule/ clauses of tender document. Partial supply will be summarily rejected. Hence acceptance of partial supply whether in terms of ordered items or in terms of ordered quantity will be the discretion of NMDC.

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: ALOK KUMAR JHA, AGM (MATERIALS)

Contact no.: 09406489851

E-mail: alokkujha@nmdc.co.in

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.