

## बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	13-03-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	13-03-2026 11:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Steel
विभाग का नाम/Department Name	Nmdc Limited
संगठन का नाम/Organisation Name	Nmdc Limited
कार्यालय का नाम/Office Name	Kirandul Complex
कुल मात्रा/Total Quantity	2850
वस्तु श्रेणी /Item Category	1900000255 LUBRICANT GREASE MOLY GRAPH CRG 100 , 1900000257 LUBRICANT GREASE MOLYGRAPH OGG1750 , 1900000258 LUBRICANT GREASE MOLYGRAPH SG1000 , 1900000259 LUBRICANT GREASE MOLYGRAPH SG 200S , 1900000645 LUBRICANT GREASE MOLYGRAPH SG500
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	LUBRICANT GREASE MOLY GRAPH CRG 100, LUBRICANT GREASE MOLYGRAPH OGG1750, LUBRICANT GREASE MOLYGRAPH SG1000, LUBRICANT GREASE MOLYGRAPH SG 200S, LUBRICANT GREASE MOLYGRAPH SG500

**बिड विवरण/Bid Details**

<p><b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b></p>	<p><b>Searched String:</b> LUBRICANT GREASE MOLY GRAPH CRG 100</p> <p>Category not available on GeM for the text string uploaded by the buyer</p> <p><b>Searched String:</b> LUBRICANT GREASE MOLYGRAPH OGG1750</p> <p>Grease/Lubricant As per Military Standards, Lubricating Grease, Lubricants for machinery - Greases pastes and Solids, Synthetic Lubricating Grease, Lithium Base Grease for Industrial Purposes as per IS 7623, Drill Collar Grease for ONGC (Mumbai), Multipurpose Industrial Grease (V2) Conforming to IS 7623, Wheel Bearing Grease as per IS 10647, Silicon Spray, Drill Pipe Grease for (ONGC) (Mumbai)</p> <p><b>Searched String:</b> LUBRICANT GREASE MOLYGRAPH SG1000</p> <p>Grease/Lubricant As per Military Standards, Lubricating Grease, Lubricants for machinery - Greases pastes and Solids, Synthetic Lubricating Grease, Lithium Base Grease for Industrial Purposes as per IS 7623, Drill Collar Grease for ONGC (Mumbai), Multipurpose Industrial Grease (V2) Conforming to IS 7623, Wheel Bearing Grease as per IS 10647, Silicon Spray, Drill Pipe Grease for (ONGC) (Mumbai)</p> <p><b>Searched String:</b> LUBRICANT GREASE MOLYGRAPH SG 200S</p> <p>Grease/Lubricant As per Military Standards, Lubricating Grease, Lubricants for machinery - Greases pastes and Solids, Synthetic Lubricating Grease, Lithium Base Grease for Industrial Purposes as per IS 7623, Drill Collar Grease for ONGC (Mumbai), Multipurpose Industrial Grease (V2) Conforming to IS 7623, Wheel Bearing Grease as per IS 10647, Silicon Spray, Drill Pipe Grease for (ONGC) (Mumbai)</p> <p><b>Searched String:</b> LUBRICANT GREASE MOLYGRAPH SG500</p> <p>Grease/Lubricant As per Military Standards, Lubricating Grease, Lubricants for machinery - Greases pastes and Solids, Silicon Spray, Lithium Base Grease for Industrial Purposes as per IS 7623, Synthetic Lubricating Grease, Drill Collar Grease for ONGC (Mumbai), Multipurpose Industrial Grease (V2) Conforming to IS 7623, Wheel Bearing Grease as per IS 10647, Drill Pipe Grease for (ONGC) (Mumbai)</p>
<p><b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b></p>	<ul style="list-style-type: none"> <li>• Grease XG-285- Defence(V2)</li> <li>• Lithium Base Grease For Automotive Purposes(V2) Conforming to IS 12203</li> <li>• Lubricants for machinery - Greases pastes and Solids</li> </ul>
<p><b>बीओक्यू शीर्षक /BOQ Title</b></p>	<p>LITHIUM CALCIUM AND GRAPHITE GREASES</p>
<p><b>एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover</b></p>	<p>No</p>

<b>बिड विवरण/Bid Details</b>	
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / <b>Startup Relaxation for Years of Experience and Turnover</b>	No
विक्रेता से मांगे गए दस्तावेज़/ <b>Document required from seller</b>	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/ <b>Do you want to show documents uploaded by bidders to all bidders participated in bid?</b>	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>	5
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
बिड से रिवर्स नीलामी सक्रिय किया/ <b>Bid to RA enabled</b>	No
बिड का प्रकार/ <b>Type of Bid</b>	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/ <b>Primary product category</b>	1900000255 LUBRICANT GREASE MOLY GRAPH CRG 100
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / <b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/ <b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
मूल्यांकन पद्धति/ <b>Evaluation Method</b>	Item wise evaluation
मध्यस्थता खंड/ <b>Arbitration Clause</b>	No
सुलह खंड/ <b>Mediation Clause</b>	No

#### ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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#### ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

**एमआईआई खरीद वरीयता / MII Purchase Preference**

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

**एमएसई खरीद वरीयता/MSE Purchase Preference**

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

**Limited Tender**

Limited Tender Applicable	Yes
Reason	It will not be in public interest to procure the goods through advertised tender enquiry. Sufficient reasons for the same have been recorded in writing by the competent authority.
List of Seller Organization for participation	*****, ***** , ***** , ***** , *****

1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

#### मूल्यांकन विधि(मदवार मूल्यांकन विधि) / Evaluation Method ( Item Wise Evaluation Method )

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

मूल्यांकन अनुसूचियां / Evaluation Schedules	वस्तु/श्रेणी / Item/Category	मात्रा / Quantity
Schedule 1	1900000255 Lubricant Grease Moly Graph Crg 100	250
Schedule 2	1900000257 Lubricant Grease Molygraph Ogg1750	250
Schedule 3	1900000258 Lubricant Grease Molygraph Sg1000	350
Schedule 4	1900000259 Lubricant Grease Molygraph Sg 200s	1500
Schedule 5	1900000645 Lubricant Grease Molygraph Sg500	500

## 1900000255 LUBRICANT GREASE MOLY GRAPH CRG 100

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

### तकनीकी विशिष्टियाँ /Technical Specifications

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

### परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Mohammad Mehboob Ullah	494556,NMDC LIMITED, KIRANDUL COMPLEX	250	90

## 1900000257 LUBRICANT GREASE MOLYGRAPH OGG1750

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

### तकनीकी विशिष्टियाँ /Technical Specifications

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<b>BOQ Detail Document</b>	<a href="#">View File</a>

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### परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Mohammad Mehboob Ullah	494556,NMDC LIMITED, KIRANDUL COMPLEX	250	90

## 1900000258 LUBRICANT GREASE MOLYGRAPH SG1000

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

### तकनीकी विशिष्टियाँ /Technical Specifications

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

### परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Mohammad Mehboob Ullah	494556,NMDC LIMITED, KIRANDUL COMPLEX	350	90

## 1900000259 LUBRICANT GREASE MOLYGRAPH SG 200S

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

### तकनीकी विशिष्टियाँ /Technical Specifications

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

### परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Mohammad Mehboob Ullah	494556,NMDC LIMITED, KIRANDUL COMPLEX	1500	90

## 1900000645 LUBRICANT GREASE MOLYGRAPH SG500

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

### तकनीकी विशिष्टियाँ /Technical Specifications

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

### परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Mohammad Mehboob Ullah	494556,NMDC LIMITED, KIRANDUL COMPLEX	500	90

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

#### 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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

#### 2. Scope of Supply

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

#### 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) 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.

#### 4. **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.

#### 5. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

### **ADDITIONAL TERMS AND CONDITIONS**

1. **Price Basis FOR destination, firm & fixed:** Quoted price should be firm & fixed for the entire supply/delivery period inclusive of Packing & Forwarding, Freight & Insurance charges along with installation and commissioning 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/Resellers.
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. **Notice regarding Limited Tender Enquiry:** This is a Limited Tender Enquiry issued to the registered vendors of NMDC, who are intimated separately for the above tender. The tender has been displayed only for information regarding the items being procured by NMDC Limited, and not for participation of any other firms to whom the tender is not issued. Offers received from the vendors to whom the tender is issued, will only be considered as valid for evaluation. If any firm submit their offer against this tender, the same will be considered as unsolicited offer and shall be summarily rejected.

However, other firms who are capable of supplying the tendered items of any 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 to NMDC.

5. **Warranty:** Standard warranty required as 12 months from the date of receipt 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.
6. **Authorized Dealership Certificate / OEM Authorization Certificate:** The bidders have to submit a valid Authorized Dealership certificate / valid OEM authorization certificate along with your offer. Please note offer without Authorized Dealership / OEM authorization certificate is liable for rejection. In case the bidder is a manufacturer, a self certificate in this regard is to be submitted by the bidder.
7. **INSPECTION:** - Final inspection of the materials shall be carried out at our Project site after receipt of the materials 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 on submission of invoice in online mode through NMDC vendor invoice management portal (VIM) for timely release of payment.
9. **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.
10. **Bidder credentials:** The bidders have to submit their credentials such as GST registration certificate, UDYAM certificate and Bank mandate/ cancelled cheque copy along with their offer, which will be checked during evaluation of their offer.
11. **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.
12. **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.
13. **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.

#### **14. 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 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.

ded 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.

**15. 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.

16. **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 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 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.**

17. **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.
18. **Environment Laws:** Bidders shall comply to all Environmental Laws & Contractual Commitments related to Environmental aspects.
19. **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.
20. 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.
21. Bidders shall submit complete technical specifications (including brochure if available) along with offer

22. **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.
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. Any clarification from the bidder shall be the discretion of the buyer.
24. 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.
25. 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.
26. 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.
27. **LIMITATION OF LIABILITIES:** Except in cases of criminal negligence or willful non-performance or willful default,
- a. The supplier/contractor shall not be liable to the employer, whether in contract, or otherwise for any direct 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 10% (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.

#### ANNEXURE-I

#### PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA)

#### (ON LETTER HEAD OF THE FIRM)

#### SELF CERTIFICATION REGARDING LOCAL CONTENT

We ..... (Name of Firm) hereby certify that the offered materials are having the LOCAL CONTENT **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:

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We also understand that the false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

(Sign & Seal)

(OR)

We ..... (Name of Firm) hereby certify that the offered materials are having the LOCAL CONTENT **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:

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We also understand that the false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

(Sign & Seal)

**NOTE:**

- 1) Self declaration has to be submitted in the Company Letter head by the bidder.
- 2) **Class I Local supplier only** shall get purchase preference as per Make in India Policy.

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

**6. Buyer Added Bid Specific ATC**

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

**अस्वीकरण/Disclaimer**

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to

exemption provided to such sellers under GeM GTC.

3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---