

Bid Document/ बिड दस्तावेज़
Bid Details/बिड विवरण

Bid End Date/Time/बिड बंद होने की तारीख/समय	31-05-2024 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	31-05-2024 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Steel
Department Name/विभाग का नाम	Nmdc Limited
Organisation Name/संगठन का नाम	Nmdc Limited
Office Name/कार्यालय का नाम	Hyderabad
Total Quantity/कुल मात्रा	67
Item Category/मद केटेगरी	1200013371 , 1200013372 , 1200013373 , 1200012634 , 1200012635 , 1200012641 , 1200012640
BOQ Title/बीओक्यू शीर्षक	HP PRINTER CONSUMABLES
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC), OEM A *In case any bidder is seeking exemp documents to prove his eligibility for buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	1200013371
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Estimated Bid Value/अनुमानित बिड मूल्य	383099
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product and must be excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product. (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY. The buyer shall ensure compliance of Concurrent application of Public Procurement (Preference to Make in India) Order, 2017. [OM No.1 4 2021 PPD dated 18.05.2023](#)

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidder at the time of bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which are based on assessment of reasonableness and based on competitive prices received in Bid / RA process.

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 the schedule are as under:

Evaluation Schedules	Estimated Value	Item/Cat
Schedule 1	26089	12000133
Schedule 2	53900	12000133
Schedule 3	53900	12000133
Schedule 4	53900	12000133
Schedule 5	16461	12000133

Schedule 6	25912	12000133
Schedule 7	25912	12000126
Schedule 8	25912	12000126
Schedule 9	31128	12000126
Schedule 10	20057	12000126
Schedule 11	20057	12000126
Schedule 12	20057	12000126
Schedule 13	4907	12000126
Schedule 14	4907	12000126

1200013371

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document
BOQ Detail Document

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

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

S.No./क्र.सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा
1	Ritu Mishra	494553,NMDC LTD, BACHELI COMPLEX,BAILADILA, BACHELI PO, CHATTISGARH	7

1200013372

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document
BOQ Detail Document

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

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

S.No./क्र.सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity
1	Ritu Mishra	494553,NMDC LTD, BACHELI COMPLEX,BAILADILA, BACHELI PO, CHATTISGARH	7

1200013377

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document
BOQ Detail Document

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

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

S.No./क्र.सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity
1	Ritu Mishra	494553,NMDC LTD, BACHELI COMPLEX,BAILADILA, BACHELI PO, CHATTISGARH	7

1200013378

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document
BOQ Detail Document

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

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

S.No./क्र.सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा
1	Ritu Mishra	494553,NMDC LTD, BACHELI COMPLEX,BAILADILA, BACHELI PO, CHATTISGARH	7

1200013379

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document
BOQ Detail Document

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

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

S.No./क्र.सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा
1	Ritu Mishra	494553,NMDC LTD, BACHELI COMPLEX,BAILADILA, BACHELI PO, CHATTISGARH	7

1200013380

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document
BOQ Detail Document

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

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

S.No./क्र.सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा
1	Ritu Mishra	494553,NMDC LTD, BACHELI COMPLEX,BAILADILA, BACHELI PO, CHATTISGARH	7

1200012634

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document
BOQ Detail Document

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

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

S.No./क्र.सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा
1	Ritu Mishra	494553,NMDC LTD, BACHELI COMPLEX,BAILADILA, BACHELI PO, CHATTISGARH	3

1200012635

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document
BOQ Detail Document

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

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

S.No./क्र.सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा
1	Ritu Mishra	494553,NMDC LTD, BACHELI COMPLEX,BAILADILA, BACHELI PO, CHATTISGARH	4

1200012637

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document
BOQ Detail Document

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

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

S.No./क्र.सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा
1	Ritu Mishra	494553,NMDC LTD, BACHELI COMPLEX,BAILADILA, BACHELI PO, CHATTISGARH	4

1200012636

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document

BOQ Detail Document

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

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

S.No./क्र.सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity
1	Ritu Mishra	494553,NMDC LTD, BACHELI COMPLEX,BAILADILA, BACHELI PO, CHATTISGARH	4

1200012638**Technical Specifications/तकनीकी विशिष्टियाँ****Specification Document****BOQ Detail Document**

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

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

S.No./क्र.सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity
1	Ritu Mishra	494553,NMDC LTD, BACHELI COMPLEX,BAILADILA, BACHELI PO, CHATTISGARH	4

1200012639**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification Document**BOQ Detail Document**

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

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

S.No./क्र.सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा
1	Ritu Mishra	494553,NMDC LTD, BACHELI COMPLEX,BAILADILA, BACHELI PO, CHATTISGARH	2

1200012641**Technical Specifications/तकनीकी विशिष्टियाँ****Specification Document****BOQ Detail Document**

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

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

S.No./क्र.सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा
1	Ritu Mishra	494553,NMDC LTD, BACHELI COMPLEX,BAILADILA, BACHELI PO, CHATTISGARH	2

1200012640**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification Document**BOQ Detail Document**

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

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

S.No./क्र.सं.	Consignee Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा
1	Ritu Mishra	494553,NMDC LTD, BACHELI COMPLEX,BAILADILA, BACHELI PO, CHATTISGARH	2

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25% of the contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contract quantity at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

	<p style="text-align: center;">NMDC LIMITED</p> <p style="text-align: center;">(A GOVERNMENT OF INDIA ENTERPRISE)</p> <p style="text-align: center;">10-3-311/A, CASTLE HILLS, MASAB TANK, HYDERABAD-500 028</p> <p style="text-align: center;">Telephone: 040-23538713-22 (ext : 230); Fax:23538781</p> <p style="text-align: center;">email: ritu.awasthi@nmdc.co.in; jvenkatesan@nmdc.co.in; akpadhy@nmdc.co.in</p>
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HQMM/2023-29/C&IT/1000001900/

Dt.20.05.2024

To

Sub: Tender Documents for supply of Consumables for HP Make Printers for NMDC Ltd., Masab Tank Hyderabad.

Dear Sirs,

Tenders are invited on online through GeM Portal for **“Supply of Consumables for HP Make Printers for NMDC Ltd., Masab Tank Hyderabad”** Annexure-I.

Enclosures:

- | | |
|------------------|--|
| 1. Annexure I | - Tech. Specifications |
| 2. Annexure-II | - General Terms & Conditions |
| 3. Annexure -III | - Blank Price Schedule |
| 4. Annexure-IV | - Public Procurement preference to Make in India |
| 5. Annexure-V | - Self Certificate regarding Local Content |

SCHEDULE OF TENDER

1. GeM BID Ref No	GEM/2023/B/
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2. Name of Work	Supply of Consumables for HP Make Printers for NMDC Ltd., Masab Tank Hyderabad.	
3. MODE OF TENDER	BOQ BID through GeM Portal	
4. Contact Persons at NMDC :		Ritu Mishra Sr Manager (Materials) Ritu.awasthi@nmdc.co.in 9179725993
5. GeM BID End Date/ Time	31.05.2024 @ 04:00 PM	
6. GeM BID Opening Date/ Time	31.05.2024 @ 04:30 PM	
7. Validity of offer	180 days from the date of opening the tenders.	

TECHNICAL SPECIFICATIONS OF CATRIDGES/CONSUMABLE

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Sl. No.	Item Code	Specifications	Qty. (Nos.)
1	1200013371	HP DESKJET-inkjet 4720/4729- 46 - BLACK	7

2	1200013372	HP DESKJET-inkjet 4720/4729- 46 - TRI COLOR	7
3	1200013377	HP-E78228 DN- HP W9220 MC BLACK	7
4	1200013378	HP-E78228 DN- HP W9221 MC CYAN	7
5	1200013379	HP-E78228 DN- HP W9222 MC YELLOW	7
6	1200013380	HP-E78228 DN- HP W9223 MC MAGENTA	7
7	1200012634	BLACK-CF500A[202A]	3
8	1200012635	CYAN-CF501A[202A]	4
9	1200012637	YELLOW-CF502A[202A]	4
10	1200012636	MAGENTA-CF503A[202A]	4
11	1200012638	BLACK-410A[CF-410A]	4
12	1200012639	CYAN-410A[CF-411A]	2
13	1200012641	YELLOW-410A[CF-412A]	2
14	1200012640	MAGENTA-410A[CF-413A]	2

Note :

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Pre-Qualifying Condition for the Prospective Suppliers:

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1. Offer is to be submitted for Original HP Make Consumables only, other makes are not acceptable.

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2. The firms have to submit OEM Authorization Letter mentioning Tender/Bid Reference No. in the Authorization Letter. If the letter is not submitted, the offer will be rejected.

GENERAL TERMS AND CONDITIONS

- 1) **OEM Authorization Letter :** The firms have to submit OEM Authorization Letter mentioning Tender/Bid Reference No. in the same will be rejected.
- 2) **Offers to be submitted for HP Make Consumables only, other makes are not acceptable.**

3) **PRICE:**

Prices should be firm and fixed without any variation factor/adjustment and valid for acceptance for a period of 180 days from

- a) The price basis is on F.O.R. NMDC Hyderabad ie **NMDC Ltd., 10-3-311/A, Castle Hills, Masab Tank, HYDERABAD - 50**

The price is to be quoted per number basis. Quantity restriction or slab quantity is not acceptable

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4) **Standard Taxes, Duties and Levies etc.:**

a. **Goods and Service Tax (GST):**

- i. Supply of goods or services or both covered under this tender shall attract Goods and Service Tax (GST) at applicable GST in addition to the basic cost i.e., CGST+ SGST+ Compensation Cess if any in case of intrastate supplies or imports in their price bid along with the rate applicable unless notified as exempted.

- ii. The tenderer shall mention in the Invoice, their GST registration Number (GSTIN), 2 digit or 4 digit HSN code (as applicable under the GST Act, Rules and Notifications made thereunder for the items listed in the price schedule of the tender.
- iii. Tenderer should submit GST invoice for the supplies made to Owner as per the provisions of Goods and Service Act and file monthly returns along with payment of taxes to the appropriate authority as applicable within the prescribed time.
- iv. Tenderers must submit a copy of GST REG - 25 'Certificate of provisional registration' under GST. The tenderer however shall submit a copy of final certificate of registration i.e., GST REG - 06 after the receipt of the same.
- v. In case tenderers who opted for composition levy under GST, shall submit a copy of the Certificate of provisional registration in Form GST CMP-01. The tenderer however shall submit a copy of final certificate of registration i.e., GST REG - 06 after the receipt of the same.
- vi. Tenderer opting for composition scheme shall not quote any taxes under GST and such bids would invariably be evaluated on the basis of net price.
- vii. The Composition tenderer shall submit "Bill of Supply" with the terms mentioned in bill of supply as "Composition tax" made by him.
- viii. At the time of evaluation of offers of the registered Tenderer, OWNER will consider Input Tax Credit (ITC), if eligible, in the Commercial Bid Format and their commercial status will be arrived at accordingly.
- ix. At the time of evaluation of offers of unregistered Tenderer, OWNER will, in addition to the price quoted in the bids, consider the surcharge mechanism in respect of goods or services or both indicated in the Commercial Bid. For this purpose, the bidder registered under GST. However, OWNER will consider the Input Tax Credit (ITC), if eligible, in respect of goods and services.
- x. In case of overseas supplier, Basic Customs duty (BCD), Integrated Goods and Service tax (IGST), Compensation Cess borne by OWNER in case of FOB quotations shall also be considered for evaluation purpose.
- xi. GST TDS shall be deducted at such percentage as may be prescribed on the goods or services falls under notified category and the OWNER shall issue certificate to the tenderer for claiming credit of the same.
- xii. In case any credit, refund or other benefit is denied or delayed to Owner due to any non-compliance by the supplier (failure to pay GST to government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the tenderer, the loss of credit, interest and penalty.

Statutory Variation in Taxes, additional levy and withdrawal of taxes:

- i. Any new taxes or additional levies by the Government and statutory variations during the tenure of the contract with OWNER, subject to submission of relevant documentary evidence.

- ii. Any reduction in tax rates or withdrawal of taxes that are levied by the government during the tenure of the contract.
- iii. However, for any new taxes levied by the Government and statutory variation during the extended time of the contract, the variation of tax rates will be to the Owner's account.
- iv. However, the amount of taxes and duties are limited to the contract value and the variations in the rates are not for reasons not attributable to Owner and shall not be reimbursed to contractor.

Other GST Compliance related Terms:

- i. Tenderer shall issue tax invoice indicating all the specified fields in the Tax invoice Rules as notified including HSN.
- ii. Tenderer is responsible for uploading his outward supplies data with GSTN in the month of supply and any demand or failure of the Tenderer to upload the invoice or to accept purchase data filed by OWNER in GSTR-2 shall be to the account of the Tenderer.
- iii. In the event of non-reporting of invoices for supplies effected to OWNER during the month or non-acceptance of invoices from Tenderer, OWNER is entitled to withhold the GST claimed in the Tax Invoice.
- iv. Whenever advance against supplies is received by the Tenderer, Tenderer shall issue receipt voucher and pay the advance to the OWNER.
- v. Tenderer shall attend to all issues on reconciliation of invoices, mismatch reports etc. to the satisfaction of OWNER.
- vi. In case, the government notifies the activity covered in the contract for the purpose of TDS under GST Act, OWNER shall issue TDS certificate to the Tenderer to claim credit of the same.
- vii. It is the responsibility of the Tenderer to determine the place of supply in terms of the place of supply rules.

5) PAYMENT:

Our standard payment terms are as below

- I) Advance payment terms are not acceptable.
 - II) 100% payment with applicable full taxes will be released after receipt & acceptance against submission of following
 - a) Invoice.
 - b) Acceptance certificate issued by officer in charge.
 - c) Warranty Certificate
- 6) **Registration of MSE Firms on TReDS :**As per Govt. Guideline it is mandatory onboarding of all MSE Vendors Registered with TReDS to solve the working capital issues of MSEs and facilitate ease of cash flows.

"NMDC has registered with M/s. RXIL & M/s. Invoicemart TReDS Platforms. All MSE Vendors should register themselves on these platforms."

of bill discounting on TReDS Portal”.

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7) **BANK CHARGES:**

Bank charges shall be to the respective account.

8) **DELIVERY PERIOD:**

Delivery period quoted should be definite and guaranteed. Shortest delivery period may be quoted.

9) **PLACE OF DELIVERY:-**

The consumables should be supplied to NMDC Ltd., 10-3-311/A, Castle Hills, Masab Tank, HYDERABAD – 500 028.

10) **Part quantity order:** The quantity mentioned in the tender is tentative and the Corporation reserves the right to alter the same at the time of acceptance of order for part quantity.

11) **Preference to Make in India Clause in the tender:** “Public Procurement Policy (Preference to Make in India) GOI Order No. P-45021/2/2017-PP (BE-II) dtd. 16-09-2020 and subsequent amendments/ orders, if any, shall be applicable to this tender

12) **Self Declaration regarding Local Content:**

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Public Procurement Policy (Preference to Make in India)GOI Order no. P-45021/2/2017-B.E.-II dtd. 15/06/2017 read as amended upto 9.2020 and subsequent amendments/orders, if any shall be applicable to this tender. Bidders are requested to submit a declaration from the Head of the Firm as per the Format placed at Annexure-V.

13) **Border Sharing :**

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The Govt. of India Order O.M.No. F-No.6/18/2019-PPD Dtd. 23.07.2020 on Border Sharing and any other orders/circulars related thereto shall be applicable.

14) **Penalty:** In the event of placement of an order, should the contractor fail to deliver the goods in full or part thereof within the stipulated time, the contractor shall be liable to pay a penalty @ 0.5% of the price of the undelivered stores for each week or part thereof but not exceeding 5% of the value of the purchase of the materials of similar description from elsewhere at the risk and cost of the supplier duly giving an advance notice. The contractor shall be liable to pay any losses that may be incurred by the buyer.

All correspondence in connection with the above may be addressed to the **ED (Materials)**, NMDC Limited, Hyderabad.

Except for the reasons specified in the Force Majeure Clause, the Corporation shall have the right to levy the penalty as already

15) LIMITATIONS OF LIABILITIES:

Except in cases criminal negligence of wilful non-performance or willful default,

- a) The contractor shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential interest costs and
- b) The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise including the cost 100% (Hundred Percent) of the contract price plus escalation if applicable as per contract, provided that this limitation shall not extend with respect to copyright, patent infringement, workman compensation and statutory liabilities in general that the Employer or.

16) FORCE MAJEURE CLAUSE:

If at any time during the continuance of the Acceptance of Tender(A.T), the performance in whole or in part by either party because of any war, hostility, acts of public enmity, civil commotion, sabotage, fires, floods explosions, epidemics, quarantine restrictions such event is given by either party to the other within TWENTY ONE DAYS from the date of occurrence thereof, neither party contract, and neither party shall have claim for damage against the performance, and deliveries in such cases shall be resumed as ceased to exist.

17) MAKE:

Only Original HP make of consumables to be quoted.

18) INSPECTION

18)

Final inspection will be carried out at site after receipt which will be final and binding. In case the items supplied are rejected for reasons, the supplier will have to arrange for free replacement of the same up to the destination point. The freight and incident to be borne by the supplier. In case, rejected equipment/materials are not collected after receipt of rejection notice, no liability on the part of the corporation.

19) WARRANTY

The items should be warranted as per OEM policy against any manufacturing defects and faulty workmanship the above warranty shall go into manufacture of the items.

20) VALIDITY

20)

Your offer should be kept valid for 180 days from the date of tender opening and to be extended for further period if necessary

21) DEVIATIONS

21) Any deviations on technical and commercial points are required to be brought out clearly in a separate sheet. Any commercial deviations

21)

22) SETTLEMENT OF DISPUTES:

23.1 CONCILIATION:

Any dispute, question, claim or difference arising out of or concerning this tender/ contract between the parties shall be settled by the parties. The parties shall endeavor to settle this matter amicably. In case such amicable settlements is not possible, the parties shall take recourse to arbitration to settle their disputes 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 provisions of the Arbitration and Conciliation Act, 1996. 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 tribunal.

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

23.2 Arbitration:

23.2.1. FOR ALL THE TENDERS OTHER THAN GLOBAL TENDERS

23.2.1.1 All disputes or differences which may arise between the Owner and Supplier/ Contractor in connection with this Contract (notwithstanding to whomsoever the same may be expressed in the Contract to be final and binding) shall, after written notice by either party to the other and to the Chairman of the Arbitration Committee (hereinafter referred to as the Arbitration Committee), be referred for adjudication to the sole Arbitrator to be appointed as hereinafter provided.

23.2.1.2 The appointing authority will send within ninety days of receipt of the notice of arbitration a panel of three names of persons who will select any one of the persons named to be appointed as a sole Arbitrator within 30 days of receipt of names. 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, the Supplier/ Contractor shall send to the appointing authority a panel of three names of persons by which the work is executed. The appointing authority shall on receipt of the names as aforesaid select any one of the persons named to be appointed as a sole Arbitrator within 30 days of receipt of the panel and inform the Supplier/ Contractor. 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, the Supplier/ Contractor shall send to the appointing authority a panel of three names of persons by which the work is executed. The appointing authority shall on receipt of the names as aforesaid select any one of the persons named to be appointed as a sole Arbitrator within 30 days of receipt of the panel and inform the Supplier/ Contractor. 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, the Supplier/ Contractor shall send to the appointing authority a panel of three names of persons by which the work is executed. The appointing authority shall on receipt of the names as aforesaid select any one of the persons named to be appointed as a sole Arbitrator within 30 days of receipt of the panel and inform the Supplier/ Contractor.

23.2.1.3 The arbitral tribunal shall give reasons for its award. Each party shall bear its own cost and the cost of arbitration hereunder shall be final and binding upon the parties. The parties agree that neither party shall have any right to legal aid or to enforce or facilitate the execution of the award rendered in such arbitration.

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

23.3 Arbitration between a Central Public Sector Undertaking of the Government of India (not under the Ministry of Steel) and the E

s and Public Enterprises, Government of India.

23.4 Arbitration between a Central Public Sector Undertaking of the Government of India under the Ministry of Steel, Government of India and the Ministry of Steel.

23.5 The further progress of any work under the contract shall unless otherwise directed by the Owner / Engineer continue during the period of the proceedings. It shall not be open to arbitrator to consider and decide whether or not the work should be withheld on account of such proceedings.

23.6 The laws applicable to the Contract shall be the laws in force in India. The Courts of Hyderabad, Telangana State shall have exclusive jurisdiction to settle any dispute or claim, arising out of or in connection with this contract, including any dispute or claim regarding its interpretation, breach or termination, in whole or in part.

23) Price/ Purchase preference:

Price/purchase preferences as per guidelines issued by Government is applicable subject to satisfying provisions in the guidelines. Tenderers in support of the Price/ purchase preference claim.

24) Corporation reserves the right to stagger the delivery of the order quantity.

25) The Corporation reserves the right to reject or accept any tender in part or full or cancel the purchase enquiry without assigning any reason therefor. The Corporation also reserves the right to load on various parameters in case of deviations from the tender conditions at rates deemed fit with the Corporation.

26) Public Procurement Policy (Preference to Make in India) GOI Order no. P-45021/2/2017-B.E.-II dtd. 15/06/2017 read with the subsequent amendments/orders, if any shall be applicable to this tender. Bidders are requested to refer to the Sr. No. 4 (a) of Annexure-IV.

27) Important Note : Tenderers are required to reply all commercial general terms and conditions (As per Annexure -II above) (per NIT)

CLAUSE NO	CLAUSE	REMARKS
1	OEM Authorization Letter : The firms have to submit OEM Authorization Letter mentioning Tender/Bid Reference No. in the Authorization Letter. Otherwise the offer will not be considered and same will be rejected.	AGREE WITH REMARKS AND UPLOAD
2	Offers to be submitted for HP Make Consumables only, other makes are not acceptable.	AGREE WITH REMARKS AND UPLOAD
3	PRICE- Blank price schedule (without indicating prices) with applicable taxes etc to be furnished, submitted and confirm your acceptance as per NIT	AGREE WITH REMARKS AND UPLOAD

4	Standard Taxes ,duties and Levies wrt GST & other taxes - Confirm your acceptance as per NIT	AGREE ONLY
5	PAYMENT TERMS- Confirm your acceptance as per NIT	AGREE ONLY
6	Registration of MSE Firms on TReDS : Confirm your acceptance as per NIT	AGREE ONLY
7	BANK CHARGES- Confirm your acceptance as per NIT	AGREE ONLY
7	SECURITY DEPOSIT- Confirm your acceptance as per NIT	NOT APPLICABLE
8	DELIVERY PERIOD – Confirm your acceptance as per NIT and Delivery period quoted should be definite and guaranteed. Shortest delivery period may be quoted.	AGREE WITH REMARKS AND U PLOAD
9	PLACE OF DELIVERY- Confirm your acceptance as per NIT	AGREE Only
10	Part QUANTITY ORDER – Confirm your acceptance as per NIT	AGREE ONLY
11	QUATITY DISTRIBUTION – Confirm your acceptance as per NIT	AGREE ONLY
12	Self Declaration regarding Local Content - Confirm your acceptance as per NIT	AGREE WITH REMARKS AND U PLOAD
13	Border Sharing - Confirm your acceptance as per NIT	AGREE ONLY
14	Penalty - - Confirm your acceptance as per NIT	AGREE ONLY
15	Limitation of Liabilities - Confirm your acceptance as per NIT	AGREE ONLY
16	Force Majeure Clause _ Confirm your acceptance as per NIT	AGREE ONLY
17	MAKE- Confirm your acceptance as per NIT	AGREE WITH REMARKS AND U PLOAD
18	INSPECTION- Furnish the details. Confirm your acceptance as per NIT	AGREE WITH REMARKS AND U PLOAD
19	WARRANTY- Confirm your acceptance as per NIT	AGREE ONLY
20	VALIDITY- Confirm your acceptance as per NIT for 180 days validity	AGREE ONLY

21	DEVIATIONS- Separate sheets for technical may be enclosed in case your offer is having any deviation to the NIT	AGREE & INDICATE THE DETAILS AND UPLOAD.
22	SETTLEMENT OF DISPUTES- Confirm your acceptance as per NIT	AGREE ONLY
23	PRICE/PURCHASE PREFERENCE- Confirm your acceptance as per NIT	AGREE ONLY
24	Staggering of Delivery Period - Confirm your acceptance as per NIT	AGREE ONLY
25	The Corporation reserves the right to reject or accept any offer/bid in part or full without assigning any reasons, or place order for part or full quantity. - Confirm your acceptance as per NIT	AGREE ONLY
26	Public Procurement Policy (Preference to Make in India) - Confirm your acceptance as per NIT	AGREE ONLY

PRICE-SCHEDULE (PART - C) (FOR Destination)

Sl No	Cartridge/Consumable Specifications	Qty (Nos.)					
			Basic price (inclusive of any taxes, duties, cesses, fees and charges levied under any law other than GST) (In INR)	P&F charges (in INR)	Freight charges (in INR)	Insurance (in INR)	Transportation (in INR)
			[1]	[2]	[3]	[4]	[5]

1	HP DESKJET-inkjet 4720/4729- 46 - BLACK	7				
2	HP DESKJET-inkjet 4720/4729- 46 - TRI COLOR	7				
3	HP-E78228 DN- HP W9220 MC BL ACK	7				
4	HP-E78228 DN- HP W9221 MC CY AN	7				
5	HP-E78228 DN- HP W9222 MC YE LLOW	7				
6	HP-E78228 DN- HP W9223 MC MA GENTA	7				
7	BLACK-CF500A[202A]	3				
8	CYAN-CF501A[202A]	4				
9	YELLOW-CF502A[202A]	4				
10	MAGENTA-CF503A[202A]	4				
11	BLACK-410A[CF-410A]	4				
12	CYAN-410A[CF-411A]	2				
13	YELLOW-410A[CF-412A]	2				
14	MAGENTA-410A[CF-413A]	2				

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Public Procurement (Preference to Make in India):

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1. Definitions:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of imported content in the item (including all customs duties) as a proportion of the total value, in percent,

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum

'Class-II local supplier' means a supplier or service provider, whose goods, Services or works offered for procurement, meets the minimum prescribed for Class-I local supplier' under this Order

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation.

'Margin of purchase preference means the maximum extent to which the price quoted by a "Class-I local supplier' may be above the

2. Margin of Purchase Preference: The margin of purchase preference shall be 20% for Class I Local supplier only.

3. Purchase Preference:

(a) Purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner

(b) In the procurements of goods or works, which are divisible in nature, the "Class-I local supplier' shall get purchase preference procedure.

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will

ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works which are not divisible in nature, and in procurement of services where the bid is placed over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to the L1 bidder.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price and purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference, the contract shall be awarded to the lowest bidder.
- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by the Company.

4. Verification of local content:

- a. The 'Class-I local supplier' / 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate that it meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the local content.
- b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier' / 'Class-II local supplier' shall be a company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers).
- c. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which action may be taken under Rule 51 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

5. All other rules, conditions mentioned in the 'Public Procurement (Preferential Procurement to Make in India), Order 2017" (No. P-45C) issued from GOI shall be applicable for this tender.

6. First priority shall be given to MSE firms as per the MSE clause and thereafter 'PPP 2017 Order' shall be considered for tender norms.

(ON LETTER HEAD OF THE FIRM)

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SELF CERTIFICATION regarding LOCAL CONTENT

We(Name of Firm) hereby certify that the offered materials are having the LOCAL CONTENT of mini of Make in India policy of Govt of India.

The address of Manufacturing Unit:

(OR)

We(Name of Firm) hereby certify that the offered materials are having the LOCAL CONTENT of mini Make in India policy of Govt of India.

The address of Manufacturing unit :

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

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

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Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof in bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may 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 the Government of India.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to extant policy.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category / Item wise restriction.
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](#) items, the Government of India has adopted the procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying the reasons.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience only.
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.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller w bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such represen

This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्त

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 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 in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रा. 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 स. किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---