



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4960149
Dated/दिनांक : 23-05-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	03-06-2024 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	03-06-2024 11:30:00
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	7
Item Category/मद केटेगरी	automatic boom Barrier , installation and commissioning
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
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	automatic boom Barrier
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
Evaluation Method/मूल्यांकन पद्धति	Total value 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 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% (Selected by Buyer) 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 100%(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.

2. 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.

Automatic Boom Barrier (6 the number pi)**Technical Specifications/तकनीकी विशिष्टियाँ**

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Yogesh Tak	494553,NMDC LTD, BACHELI COMPLEX,BAILADILA, BACHELI PO, CHATTISGARH	6	180

Installation And Commissioning (1 the number pi)**Technical Specifications/तकनीकी विशिष्टियाँ**

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Yogesh Tak	494553,NMDC LTD, BACHELI COMPLEX,BAILADILA, BACHELI PO, CHATTISGARH	1	180

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

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ADDITIONAL TERMS & CONDITIONS MENTIONED BELOW SUPERSEDE THE GEM GTC.

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

1. EARNEST MONEY DEPOSIT (EMD) :- Your Tender must be accompanied by EMD as per GeM Bid. which can be submitted in the following modes only: -

a) Online transfer through SB collect.

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

1. Visit: www.onlinesbi.sbi/https://www.onlinesbi.sbi/sbicollect/icollecthome.htm - PSU Public Sector.
2. Click on SB Collect.
3. Tick the terms acceptance box and Click on Proceed.
4. On State Bank Collect Page Select State - Chhattisgarh and Select Type of Corporation – PSU then Click on GO button.
5. Select PSU- National Mineral Development Corporation and Submit.
6. Select the Payment Category of Bachel Complex.
7. Fill the details on the Details of Payment Page and Submit.
8. Select the payment Method in the given List.
9. Complete the payment process.
10. Receipt of the EMD payment will be generated which is to be uploaded in the bid.

b) In the form of a Bank Guarantee of equivalent amount drawn from any Nationalized bank/ scheduled commercial bank in India, in a prescribed format enclosed herewith and favoring NMDC. BG should be valid for a period of six months from the date of submission of your offer. The supplier shall forward the original EMD BG to “GM (Materials), NMDC BIOM Bachel Complex-494556, C.G.” Copy of EMD BG shall be uploaded in the bid.

Bank Account # State Bank of India,

NMDC's Account # 10932466161

IFSC Code SBIN0003183,

MICR # 494002534, Bank Code 3183,

Branch : Bachel - 494 553, Dist. Dantewada (CG)

c) Tenderer of Micro & Small Enterprises (MSEs) registered with UDYAM will be exempted from payment of Earnest Money Deposit against submission of documentary proof of such registration certificate as a manufacturer for the tendered items/ item category/group under Udyam Registration. Traders /Dealers have to submit EMD, only MSE manufacturers are exempted.

d) EMD submitted in any other format/mode other than specified above shall not be acceptable.

e) Without EMD the tender will be summarily rejected.

f) EMD exemption shall be as per GeM guidelines.

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

Otherwise your offer is liable for rejection, without any further correspondence.

3. LIMITATION OF LIABILITY :- Except in cases Criminal Negligence of willful non-Performance or willful default.

a) The Supplier/ Contractor shall not be liable to the Employer, whether in contract, tort or other wise, 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

sation and statutory liabilities in general that the employer may be required to additionally bear due to default of the supplier/contractor.

4. FORCE MAJEURE CLAUSE :- If at any time during the continuance of Acceptance of Tender (A/T), the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, hostility, acts of public enmity, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or other acts of God, provided notice of the occurrence of any such event is given by either party to the other within TWENTY ONE DAYS from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the contract., and neither party shall have claim for damage against the performance, and deliveries in such cases shall be resumed as soon as practicable after such an event has come to an end or has ceased to exist.

5. LD/PENALTY :- In the event the supplier fails to deliver the ordered Items in full within the delivery period, penalty will be levied subject to standard force major conditions @ 0.5% per week or part thereof delay for the value of undelivered portion but not exceeding 5% of the value of undelivered materials. Penalty amount subject to GST separately. 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 equipment / spares

6. MAKE :- Refer attached specification documents for make of respective components. 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 CGM (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.

7. DEVIATIONS :- Any Deviation other than tender documents submitted terms & conditions, if any tenderer attached in separate sheet for Techno-commercial terms will not be considered for evaluation.

8. DELIVERY PERIOD :- Delivery Period quoted should be definite and guaranteed. Failure to supply the material in time will attract penalty as per penalty clause. Please quote minimum delivery period. If no delivery period is quoted by firm, then GeM bid delivery should be applicable.

9. OFFER VALIDITY :- Your offer should be kept valid for 180 days from the date of tender opening & to be extended for further period if necessary.

10. TRANSPORTATION OF GOODS :- NMDC Ltd. Bachel Complex is having Rate Contract (RC) with M/s. Associate Road Carriages Ltd. (ARC) (Mobile # 91-96584 642 95) and M/s. Balan Transport (Mobile # +91-9422 93692) for transportation of goods to our Project. Hence, you may preferably book the consignment with the above transporters.

11. PLACE OF DELIVERY :- Hilltop Stores, NMDC Ltd., Bailadila Iron Ore Mines, Deposit - 5, 10 & 11A, Bachel Complex, Post - Bachel - 494553, Dist. Dantewada, Chattisgarh State, which is around 22 Kms from Bachel Main Stores.

12. WARRANTY :- The Materials supplied shall be Warranted for satisfactory performance for a period of 12 months from date of dispatch, (OR) 18 months from the date of commissioning, whichever is earlier, against manufacturing defects, bad workmanship, poor quality of material etc. In case of spares the sellers shall be responsible for correctness of the materials to fit into our existing machines.

13. HSN CODE CLAUSE: As per Government of India Guidelines, 06-Digit HSN Code are compulsory for all the items. Suppliers should mention 06-Digit HSN code in their Invoice to avoid any Obstacle during the Payment.

14. INSPECTION CLAUSE : Initial inspection may be carried out before dispatch at consignee's discretion. Inspection schedule shall be drawn well in advance and the supplier shall give at least 15 days clear advance notice for the consignee to carry out the pre-dispatch inspection. In case the inspection is not carried out within 15 days of notice, the supplier will be informed suitably. Hence, automatic waiver of pre dispatch inspection is not allowed / permitted. NMDC reserves the right to get the ordered items inspected by DGS&D, Lloyds or third party in addition to NMDC representatives.

However Final inspection will be carried out at project site after receipt and erection and commissioning (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 after receipt of rejection notice, no liability in respect of loss, damage, deterioration etc shall lie with the corporation.

15. MSE EXEMPTION CLAUSE: The MSE related benefits i.e. EMD exemptions, and Price Preferences, are applicable only for the manufacturers of the item mentioned in the Bid Document, including the makes as well. Traders/Channel Partners/Service Providers etc. who are not manufacturers of tender/quoted items, are not eligible for availing the MSE Benefits.

16. 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.

17. SETTLEMENT OF DISPUTES: All disputes or differences arising out of or in connection with this tender / order shall be subject to the exclusive jurisdiction of Dantewada / Jagdalpur courts.

2.1 CONCILIATION: Any dispute, question, claim or difference arising out of or concerning this tender/ contract between the parties shall be settled through mutual negotiation by the parties and parties shall make all endeavors to settle this matter amicably. In case such amicable settlements is not possible, the parties shall take recourse to the conciliation proceedings for resolving such dispute, question, claim or differences. The Conciliatory Committee shall comprise of the following:

(i) A nominee of NMDC Management- Member (Independent of the officer handling the case)

(ii) A nominee of the Supplier/ Contractor - Member (Independent of the officer handling the case)

(iii) Head of Law/ Law officer of NMDC - Member The above committee shall conduct the conciliation proceedings in accordance with the provision of the Arbitration and Conciliation Act 1996. The venue of the conciliation shall be at Dantewada. The settlement 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.

18. 2.2 ARBITRATION:

2.2.1. FOR ALL THE TENDERS OTHER THAN GLOBAL TENDERS.

2.2.1.1 All disputes or differences which may arise between the Owner and Supplier/ Contractor in connection with this Contract (other than those in respect of which the decision for any person is expressed in the Contract to be final and binding) shall, after written notice by either party to the other and to the Executive Director of the NMDC Ltd, Bachel Complex, Bachel (who will be the appointing authority), be referred for adjudication to the sole arbitrator to be appointed as hereinafter provided.

2.2.1.2 The appointing authority will send within ninety days of receipt of the notice of arbitration a panel of three na

mes of persons, not directly connected with work, to the supplier/Contractor who will select anyone 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 in form the Supplier/Contractor accordingly, the Supplier/ Contractor shall be entitled to invoke the provisions of the Indian Arbitration and Conciliation Act 1996 as amended from time to time.

2.3.1.3 The arbitral tribunal shall give reasons for its award. Each party bear its own cost and the cost of arbitration shall be equally borne by the parties. The award rendered in any arbitration hereunder shall be final and binding upon the parties. The parties agree that neither party shall have any right to legal proceedings concerning any dispute under this agreement other than to enforce or facilitate the execution of the award rendered in such arbitration.

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

2.3.3.1. 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.

19. NMDC has registered with M/s. RXIL . 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.

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, Evaluation will be done, based on documents available.

21. 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.

22. Payment :- 100 % payment with applicable GST, if applicable will be released on receipt, acceptance of material on submission of following documents:

(i) Original Invoice (ii) warranty certificate

23. The Corporation reserves the right to reject or accept any tender in part or full without assigning any reasons, or place order for part or full quantity.

24. Above Techno-Commercial Terms & Conditions and details submitted by tenderer are Fixed & Final and will be considered for offer evaluation. Any other Deviation from above submitted terms & conditions, if any tenderer attached separate sheet for Techno-commercial terms will not be considered for evaluation.

25. SPECIAL CLAUSE:- All the bidders are requested to upload the sealed & signed specification and bid documents as a part of compliance.

26. Contact Person at NMDC: Sudarshan P, Sr. Mgr. (Materials)

Email: buycon7.nmdc.bacheli@gembuyer.in,

Mobile: +91 75668 66042.

27. bidder may please submitted

1. SELF CERTIFICATION regarding LOCAL CONTENT as per Make in India Policy

AS THE FORMAT PRESENTED PLEASE CLICK ON LINK BELOW

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3. Buyer Added Bid Specific ATC

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

Disclaimer/अस्वीकरण

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.

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.

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

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./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।

---Thank You/धन्यवाद---