

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	13-06-2024 10:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	13-06-2024 10:30:00
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	Donimalai Complex
Total Quantity/कुल मात्रा	7000
Item Category/मद केटेगरी	Limestone - 1600024529
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	Experience Criteria,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *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
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 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

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	200000

ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
-------------------	----

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

DGM (Mat)

Donimalai Complex, NMDC Limited, NMDC Limited, Ministry of Steel

(Hod)

Splitting/विभाजन

Splitting Applied	Yes
Maximum No. Of Bidders Amongst Which Order May Be Split	2
Split Criteria based on which quantity will be distributed	As per ATC clause no. 20, NMDC may enter into the contract with Maximum 02 qualified suppliers

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
--	-----

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
---	-----

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 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 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.

3. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Limestone - 1600024529 (7000 metric tonne)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
---	--------------------------

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	Jeeva J	583118,NMDC Limited, Donimalai Complex, Donimalai, Karnataka	7000	515

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 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

SCOPE OF WORK, QUANTITY AND DETAILED SPECIFICATIONS

-

LIMESTONE- 7,000 MT

-

Scope of work and Specifications:

Supply, loading, transportation and unloading of Limestone to NMDC Limited, Pellet Plant, Donimalai, Bellary District, Karnataka.

Specifications with Price Adjustment

Specifications:

Sl.No.	DESCRIPTION		ACCEPTABLE RANGE
1.	Chemical Composition	Al ₂ O ₃ SiO ₂ CaO MgO LOI	0.60 - 1.00% 2.0 - 4.0% 48.0% (Minimum) 1.5 - 4.5% 40 - 45%
2.	Physical Properties	Moisture Size in mm	1.00% (Maximum) 5 - 20 mm

Penalty/Price Adjustment:

1. a) Tolerance Limit of size range: 5 – 20 mm should be minimum 80% minimum.
(+) 20 mm to (-) 35 mm (Oversize): 10% Maximum
(-) 5 mm (Undersize): 10% Maximum
b) Oversize (+20 mm to -35 mm): No penalty on oversize up to 5%. For each 1% above 5%. Penalty @ 1% per MT on landed cost basis will be imposed on prorate basis for every 1% of oversize up to 10% and beyond 10% of oversize, the material will be rejected.
c) Undersize (- 5 mm): No penalty on undersize up to 5%. For each 1% above 5%. Penalty @ 1% per MT on landed cost basis will be imposed on prorate basis for every 1% of undersize up to 10% and beyond 10% of undersize, the material will be rejected.
2. If SiO_2 is in excess of 3%, penalty of 1% on landed cost basis for each 0.5% excess of SiO_2 above 3% will be imposed on prorate basis. Maximum up to 4% SiO_2 is allowed and above 4% will be rejected.
3. CaO less than 48% will be rejected.
4. MgO up to 4.5% will be accepted and beyond 4.5% will be rejected.

Note: No bonus / increment will be applicable for improvement in specifications observed over the values offered and guaranteed by the seller.

(A) ATC - EMD & Pre-Qualifying Conditions

Any person registered with GeM Portal and submitting the tender shall be deemed to have necessary authority on behalf of the tenderer and if it subsequently comes to light that the person submitting the tender had no authority to do so, the purchaser may without prejudice to other civil and criminal remedies cancel the order or the tender and hold the supplier liable for all costs and damages.

Any corrigendum about this tender shall be displayed in the GeM Portal only and will not be published in Newspapers/Journal.

The tenderer should furnish the following required details while submitting the technical-commercial (Part-A) offer.

SUBMISSION OF BIDS:

Bids are to be submitted online on GeM portal as per the instructions on the GeM portal and as per time-lines mentioned in the GeM bid document:

- **Display of Tender Documents** : **As per GeM**
- **Last Date & Time of Tender Submission** : **As per GeM**
- **Date & Time of opening of Part-A of Tender** : **As per GeM**

The bids shall be submitted in **TWO** parts i.e., Part-A and Part-B in GeM Portal.

- The **Part-A** shall include the scanned copies of - technical offer, commercial conditions, PQC documents, other documents to be submitted in GeM Portal.

The **Part-B i.e. Priced Offer** shall be submitted by the bidder in GeM Portal.

The date & time of opening of Part-B/ Priced-offer and launching of Reverse Auction shall be as per GeM Portal functionalities after technical & commercial evaluation of the Tender in the GeM Portal as per GeM Portal guidelines.

VERY IMPORTANT NOTE:

THE BIDDERS ARE ADVISED TO UPDATE THEIR SELLER PROFILE (GST, GST-CESS, MSE, MII, ETC.) IN GEM PORTAL BEFORE UPLOADING THE BID IN GEM PORTAL.

NO SEPERATE CLAIMS IN ANY RESPECT (LIKE- ADDITIONAL PAYMENT OF GST AMOUNT, CESS AMOUNT, EXEMPTION TOWARDS MSEs, EXEMPTION TOWARDS MII, ETC.) SHALL BE ENTERAINED BY NMDC LTD IN THE EVALUATION STAGE AT GEM PORTAL.

1. Earnest Money Deposit (EMD):

Tender must submit EMD of **Rs. 2,00,000/-** (Rupees Two Lakh Rupees only) in the format of demand draft / e-payment / BG **irrespective of the items quoted. Without EMD, the tender will be summarily rejected.**

Demand Draft should be submitted in favour of NMDC Limited, Donimalai & it needs to be received with **in 15 days from the date of tender opening.** Preferably from State Bank of India or Canara Bank, Payable at Donimalai.

(OR)

A Bank Guarantee of equivalent amount from any Indian Nationalised bank/Scheduled Commercial Banks in a prescribed format (**Format enclosed below in Annexure - III**) favoring NMDC Ltd. BG should be valid for a period of 6 months. BG is also extendable depending on the need. Soft copy of Bank Guarantee needs to be uploaded along with tender which will be verified at the time of tender opening. **Original BG copy needs to be send by post immediately to HOD(Materials), NMDC Ltd., Donimalai - 583118, Ballari, Karnataka & it needs to be received within 15 days from the date of tender opening.**

(OR)

Online E-Payment shall be made through RTGS as per the details given below. However, online payment details i.e. UTR no and proof of current money transaction details are to be enclosed with our tender for verification and enclosed payment confirmation (**Format enclosed below in Annexure-IV**).

1. Name: NMDC Ltd Account No: 54050380070 State Bank of India, Donimalai Township IFSC : SBIN0040184	2. Name: NMDC Ltd Account No: 1079201000001 Canara Bank, Donimalai Township IFSC : CNRB0001079
---	---

- a) Payment of Earnest Money by cheque, E-payment, T.D.R and F.D.R. will not be accepted.
- b) Request for adjustment of dues from the Corporation towards EMD will not be entertained.
- c) **Refund of EMD:-** The EMD of the bidders whose bids are not qualified/not acceptable will be refunded after finalization of tender, in the form of e-payment to those bidders who deposited EMD in the form of e-payment, without any interest, upon receipt of a written request by the bidder after deducting bank charges, if any. Those who submitted EMD in the form of BGs, the same will be returned duly to the unsuccessful bidders. For successful bidders, EMD will be returned after submission of SD / PB G (if applicable).
- d) **MSEs in India registered with appropriate authority as per latest notification shall be exempted from EMD payment provided they are registered for the item being quoted.** Bidders seeking exemption from submission of EMD as per Govt. guidelines shall upload the relevant documents/copy of the notification (latest) along with the offer in GeM Portal.
- e) **NMDC Ltd will not be responsible for any delayed receipt of EMD caused by postal authorities/courier services and loss in transit.**
- f) **GeM Portal guidelines for submission of EMD are also applicable.**
- g) **MSE Trader / Service provider are not eligible for EMD exemption. They need to submit EMD.**

2. Pre- Qualifying Conditions:

- A. The tenderer can be manufacturer and/or its agent(s) viz. Distributor, Dealer, Channel Partner, Marketing/Trading Houses or by what so ever other name is known (.)
- B. A valid authorized dealership/tie up/agency/ partnership certificate from the manufacturer to be submitted in case of Distributor/Dealer/Agencies/ Partners etc. Authorized Distributor/dealer of the OEM may submit documents of OEM for satisfying the above Pre Qualifying Criteria supplied either through them or through OEM.
- C. Proof of supply of atleast 50% of the tender quantity (i.e. 3500 MT) within any continuous 18 months in one or multiple contracts from any Govt/ PSU / Private Company **during last 07 Years** ending last day of the month previous to the one in which the tenders are invited.
- D. Performance certificate from any of their customers to whom the bidder has supplied is to be furnished

Note: The bidder shall furnish the proof of supply of items executed by them along with documentary proof (Copy of purchase order & Copy of performance certificate issued by buyer against the order) and details as per the format in Annexure- III.

(B) ADDITIONAL TERMS AND CONDITIONS

1. PRICE:

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

The price basis should be on F.O.R. NMDC Limited, Pellet Plant, Ranjitpura, Donim

alai, Bellary District, Karnataka. For F.O.R destination price subject to statutory variations, the existing rates of statutory levies should be mentioned.

Price shall be inclusive of price of limestone, statutory charges, royalties, handling and stevedoring, loading, freight/ transportation, insurance, permit/ license charges, unloading at our site and all other incidentals. **UNLOADING IS IN THE SCOPE OF SUPPLIER.**

Quotations offering rates other than FOR Destination basis shall be Rejected.

The price shall remain firm & fixed with reference to the contracted quality, quantity, delivery terms and contract period. No escalation is allowed on any account except existing statutory taxes after submission of gazette notification issued by concerned government department. The percentage of statutory taxes considered in the offered price in terms of percentage terms need to be indicated in the offer.

2. INSURANCE: The Transit insurance of the materials should be covered by the successful tenderer.

3. TRANSPORT:

Transportation by road is the responsibility of the Seller. Any registration/ permits required to be made shall be responsibility of supplier at their cost. Payment of GST on transportation cost is the responsibility of the successful bidder.

Norms to be adhered while transporting the material:

- a) The successful bidder shall ensure that the transport contractor nominated to carry out the transportation shall ensure to furnish the Emission Certificate along with other documents of the vehicles allotted to NMDC Ltd. work as and when called for.
- b) The successful bidder shall ensure that the materials are properly and evenly distributed to avoid spillage of materials during transportation or at the handling points.
- c) The successful bidder shall ensure that while transporting the materials, they shall comply with all relevant legislative and regulatory requirements prescribed by the concerned authorities to ensure proper environmental management system.
- d) Trucks engaged to transport the material shall have all the valid documents and the successful bidder shall ensure that material is loaded only to the permissible capacity as per RTO/ Statutory authorities. Overload/ transshipment/ spillage are not permissible.
- e) The successful bidder while transporting the material shall comply with rules & regulations as stipulated by the concerned statutory authorities from time to time.
- f) Any damage/ losses due to non-compliance of the rules and regulations will be to the account of the successful bidder or his authorized transporter.

4. QUANTITY DETERMINATION:

The weight recorded at Pellet Plant's Road weighbridge shall be final and binding

ng for all purposes. It will be responsibility of the supplier to inform the arrival of the vehicles to the consignee at least 24 hours in advance.

5. QUALITY DETERMINATION/ SAMPLING & ANALYSIS:

The sampling of Limestone will be carried out on receipt after unloading at site . Determination of quality of Limestone shall be done in NMDC Pellet Plant Laboratory or through the designated/ nominated approved Government lab, which will be final and binding in all respects. The supplier may depute their authorized representative to witness the sampling and analysis process.

In case of major variations/ disputes representative samples may be sent to CF RI laboratory at Supplier's cost whose analysis will be final and binding. Sampling and analysis shall be made in accordance with the latest revision of the relevant IS standards.

For the purpose of Inspection (Sampling & Analysis), the following procedure shall be adopted: **Sampling shall be done for every lot of 300 MT or as desired by Consignee. Samples should be drawn as per standard practice and analysis of the elements will be done.**

6. PAYMENT:

Our standard payment terms are as below:

- Advance payment terms are not acceptable.
- 100% payment with full applicable taxes, statutory levies and duties, if any, will be made within 30-40 days after receipt & acceptance of material at NMDC Pellet Plant end after adjusting the quality, quantity and penalties leviable as per the order terms and submission of following documents:
 - a. Tax Invoice.
 - b. Clear Lorry Receipt.
 - c. NMDC weighbridge report for quantity received
 - d. Laboratory analysis report of NMDC Pellet Plant.

Bank Account details are to be provided so that payment can be released through e-payment mode.

7. BANK CHARGES: The supplier and buyer should bear their respective Bank charges.

8. PAYING OFFICER:

ü HOD (Finance), NMDC Limited, Donimalai, Bellary District, Karnataka.

ü Invoice needs to be raised on Pellet Plant GST - 29AAACN7325A2ZQ.

9. SECURITY DEPOSIT:

In the event of placement of an order, the supplier shall submit a Bank Guarant

ee towards security deposit to the Paying Officer of NMDC Limited, Pellet Plant, Ranjit pura, Donimalai, Bellary District, Karnataka State @ 5% of the order value within 30 days of Acceptance of tender. The Security Deposit bears no interest and is refundable after satisfactory completion of supply. Security Deposit can be submitted in the form of Demand Draft in favor of NMDC LIMITED, payable at Donimalai (Karnataka) or e-payment to NMDC Bank Account (Details provided in EMD clause) & details to be submitted after payment as per Format enclosed below in Annexure or BG in prescribed form (As per format enclosed in Annexure - VI) valid for the delivery period plus 3 months. The BG shall be submitted from a Nationalized bank/scheduled commercial Bank in India.

10. DELIVERY PERIOD:

- (i) Supply should be made at the rate of 700 MT per month from the date of issue of purchase order. The supply of Limestone shall be as per the delivery schedule which can be revised as per requirement.
- (ii) The supply of Limestone shall be completed within the period of 18 months from the date of issue of purchase order.
- (iii) However, in case of any specific intimation from the Consignee with regard to delivery period, the consignment may be rescheduled for supply beyond the specified period. Supplier should take clearance from the consignee before dispatch of each consignment.

11. Place of Delivery: The ordered items should be delivered at NMDC Limited, Pellet Plant, Ranjitpura, Donimalai, Bellary District, Karnataka State.

12. PENALTY:

- i. Late deliveries will attract penalty @ 0.5% of landed cost of the undelivered portion (exclusive of all types of taxes) for each week or part thereof but not exceeding 5% of the landed cost (exclusive of all types of taxes). For levying penalty, delivery period will be counted from 11th day of the stipulated phase delivery date by allowing 10 days grace time over stipulated phase delivery.
- ii. Under the above circumstances, 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.
- iii. Except for the reasons specified in the force majeure clause, the corporation reserves the right to levy the penalty as already provided.
- iv. All the correspondence in connection with the above may be addressed to the DGM (Materials), NMDC Limited, Donimalai Complex.

13. FORCE MAJEURE CLAUSE:

Following standard force majeure clause is applicable to this contract. If at any time during the continuance of this Acceptance of Tender, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility acts of public enemy, civil commotions sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock-outs or acts of

God (here-in-after referred to as events), provided notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.

14. INSPECTION:

Pre-Despatch Inspection: Pre-despatch inspection may be carried out by the representative of NMDC at discharging port. The Bidder shall offer the materials in their premises of around 300 MT approximately or as desired by consignee for sampling. The successful bidder shall provide necessary tools required for screening and preparation of the representative sample.

For pre-despatch inspection/ waiver, the successful tenderer may contact the consignee by giving advance notice of 15 days.

Analysis: The representative sample prepared will be analysed to ascertain conformity of the material to the tender specifications (Annexure-I) and results obtained thereon shall be for reference before final inspection after receipt at site.

NMDC reserves the right to get the samples inspected by a third party inspection agency (at NMDC expenses) before dispatch at the supplies work and/ or at NMDC site after receipt.

Final Inspection: Final inspection of the Limestone will be carried out at project site after receipt which will be final and binding. In case the material supplied are rejected either fully or partly on account of not meeting physical/ chemical specifications, or other reasons, the supplier will have to supply 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. VALIDITY:

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

16. WITHDRAWAL OF TENDER:

After submission of tender if it is withdrawn before expiry of validity period, NMDC can take any one or more of following action(s) without notice:

1. Suspension of Tenderer for a period of two years for submission of bids for tenders /contracts with NMDC Limited.
2. Lodging complaint with NSIC/DGS&D/any other concerned Government departments
3. Removal of supplier's name from the company's approved list of suppliers
4. Forfeiture of submitted EMD.
5. Any other action as per GeM Portal guidelines shall also be applicable.

17. COMPLIANCE WITH GOVERNMENT ORDERS:

Limestone to be supplied under the agreement is meant for the purposes of use in the Pellet Plant of NMDC Ltd, at Ranjitpura, Donimalai, Bellary District, Karnataka.

Successful tenderer shall ensure compliance of all regulations, conventions, policies, guidelines, orders, etc (issued by Government) in force related to any or all the activities covered in supplying the material to NMDC Ltd. like loading, transportation, clearances if required any, insurance, permits, handling & forwarding, unloading, etc.

In case of any modifications in any of the provisions in respect of supply of Limestone during the currency of the agreement, the same shall be applicable and binding on successful bidder and NMDC Ltd with immediate effect.

18. RISK PURCHASE:

If the successful bidder fails to adhere to quality norms, delivery schedule and other terms & conditions contained in the Acceptance of Tender / Agreement for supply of Limestone, NMDC Ltd. shall have the liberty to procure the ordered Limestone from any alternate source at the successful bidder's risk and cost and successful bidder is liable to make good the loss incurred by NMDC Ltd.

19. PARALLEL CONTRACT:

NMDC reserves the right to enter into parallel contracts for procurement of Limestone during the currency of the contract and the bidder shall confirm his acceptance of the same.

20. SPLITTING OF ORDERS

Requirement will be splitted among the bidders as follows:

Counter offer: - NMDC Ltd finalizes purchase with more than one party, the L1 offer (Lowest Offer) shall be offered to all the other quoting firms on sequential basis and parallel Purchase order will be concluded on acceptance of counter offer. NMDC may enter into the contract with Maximum 02 qualified suppliers, subject to the condition that other qualified bidders shall match the L1 price offered by qualified L1 bidder.

Distribution of quantities:

- A. Those bidders who accept the counter offer prices may be awarded parallel purchase order to meet the requirement. Distribution of quantity will be as follows:

In case, counter offer is agreed by other supplier / bidder.	Quantity distribution will be		
	L1 firm	L2 firm	L3 firm
One firm	60%	40%	--

- B. If there are more than 02 qualified bidders, L2 bidder expresses their inability to match the L1 price offered by L1 bidder, then, next bidder in the order of merit shall be given

iven opportunity to match the L1 price offered by L1 bidder so as to make a panel of total 02 suppliers only.

- C. In case counter offer is not accepted by any other firm, 100% qty shall be allocated to L1 firm.
- D. In case two firms have quoted same L1 price rate, quantity shall be distributed equally.
- E. In case more than two firms have quoted same L1 price rate, lottery system will be followed to arrive at L1, L2 & L3 bidder as per the GeM portal algorithm. Otherwise, lottery system will be processed at NMDC Premises with the presence of bidders as per the modalities decided by NMDC.

L1 : The First bidder who has offered L1 price

L2 : The Second bidder who has offered second lowest price

L3 : The Third bidder who has offered third lowest price etc.

21. PRICE/ PURCHASE PREFERENCE:

Price/ purchase preference as per guidelines issued by Government of India is applicable subject to satisfying the provisions in the guidelines. For Micro Small Enterprises (MSE) & Make In India (MII) purchase preference, bidder shall apply in GeM portal for Purchase Preference and submit relevant latest document as per requirement. In case they did not apply (or) avail MSE / MII benefit in GeM portal (or) not submitted requested documents, they will not be eligible for MSE/ MII purchase preference.

22. RESERVATION OF RIGHTS TO REJECT / ACCEPT OFFERS:

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. The Corporation also reserves the right to cancel the Purchase Enquiry without any discussions / correspondence with the tenderer.

23. TERMINATION/ SHORT-CLOSURE OF PURCHASE ORDER:

The Corporation also reserves the right to terminate/ short-close the Purchase Order at any time on giving 30 (Thirty) days written notice to the SELLER and in the event of such termination the PURCHASER shall not be liable to pay any cost or damage to the SELLER except for payment for the goods, already delivered as per the Purchase Order upto the date of termination.

24. SETTLEMENT OF DISPUTES

A. 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 provisions of the Arbitration and Conciliation Act 1996. The venue of the conciliation shall be at Hyderabad. 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.

B. ARBITRATION:

a. FOR ALL THE TENDERS OTHER THAN GLOBAL TENDERS

- i. 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 of any person is expressed in the Contract to be final and binding) shall, after written notice by either party to the other and to the Chairman cum Managing Director of the NMDC Ltd (who will be the appointing authority), be referred for adjudication to the sole Arbitrator to be appointed as hereinafter provided.
- ii. 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 names. If the appointing authority fails to send to the [Supplier/ Contractor](#) the panel of three names, as aforesaid, within the period specified, the Supplier/ Contractor shall send to the appointing authority a panel of three names of persons who shall also be unconnected with the organization by which the work is executed. The appointing authority shall on receipt of the names as aforesaid select any one of the persons named and appoint him as the sole Arbitrator. If the appointing authority fails to select the person and appoint him as the sole Arbitrator within 30 days of receipt of the panel and inform the [Supplier/ Contractor](#) accordingly, the [Supplier/ Contractor](#) shall be entitled to invoke the provisions of the Indian Arbitration and Conciliation Act 1996 as amended from time to time.
- iii. The arbitral tribunal shall give reasons for its award. Each party shall 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.
- iv. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time.
- v. 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.
- vi. 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.
- vii. 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 during the arbitration proceedings.
- viii. The laws applicable to the Contract shall be the laws in force in India. The Courts of Hyderabad, Telangana shall have exclusive jurisdiction in all matters arising under this Contract.

25. ENVIRONMENTAL ISSUES:

Successful bidder will undertake all measures to tackle environmental issues arising out of retrieval, transportation of reclaimable / embedded Limestone.

26. ROYALTY:

Royalty payment as applicable is to be borne by the supplier and all valid documents towards payment of Royalty should be available with the transporter. The original royalty slip is to be produced at the CISF Entry.

27. STATUTORY REQUIREMENTS:

The successful bidder shall comply with the provisions of Workmen Compensation Act 1923, ID Act 1947, Contract Labour (R&A) Act 1970 PF Rules/ or any other similar enactment law/ labour law/ rules, etc. in respect of all such personnel employed by the successful bidder. The successful bidder shall indemnify NMDC and keep NMDC indemnified and harmless against all claims whatsoever in respect of the said personnel under the Workmen's Compensation Act 1923 or any other statutory modifications thereof or otherwise in respect of any accident or injury sustained by any workmen or other person during the course of operation of work or any other liability shall be payable by the successful bidder and NMDC Limited shall not in any way be responsible for the same. The successful bidder shall also comply with the provisions of the Contract Labour (Regulations and Abolition) Act, Provident Fund, Minimum Wages Act etc. and Rules made there under. Cost of up keeping of machinery/ running expenses/ payment of electricity charges, and any such expenses incurred shall be to the account of the successful bidder.

28. CONFIDENTIALITY:

The parties to the agreement i.e. NMDC Ltd., and the successful bidder shall not either during the term or after expiry of the validity of the agreement disclose any proprietary and confidential information relating to the Acceptance of Tender/ Agreement and the services without the prior written consent of either party.

29. BANNING OF BUSINESS DEALINGS:

For 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 document(s) submitted and/or the declaration(s) made by the tenderer is/are false, NMDC reserves its right, notwithstanding any other rights/remedies under the terms and conditions of the tender, to ban business dealings with the tenderer for a period upto two years.

30. PREFERENCE TO MAKE IN INDIA:

"Public Procurement Policy (Preference to Make in India) GOI Order no. P-45021/2/2017-B.E.-II dtd. 15/06/2017 read with revised 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. Bidders are requested to fill the format as applicable as per enclosed **Annexure - VII**, duly sealed and signed by authorized person in Part B. IN ABSENCE OF SELF-CERTIFICATE REGARDING LOCAL CONTENT DECLARATION, THE OFFER WILL BE LIABLE FOR REJECTION.

31. BORDER SHARING:

The Govt of India's OM No: F.No.:6/18/2019-PPD, Dt. 23.07.2020 regarding restrictions under Rule 144 (xi) of the GFR 2017 and subsequent amendments/orders, if any shall be applicable to this tender. Bidders are required to adhere to the same by submitted Annexure-X.

32. LIMITATION OF LIABILITIES:

EXCEPT IN CASES CRIMINAL NEGLIGENCE OF WILFUL NON- PERFORMANCE OR WILFUL DEFAULT,

(A) THE SUPPLIER/ CONTRACTOR SHALL NOT BE LIABLE TO THE EMPLOYER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, FOR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE, LOSS OF USE, LOSS OF PRODUCTION, 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, SHALL NOT EXCEED THE 100% (HUNDRED PERCENT) OF THE CONTRACT PRICE PLUS ESCALATION IF APPLICABLE AS PER CONTRACT, PROVIDED THAT THIS LIMITATION SHALL NOT APPLY TO ANY OBLIGATION OF THE CONTRACTOR TO INDEMNIFY THE EMPLOYER WITH RESPECT TO COPYRIGHT, PATENT INFRINGEMENT, WORKMEN COMPENSATION AND STATUTORY LIABILITIES IN GENERAL THAT THE EMPLOYER MAY BE REQUIRED TO ADDITIONALLY BEAR DUE TO DEFAULT OF THE SUPPLIER/ CONTRACTOR.

33. DEVIATIONS:

- ü No deviation in technical specifications offered is permitted.
- ü No deviation in GeM GTC and ADDITIONAL TERMS & CONDITIONS (ATC) is permitted. However, for exceptional reasons if any deviation is felt necessary by the firm, it must be clearly indicated along with reasons. Acceptance of deviations is strictly at the discretion of NMDC.

34. REVERSE AUCTION: As per provisions of GeM Portal

35. CLARIFICATION OF BIDS/ SHORTFALL DOCUMENTS:

Bidder 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. The shortfall information/documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then.

(Example: if the Permanent Account Number, registration with sales tax/ VAT has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above). So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a supply order without its completion/performance certificate, the certificate can be asked for and considered. However, no new supply order should be asked so as to qualify the bidder.

36. INTEGRITY PACT:

The tenderer is required to accept the "Integrity Pact" enclosed along with the tender document and shall upload the same duly signed along with the offer in GeM Portal. The format for Integrity Pact is enclosed in the Annexure - VIII.

The procedure for submission of integrity pact would be as follows:

- Indian bidder or the overseas supplier should submit the integrity pact document on i

s Company's letter head, duly signed by the authorized representative on all pages.

- If the bidder/contractor is a partnership or a consortium, **the integrity pact shall be signed by all the partners or consortium members.**
- On behalf of NMDC, the Integrity pact will be signed by the tender issuing officer or his authorized nominee immediately on receipt of Integrity pact signed by the bidder.
- Integrity pact should be uploaded in GeM Portal while submitting the tender document
- **The bidder should not change the contents of the Integrity Pact.**
- The bidder/contractor should abide by the conditions given in the IP document enclosed along with the tender document
- All the pages of the Integrity Pact should be signed by both, the principal as well as the bidder.
- Prospective bidders should upload a certificate on prescribed format in GeM Portal, indicating their confirmation for completeness of Integrity pact along with PART-A of the tender, (Format enclosed as Annexure-IX).
- The bidder /contractor should mention in the letter of Undertaking that "they will abide by the provisions of the Integrity Pact"

The details of the Independent External Monitor nominated for this tender are given here as under:

Sl. No.	Name of the External Independent Monitor & Address
1.	Shri Anup Krishan Mehra, DIRECTOR (COMMERCIAL), MOIL (RETD.) Email: anupmehra1955@gmail.com
2.	Shri Vishvapvan Pati, IPoS (Retd.) Email: vpati_2000@yahoo.com
3.	Shri. Venugopal K. Nair, IPS (Retd.) Email: vgknair@gmail.com

SPECIAL NOTE FOR MSE VENDORS:

NMDC has registered with M/s. RXIL and M/s. Invoicemart TReDS platforms (.). All MSE vendors need to register themselves on any one of TReDS platforms for availing the facility of bill discounting on TReDS portal.

Contact Details:

1. M/s. RXIL, Mr. Rasesh S Mehta, M: 99667 10003, rasesh.mehta@xril.in
2. M/s. Invoicemart, Smt. Gouri Manwani, M: 87909 62967, gouri.manwani@invoicemart.com

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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---