

**Bid Document/ बिड दस्तावेज़**
**Bid Details/बिड विवरण**

<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	31-05-2024 17:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	31-05-2024 17:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	180 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Steel
<b>Department Name/विभाग का नाम</b>	Nmdc Limited
<b>Organisation Name/संगठन का नाम</b>	Nmdc Limited
<b>Office Name/कार्यालय का नाम</b>	Hyderabad
<b>Total Quantity/कुल मात्रा</b>	407
<b>Item Category/मद केटेगरी</b>	1200013354 , 1200013423 , 1200013352 , 1200013353 , 1200013354
<b>BOQ Title/बीओक्यू शीर्षक</b>	CANON PRINTER CONSUMABLES
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Certificate (Requested in ATC), OEM A *In case any bidder is seeking exemp documents to prove his eligibility for buyer
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Primary product category</b>	1200013354
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	3 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Item wise evaluation/

**EMD Detail/ईएमडी विवरण**

<b>Required/आवश्यकता</b>	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	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as per Public Procurement Policy for Micro and Small Enterprises Order, 2012 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product. The OEM regarding the percentage of the local content and the details of locations at which the local value addition is being made, preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than Class-I and Class-II Local suppliers as per MII order dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises 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 Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product. The OEM regarding the percentage of the local content and the details of locations at which the local value addition is being made, preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than Class-I and Class-II Local suppliers as per MII order dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises 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. 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 for bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which will be 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	Item/Category
Schedule 1	1200013354
Schedule 2	1200013423
Schedule 3	1200013275
Schedule 4	1200013338
Schedule 5	1200013350
Schedule 6	1200013351
Schedule 7	1200013352
Schedule 8	1200013353
Schedule 9	1200013339
Schedule 10	1200013420
Schedule 11	1200013421
Schedule 12	1200013422

### 1200013354

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)  
में अर्हता प्राप्त करने के लिए आवश्यक)

#### 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	77

### 1200013423

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)  
में अर्हता प्राप्त करने के लिए आवश्यक)

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

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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
1	Ritu Mishra	494553,NMDC LTD, BACHELI COMPLEX,BAILADILA, BACHELI PO, CHATTISGARH	84

**1200013275****(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively (अर्हता प्राप्त करने के लिए आवश्यक))****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

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	22

### 1200013338

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)  
(मैं अर्हता प्राप्त करने के लिए आवश्यक)

#### 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	115

### 1200013350

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)  
(मैं अर्हता प्राप्त करने के लिए आवश्यक)

#### 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	44

**1200013351**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)  
(मैं अर्हता प्राप्त करने के लिए आवश्यक)

**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	15

**1200013352**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)  
(मैं अर्हता प्राप्त करने के लिए आवश्यक)

**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	15

**1200013353**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**  
(मैं अर्हता प्राप्त करने के लिए आवश्यक)

**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	15

**1200013339**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**  
(मैं अर्हता प्राप्त करने के लिए आवश्यक)

**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	11

**1200013420**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)  
में अर्हता प्राप्त करने के लिए आवश्यक)

**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



1200013421

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)  
(महत्ता प्राप्त करने के लिए आवश्यक)

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

1200013422

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)  
(महत्ता प्राप्त करने के लिए आवश्यक)

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/प्रमाण
1	Ritu Mishra	494553,NMDC LTD, BACHELI COMPLEX,BAILADILA, BACHELI PO, CHATTISGARH	3

## 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 contracted rates. Bidders are bound to accept the orders accordingly.

### 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

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

Dt.20.05.2024

### PURCHASE ENQUIRY

To

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

**Dear Sirs,**

Tenders are invited on online through GeM Portal for **“Supply of Consumables for Cannon 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       |
| 6. Annexure- VI  | - Pro-forma for BG towards Security Deposit      |

**SCHEDULE OF TENDER**

<b>1. GeM BID Ref No</b>	<b>GEM/2023/B/</b>	
<b>2. Name of Work</b>	<b>Supply of Consumables for Cannon Make Printers for NMDC Ltd., Masab Tank H yderabad.</b>	
<b>3. MODE OF TENDER</b>	<b>BOQ BID through GeM Portal</b>	
<b>4. Contact Persons at NMDC :</b>		Ritu Mishra  Sr Manager (Materials) <a href="mailto:Ritu.awasthi@nmdc.co.in">Ritu.awasthi@nmdc.co.in</a>  9179725993

<b>5. GeM BID End Date/ Time</b>	<b>31.05.2024 @ 04:00 PM</b>
<b>6. GeM BID Opening Date/ Time</b>	<b>31.05.2024 @ 04:30 PM</b>
<b>7. Validity of offer</b>	<b>180 days from the date of opening the tenders.</b>

**TECHNICAL SPECIFICATIONS OF CATRIDGES/CONSUMABLE**

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<b>Sl. No.</b>	<b>Item Code</b>	<b>Specification</b>	<b>Qty. (Nos.)</b>
<b>1</b>	1200013354	CANON-LBP 161-BLACK-051-H	77
<b>2</b>	1200013423	CANON-LBP 6230dn- BLACK-326	84
<b>3</b>	1200013275	CANON-MFP 229DW- BLACK-337	22
<b>4</b>	1200013338	CANON-MFP 244DN-BLACK-337	115
<b>5</b>	1200013350	CANON-MFP 635CX-BLACK-045	44
<b>6</b>	1200013351	CANON-MFP 635CX- CYAN-045	15
<b>7</b>	1200013352	CANON-MFP 635CX-MAGENTA-045	15

<b>8</b>	1200013353	CANON-MFP 635CX-YELLOW-045	15
<b>9</b>	1200013339	CANON-MFP 645CX-BLACK-054	11
<b>10</b>	1200013420	CANON-MFP 645CX-CYAN-054	3
<b>11</b>	1200013421	CANON-MFP 645CX- MAGENTA-054	3
<b>12</b>	1200013422	CANON-MFP 645CX- YELLOW-054	3

**Note :**

**Pre-Qualifying Condition for the Prospective Suppliers:**

**01.Offer is to be submitted for Original Cannon Make Consumables only, other makes arenot acceptable.**

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**2. The firms have to submit OEM Authorization Letter mentioning Tender/Bid Reference No. in the Authorization Lett 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 Cannon 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) and the applicable GST rate 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 Tax 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 shall submit the same to the Owner within 15 days of 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 filed in Form GST CMP-01. The tenderer however shall submit a copy of final certificate of registration i.e., GST REG - 01.
- vi. Tenderer opting for composition scheme shall not quote any taxes under GST and such bids would invariably be evaluated on the basis of the Commercial Bid Format.
- 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 price charge 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 or 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 supplier, 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 will be borne by 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 will be to the benefit of the Owner.
- iii. However, for any new taxes levied by the Government and statutory variation during the extended time of the contract, the increase in 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 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 HS
- ii. Tenderer is responsible for uploading his outward supplies data with GSTN in the month of supply and any delay or failure of the Tenderer to upload the invoice or to accept purchase data filed by OWNER in GSTR-2 shall be to the a
- iii. In the event of non-reporting of invoices for supplies effected to OWNER during the month or non-acceptance of 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 th
- v. Tenderer shall attend to all issues on reconciliation of invoices, mismatch reports etc. to the satisfaction of OWN
- vi. In case, the government notifies the activity covered in the contract for the purpose of TDS under GST Act, OWN 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 on boarding of all MSE Vendors Registered which intend 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 them of bill discounting on TReDS Portal”.**

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#### **7.) BANK CHARGES:**

Bank charges shall be to the respective account.



**8.) SECURITY DEPOSIT:**

In the event of placement of an order, the supplier shall submit a Bank Guarantee towards security deposit to the Paying Office in 30 days of receipt of acceptance of tender. The Security Deposit bears no interest and is refundable after satisfactory completion of D.D or BG in prescribed form (enclosed) valid for the delivery period plus 3 months. The BG shall be submitted from a National Bank.

**9.) DELIVERY PERIOD:**

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

**10.) PLACE OF DELIVERY:-**

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

**11.) Part quantity order:** The quantity mentioned in the tender is tentative and the Corporation reserves the right to place orders in part quantities. Bidders are required to confirm the acceptance of order for part quantity.

**12.) 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.”

**13.)**

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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 with 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 take note of the same. Head of the Firm as per the Format placed at Annexure-V.**

**14.) 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 if any.

**15.) Penalty:** In the event of placement of an order, should the contractor fail to deliver the bits in full or part thereof, the Corporation shall levy penalty on the contractor @ 0.5% of the price of the undelivered stores for each week or part thereof but not exceed the value of the order or make alternative purchase of the materials of similar description from else where at the risk and cost of the supplier. In an event the seller will 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 Executive Director(**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 mentioned.

16.)

**LIMITATIONS OF LIABILITIES:**

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

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

17.) **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 is affected on account of any war, hostility, acts of public enmity, civil commotion, sabotage, fires, floods explosions, epidemics, quarantine restrictions or any such event is given by either party to the other within TWENTY ONE DAYS from the date of occurrence thereof, neither party shall be liable for delay, and neither party shall have claim for damage against the performance, and deliveries in such cases shall be resumed as soon as the cause has ceased to exist.

18.) **MAKE:**

Original Cannon make only to be quoted.

19.) **INSPECTION**  
19.)

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

20.) **WARRANTY**

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

21.) **VALIDITY**  
21.)

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

22.) **DEVIATIONS**

22.) Any deviations on technical and commercial points are required to be brought out clearly in a separate sheet. Any comments shall be submitted with the offer.

22.)

23.) **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. The Owner shall be withheld on account of such proceedings. It shall not be open to arbitrator to consider and decide whether or not to suspend the work.

**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 breach of contract, and/or the non-performance of the contract.

24.) **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.

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

26.) The Corporation reserves the right to reject or accept any tender in part or full or cancel the purchase enquiry or the tender. The Corporation also reserves the right to load on various parameters in case of deviations from the tender conditions on the tenderer.

27.)

**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 submit the bids in accordance with the provisions of Annexure-IV.**

28.)**Important Note** : Tenderers are required to reply all commercial general terms and conditions (As per Annexure -II above) ( point wise )

CLAUSE NO	CLAUSE	REMARKS
1	<b>OEM Authorization Letter</b> : 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	<b>Offers to be submitted for Canon Make Consumables only, other makes are not acceptable.</b>	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	AGREE ONLY
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 UPLOAD
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	QUANTITY 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 UPLOAD
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 UPLOAD
18	INSPECTION- Furnish the details. Confirm your acceptance as per NIT	AGREE WITH REMARKS AND UPLOAD
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

SI 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)	Taxat (in INI

			[1]	[2]	[3]	[4]	(5) = ]+[4]
1	CANON-LBP 161- BLACK -051-H	77					
2	CANON-LBP 6230dn- BLACK-326	84					
3	CANON-MFP 229DW- BLACK-337	22					
4	CANON-MFP 244DN-BLACK-337	115					
5	CANON-MFP 635CX-BLACK-045	44					
6	CANON-MFP 635CX- CYAN-045	15					
7	CANON-MFP 635CX-MAGENTA-045	15					
8	CANON-MFP 635CX-YELLOW-045	15					
9	CANON-MFP 645CX-BLACK-054	11					
10	CANON-MFP 645CX-CYAN-054	3					
11	CANON-MFP 645CX- MAGENTA-054	3					
12	CANON-MFP 645CX- YELLOW-054	3					

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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 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.
- (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 will 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 by the Government of India 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 awarding the 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

(TO BE USED BY ALL NATIONALISED BANKS/ SCHEDULED COMMERCIAL BANKS)

For Bank Limited

## 27 / 28

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued.
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 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 [attachement](#) procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying.
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, he/she must raise the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Seller is 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 से 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 is not 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 treated as a violation of 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 प्रोत्साहित 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 न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**