

**Bid Document/ बिड दस्तावेज़**

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	03-06-2024 15:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	03-06-2024 15:30:00
<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>	Kirandul Complex
<b>Total Quantity/कुल मात्रा</b>	5
<b>Item Category/मद केटेगरी</b>	Workstation (Q2)
<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 Authorization Certificate, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<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>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>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

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

Required/आवश्यकता	No
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**Splitting/विभाजन**

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

**MII Purchase Preference/एमआईआई खरीद वरीयता**

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

## Workstation ( 5 pieces )

**(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)**

Bis Required	Yes
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### Technical Specifications/तकनीकी विशिष्टियाँ

\* As per GeM Category Specification/जेम कैटेगरी विशिष्टि के अनुसार

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Type	Form Factor	Desktop
Processor	Processor Make	Intel
	Processor Generation	13 Or higher
	Number of Cores per Processor	24, 26, 28, 30, 32, 64, 36, 56 Or higher
	Processor Base Frequency (GHz)	2, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 3, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 4, 4.1, 4.2, 4.3, 5.2 Or higher
	Processor Description	Intel Core i9, Intel Xeon E Series, Intel Xeon W Series, Intel Xeon Bronze Series, Intel Xeon Silver Series, Intel Xeon Gold Series, Intel Xeon Platinum Series Or higher
	Processor Number	Intel Core i7-8700K, Intel Core i9 10980XE, Intel Core i9 10940X, Intel Core i9 10920X, Intel Core i9 10900X, Intel Core i7-1185G7, Intel Core i9 13900K, Intel Core i9-13900K, Intel Core i9 13700K, Intel Core i9 13900 Or higher
	Number of Sockets populated with the Processors	1, 2 Or higher
Motherboard	Chipset Number	Intel W680, Intel W790, Intel C741 Or higher
Graphics	Graphics Type	Dedicated/Discrete
	Number of Graphic Cards	1, 2, 3, 4 Or higher

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	<b>Graphic Card Description</b>	nVIDIA Quadro P4000 8GB, nVIDIA Quadro RTX 4000 8GB, nVIDIA Quadro P5000 16GB, nVIDIA Quadro RTX 5000 16GB, nVIDIA Quadro P6000 24GB, nVIDIA Quadro GP100 16GB, nVIDIA Quadro RTX 6000 24GB, nVIDIA Quadro RTX 8000 48GB, nVIDIA Quadro GV100 32GB, nVIDIA Tesla V100 SXM2 32GB, NVIDIA RTX A4000 16GB 4DP GFX, NVIDIA T1000 8GB, NVIDIA RTX A2000 12GB, NVIDIA RTX A4000 16GB, NVIDIA RTX A4500 20GB, NVIDIA RTX A5000 24GB, NVIDIA RTX A5500 24GB, NVIDIA RTX A6000 48GB, NVIDIA Long-Life T1000E 8 GB 4mDP, NVIDIA Long-Life RTX A2000E 12 GB 4mDP Graphics, NVIDIA GeForce RTX 3060 12 GB, NVIDIA GeForce RTX 3070 8 GB, NVIDIA GeForce RTX 3080 10 GB, NVIDIA RTX 6000 ADA Generation Or higher
Operating System	<b>Operating System (Factory Pre-Loaded)</b>	Windows 11 Professional
Memory	<b>RAM Size (GB)</b>	64, 128, 256, 512, 1024, 2048, 3072, 4096, 96, 192, 384, 768, 1536 Or higher
	<b>RAM Expandability upto using spare DIMM Slots (GB)</b>	128, 256, 512, 1024, 3072, 4096, 384, 1536, 2048, 768 Or higher
Primary Storage /Boot Drive	<b>Type of Drives used to populate the internal Bays</b>	PCIe
	<b>RAID for Operating System</b>	NA
	<b>Capacity of each Drive (GB)</b>	1024, 1200, 1800, 2000, 2048, 4000, 4096, 8000, 6000 Or higher
Secondary Storage	<b>Type of Drives used to populate the Internal Bays</b>	SATA
	<b>Number of Internal Bays populated with SATA Drive</b>	1, 2, 3, 4, 5, 6, 7, 8, 9, 10 Or higher
	<b>Each SATA Drive Capacity (GB)</b>	2000, 4000, 8000, 6000 Or higher
	<b>Total SATA Drive Capacity (GB)</b>	2000, 4000, 8000, 3000, 5000, 6000, 7000, 9000, 12000, 16000, 20000, 24000, 28000, 32000 Or higher
	<b>Number of Internal Bays populated with SAS Drive</b>	0, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 Or higher
	<b>Capacity of each SAS Drive (GB)</b>	300, 600, 900, 1200, 1800, 800, 0, 4000 Or higher
	<b>Total SAS Drive Capacity (GB)</b>	300, 600, 900, 1200, 1800, 2100, 0, 4000 Or higher
	<b>Number of Internal Bays populated with SSD Drive</b>	0, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 Or higher
	<b>Capacity of each SSD Drive (GB)</b>	128, 256, 512, 1024, 2048, 800, 0 Or higher

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	<b>Total SSD Capacity (GB)</b>	128, 256, 384, 512, 768, 1024, 2048, 4096, 0, 5120, 3072 Or higher
	<b>Number of Internal Bays populated with PCIe Drive</b>	1, 2, 3, 4, 5, 6, 7, 8 Or higher
	<b>Capacity of each PCIe Drive (GB)</b>	1024, 2048 Or higher
	<b>Total PCIe Drive Capacity (GB)</b>	1024, 2048, 4096, 1536, 6144 Or higher
RAID	<b>Number of RAID Controller Ports</b>	4, 5, 6, 7, 8, 10 Or higher
	<b>Speed of RAID Controller Ports (Gbps)</b>	6, 12 Or higher
Connectivity	<b>Number of Ethernet Ports</b>	2, 3, 4, 6 Or higher
	<b>Wireless Connectivity</b>	Yes Or higher
	<b>If Yes, Type of Wireless Connectivity</b>	Wi-Fi 6E AX211 BT 5.2, Wi-Fi 6 AX200 & BT 5.2, Wi-Fi 6 AX201 (2x2) and BT 5.2 Or higher
	<b>Bluetooth Connectivity</b>	Yes Or higher
	<b>If Yes, Version of Bluetooth Available</b>	5 Or higher
Display	<b>Display Availability</b>	Monitor
	<b>Display Size (cm)</b>	68- 71, 72- 81, 82 - 87, 88 - 93, 94 - 97, 98 - 105, 107 - 110, 111 - 115, 116 - 120, 121 - 125, 126 - 130 Or higher
	<b>Display Type</b>	Non Touch, Touch Or higher
	<b>Panel Type</b>	Flat, Curved Or higher
	<b>Panel Technology</b>	IPS, OLED Or higher
	<b>Display Resolution (Pixels)</b>	1920x1080, 1920 x 1200, 3200x1800, 3840 x 2160, 2560 x 1080, 2560 x 1440, 2560 x 1600, 3440 x 1440, 3840 x 1600, 5120 x 1440, 7680 x 4320 Or higher
Power	<b>Redundant Power Supply</b>	Yes, No Or higher
Warranty	<b>On Site OEM Warranty (Year)</b>	5 Or higher

**Additional Specification Parameters - Workstation ( 5 pieces )**

Specification Parameter Name	Bid Requirement (Allowed Values)
ADDITIONAL SPECIFICATION PARAMETER 01	TECH SPECS FOR GRAPHIC WORKSTATION MAKE (HP/DELL/LENOVO). Intel® Core™ i9-13900 Processor (36M Cache, up to 5.60 GHz). Min 8 GB ddr6 Graphics card. Min 27 inch LED Full UHD resolution or better. Memory Min 64 GB DDR5 Min @ 4800MHz RAM Upgradable to 128GB with Spare Slots. MIN 512 MB PCIe NVMe SSD & MIN 2 TB SATA HDD. Network Connectivity RJ45 100/1000Mbps Ethernet Port, 802.11 AX Wifi.
ADDITIONAL SPECIFICATION PARAMETER 02	OEM USB Keyboard and USB Optical Mouse. Power Supply Min 240 W internal power supply unit (PSU), Efficiency Min 85%. 5 year Onsite Comprehensive onsite NBD Warranty Directly from OEM. Confirmation from OEM regarding 5 year Onsite Comprehensive NBD Warranty is required in OEM Letterhead.
ADDITIONAL SPECIFICATION PARAMETER 03	Operating System Windows 11 Pro, English Factory preloaded. MSOffice 2021 Home and Business factory preloaded. Confirmation from OEM regarding preloaded Operating system and preloaded MS Office 2021 is required in OEM Letterhead.
Installation and Data Migration	Installation of Workstations Supplied at BIOM Kirandul, Chhattisgarh and Migration of data from old systems to New systems will be responsibility of Supplier.
NOTE	The Desktops required are strictly as per the Additional Specification parameters as defined above. In case of any ambiguity with respect to selected item specifications given in the bid, the specifications defined in the Additional Specification parameter above shall prevail. The bidders are advised to quote accordingly.

\* Bidders offering must also comply with the additional specification parameters mentioned above.

**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	Mohammad Mehboob Ullah	494556,NMDC LIMITED, KIRANDUL COMPLEX	5	120

**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. Scope of Supply**

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

**3. Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

#### 4. **Purchase Preference (Centre)**

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

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

Buyer Added text based ATC clauses

### **ADDITIONAL TERMS AND CONDITIONS**

1. **FOR destination basis, firm & fixed:** Quoted price should be firm & fixed for the entire supply/delivery period inclusive of Packing & Forwarding, Freight & Insurance charges, Installation & Commissioning and GST as applicable as per GEM Price Format on FOR Destination basis to be unloaded at Hilltop store, NMDC, Kirandul (C.G.) which is approximately 10 km from kirandul main store.
2. **MSE & MII Purchase Preference:** For MSE & MII benefits, bidder shall apply in GEM portal for Purchase Preference. MSE purchase preference as per Govt guidelines shall be considered only for manufacturers registered with UDYAM certificate and not for Traders/Distributors/Dealers/Resellers.

3. **MAKE AND MODEL:** Tenderer should clearly indicate the name of the Manufacturer of the item with full specification. The Tenderer shall indicate the Make / Model etc., and also confirm that, the materials offered confirm strictly to our specification. Deviations (if any) to be stated clearly in your offer. Detailed specifications, Catalogues / Technical Literature etc, Samples (wherever required) should be sent with quotation invariably.

4. **Preferred makes: . HP, DELL, LENOVO**

Preferred makes mentioned in the bid are as per NMDC approved makes. Other prospective bidders, who are manufacturers and can supply the tendered items, may apply to NMDC Ltd, Hyderabad for Vendor registration with all credentials along with duly filled in application as per details available at [www.nmdc.co.in](http://www.nmdc.co.in) in vendor empanelment section. Interested firms may be considered for vendor registration after following due procedure and such registered firms may be considered in future tenders.

5. **Security Deposit:** In the event of placement of an order, the supplier shall submit a Bank Guarantee towards security deposit to the Paying Officer @ 5 % basic value of the order within 30 days of acceptance of tender. The Security Deposit bears interest and is refundable after satisfactory completion of the supply. Security Deposit can be submitted in form of D.D or BG valid for the delivery period plus 3 months. The BG shall be submitted in form of a Nationalized bank/scheduled commercial Bank in India. Please note that the original BG should be forwarded through bank directly to us.

6. **Warranty:** Warranty required as **05-years Comprehensive Onsite NBD warranty from OEM** from the date of installation and commissioning or 66 months from the date of dispatch, whichever is earlier against any Manufacturing defects, faulty materials and bad workmanship. The warranty should be comprehensive and cover all bought-out items that go into Manufacturing of the item. Any defects noticed during the warranty period shall have to be rectified or materials replaced at your cost. Materials not conforming to specifications shall be rejected and returned to the supplier at their risk and cost.

**Confirmation from OEM regarding 05-years Comprehensive Onsite NBD warranty from OEM is required in OEM Letterhead.**

7. **INSPECTION:** - Final inspection of the materials shall be carried out at our Project site after receipt of the materials (even if pre-dispatch inspection is carried out) which will be final & binding. In case the stores supplied are rejected either fully or partly on account of defects, bad workmanship or other reasons, the supplier will have to arrange for free replacement of the same up to destination point. The freight and incidental charges for return of the rejected materials will have to be borne by the supplier. In case, rejected materials are not collected within 30 days after receipt of rejection notice, no liability in respect of loss, damage, deterioration etc shall lie with the corporation. Ground rent will be charged. After reasonable period the material will be disposed off without making any back reference.



**8. PERFORMANCE BANK GUARANTEE:** - You are required to furnish bank guarantee for 10% Basic value of the order towards satisfactory performance of the supplied item. This BG should be drawn from any nationalized bank in India valid for warranty period from the date of commissioning plus three months grace/claim period. Please note that the original BG should be forwarded through bank directly to us.

**9. Payment Terms:** 100% Payment with full applicable Taxes shall be released within 30 days after receipt and installation of materials at our Project Site through RTGS on submission of following documents: 1. Original Invoice, 2. Performance Bank Guarantee and 3. Commissioning/ Completion certificate from Engineer In-charge towards satisfactory installation of supplied goods.

**10. Payment through TReDS:** NMDC has registered with M/s. RXIL TReDS Platform. All MSE vendors should register themselves on TReDS Platform for availing the facility of bill discounting on TReDS portal. If registered, please submit the details.

**11. Delivery:** The bidders are advised to quote definite delivery period for the quoted items. In case no delivery period is given by the bidders, the delivery period given in the GeM bid will be treated as final and binding.

**12. Issue of e-Invoice:** It is mandatory to issue E-invoice whenever the turnover of your company exceeds rupees five crores. Hence you are requested to submit E-invoice when turnover exceeds five crores. In case, E-invoice is not applicable, the please submit turnover certificate without fail. It is mandatory to issue E-invoice whenever the turnover of your company exceeds rupees five crores. Hence you are requested to submit E-invoice when turnover exceeds five crores. In case, E-invoice is not applicable, the please submit turnover certificate without fail.

**13. Penalty:** If the Supplier fails to deliver the stores in full or part thereof within the delivery date the corporation shall reserve the right to levy penalty on the Supplier @ 0.5% of the basic price of undelivered stores per each week or part thereof but not exceeding 5% of the value of such materials.

**14. OEM Authorization Certificate:** The bidder has to submit OEM Authorization certificate along with your offer. Please note offer without OEM Authorization certificate is liable for rejection.

**15. Settlement of disputes:**

**All disputes or differences arising out of or in connection with this tender / order shall be subject to the exclusive jurisdiction of Dante**

## **wada/Jagdarpur courts.**

### **2.1 CONCILIATION:**

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

The Conciliatory Committee shall comprise of the following:

- (i) A nominee of NMDC Management- Member (Independent of the officer handling the case)
- (ii) A nominee of the Supplier/ Contractor – Member (Independent of the officer handling the case)
- (iii) Head of Law/ Law officer of NMDC – Member

The above committee shall conduct the conciliation proceedings in accordance with the provision of the Arbitration and Conciliation Act 1996. The venue of the conciliation shall be at Dantewada. The settlement so arrived at final conciliation shall be binding on both the parties and will not be called in question before any court or forum whatsoever.

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

### **2.2 Arbitration:**

#### **2.2.1. FOR ALL THE TENDERS OTHER THAN GLOBAL TENDERS**

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

2.2.1.2 The appointing authority will send within ninety days of receipt of the notice of arbitration a panel of three names of persons, not directly connected with work, to the supplier/ Contractor who will select any one of the persons named to be appointed as a sole Arbitrator within 30 days of receipt of name. If the appointing authority fails to send to the Supplier/ Contractor the panel of three names, as aforesaid, within the period specified, the Supplier/ Contractor shall send to the appointing authority a panel of three names of persons who shall also be unconnected with the organization by which the work is executed. The appointing authority shall on receipt of the names as aforesaid select any one of the persons named and appoint him as the sole Arbitrator. If the appointing authority fails to select the person and appoint him as the sole Arbitrator within 30 days of receipt of the panel and inform the Supplier/ Contractor accordingly, the Supplier/ Contractor shall be entitled to invoke the provisions of the Indian Arbitration and Conciliation Act 1996 as amended from time to time.

2.3.1.3 The arbitral tribunal shall give reasons for its award. Each party bear its own cost and the cost of arbitration shall be equally borne by the parties. The award rendered in any arbitration hereunder shall be final and binding upon

n the parties. The parties agree that neither party shall have any right to legal proceedings concerning any dispute under this agreement other than to enforce or facilitate the execution of the award rendered in such arbitration.

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

2.3.3

2.3.3.1. Arbitration between a Central Public sector undertaking of the Government of India (not under the Ministry of Steel) and the Employer shall be as per the guidelines of Ministry of Heavy Industries and Public Enterprises, Government of India.

2.3.3.2. Arbitration between a Central Public Sector Undertaking of the Government of India under the Ministry of Steel, Government of India and the Employer, shall be as per the guidelines of the Ministry of Steel.

2.3.4. The further progress of any work under the contract shall unless otherwise directed by the Owner/ Engineer continues during the arbitration proceedings and no payment due or payable by/ to the Owner shall be withheld on account of such proceedings. It shall not be open to arbitrator to consider and decide whether or not such work shall continue the arbitration proceedings.

2.3.5. The laws applicable to the Contract shall be the laws in force in India. The Courts of Dantewada, Chhattisgarh (State) shall have exclusive jurisdiction in all matters arising under this Contract.

**16. Banning of business dealings:** For the evaluation of the tenders, NMDC would rely on the documents submitted and declarations made by the tenderer in connection with the tender. Therefore, NMDC expects such documents and declarations to be true and authentic. In case it is found, at any stage, that the documents submitted and / or the declarations made by a tenderer is/ are false, NMDC reserve its right, notwithstanding any other rights/ remedies under the terms and conditions of the tender, to ban business dealing with the tenderer for a period upto two year.

**17. FORCE MAJEURE CLAUSE:** "Force Majeure" shall mean any event beyond the control of the NMDC or of the Supplier or, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:

- a) war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.
- b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, effect of Naxal activities (if established) and terrorist acts.
- c) strike, sabotage, unlawful lockout, epidemics, quarantine, and plague.
- d) earthquake, fire, flood or cyclone, or other natural or physical disaster.

- ii) If either party is prevented, hindered or delayed from or in performing any of its obligations under the Purchase Order by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 14 days after the occurrence of such event.
  - iii) The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Purchase Order for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with Clause in the PO.
  - iv) The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Purchase Order and to fulfil its or their obligations under the Order, but without prejudice to either party's right to terminate the Purchase Order.
  - v) Any delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not
    - a. Constitute a default or breach of the Purchase Order
    - b. Give rise to any claim for damages or additional cost or expense occasioned thereby if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.
  - vi) If the performance of the Purchase Order is substantially prevented, hindered or delayed for a period of more than ninety (90) days on account of Force Majeure during the currency of the Purchase Order, the parties will develop a mutually satisfactory solution.
18. **COMPLIANCE TO SA8000:** - Our Company is certified under SA8000 and as such you are required to confirm your company is complying with the SA8000 standards as per Annexure-I.

### **Annexure-I**

#### **Standard Requirements for SA8000**

- The Supplier/contractor shall comply with all requirements of SA 8000:2014 related to Child Labour, Forced and Compulsory Labour, Health & Safety, Freedom of Association & Right to Collective Bargaining, Discrimination, Disciplinary Practices, Working Hours and Remuneration.
- The Supplier/Contractor is obliged to comply with the applicable legal systems in force. In particular, the Supplier/Contractor shall not engage, actively or passively, nor directly or indirectly any child labour (persons below 14 years of age) and shall not violate basic human rights of its employees. Moreover, the Supplier shall take responsibility for the health & safety of its employees. The Supplier shall act in accordance with the applicable environmental laws and will use best efforts to promote the Code of Conduct among its Suppliers.
- The supplier/contractor shall meet the legislations related to working hours, minimum wages and payment of wages.

- NMDC Limited or any third party on behalf of NMDC Limited shall have the right to visit the supplier/contractor premises to ensure compliance with SA 8000:2014 requirements with or without any intimation.
- In addition to other rights and remedies NMDC Limited may have, NMDC may terminate the work order and/or any purchase order issued there under in case of breach of SA 8000:2014 related obligations by the Supplier/Contractor. However, provided that if the Supplier's/Contractor's breach of contract can be rectified, then NMDC Limited's right to terminate the work order and/or any purchase is subjected to the provision that such breach has not been remedied by the Supplier within a reasonable grace period set by NMDC Limited.
- Supplier/Contractor shall ensure that its direct and indirect subcontractors employed to perform the works commit themselves to the SA 8000:2014 requirements.

The Supplier/Contractor shall:

- a) Give the highest regard to Employee Health & Safety (EHS) to avoid any injury to any person and willful damage to any property;
- b) Ensure that the management of EHS is an integral and visible part of its work planning and execution processes;
- c) Strive for continuous improvement of its EHS performance;
- d) Obtain B.I.O.M Kirandul Complex, NMDC Limited's IMS policy, understand and implement the applicable content of this policy;
- e) Monitor and evaluate its safety performance to effectively take such actions as appropriate to rectify or improve its overall safety performance;
- f) Ensure that it complies with all applicable EHS laws and any EHS requirements of NMDC Limited in force from time to time.
- g) Ensure that in case NMDC Limited produces a safety and health documentation for the site (Occupational Safety Plan) and provides Supplier with a copy of the Occupational Safety Plan, Supplier shall confirm receipt thereof in writing and comply with the regulations contained therein. The same shall apply to updates of the Occupational Safety Plan which NMDC Limited may make as it deems necessary. Supplier shall ensure that its direct and indirect subcontractors employed to perform the works commit themselves to the Occupational Safety Plan and its updates. The supplier shall commit to this clause to avoid any injury to any persons who are legally on the work site including its own personnel, NMDC Ltd.'s personnel and visitors.

**Tenderers are advised to follow all the guidelines of SA8000, and participate in the tender only if they accept to comply with all requirements of SA8000.**

19. **Deviation:** Any deviation with respect to standard terms and conditions should be brought out separately. If no deviation is submitted along with offer,

- it is deemed that bidder has accepted to all the terms and conditions of the bid and participated accordingly.
20. **RISK PURCHASE:** Subletting of the contract is not permissible. If the supplier fails to deliver the materials within the stipulated period, due to no fault of the Corporation. The Corporation, reserve the right to cancel the order and repurchase the outstanding item from any source at the risk, cost and consequences the seller.
  21. **Environment Laws:** Bidders shall comply to all Environmental Laws & Contractual Commitments related to Environmental aspects.
  22. **Check list for the list of documents to be uploaded:** Checklist for list of documents to be submitted is attached at ATC which is to be duly filled & uploaded along with offer by the bidder.
  23. Bid ATC will supersede the other GEM GTC. If any deviations are not mentioned by the bidder, it is deemed that they are agreeing to all Bid ATC.
  24. Bidders shall submit complete technical specifications (including brochure if available) along with offer.
  25. **VALIDITY:** - Your offer should be initially kept valid for 180 days from the date of tender opening and to be extended for further period if necessary.
  26. Bidders shall submit all the necessary documents and technical details in the offer. Your offer will be evaluated based on the documents submitted by you. Any clarification from the bidder shall be the discretion of the buyer.
  27. The corporation reserves the right to reject or accept any tender in part or full without assigning any reasons, or place order for part of full quantity. The corporation also reserves the right to load on various parameters in case of deviations from the tender condition at rates deemed fit without any discussions/ correspondence with the tenderer.
  28. NMDC is having rate contract with M/s. ARC (M.no. 9685464295) & M/s. Balan Transport (M.no. 9424293692) for transportation of goods to our project. Hence you may preferably book the consignment with the above transporters.
  29. Bidders shall submit all the necessary documents and technical details in the offer. Your offer will be evaluated based on the documents submitted by you. No post-bid clarification at the initiative of the bidder shall be entertained by NMDC. In case of any shortfall of documents, NMDC shall seek the respective clarifications from the concerned bidders. However, no new credentials shall be allowed to be submitted after the opening of the bids.
  30. **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

ted 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.)

31. **LIMITATION OF LIABILITIES:** Except in cases of criminal negligence of will full non- performance or will full default,
- a. The supplier/contractor shall not be liable to the employer, whether in contract, or otherwise for any indirect or consequential loss or damage, loss of production, loss of use, or loss of profits or interest costs.

AND

- b. The aggregate liability of the supplier/contractor to the employer, whether under the contract, in tort or otherwise including the cost of repairing or replacing defective equipment's, shall not exceed the 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.

#### SELF CERTIFICATION regarding LOCAL CONTENT

(IN LETTER HEAD OF THE FIRM)

We .....(Name of Firm) hereby certify that the offered materials are having the LOCAL CONTENT of minimum 50% and hence we comes under Class I Local Supplier as per definition of Make in India policy of Govt of India.

The address of Manufacturing Unit:

(Sign)

(Seal)

(OR)

We .....(Name of Firm) hereby certify that the offered materials are having the LOCAL CONTENT of minimum 20% and hence comes under Class II Local Supplier as per definition of Make in India policy of Govt of India.

The address of Manufacturing unit :

(Sign)

(Seal)

(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.

## **ANNEXURE-II**

### **PROFORMA BANK GUARANTEE FOR EQUIPMENT PERFORMANCE**

**( To be stamped on Rs.100 non-judicial stamp paper)**

**(TO BE ISSUED BY NATIONALISED BANK ONLY)**

Ref. \_\_\_\_\_ Bank Guarantee No. \_\_\_\_\_ Date -----

To,

**N.M.D.C. Ltd.,**

**KIRANDUL**

**Dear Sir,**

In consideration of the N.M.D.C. Ltd., (hereinafter referred to as the "Owner" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s. \_\_\_\_\_ with its Registered/Head Office at \_\_\_\_\_ (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Owner's Let



ter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ and the same having been unequivocally accepted by the contractor resulting in a contract bearing No. \_\_\_\_\_ dated \_\_\_\_\_ valued at \_\_\_\_\_ for \_\_\_\_\_ (scope of contract), and the Contractor having agreed to provide a contract performance guarantee for the faithful performance of the entire contract equivalent to \* \_\_\_\_\_ % ( \_\_\_\_\_ percent) of the said value after contract to the Owner.

We \_\_\_\_\_ (i.e. Name and address), having its Head Office at \_\_\_\_\_ (hereinafter referred to as the Bank which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all money payable by the Contractor to the extent of \_\_\_\_\_ as aforesaid at any time up to \*\* \_\_\_\_\_ (i.e. days/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the contractor. Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the owner and contractor or any dispute pending before any court, tribunal or any authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the owner and further agrees that the guarantee herein contained shall continue to be enforceable till the owner discharges this guarantee.

The owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by the contractor. The owner shall have the fullest liberty, without affecting this guarantee is postpone from time to time the exercise of any powers, vested in them or of any right which they might have against the contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any convenience contained or implied, in the contract between the owner and contractor or any other course of or remedy or security available to the owner. The Bank shall not be released to its obligations under these presents by any exercise by the owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of the owner or any other indulgence shown by the owner or by any other matters or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the owner at its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the contractor and notwithstanding any security or other guarantee that the owner may have in relation the contractors liabilities.

1. The Bank guarantee shall remain in full force and effect up to \_\_\_\_\_ (date) and the Owner shall have the right to demand or claim or en-cash / negotiable this Bank Guarantee within 3 months after the aforesaid date i.e. \_\_\_\_\_ (date). A demand or claim in writing if received by us within the period i.e. on or before \_\_\_\_\_ (date) will be honoured.

2. This Bank Guarantee shall be extended from time to time for such period (not exceeding one year) by \_\_\_\_\_ on whose behalf this guarantee has been given as desired by the corporation.

**WITNESS**

**DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_ AT \_\_\_\_\_**

**WITNESS**

\_\_\_\_\_

**(signature)**

\_\_\_\_\_

**(Name)**

\_\_\_\_\_

\_\_\_\_\_

**(Signature)**

**Bankers Rubber stamp**

**Designation with Bank Stamp**

**Attorney as per power of**

**Attorney no. \_\_\_\_\_**

**Dated: \_\_\_\_\_**

-

**Note:**

\* This sum shall be ten percent (10%) of the contract price.

\*\* The date will be ninety (90) days after the end of the warranty period as specified in the contract.

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

## 6. 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---**