

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	11-06-2024 19:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	11-06-2024 19:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Steel
Department Name/विभाग का नाम	Nmdc Limited
Organisation Name/संगठन का नाम	Nmdc Limited
Office Name/कार्यालय का नाम	Hyderabad
Total Quantity/कुल मात्रा	100
Item Category/मद केटेगरी	EMPTY NEW INDUSTRIAL DA GAS CYLINDERS 7.00 CU
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	25000

ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

Beneficiary/लाभार्थी :

GM (FINANCE)
NMDC LIMITED, BIOM, BACHELI COMPLEX, DISTRICT-DANTEWADA, CHHATTISGARH, PIN-494553
(Nmdc Limited)

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.

EMPTY NEW INDUSTRIAL DA GAS CYLINDERS 7.00 CU (100 pieces)

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

Technical Specifications/तकनीकी विशिष्टियाँ

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Yogesh Tak	494553,NMDC LTD, BACHELI COMPLEX,BAILADILA, BACHELI PO, CHATTISGARH	100	180

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. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

ANNEXURE-I

TECHNICAL SPECIFICATION OF EMPTY DA CYLINDERS

Volumetric (water) capacity	41 LTRS
Hydraulic test pressure	53 Kgs/cm²
Working Pressure	16 Kgs/cm²
Nominal Gas Capacity	7.0 cums (approx)
Normal Outer Diameter	258 mm
Length without valve & Guard	960 mm (approx)
Tare Weight	51 Kgs (approx)
Wall Thickness	5mm (approx)
Manufactured according to	IS-7312
Inner Diameter	250mm

Type	Three pieces welded
Valve inlet	As per relevant IS standard
Painting	As per relevant cylinder rule

Special Note:-

1. Successful bidder should have to submit GAS filling permission from PESO.
2. Test Certificate should submit by successful bidder before dispatch the ordered DA Cylinders.
3. Cylinder should be paint as per rule.

ANNEXURE-II

ADDITIONAL TERMS & CONDITIONS (ATC)

As per General Terms & Conditions on GeM 4.0 (Version 1.11) dt. 21.06.2023 (Page 22 of 54), the Terms & Conditions stipulated in Special Terms & Conditions (STC) & Service Level Agreement (SLA) will supersede those in GTC and Terms & Conditions stipulated in **Additional Terms & Conditions (ATC)** will supersede those in GTC and STC in case of any conflicting provision.

1. Quoted price should be firm & fixed for the entire supply/delivery period inclusive of Packing & Forwarding, Freight & Insurance charges loading & unloading charges and GST as applicable as per GEM Price Format on **FOR Destination basis** to be unloaded at Hilltop Stores, Bachel (CG).
2. **PLACE OF DELIVERY :-** HILLTOP STORE IS 20 KM UPHILL AREA FROM OUR BASE CAMP BACHELI HELI COMPLEX & SUPPLIER IS FULLY RESPONSIBLE FOR DELIVER THE MATERIAL AT OUR HILLTOP STORE.
3. **Bid AT will supersede the other GeM GTC.** If any deviation are not mentioned by the bidder, it is deemed that they are agreeing to all Bid ATC.

4. **EARNEST MONEY DEPOSIT (EMD) :-** Your offer must be accompanied by **EMD amount as per Ge M Bid** through **Original Bank Guarantee (BG) / DD/ RTGS online payment (through online SBI Collect System)** to **NMDC Accounts on or before the due date** irrespective of bid submission for all items/ some items of bid enquiry, which can be submitted in the following modes only: -

a) Online transfer through SB collect.

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

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

- b)** In the form of a **Bank Guarantee (EMD)** of equivalent amount drawn from **any Nationalized bank / scheduled commercial bank in India**, in a prescribed format enclosed (**Annexure-VI**) herewith and favoring **NMDC Ltd.**. BG should be valid for a period of **six months** from the date of submission of your offer. The supplier shall forward the **original EMD BG to "GM (Materials), NMDC Ltd., BIOM Bachel Complex, Post- Bachel-494553, Dist. Dantewada (CG)" & Scan Copy of EMD BG shall be uploaded in the bid.**

Details of NMDC Account :-

Account Name :- **NMDC LIMITED, Bachel Complex,**

Account No. :- **109324 66161**

IFSC Code No. :- **SBIN0003183,**

MICR No. **494002534**

Bank Code :- **3183**

Name of Banker :- **State Bank of India, Bachel 494553, Dist. Dantewada (CG)**

- c)** Tenderers of **Micro & Small Enterprises (MSEs)** registered with **UDYAM** will be exempted from payment of **Earnest Money Deposit (EMD)** against submission of documentary proof of such registration certificate as a manufacturer for the tendered items/ item category/group under **Udyam Registration**. Traders /Dealers have to submit EMD, only MSE manufacturers are exempted.
- d)** EMD submitted in any other format/mode other than specified above shall not be acceptable.
- e)** Without EMD the tender will be summarily rejected.

- f) **EMD exemption will be as per GeM Provisions.**
- g). The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid.
- h) No interest will be payable by the Owner on the EMD.
5. **LIMITATION OF LIABILITY:-** Except in cases Criminal Negligence or willful non-Performance or willful default.
- (A) The Supplier/ Contractor shall not be liable to the Employer, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss or use, loss of Production, or loss of profit or interest costs.
- AND**
- (B) The aggregate liability of the Supplier/ Contractor to the employer, whether under the contract, in tort or otherwise including the cost of repairing or replacing defective equipment, shall not exceed the 100 % (Hundred percent) of the contract price plus escalation if applicable as per contract, provided that this limitation shall not apply to any obligation of the contract, to indemnify the employer with respect to copyright, patent infringement, workmen compensation and statutory liabilities in general that the employer may be required to additionally bear due to default of the supplier/contractor.
6. **FORCE MAJEURE CLAUSE :-** If at any time during the continuance of **Acceptance of Tender (A/T)**, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or other acts of God, provided notice of the occurrence of any such event is given by either party to the other within **TWENTY ONE DAYS** from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the contract., and neither party shall have claim for damage against the performance, and deliveries in such cases shall be resumed as soon as practicable after such an event has come to an end or has ceased to exist.
7. **PENALTY :-** In the event the supplier fails to deliver the **ordered Items** in full within the delivery period, penalty will be levied subject to standard force major conditions @ **0.5 %** per week or part thereof delay for the value of **undelivered portion** but not exceeding **5 %** of the value of undelivered materials. **Penalty amount subject to GST separately.**
- In Case of firm not supplying the ordered materials along with the required services within the stipulated delivery period mentioned in the order then NMDC reserves the right to cancel the order or make alternative purchase of the materials/services of similar description from elsewhere at the risk and cost of the supplier duly giving an advance notice of 30 days to this effect and in such an event the seller will be liable to pay any losses that may be incurred by the buyer. **The penalty will be calculated on the basic value of the equipment / spares.**
8. **MAKES :-** Make shall be furnished along with offer. All the tenderers should clearly indicate the name of the manufacturers (MAKE) with full specifications.
9. **DELIVERY PERIOD :-** Delivery Period quoted should be definite and guaranteed. Failure to supply the material in time will attract penalty as per penalty clause. **Please quote minimum delivery period or else delivery period shall be considered as per GeM Bid. Failure to supply the material in time will attract penalty as per penalty clause.**
10. **OFFER VALIDITY :-** Your offer should be kept **valid for 180 days** from the date of tender opening & to be extended for further period if necessary.

11. **TRANSPORTATION OF GOODS** :- NMDC Ltd. Bachel Complex is having **Rate Contract (RC)** with **M/s. Associate Road Carriages Ltd. (ARC) (Mobile # 91-96584 64295)** and **M/s. Balan Transport (Mobile # +91-94242 93692)** for transportation of goods to our Project. Hence, you may preferably book the consignment with the above transporters.
12. **WARRANTY** :- Standard **Warranty** required as **24 months from the date of fitment/ Commissioning / use of equipment OR 30 months from the date of dispatch of last consignment, 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 in to 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.**
13. **PRE-DISPATCH INSPECTION (PDI)** :- Initial inspection may be carried out before dispatch at consignee's discretion. Inspection schedule shall be drawn well in advance and the supplier shall give at least **15 days clear advance notice** for the consignee to carry out the 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.
14. **BANNING OF BUSINESS DEALING** :- For the evaluation of the tenders, NMDC would rely on the documents submitted and declarations made by the tenderer in connection with the tender. Therefore, NMDC expects such documents and declarations to be true and authentic. In case it is found, at any stage, that the documents submitted and / or the declarations made by a tenderer is/ are false, NMDC reserves its right, notwithstanding any other rights/ remedies under the terms and conditions of the tender, to ban business dealing with the tenderer **for a period upto two years.**
15. **PRICE PURCHASE PREFERENCE TO MAKE IN INDIA CLAUSE**:- Public Procurement Policy (Preference to Make in India) GOI Order No. P-45021/2/2017-B.E.-II dtd 15.06.2017 read with revised Order No. P-45021/2/2017-PP(BE-II) dtd. 16.09.2020 and subsequent amendments/orders, if any shall be applicable to this tender. Bidders are requested to fill the format as applicable as defined at Sr. No. 4 (a) of enclosed **Annexure-V. (Self Certificate regarding Local Content).**
16. **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.
17. **RISK PURCHASE** :- The subletting of contract is not permissible. If the suppliers fail to deliver the material within stipulated period due to no fault of the Corporation, then Corporation reserves the right to cancel the order and repurchase the outstanding portion from any sources at the risk cost and consequences of the seller.
18. 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.

19. Bidders shall submit complete technical specifications (including brochure if available) along with offer.
20. NMDC has registered with **M/s. RXIL** and **M/s. Invoicemart TReDS Platforms**. All MSE vendors should register themselves on any one of TReDS Platform for availing the facility of bill discounting on TReDS portal. If registered, please submit the details.
21. **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.
22. Bidders shall comply to all Environmental Laws & Contractual Commitments related to Environmental aspects.
23. The corporation reserves the right to reject or accept any tender in part or full without assigning any reasons, or place order for part 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.
24. **SETTLEMENT OF DISPUTES :-** All disputes or differences arising out of or in connection with this tender / order shall be subject to the exclusive jurisdiction of Dantewada/Jagdalpur courts.

24.1 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)
- (II) 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.

24.2 ARBITRATION :-

24.2.1. **FOR ALL THE TENDERS OTHER THAN GLOBAL TENDERS**

24.2.1.1 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, Bacheli Complex, Bacheli** (who will be the appointing authority), be referred for adjudication to the sole arbitrator to be appointed as hereinafter provided.

24.2.1.2 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.

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

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

24.3.3

24.3.3.1. 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.

24.3.3.2. 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.

24.3.4. 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.

24.3.5. 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.

25. **SECURITY DEPOSIT (SD) :- SECURITY DEPOSIT (SD):-** The supplier should submit **Security D**

deposit @ 5 % of Contract value within 21 days from the date of receipt of PO. The Security Deposit bears no interest and is refundable after satisfactory completion of the supply. Security Deposit can be submitted in form of **Demand Draft or Bank Guarantee** in prescribed form (as per format enclosed at **Annexure-VII**) valid for the Delivery Period plus three months.

The BG shall be submitted from any nationalized bank in India. The supplier should instruct their Banker to forward the original Bank Guarantee directly through bank to NMDC Limited, Bacheli Complex, Bacheli-494 553.

26. **PERFORMANCE BANK GUARANTEE (PBG) :-** The supplier should furnish a **Bank Guarantee** for **10 % of contract value** (format enclosed at **Annexure-VII**) valid for the **guarantee period + 03 months (Grace Period)** in support thereof while claiming balance payment towards satisfactory performance of the **items**.

The BG should be made through any nationalized bank in India. The supplier should instruct their banker to forward original Bank Guarantee directly from Bank to NMDC.

27. **Successful bidder should have to submit GAS filling permission form PESO.**

28. **MATERIAL TEST CERTIFICATE:-** Test Certificate should submit by successful bidder before dispatch the ordered DA Cylinders.

29. Above Techno-Commercial Terms & Conditions and details submitted by tenderer are Fixed & Final and will be considered for offer evaluation.

30. **The Terms and conditions stipulated in STC & SLA will supersede those in GTC and Terms and Conditions stipulated in ATC will supersede those in GTC and STC in case of any conflicting provision.**

Note :- 1. Tenderers are required to reply all commercial terms and conditions point wise and clause wise.

2. For any Techno-Commercial clarification against this tender please contact :-

Name & Designation :- **Mr. B. Lachu, AGM (Materials),**

Email :- **bld5materials@gmail.com; blachu@nmdc.co.in;**

Contact No.- **+91-75878 76642 / 93026 44393 (M)**

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---