

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	18-08-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	18-08-2026 11:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Steel
विभाग का नाम/Department Name	Nmdc Limited
संगठन का नाम/Organisation Name	Nmdc Limited
कार्यालय का नाम/Office Name	Donimalai Complex
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :diom_gemprimaryuser@nmdc.co.in Buyer Email id: shantha@nmdc.co.in
कुल मात्रा/Total Quantity	2820
वस्तु श्रेणी /Item Category	Automotive Diesel Fuel Conforming to IS 1460 (V2) (Q2)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
भागीदारी केवल गवर्नमेंट विक्रेता तक सीमित / Participation restricted to Government seller	Yes (This bid is reserved for participation only by Government sellers and hence Government sellers will be exempted from payment of Transaction charges)
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within 30 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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विभाजन/Splitting

विभाजन/Splitting Applied	Yes
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बोलीदाताओं की अधिकतम संख्या, जिनके बीच ऑर्डर विभाजित किया जा सकता है। / Maximum No. Of Bidders Amongst Which Order May Be Split	2
विभाजन मानदंड इस बात पर आधारित है कि कौन सी क्वांटिटी को वितरित किया जाएगा / Split Criteria based on which quantity will be distributed	The Corporation reserves the right to distribute the HSD quantity among the available bidders duly considering the underground tanker capacities and internal guidelines subject to matching of L-1 price on landed cost basis

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में है / Purchase Preference to MII sellers available upto price within $L1+X\%$	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in

which the buyer is registered.

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 and its subsequent Orders/Notifications issued by concerned Ministry. Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. 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 MSE 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.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. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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.

Automotive Diesel Fuel Conforming To IS 1460 (V2) (2820 kiloliter)

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

क्या मूल्य भिन्नता लागू है?/Whether Price variation applicable?	मूल्य परिवर्तन खंड(पीवीसी) /Price Variation Clause	मूल्य भिन्नता खंड दस्तावेज़/Price variation clause document
Yes	Rate quoted in tender is for evaluation purpose and rates ruling at the time of supply will be applicable	1d5677633925dc5b838e53ef79c92184.pdf

तकनीकी विशिष्टियाँ /Technical Specifications

[* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
General Requirements	Item	Automotive Diesel Fuel
	Material Requirements	As per clause 3 (Table 1) of IS 1460
Packing and Marking	Packing Size	As agreed between Buyer & Sellers
Others	Agree to provide all relevant documents, Test Report/Supporting document / reports etc to the buyer at the time of bidding or on demand during supply	Yes
	The diesel fuel shall be supplied suitable in containers prescribed by Petroleum and Explosives Safety Organization (PESO) from time to time	Yes

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Krishna S	583118,NMDC Limited, Donimalai Complex, Donimalai, Karnataka	2820	365

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Scope of Supply

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

3. Buyer Added Bid Specific ATC

ADDITIONAL TERMS AND CONDITIONS

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

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

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

SUBMISSION OF BIDS:

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

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

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

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

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

The date & time of opening of Part-B/ Priced-offer shall be opened along with technical & commercial evaluation of the Tender in the GeM Portal.

VERY IMPORTANT NOTE:

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

NO SEPERATE CLAIMS IN ANY RESPECT (LIKE- ADDITIONAL PAYMENT OF GST AMOUNT, CESS AMOUNT, EXEMPTION TOWARDS MSEs, EXEMPTION TOWARDS MII, ETC.) SHALL BE ENTERTAINED BY NMDC LTD IN THE EVAL

QUALIFICATION STAGE AT GEM PORTAL.

LIMITED TENDER ENQUIRY:

This is a Limited Tender Enquiry and participation against this tender is by invitation only. The invitation shall be sent by e-mail only. However, in case Manufacturer/OEM authorizes their Distributors / Dealers the offer of such firms will also be considered for evaluation subject to submission of valid authorization letter issued by Manufacturers / OEM failing which the offers shall be rejected. Other bidders will not be considered for this tender.

Prospective bidders, who are manufacturers and can supply the tendered items may apply to NMDC Limited for vendor registration with all credentials along with duly filled in application as per procedure available at 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 for issue of enquiries for future tenders.

It is limited tender enquiry. Only offers submitted by invited firms will be considered for evaluation purpose. Offers submitted by other bidders are liable for rejection.

1. PRICE:

The Price quoted for High Speed Diesel shall be on FOR Destination Basis up to Donimalai.

However, for comparison purpose, Basic price prevailing as on **28-07-2026 shall be mentioned online for HSD.**

Rate quoted in tender is for evaluation purpose and rates ruling at the time of supply will be applicable. However, discounts offered on the rate will be fixed for contract period. Suppliers need to submit price breakup along with offer.

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

TRANSPORT:

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

2. PAYMENT TERMS:

Running Advance shall be made time to time through E-mode. The Invoice amount including taxes and duties shall be adjusted / discounted from the advance made.

NOTE: The Tenderer should provide RTGS details duly attested by banker, in original or bank details should be printed in the Invoice while claiming payment.

3. **BANK CHARGES:** The supplier and buyer should bear their respective Bank charges.
4. **PAYING OFFICER:** DGM (Finance), NMDC Limited, Donimalai, Bellary District, Karnataka.
5. **DELIVERY PERIOD:** Delivery shall be on demand as and when required.
6. **Place of Delivery:** The ordered items should be delivered at NMDC Limited, Pellet Plant, Ranjitpura, Donimalai, Bellary District, Karnataka State.
7. **TECHNICAL DATA SHEET:**

The tenderer shall provide technical data sheet/clearly indicate quoted/regret items with complete technical specifications duly sign and seal for accessing technical suitability.

8. FORCE MAJEURE CLAUSE:

A Force Majeure (FM) means extraordinary events or circumstances beyond human control, such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause).

An FM clause in the contract frees both parties from contractual liability and obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not entirely excuse a party's non-performance but only suspends it for the duration of the FM. The firm must give notice of FM within a reasonable time as the conditions permit (say, not later than 14 days after its occurrence), and it cannot be claimed ex-post facto.

There may be an FM situation affecting the purchase organisation only. In such a situation, the purchase organisation is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (ninety) days, either party may, at its option, seek to terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

9. INSPECTION:

The Physical / final inspection will be carried out at project site / destination after receipt of the oil tanker as per the guidelines available with the buyer which was provided by the oil companies. The tanker shall be dispatched with tamper proof locks with keys at both the buyer and supplier depot in-charges. The locks keys shall not be accessible to the tanker crews at any point of time.

The inspection carried out shall be final & binding for both sides. In case of any dispute in the modalities and deviation from the standards norms the supply shall be detained for further inspection / clarification. In case of rejection either fully or partly on account of discrepancies and not settled for acceptance the tanker shall be taken back

and invoice be withdrawn. The amount adjusted shall be reverted to the account and credited back.

In case of any shortage in quantity in receipt, the same shall be recorded in the invoice by authorized representative and the tanker crew. The proportionate amount shortage shall also be remitted back to the buyer's account.

The freight and incidental charges for returning the rejected tanker with product shall be borne by the supplier. In case, rejected materials are not collected after receipt of rejection notice, no liability in respect of loss, damage, deterioration etc shall lie with the corporation.

10. VALIDITY:

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

11. QUANTITY DISTRIBUTION:

The Corporation reserves the right to distribute the High Speed Diesel quantity among the available bidders duly considering the underground tanker capacities and internal guidelines subject to matching of L-1 price on landed cost basis.

12. WITHDRAWAL OF TENDER:

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

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

13. RESERVATION OF RIGHTS TO REJECT / ACCEPT OFFERS:

The Corporation reserves the right to reject or accept any offer/bid in part or full without assigning any reasons, or place order for part or full quantity. The Corporation also reserves the right to cancel the Purchase Enquiry without any discussions / correspondence with the tenderer and also have the right to load on various parameters in case of deviations from the tender conditions at rates deemed fit without any discussions / correspondence with the tenderer.

14. TERMINATION/ SHORT-CLOSURE OF PURCHASE ORDER:

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

Order upto the date of termination.

15. BANNING OF BUSINESS DEALINGS:

For the evaluation of tenders, NMDC would rely on the documents submitted and declarations made by the bidder in connection with the tender. Therefore, NMDC expects such documents and declarations to be true and authentic. In case it is found, at any stage, that the document (s) submitted and / or the declaration (s) made by a bidder is / are false, NMDC reserves its right, notwithstanding any other rights/ remedies under the terms and conditions of the tender, to Ban Business Dealings with the bidder for a period of 06 Months to Three Years as per the decision of NMDC Limited.

The “Guidelines on Banning of Business Dealings” as applicable on the date of tender opening shall form part of the Tender/Contract. These guidelines are available on NMDC website.

16. LIMITATION OF LIABILITIES:

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

- a) The Supplier shall not be liable to the NMDC, whether in Purchase Order, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs and
- b) The aggregate liability of the Supplier to the NMDC, whether under the Purchase Order, in tort or otherwise including the cost of repairing or replacing defective equipment, shall not exceed the 100% (Hundred Percent) of the Purchase Order price plus escalation if applicable as per Purchase Order, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the NMDC with respect to copyright, patent infringement, workman compensation and statutory liabilities in general that at the NMDC may be required to additionally bear due to default of the Supplier.
- c) The aggregate liability of the NMDC to the Supplier, whether under the Purchase Order, in tort or otherwise, at any point of time during the execution, performance of the Purchase Order, shall not exceed the total Purchase Order Price less payments already released to the Supplier. In any event, the liability of the NMDC to the Supplier shall not exceed 100% of the Purchase Order Price plus escalations.
- d) However, any amount recoverable from the supplier under Risk & Cost shall not be restricted by the provision for Limitation of Liability.

17. SETTLEMENT OF DISPUTES:

A. APPLICABLE LAW:

This Agreement shall be construed and governed in accordance with the Indian substantive Laws.

B. AMICABLE SETTLEMENT:

1. 6.23.2.1 If any dispute arises between the NMDC and Supplier as specified in Purchase Order, the parties shall seek to resolve any such dispute or difference by mutual consultation/ amicable settlement process. The Supplier shall notify the NMDC of its intent to initiate an amicable settlement process within a period of 30 days from the date of notification of NMDC's/ Engineer's estimate of Supplier's claim.

For Purchase Orders where Integrity Pact is applicable and in case both the parties are agreeable, dispute may be tried to settle through mediation before the panel of IEMs in a time bound manner i.e. not more than five sittings.

The prevailing sitting fee of IEM as per Company rules shall be shared equally by the parties and expenses on travel and stay arrangements of IEMs, which shall be equal to that of Independent Board Member of NMDC, shall be shared equally.

2. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute may be settled through Conciliation / Arbitration / other remedies available under the applicable laws.

C. CONCILIATION

- I. If the parties fail to settle the disputes through amicable settlement process, the parties shall take recourse to the conciliation proceedings for resolving such dispute, question, claim or differences.
- II. A party ("claimant") shall notify the other party ("respondent") in writing about such a dispute it wishes to refer for Conciliation within a period of 30 days from the date of closing of Amicable Settlement process or 90 days from date of notification of NMD C's/ Engineer's estimate of Supplier's claim. Such Invitation for Conciliation shall contain sufficient information as to the dispute to enable the other party to be fully informed as to the nature of the dispute, amount of the monetary claim, if any, and apparent cause of action.
- III. The conciliation process shall be initiated by appointment of a Sole Conciliator or Conciliatory Committee. The Conciliatory Committee shall comprise of either Sole Conciliator or Conciliatory Committee comprising of three members, one member from each category i.e., Technical, Commercial and Legal. Conciliatory Committee shall be formed from the panel of experts maintained by NMDC. CMD, NMDC shall suggest three names to the Supplier to constitute the Conciliatory Committee within 30 days of receipt of notice for conciliation. The Supplier shall submit the consent for Conciliatory Committee within 14 days of receipt of recommendation from NMDC.
- IV. The selection of Sole Conciliator or the Conciliatory Committee shall be decided based on the claim amount and guidance on the same is provided below. Number of conciliators depending on the claim amount is detailed in the table below:

Claim Amount (excluding Interest)	Number of Conciliator/s
Upto Rs. 2 crores	Sole Conciliator to be appointed
Above Rs. 2 crores up to Rs. 250 Crores	Conciliatory Committee to be appointed

- V. The above committee shall conduct the conciliation proceedings in accordance with the provisions of Arbitration and Conciliation Act 1996 and its amendment thereof. The venue of the conciliation shall be at Hyderabad.

- VI. In the case of any vacancy the CMD, NMDC shall suggest name(s) for substitution on the Conciliatory Committee. The Supplier shall submit the consent within 14 days. Failure of Supplier's consent within 14 days shall be considered as deemed acceptance of the suggested member(s) by the Supplier.
- VII. Upon constitution of the Conciliatory Committee, Law Department of NMDC will issue the appointment letters to Conciliatory Committee members and inform same to the parties concerned.
- VIII. The Conciliatory Committee members shall give a declaration of independence and impartiality to both the parties before the commencement of the Conciliatory Committee proceedings.
- IX. Conciliator's Fee (As per SCOPE Forum for Conciliation & Arbitration – SFCA): Each Conciliator's fee will be fixed with regard to the amount in dispute including determined interest in each case to be shared equally by the parties as under;

Up to Rs. 5 Lakhs	Rs.30,000/-
From Rs.5 Lakhs one to Rs. 25 Lakhs	Rs. 30,000/- + Rs.2000/- per lakh or part thereof subject to a ceiling of Rs. 70,000/-
From Rs.25 Lakhs one to Rs. 1 Crore	Rs. 70,000/- + Rs.2000/- per lakh or part thereof subject to a ceiling of Rs. 2,22,000/-
From Rs. 1 Crore one to Rs. 5 Crore	Rs. 2,20,000/- + Rs.30,000/- per Crore or part thereof subject to a ceiling of Rs. 3,40,000/-
From Rs. 5 Crore one to Rs. 10 Crore	Rs. 3,40,000/- + Rs.25,000/- per Crore or part thereof subject to a ceiling of Rs. 4,65,000/-
From Rs. 10 Crore one to Rs. 50 Crore	Rs. 4,65,000/- + Rs.20,000/- per Crore or part thereof subject to a ceiling of Rs. 12,65,000/-
Over Rs. 50 Crore	Rs. 12,65,000/- + Rs.10,000/- per Crore or part thereof subject to a ceiling of Rs. 25 lakh

In addition to the above, each Conciliator will be entitled to receive fee for study of the pleadings, case material, writing of the award etc. With regard to the amount in dispute in each case to be shared equally by the parties as under:

Up to Rs. 5 Lakhs	Rs.10,000/-
From Rs.5 Lakhs one to Rs. 25 Lakhs	Rs. 20,000/-
From Rs.25 Lakhs one to Rs. 1 Crore	Rs. 30,000/-
From Rs. 1 Crore one to Rs. 5 Crore	Rs. 40,000/-

From Rs. 5 Crore one to Rs. 10 Crore	Rs. 50,000/-
From Rs. 10 Crore one to Rs. 50 Crore	Rs. 60,000/-
Over Rs. 50 Crore	Rs. 70,000/-

Note 1: In the event where the dispute does not involve monetary claim or disputed amount has not been quantified / indicated Conciliator's fee will be consolidated Rs 1.00 Lakh inclusive of fee for study of the pleadings, case material and writing of the award etc.

Note 2: In the event where the dispute does not involve monetary claim or disputed amount has not been quantified / indicated, administrative fee will be Rs. 65,000/-

Note 3: In the event, the Conciliation Committee is of a sole Conciliator in place of three or more Conciliators, he shall be entitled to receive an additional amount of 25% on the fee payable as per the table set out above.

- X. Upon acceptance of the invitation to conciliate, the respondent shall submit its counter claim, if any, within a period as specified by the Conciliatory Committee.
- XI. The parties may consider filing their claims and counterclaims with details as mentioned below. However more details may be requested during the Conciliation process by either party or by Conciliatory Committee which needs to be complied with promptly:
- a) Chronology of the dispute
 - b) Brief of the Purchase Order
 - c) Brief history of the dispute
 - d) Issues
 - e) Details of Claim(s)/Counter Claim(s) supported by documents and other evidence deemed appropriate
 - f) Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of Purchase Order)
 - g) At any stage of the conciliation proceedings the conciliator or Conciliatory Committee may request a party to submit to him such additional information as he deems appropriate.
- XII. Conciliatory Committee will commence its meetings only after completion of the pleadings.
- XIII. The parties shall be represented by their in-house employees/executives. Ex-officers of NMDC who have handled the dispute matter in any capacity are not allowed to attend and present the case before Conciliatory Committee on behalf of Supplier. However, ex-employees of parties may represent their respective organizations.
- XIV. Solicitation or any attempt to bring influence of any kind on either Conciliatory

- XV. Committee Members or NMDC is completely prohibited in conciliation proceedings and NMDC reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Supplier or its representatives.
- XVI. Conciliator or Conciliatory Committee as the case may be, shall do detailed analysis of claims based on the pleadings and contentions of the parties, and make a proposal for settlement to both the parties with possible terms of settlement. Both the parties shall submit their respective consent or objections to the Conciliator or the Conciliatory Committee within the time limit prescribed by the Conciliator or Conciliatory Committee. Considering the response of the parties, the Conciliator or Conciliatory Committee shall attempt to bring about Conciliation between the Parties. Thereafter, the Conciliator or Conciliatory Committee based on the outcome of such an attempt make its final report of Conciliation or failure as accepted by the parties and submit it to CMD, NMDC. Both parties may give effect to the Conciliation Report at the earliest.
- XVII. 6.23.3.16 Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of Conciliatory Committee recommendations and 30 days thereafter in any further proceeding.
- XVIII. Either party shall refer any dispute for Arbitration or judicial proceedings if the conciliation process has failed.
- XIX. Confidentiality: The Conciliator or Conciliatory Committee and the parties must keep confidential of all matters relating to the conciliation proceedings. Confidentiality extends also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement.

D. ARBITRATION:

- I. All disputes or differences which may arise between the NMDC and Supplier in connection with this Purchase Order (other than those in respect of which the decision of any person is expressed in the Purchase Order to be final and binding) and Excepted Matters, shall, after written notice by either party ("claimant") **within sixty (60) days** of failure of conciliation to the other ("respondent") and to the Chairman cum managing Director of the NMDC Ltd. (who will be the appointing authority), be referred for adjudication to the sole or three (3) Arbitrator(s) to be appointed as hereinafter provided. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
- II. A person of any nationality may be an arbitrator, unless otherwise agreed by the parties. Appointment of sole arbitrator or 3 arbitrators shall depend on the claim value as defined below:

Claim Amount (excluding Interest)	Number of Arbitrator/s
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Claim Amount – upto 25% of Purchase Order value (Above claim amount shall be within the limits of Rs. 50 Lakhs and up to Rs. 5 crores)	Sole Arbitrator to be appointed
Claim Amount – upto 25% of Purchase Order value (Above claim amount shall be within the limits of Rs. 5 crores and upto Rs. 100 crores)	3 Arbitrators to be appointed

Refer clause No. 6.23.4.7 for claim amount exceeds the above referred percentage of 25% of Purchase Order value or maximum value of total claim value of Rs.100 crores.

III. **Appointment of Sole Arbitrator:**

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 the work, to the Supplier who will select any one of the persons named to be appointed as a sole Arbitrator and intimate its selection within 30 days of receipt of names. If the appointing authority fails to send to the Supplier the panel of three names, as aforesaid, within the period specified, the Supplier 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 accordingly, the Supplier shall be entitled to invoke the provisions of the Indian Arbitration and Conciliation Act 1996 as amended from time to time.

IV. **Appointment of 3 Arbitrators:**

In case of 3 Arbitrators one arbitrator shall be selected by each party and notified the other party within a period of 30 days from the notice of invoking arbitration. The two individual selected arbitrators shall then select the 3rd Arbitrator, who shall be the presiding arbitrator, within additional period of 30 days. All the three Arbitrators selected as aforesaid shall be independent. If a party fails to appoint an arbitrator within thirty days from the receipt of a request to do so from the other party; or the appointed arbitrators fail to agree on the presiding arbitrator within thirty days from the date of their appointment, the appointment shall be made, upon request of a party.

V. The fees of Arbitrators will be guided by Schedule IV of Arbitration and Conciliation Act, 1996 and any amendment thereof or both the parties can negotiate on the Fees before the commencement of Arbitration proceedings.

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

The arbitral tribunal shall give reasons for its award. Each party shall bear its own cost and the cost of arbitration shall be equally borne by each party. 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 commence or maintain any suit or legal proceeding concerning any dispute under this agreement until the dispute has been determined in accordance with the arbitration proceeding provided for herein and

d then only to enforce or facilitate the execution of an award rendered in such arbitration.

- I. Notwithstanding anything above, the mechanism for settling the dispute through Arbitration may be considered in cases where the disputed amount or the amount of all claims put together does not exceed 25% of the Purchase Order value or maximum of disputed claim amount shall not exceed Rs.100 crores whichever is lower. In case the disputed amount exceeds the above referred percentage of 25% of Purchase Order value or maximum value of total claim value of Rs.100 crores, the parties shall be within their rights to take any other recourse / remedies that may be available to them under the applicable laws other than Arbitration also after providing prior intimation to the other party.
- II. Parties agree that neither party shall be entitled for any pre-reference or pendente-lit interest, i.e. date of cause of action till the date of the Award by the Arbitral Tribunal. Parties agree that claim for any such interest shall not be considered and shall be void. The Arbitral Tribunal shall have no right to award pre-reference or pendente-lit interest in the matter.
- III. The laws applicable to the Purchase Order shall be the laws in force in India. The Courts of Hyderabad, Telangana State shall have exclusive jurisdiction in all matters arising under this Purchase Order. The seat, place and venue of the arbitral proceedings shall be Hyderabad, Telangana State, India.
- IV. "In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial Purchase Order(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/F TS- 1835 dated 22-05-2018 or any additional notifications / guidelines thereof by Ministry of Heavy Industries and Public Enterprises or Ministry of Steel.
- V. Arbitration in respect of Purchase Orders, with foreign parties for value of more than Indian Rs. 50 lakhs and up to Indian Rs. 50 crores shall be governed by the Rules of Indian Council of Arbitration (ICA). Arbitration with foreign Supplier or in consortium Purchase Orders (including foreign Supplier), where the Purchase Order value is more than Indian Rs. 50 crores shall be governed by the Rules of Arbitration of International Chamber of Commerce (ICC), Paris. The seat, place and venue of the arbitral proceedings shall be Hyderabad, Telangana State, India.
- VI. Parties further agree that following matters shall not be referred to Conciliation and Arbitration;
 - a. Any claim, difference or dispute relating to, connected with or arising out of NMDC's decision to initiate any proceedings for suspension or banning, or decision to suspend or to ban business dealings with the Bidder/Supplier and /or with any other person involved or connected or dealing with bid/ Purchase Order/ bidder/ Supplier.
 - b. Any claim, difference or dispute relating to, connected with or arising out of NMDC's decision under the provisions of Integrity Pact executed between the NMDC and the Bidder/ Supplier.
- VII. The applicable interest on arbitral award i.e., from the date of award till the date of actual payment, shall be @ daily average of SBI MCLR + 1%.

18. CONFIDENTIALITY:

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

19. DEVIATIONS:

- No deviation in technical specifications offered is permitted.
- No deviation in ADDITIONAL TERMS & CONDITIONS is permitted.

However, for exceptional reasons if any deviation is felt necessary by the firm, it must be clearly indicated along with reasons. Acceptance of deviations is strictly at the discretion of NMDC.

20. PREFERENCE TO MAKE IN INDIA:

“Public Procurement Policy (Preference to Make in India) GOI Order no. P-45021/2/2017-B.E.-II dtd. 15/06/2017 read with revised Order No. P-45021/2/2017-PP(BE-II) dtd. 16.09.2020 and subsequent amendments/orders, if any, shall be applicable to this tender. Bidders are requested to fill the format as applicable as per enclosed **Annexure - III**, duly sealed and signed by authorized person in Part B. **IN ABSENCE OF SELF-CERTIFICATE REGARDING LOCAL CONTENT DECLARATION THE OFFER WILL BE LIABLE FOR REJECTION.**

21. BORDER SHARING:

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

22. INTEGRITY PACT:

The tenderer must require to accept the “Integrity Pact” enclosed along with the tender document as per **Annexure-V& VI** and shall submit the same duly signed along with the offer in a separate sealed envelope duly superscribed with “ Integrity Pact”. **Offer of the tenderer received without duly signed Integrity Pact will not be considered.**

The procedure for submission of integrity pact would be as follows

- The Indian bidder should submit the integrity pact on Letter Head of Tenderer duly signed by the authorized representative on all pages.
- In case of overseas bidder, the bidder shall submit the integrity pact on his company's letter head duly signed by the authorized representative.
- If the bidder/contractor is a partnership or a consortium, the integrity pact shall be signed by all the partners or consortium members.
- At the time of tender opening, the envelope containing the integrity pact will be opened and signed by the tender issuing officer or his authorized nominee.
- All the pages of the integrity pact should be signed by both, the principal as well as the bidder.
- The bidder should not change the contents of the integrity pact.
- The principal or his representative will sign the Integrity pact after opening of the Tender.

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

Sl. No.	Name of the External Independent Monitor
1)	Smt. Rajni SekhriSibal, IAS (Retd.) Email: rajnisekhrisibal@gmail.com
2)	Shri . P V Rao, IRS (Retd.) E-mail: pasupuletirao@yahoo.co.in
3)	Shri Dharam Chand Jain, IPS (Retd.) E-mail: jaindharam@hotmail.com

23. COMPLIANCE TO SA8000:

Our Company is certified under SA8000 and as such you are required to confirm y our company should comply asper the standards in Annexure-VIII.

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SPECIAL NOTE FOR MSE VENDORS:

NMDC has registered with M/s RXIL, M/s Invoicemart (A.TReDS Ltd), M/s M1xchange, M/s C2TReDS &M/s KredX portals for releasing MSE vendor's payment through TReD S portal.

All MSE vendors are requested to register on any one of the portal to release paymen t through TReDS Portal.

In case any MSE vendor is not willing to process their payment through TReDS portal , that vendor should confirm non willingness. In such case, payment will be released as per NMDC standard payment terms"

Contact Details:

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

I HEREBY DECLARE THAT I HAVE ACCEPTED ALL TERMS AND CONDITIONS MENTIONED IN THE TENDER WITHOUT ANY DEVIATION

SIGNATURE OF BIDDER

4. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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. 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.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The

Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/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.

---धन्यवाद/Thank You---