

Bid Document

Bid Details	
Bid End Date/Time	26-08-2021 15:00:00
Bid Opening Date/Time	26-08-2021 15:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	60 (Days)
Ministry/State Name	Ministry Of Steel
Department Name	Nmdc Limited
Organisation Name	Nmdc Limited
Office Name	Hyderabad
Total Quantity	2
Item Category	COUNTER SHAFT & PINION ASSEMBLY PART NO. 94399782 FOR SYMONS CONE CRUSHER 7 FEET SH HD MODEL , GEAR SUB ASSEMBLY PART NO. 94399592 FOR SYMONS CONE CRUSHER 7 FT STD AND SH HD MODEL E769 & E770
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	Yes
Primary product category	GEAR SUB ASSEMBLY PART NO. 94399592 FOR SYMONS CONE CRUSHER 7 FT STD AND SH HD MODEL E769 & E770
Time allowed for Technical Clarifications during technical evaluation	7 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	10.00

Duration of ePBG required (Months).

12

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

MATERIAL MANAGEMENT DEPARTMENT

NMDC LIMITED, BIOM KIRANDUL COMPLEX, KIRANDUL PO-494556, DIST- DANTEWADA SOUTH BASTAR, C.G.

(Nmhc Limited)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference

Yes

MSE Purchase Preference

MSE Purchase Preference

Yes

1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

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.

COUNTER SHAFT & PINION ASSEMBLY PART NO. 94399782 FOR SYMONS CONE CRUSHER 7 FEET SH HD MODEL (1 set)

(Minimum 50% Local content required for MII compliance)

Brand Type

Unbranded

Technical Specifications

Buyer Specification Document	Download
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Mohammad Mehboob Ullah	494556,NMDC LTD, KIRANDUL COMPLEX, BAILADILA,KIRANDUL PO, CHATTISGARH	1	300

GEAR SUB ASSEMBLY PART NO. 94399592 FOR SYMONS CONE CRUSHER 7 FT STD AND SH HD MODEL E769 & E770 (1 set)

(Minimum 50% Local content required for MII compliance)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Mohammad Mehboob Ullah	494556,NMDC LTD, KIRANDUL COMPLEX, BAILADILA,KIRANDUL PO, CHATTISGARH	1	300

Buyer Added Bid Specific Additional Terms and Conditions

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

3. 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.
4. Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.
5. Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 15 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.
6. Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS

1. BID SECURITY DECLARATION:

Bidders are required to submit Bid Security Declaration in your company letter head as per below Annexure format. Offers without Bid Security Declaration as per prescribed format shall be liable for rejection.

ANNEXURE-BID SECURITY DECLARATION (In Bidder's letter head)

I/We------(Name of the firm/bidder)
hereby confirm my/our acceptance against the tender-----

----(tender reference Number, date and short description of the items) that in case of any of the following situations, our firm will be suspended for a period of two years for submission of bids for tenders/contracts with NMDC Limited).

1. Withdraw or modify the bid during the period of validity (or)
2. Fail to enter into Contract Agreement (as applicable). In case of award of work (or)
3. Fail to submit contract Performance Guarantee /Security Deposit before the deadline as specified in the bid documents.

Signature of the tenderer(s) with date and seal

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2. ACCEPTABLE MAKE: METSO/FLSMIDTH/SANDIK/THYSSENKRUPP.

A valid tender specific authorization certificate from the OEM to be submitted in case of distributor / dealer / agency/ partner submitting their offer or else, their offer shall be rejected without any further communication.

3. VALIDITY:

Your offer should be initially kept valid for 120 days from the date of tender opening and to be extended for further period if necessary.

4. MATERIAL TEST CERTIFICATE:

Material test certificate confirming all the material properties issued from any approved Lab / Test house has to be submitted along with the dispatch documents, without any extra charges on us.

5. PRE-DISPATCH INSPECTION & FINAL INSPECTION:

- a) Initial inspection may be carried out before dispatch at consignee's discretion by NMDC's representative. The Inspection schedule shall be drawn well in advance and the supplier shall give at least 15 days advance notice for the inspector to carry out the inspection. For inspection procedure or waiver of inspection you may contact the consignee directly.

- b) However, 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.

6. WARRANTY:

Standard warranty required as 12 months from the date of fitment/satisfactory installation & commissioning of materials or 18 months from the date of despatch, 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 confirming to specifications shall be rejected and returned to the supplier at their risk and cost.

7. PERFORMANCE 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 plus three months claim period. Please note that the original BG should be forwarded through bank directly to us.

8. SUBMISSION OF DRAWING:

Firm has to submit acceptance for submission of drawings for approval before start manufacturing.

9. FORM, FITMENT AND FUNCTIONAL GUARANTEE:

The firm shall provide Form, fitment and functional guarantee. Supplied item should be one to one replacement of the item in use and should fit in equipment without any modifications.

10. LIMITATION OF LIABILITIES: Except in cases of criminal negligence of willful non- performance or willful 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 use, loss of production, or loss of profits or interest costs.

And

(b) the aggregate liability of the supplier/ contractor to the employer, whether under the contract, in tort or otherwise including the cost of repairing or replacing defective equipment, shall not exceed the 100% (hundred percent) of the contract price plus escalation if applicable as per contract, provided that this limitation shall not apply to any obligation of the contractor to indemnify the employer with respect to copyright, patent infringement, workmen compensation and statutory liabilities in general that the employer may be required to additionally bear due to default of the supplier/ contractor.

11. COMPLIANCE TO SA8000: -

Our Company is certified under SA8000 and as such you are required to confirm your company is complying to the SA8000 standards.

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Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. 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](#)

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.

---Thank You---