



**NMDC LIMITED**  
**(A GOVERNMENT OF INDIA ENTERPRISE)**  
**DONIMALAI IRON ORE MINE, DONIMALAI TOWNSHIP – 583 118,**  
**SANDUR (TQ), BELLARY (DIST), KARNATAKA (STATE)**

CST: 80250348 DTD: 06.10.1989  
KST: 80200345 DTD: 06-10-1989  
**GSTIN NO: 29AAACN7325A1ZR**

PHONE: 08395-274630  
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E-mail: diommaterials@nmdc.co.in

**PURCHASE ENQUIRY E-TENDER NOTICE**

**Event No. NMDC/Donimalai/133/19-20/ET/469**

REF.NO.DNM/MM/55GN415/256/00/12140

Date: 16.09.2019

We intend to procure following items. You are requested to submit your bids for the same in e-procurement portal of M/s MSTC Limited. Website address for online submission of bids is [http://www.mstcecommerce.com/eprochome/nmdc/buyer\\_login.jsp](http://www.mstcecommerce.com/eprochome/nmdc/buyer_login.jsp).

**All Vendors are requested to submit bids as per the following time schedule:**

TENDER VIEW DATE & TIME	16.09.2019 TIME: 12:00 PM
EVENT START DATE & TIME	16.09.2019 TIME: 12:30 PM
EVENT CLOSE DATE & TIME	04.10.2019 TIME: 10:30 AM
TENDER OPENING DATE & TIME	04.10.2019 TIME: 03:00 PM

Note: Tenders received after due date and time of submission will be rejected.

**SCHEDULE OF TENDER (SOT):**

1. TENDER NO. & Date	<b>DNM/MM/55GN415/256/00/12140 Date: 16.09.2019</b>
2. MSTC Ref NO.	<b>Event No. NMDC/Donimalai/133/19-20/ET/469 Dtd.16.09.2019</b>
3. Name of Work	<b>“LED LIGHT FIXTURES”-02 ITEMS</b> to our Donimalai Iron Ore Mine, Donimalai Complex, Bellary (Dist), Karnataka (State) 583 118.
4. MODE OF TENDER	e-Procurement System <a href="http://www.mstcecommerce.com/eprochome/nmdc/">http://www.mstcecommerce.com/eprochome/nmdc/</a>
5. Contact Persons at NMDC:	<b>Mr Prodipta Mondal</b> Email: <a href="mailto:diommaterials@nmdc.co.in">diommaterials@nmdc.co.in</a> Landline No: <b>08395- 232878</b>
6. Date of NIT available for parties to download	<b>16-09-2019 12:00 PM</b>
7. Earnest Money Deposit	<b>Earnest Money Deposit (EMD): NIL</b>
8. <u>Date of Starting</u> of e-Tender for Submission of online Techno- Commercial Bid and price Bid	<b>16-09-2019 12:30 PM</b> At <a href="http://www.mstcecommerce.com/eprochome/nmdc/">http://www.mstcecommerce.com/eprochome/nmdc/</a>
9. <u>Date of closing</u> of online e-tender For submission of Techno-Commercial Bid & Price Bid.	<b>04-10-2019 10:30 AM</b>

10. <u>Date &amp; time of opening</u> of Part-A, Part-B & Part-C (i.e. Part-A: Common Terms; Part-B: Technical Terms, Part-C: Price Bid)	<b>04-10-2019 3:00 PM</b>  <b>(Part A, B and C) will be opened on the same date (i.e. 04.10.2019)</b>
11. Validity of offer	<b>120 days from the date of opening the tenders Opening</b>

**NOTE:** While submitting your offer, you are requested to confirm the Category under which your company is registered as per Micro, Small and Medium Enterprises Development Act 2006. Whether **(a)** Entrepreneur of MSME **(b)** Women Entrepreneur of MSME **(c)** SC/ST Entrepreneur of MSME. If so, submit the valid documentary evidence to the effect from the concerned Authorities for the items quoted by you, details of e-mail, and contact person.

**SPECIAL NOTE:**

1. THE BIDDING AGAINST THE TENDER WILL BE ONLY THROUGH ONLINE MODE ONLY. SEALED PAPER QUOTATIONS WILL NOT BE CONSIDERED.
2. **ALL VENDORS ARE REQUESTED TO SUBMIT BIDS ON 'FOR-DESTINATION' PRICE ONLY.**
3. AS WE ARE ELIGIBLE FOR GST INPUT CREDIT FOR OUR PRODUCTION ITEMS AS APPLICABLE AS PER GST ACTS, THIS AMOUNT SHALL BE DEDUCTED FROM THE ABOVE DESTINATION COST FOR BID EVALUATION/COMPARISON PURPOSES. HENCE, THE TENDERERS MAY QUOTE THEIR PRICES ACCORDINGLY INDICATING APPLICABLE GST SEPARATELY.

**4. NOTE FOR MICRO AND SMALL ENTERPRISES (MSE'S)**

**(A) As per public procurement policy for MSEs order 2012, declaration of UAM No. on Central Public Procurement Portal is mandatory for MSEs to avail various benefits/exemptions applicable to MSEs.**

**(B) The MSEs should upload their Udyog Aadhar Memorandum (UAM) certificate in the 'upload documents' section of our portal while submitting the online offer.**

**Encl:** (1) Important Instructions for E-procurement at Annexure-I  
(2) Detailed Technical Specifications at Annexure-II  
(3) General Terms & Conditions at Annexure-III  
(4) GST Price Bid format at Annexure-IV  
(5) Bidding Check List at Annexure-V

## ANNEXURE-I

### Important Instructions for E-procurement

#### 1. Process of E-tender:

- A. Registration:** The process involves Contractors registration with MSTC Limited e-procurement portal ([www.mstcecommerce.com](http://www.mstcecommerce.com)) which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Contractor should possess Class III signing type digital certificate. Contractors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC Limited is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

**SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <http://www.mstcecommerce.com/eprochome/nmdc/>**

- I. Contractors are required to register themselves online with <http://www.mstcecommerce.com/eprochome/nmdc/> → Register as Vendor (Contractors) Filling up details and creating own user id and password → Submit.
- II. Contractors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact MSTC Limited, (before the scheduled time of the e- tender).

Contact Persons at MSTC:	<b>Salomie Keziah.K</b> , MSTC Ltd., OFFICER ON SPECIAL DUTY <b>MOBILE NO.</b> <b>7760109585/8105319977/8971476454</b> <b>E-mail: <a href="mailto:karwalsalomie99@gmail.com">karwalsalomie99@gmail.com</a></b>	<b>Mr. Prodipta Mondal</b> , Dy. Manager (Elect.) Materials NMDC LTD., Donimalai Township <b>(Mobile No. 9481310974)</b> Email: <a href="mailto:diommaterials@nmdc.co.in">diommaterials@nmdc.co.in</a> <b>Landline No: 08395- 232878</b>
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#### **B. System Requirement:**

- I. Windows 98 /XP-SP3 & above/Windows 7 Operating System
- II. IE-7 and above Internet browser
- III. Signing type digital signature - Class 3.
- IV. JRE 8 update 144 and above software to be downloaded and installed in the system.
- V. To enable ALL active X controls and disable “use pop up blocker” under Tools→Internet

1.	Options→ custom level <b>FOR DETAILS PLEASE GO THROUGH THE VENDOR GUIDE AND THE VIDEO UNDER “VIEW VIDEO” LINK AT <a href="http://www.mstcecommerce.com/eprochome">www.mstcecommerce.com/eprochome</a></b> <b>1.Vendor Guide Link</b> <a href="http://www.mstcecommerce.com/eprochome/UserManualVendor.pdf">http://www.mstcecommerce.com/eprochome/UserManualVendor.pdf</a> <b>2. Video Link.</b> <a href="http://www.mstcecommerce.com/auctionhome/RenderFileViewVideo.jsp?file=IE-Configuration.mp4">http://www.mstcecommerce.com/auctionhome/RenderFileViewVideo.jsp?file=IE-Configuration.mp4</a>
2.	Part A, B & C (i.e. Bids of Common terms (Annexure-II), Technical terms (Annexure-III)) and Price-Bid) will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid. <b>Note:</b> The Bidders are advised to offer their most competitive prices while submitting the price bid.
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	Bidders are instructed to use <b>Attach Documents</b> through the attach document button present under event number selected. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB. For further assistance please follow instruction of vendor guide( <a href="http://www.mstcecommerce.com/eprochome/UserManualVendor.pdf">http://www.mstcecommerce.com/eprochome/UserManualVendor.pdf</a> )

5.	All notices and correspondence to the bidder(s) shall be sent through email during the process till finalization of tender by NMDC Ltd. Hence the bidders are required to ensure that their email I.D. provided is valid and updated at the stage of registration of vendor. Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
6.	<p>(I) Please note that there is no provision to take out the list of parties who are downloading the Tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. <b>The responsibility of downloading the related corrigenda, if any, will be that of the bidders.</b></p> <p>(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to bidders who have downloaded the documents from web site. Please see website <a href="http://www.mstcecommerce.com/eprochome/nmdcof">www.mstcecommerce.com/eprochome/nmdcof</a> MSTC Ltd. or <a href="http://www.nmdc.co.in">www.nmdc.co.in</a> of NMDC Ltd</p>
7.	E-tender cannot be accessed after the due date and time mentioned in NIT, if not previously extended.
8.	<p><b>Bidding in e-tender:</b></p> <ol style="list-style-type: none"> <li>The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</li> <li>The bidder(s) can submit their Techno Commercial Bids and Price Bid through internet in MSTC Ltd website <b>www.mstcecommerce.com/eprochome/nmdc</b>→Vendor Login→My menu→Auction Floor Manager→live event →Selection of the live event→Techno Commercial Bid.</li> <li>The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno- Commercial bid. If this application is not run then the bidders will not be able to save/submit his/her bid.</li> <li>After filling the Techno-Commercial Bid, bidders should click, save for recording their Techno- Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidders should click on “save” to record their price bid. Then once both the Techno-Commercial bid &amp; price bid has been saved, the bidders can click on the “Submit” button to register their bid</li> </ol> <p><b>NOTE: - The Techno-Commercial Bid &amp; price bid cannot be revised once the submit button has been clicked by the bidders.</b></p> <ol style="list-style-type: none"> <li>In all cases, bidders should use their own ID and Password along with Digital Signature at the time of submission of their bid.</li> <li>During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else. The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above. All electronic bids submitted during the e-tender process shall be legally binding on the bidders. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by NMDC Ltd will form a binding contract between NMDC Ltd and the Bidder for execution of work. Such successful bidder shall be called hereafter <b>Contractor</b>.</li> <li>It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</li> <li>NMDC Ltd reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any</li> </ol>

	<p>reason thereof.</p> <p>a. e. No deviation in the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms &amp; conditions of the tender.</p> <p>Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
9.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein as well as in the tender document.
10.	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature
11.	The bidders must upload all the documents required as per terms of NIT. Any other Document uploaded which is not required as per the terms of the NIT shall not be considered.
12.	The bid will be evaluated based on the filled-in technical & commercial formats.
13.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, Punitive action including suspension and banning of business can also be taken against defaulting bidders.

**ANNEXURE-II**

**TECHNICAL SPECIFICATIONS OF LED LIGHT FIXTURES**

Sl. No.	Item Code	Item Description	UOM/ Req. Qty.	Remarks
1	55G 405710	Revolving flash light red colour made up polycarbonate dome, 220Volts, 50-100mm dia, impact resistance body.  <b>Make: Bajaj/Wipro/CGL/Osram/GE</b>	62 Nos.	Agree Only
2	55G 843716	Helios 18W round recess LED light fitting, Rated voltage-230v, 18W, Outer Dimension-152mm, Cutout Dimension-130 mm, Height-105 mm.  <b>Note: The LED and driver shall be repairable or atleast replaceable.</b>  <b>Make: Bajaj/Wipro/CGL/Osram/GE</b>	20 No.	Agree Only
<b><u>Note:</u></b> All the Fittings has to be supplied with all standard accessories like drivers, reflectors, etc., in ready to use condition. <b>All the above fittings are for industrial use.</b>				

**ANNEXURE-III**  
**(GENERAL COMMERCIAL TERMS & CONDITIONS)**

Any person signing the tender form or any documents forming part of the contract shall be deemed to have necessary authority on behalf of the tenderer and if it subsequently comes to light that the person so signing 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.

**ONE BID PER BIDDER**

The tender documents are non-transferable and shall be used only by the party to whom it has been issued. Each bidder shall submit **only one bid** for one work. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in case of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified. **However, the bidder shall submit separate price bids for each of the work.**

In case the tenderer is forwarding the tender to the authorized dealer/distributor/subsidiaries for submitting on their behalf, intimation to the effect is to be sent so as to reach us well in advance, so that the offer could be considered. In the absence of such intimation, the offer will be treated as ' Unsolicited ' and will not be opened.

**BANNING OF BIDDER:**

***BANNING OF BUSINESS DEALING WITH THE TENDERER: 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 dealings with the tenderer for a period up to two years.***

**1. SUBMISSION OF BIDS: (Through E-Procurement)**

- A. LIMITED VENDORS TO WHOM TENDER WAS FLOATED:** The bids shall be submitted as per the item details in **Annexure-III** to this document- Initially, "Common Terms" are to be accepted with remarks as specified at **Annexure-V (Part-A)**, thereafter "Technical terms" are to be accepted for each of the item quoted as per **(Part B) of Annexure-II**. The Price shall be submitted online through "Price" tab as per the price schedule given in **(Part-C) of Annexure-IV**. Any relevant documents like Technical Literature etc., as applicable, may be submitted online through "Attach Documents".

- B. ANY OTHER INTERESTED BIDDER:** Apart from limited vendors to whom tender was floated any other interested bidder can also participate in the tender provided, the specifications offered should exactly match with the specifications contained in the tender and the bidder should satisfy the **PRE QUALIFICATION CONDITIONS** as indicated below:

- 1. THE TENDERER CAN BE MANUFACTURER & / OR ITS AGENT(S) VIZ. DISTRIBUTOR, DEALER, CHANNEL PARTNER, MARKETING/TRADING HOUSES OR BY WHATEVER OTHER NAME IS KNOWN.**
- 2. A VALID AUTHORISED DEALERSHIP / TIE UP/AGENCY/ PARTNERSHIP CERTIFICATE FROM THE MANUFACTURER TO BE SUBMITTED IN CASE OF DISTRIBUTOR / DEALERS/AGENCIES/ PARTNERS ETC.**
- 3. PROOF OF SUPPLY OF ATLEAST 50% OF THE TENDER QUANTITY FOR EACH ITEM OF SAME OR HIGHER SPECIFICATIONS TO BE SUBMITTED DURING LAST 5 YEARS ENDING LAST DAY OF THE MONTH PREVIOUS**

TO THE ONE IN WHICH TENDERS ARE TO BE SUBMITTED. ALSO PERFORMANCE CERTIFICATE FROM ANY OF YOUR CUSTOMERS TO WHOM THE BIDDER HAD SUPPLIED IS TO BE FURNISHED MEETING THE ABOVE CRITERIA.

4. A SELF CERTIFICATE THAT THE PERFORMANCE OF THE SUPPLIES, AGAINST THE PAST PURCHASE ORDERS'S EXECUTED TO THEIR OTHER CUSTOMERS, IS SATISFACTORY & THAT THE FIRM IS NOT BLACK LISTED BY ANY OF THE PSUS/ GOVT. ORGANISATIONS.
5. THE ABOVE PQC IS NOT MANDATORY FOR MICRO AND SMALL ENTERPRISES (MSEs) SUBJECT TO SUBMISSION OF VALID DOCUMENTARY EVIDENCE TOWARDS MSE CATEGORY.

INTERESTED FIRMS MAY REGISTER WITH M/S. MSTC LTD. & INFORM M/S. NMDC LTD., DONIMALAI ON EMAIL ID: [diommaterials@nmdc.co.in](mailto:diommaterials@nmdc.co.in) TO INCLUDE THEM IN E-PROCUREMENT PORTAL FOR THE TENDER.

The E- procurement would be conducted by our service provider M/s MSTC. Website address for online submission of bids is [http://www.mstcecommerce.com/eprochome/nmdc/buyer\\_login.jsp](http://www.mstcecommerce.com/eprochome/nmdc/buyer_login.jsp) and [www.nmdc.co.in](http://www.nmdc.co.in) under e-procurement section.

Tenders are invited on Online on the website as mentioned below and follow the instructions on the portal [http://www.mstcecommerce.com/eprochome/nmdc/buyer\\_login.jsp](http://www.mstcecommerce.com/eprochome/nmdc/buyer_login.jsp) and [www.nmdc.co.in](http://www.nmdc.co.in) under e procurement section.

## 2. PRICE:

Prices should be firm and fixed without any variation factor/adjustment and valid for acceptance for a period of **120 days** from due date of tender opening. The price basis should be only **FOR Destination** i.e., Donimalai should be clearly mentioned. F.O.R. Destination price subject to statutory variations, the existing rates of statutory levies along with other charges such as packing & forwarding, insurance etc., should be indicated.

The rate should be given in both words and figures. Corrections/overwriting should be avoided, but if inevitable the corrections should be attested.

## 3. Micro, Small and Medium Enterprises:

- 3.1. As per public procurement policy for MSE's (Micro & Small Enterprises) notified by Govt. of India, units having valid UAM No. and also registered with NSIC/DIC/KVIC/KVIB/Coir Board/DHH etc., will be entitled for (i) Exemption of EMD and (ii) Price preference. In case you are a firm registered as a woman entrepreneur or SC/ST Entrepreneur as MSE with the concerned authorities, documentary evidence to be produced.
- 3.2. In case Other than MSE unit becomes L1, MSE unit will be given Price preference benefit for a quantity up to 25% of requirement, provided the price quoted by MSE unit is within the price band of L1 rate +15% and MSE unit agrees in writing to match the price of the lowest eligible offer. Further, 3% out of 25% is earmarked for women owned MSEs & 5% for SC/ST MSEs.
- 3.3. In case, more than one MSE unit is eligible for Price preference, the quantity will be distributed equally among the eligible MSE units up to the limit of 25% of requirement.
- 3.4. Where the requirement of goods or services cannot be split, price preference shall be given to the MSE unit only.
- 3.5. There is no exemption for MSE units in submission of Security Deposit. In case Security Deposit is required as per tender terms, same is to be complied.



#### **4. STANDARD TAXES, DUTIES AND LEVIES:**

##### **4.1. Goods and Service Tax (GST):**

**i.** Supply of goods or services or both covered under this tender shall attract Goods and Service Tax (GST) at applicable rate as amended from time to time. The Tenderer should clearly mention GST in addition to the basic cost i.e., CGST+ SGST+ Compensation Cess if any in case of intrastate supplies or IGST + Compensation cess, if any in case of interstate supplies and imports in their price bid along with the rate applicable unless notified as exempted.

**ii.** The tenderer shall mention in the Invoice, their GST registration Number (GSTIN), 2 digit or 4 digit HSN code (as applicable) along with description of goods as per Goods and Service Tax Act, Rules and Notifications made there under for the items listed in the price schedule of the tender.

**iii.** Tenderer should submit GST invoice for the supplies made to Owner as per the provisions of Goods and Service Act for availing input tax credit by the owner. Further, tenderer shall ensure to file submit monthly returns along with payment of taxes to the appropriate authority , as applicable within the prescribed time as per GST Rules made there under.

**iv.** Tenderers must submit a copy of GST REG – 25 ‘Certificate of provisional registration’ under GST. The tenderer however shall submit a copy of final certificate of registration i.e., GST REG - 06 after the receipt of the same.

**v.** In case tenderers who opted for composition levy under GST, shall submit a copy of the Certificate of provisional registration i.e., GST REG – 25 under GST and a copy of the intimation filed in Form GST CMP-01. The tenderer however shall submit a copy of final certificate of registration i.e., GST REG – 06 after the receipt of the same.

**vi.** Tenderer opting for composition scheme shall not quote any taxes under GST and such bids would invariably be evaluated without taxes under GST

**vii.** The Composition tenderer shall submit “Bill of Supply” with the terms mentioned in bill of supply as “Composition taxable person, not eligible to collect tax on Supplies” for the supplies made by him.

**viii.** At the time of evaluation of offers of the registered Tenderer, OWNER will consider Input Tax Credit (ITC), if eligible, in respect of eligible goods or services or both indicated in the Commercial Bid Format and their commercial status will be arrived at accordingly.

**ix.** At the time of evaluation of offers of unregistered Tenderer, OWNER will, in addition to the price quoted in the bids, consider the taxes under GST that the OWNER shall pay under reverse charge mechanism in respect of goods or services or both indicated in the Commercial Bid. For this purpose, the OWNER at their discretion may rely on the tax rates quoted by other bidder registered under GST. However, OWNER will consider the Input Tax Credit (ITC), if eligible, in respect of goods or services or both while evaluating the bids.

**x.** Successful Tenderer shall quote their GSTIN / PAN in all their invoices and documents against supplies, wherever required as per the provisions of the statute, to enable OWNER to avail Input Tax credit.

**xi.** In case of overseas supplier, Basic Customs duty (BCD), Integrated Goods and Service tax (IGST), Compensation Cess as applicable shall be considered for evaluation. All other charges borne by OWNER in case of FOB quotations shall also be considered for evaluation purpose.

**xii.** GST TDS shall be deducted at such percentage as may be prescribed on the goods or services falls under notified category. This will be deducted from such date as notified by the Government and the OWNER shall issue certificate to the tenderer for claiming credit of the same.

**xiii.** In case any credit, refund or other benefit is denied or delayed to Owner due to any non-compliance by the supplier (Such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the supplier, the supplier would reimburse the loss to Owner, including loss of credit, interest and penalty.

#### **4.2. Statutory Variation in Taxes, additional levy and withdrawal of taxes:**

**i.** Any new taxes or additional levies levied by the Government and statutory variations during the tenure of the contract will be to Owner's account and reimbursable by / refundable to, 'The OWNER', subject to submission of relevant documentary evidence.

**ii.** Any reduction in tax rates or withdrawal of taxes that are levied by the government during the tenure of the contract shall be passed on to the Owner's account.

**iii.** However, for any new taxes levied by the Government and statutory variation during the extended time of the contract, if any, due to the reasons attributable to the Owner, the variation of tax rates will be to the Owner's account

**iv.** However, the amount of taxes and duties are limited to the contract value and the variations in the rates are not payable, if the contract is completed in the extended time for the reasons not attributable to Owner and shall not be reimbursed to contractor.

#### **4.3. Other GST Compliance related Terms:**

**i.** Tenderer shall issue tax invoice indicating all the specified fields in the Tax invoice Rules as notified including HSN/SAC codes, GSTIN Number

**ii.** Tenderer is responsible for uploading his outward supplies data with GSTN in the month of supply and any demand of interest and penalty from Revenue Authorities to the OWNER for failure of the Tenderer to upload the invoice or to accept purchase data filed by OWNER in GSTR-2 shall be to the account of Tenderer.

**iii.** In the event of non-reporting of invoices for supplies effected to OWNER during the month or non-acceptance of purchase data submitted by OWNER relying on the invoice received from Tenderer, OWNER is entitled to withhold the GST claimed in the Tax Invoice.

**iv.** Whenever advance against supplies is received by the Tenderer, Tenderer shall issue receipt voucher and pay the applicable GST in the month of receipt.

**v.** Tenderer shall attend to all issues on reconciliation of invoices, mismatch reports etc. to the satisfaction of OWNER.

**vi.** If the Tenderer fails to upload the invoice details in the GSTR return or fails to pay applicable taxes under GST, additional cost of interest or penalty levied to OWNER by revenue authorities due to any default by Tenderer shall be recovered from the Tenderer.

**vii.** In case, the government notifies the activity covered in the contract for the purpose of TDS under GST Act, OWNER shall deduct TDS from the Tenderer bills and will issue necessary certificate to the Tenderer to claim credit of the same.

**viii.** It is the responsibility of the Tenderer to determine the place of supply in terms of the place of supply rules

#### **5. TENDER EVALUATION:**

The price is to be quoted on **FOR Destination Basis only** as detailed in the format at **Annexure-IV (Part C). Evaluation will be done item wise.**

**6. PAYMENT:** Our standard payment terms are as below:

- (i) Advance payment terms are not acceptable.
- (ii) 100% Payment within 30 days after receipt and acceptance of materials at our stores through RTGS.

(a) Consignee copy of LR (b) Original Tax Invoice in triplicate (c) Packing List

**In case of faster payment, send one copy of original tax invoice to the undersigned separately by post.**

**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.

**7. RETIREMENT OF DOCUMENTS:**

- A.** Documents shall be retired immediately on presentation in the normal course if all the documents are sent. Any extra charges if so involved due to delay in retirement of want of any documents/clarification will be to your account only.
- B.** For prompt retirement of document, please forward copies of one set each of dispatch documents in advance i.e. Invoice, Challan, packing list etc. to paying officer & this office.
- C. Interest:** No interest will be paid in case of delay in retirement of document of documents for reasons mentioned above, however prompt action for retirement will be taken by us.

**8. BANK CHARGES:** To Respective account

**9. DELIVERY PERIOD:** Items should be supplied within **60 days** from the date of Purchase Order and to be adhered to the same. Any deviation is to be mentioned at the time of filing E-tender on MSTC Portal.

**10. PLACE OF DELIVERY:** The equipment/spares should be supplied to our Donimalai Iron ore Mines, Donimalai Township (PO), Dist Bellary, and Karnataka State - 583118.

**11. PENALTY:** In the event of placement of order, should the contractor **fail to deliver** the equipment / spares in full within the delivery date the corporation reserves the right to levy the penalty on the contractor @ 0.5 % of the price of the equipment / undelivered spares for each week or part thereof but not exceeding 5% of the value of equipment / undelivered spares. NMDC reserves the right to cancel the order or make alternative purchase of the materials of similar description from else where 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.**

**12. FORCE MAJEURE CLAUSE:**

If at any time during the continuance of the Purchase Order (P.O.), the performance in whole or in part by either party or any obligation under this Purchase Order (P.O.) is prevented or delayed by reason of any war, hostility, acts of public enmity, civil commotion, sabotage, fires, floods explosions, epidemics, quarantine restrictions or other acts of God, provided notice of the occurrence if 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 this Purchase Order (P.O.), 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.

**13 MAKE:** All the tenderers should clearly indicate the name of the manufacturers with full specifications

**14. GUARANTEE/WARRANTY:** The Materials offered shall be Guaranteed/Warranted for satisfactory performance for a period of **18 months** from the date of dispatch/**12 Months** from the date of installation whichever is earlier, against the manufacturing defects, faulty materials and workmanship.

**15. SETTLEMENT OF DISPUTES:**

**15.1. 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 endeavors to settle this matter amicably. In case such amicable settlements is not possible, the parties shall take recourse to the conciliation proceedings for resolving such dispute, , question, claim or differences.

The Conciliatory Committee shall comprise of the following:

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

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

**15.2 Arbitration:**

**15.2.1** 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 of any person is expressed in the Contract to be final and binding) shall, after written notice by either party to the other, be referred for adjudication to the panel of 3 arbitrators, one each nominated by each party, i.e. owner and Supplier/ Contractor; and the third arbitrator/umpire shall be chosen by the two arbitrators from among the retired Judges of any High Court/Supreme Court of India.

**15.2.2** 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 resort to legal proceedings concerning any dispute under this agreement other than to enforce or facilitate the execution of the award rendered in such arbitration.

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

**15.2.4** 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.

**15.2.5** 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.

**15.2.6** The further progress of any work under the contract shall unless otherwise directed by the Owner/Engineer continue 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 during the arbitration proceedings.

**15.2.7** The laws applicable to the Contract shall be the laws in force in India. The Courts of Hyderabad, Andhra Pradesh (A.P.State) shall have exclusive jurisdiction in all matters arising under this Contract.

**16. DEVIATIONS:** No deviation in technical specifications offered is permitted. However, for exceptional techno commercial 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.

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

**18.** Price/ purchase preferences as per guidelines issued by Government is applicable.

**19.** The Corporation reserves the right to reject or accept any tender in part or full without assigning any reasons, or place order for part or full quantity. **The Corporation also reserves 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.**

**20.** NMDC does not bind itself to accept the lowest or any tender and may cancel / withdraw the tender without assigning any reason and no claim whatsoever, for any reason arising out of such action, will be entertained by NMDC.

**21.** During the processing/ evaluation of the tender proposals, the tenderer may be required to attend the NMDC's office for discussions/ clarifications. Tenderer, on request from the NMDC, shall attend such Tender discussions at their own cost.

**22.** If the date for any activity indicated in the tender document happens to be a holiday or a non-working day, for any reason, then the next working day will be automatically taken as the date for such activity.

**23.** The tenderer is advised to attach any additional information about competence, which they think is necessary for their offer. No further information will be entertained after the bid is submitted, unless NMDC calls for it.

**24. DETAILED TECHNICAL SPECIFICATIONS AS PER OUR PURCHASE ENQUIRY IS TO BE PROVIDED. OTHERWISE YOUR OFFER WILL NOT BE CONSIDERED FOR TECHNICAL EVALUATION. THIS IS AS PER NMDC MANAGEMENT DISCRETION.**

**Dy. General Manager (Materials)**

**PRICE – SCHEDULE FOR INDIGENIOUS SUPPLY – FOR Destination**

Sl No.	Item code	Description	U/M	Qty	Ex-Works (Value Per unit item) In Inr	P&F (Value per unit item) In Inr	Freight (Value per unit item) In Inr	Insurance (Value per unit item) In Inr	CGST (%)	SGST (%)	IGST (%)	Total (Value per unit item) In Inr
					(a)	(b)	(c)	(d)	(e)	(f)	(g)	
1	55G 405710	Revolving flash light red colour made up polycarbonate dome.	Nos.	62								
2	55G 843716	Helios 18W round recess LED light fitting.	No.	20								

- a) Ex-Works Price/per unit item  
b) P & F Charges Lum Sum Amount/per unit item  
c) Freight Charges Lum Sum Amount/per unit item  
d) Insurance Charges Lum Sum Amount/per unit item  
e) CGST (%) on (Ex-works price + P & F charges + Freight + Insurance) as applicable  
f) SGST (%) on (Ex-works price + P & F charges + Freight + Insurance) as applicable  
g) IGST (%) on (Ex-works price + P & F charges + Freight + Insurance) as applicable  
h) Destination cost = Ex-works price + P & F Charges + Freight + Insurance + Taxes

**NOTE:**

- All vendors are requested to submit your quotation on FOR Destination basis as per above format in MSTC's e-procurement portal [http://www.mstcecommerce.com/eprochome/nmdc/buyer\\_login.jsp](http://www.mstcecommerce.com/eprochome/nmdc/buyer_login.jsp).
- Material may be booked through our RC transporters M/s ARC for Delivery at their Bellary/Hospet Godowns/Donimalai at door step. If you are booking through non RC transporters, then demurrage charges, if any will be to you're a/c.
- The above price schedule as per the format should be filled up giving the price break-up
- In case of unregistered vendor/composition vendor GST Rate column should not be filled up by the vendor
- Bidder shall Quote Either CGST+SGST (or) IGST and wherever not applicable, enter '0' in the price bid

**PRICE FORMULA:**

$$(a+b+c+d+((a+b+c+d)*e/100)+((a+b+c+d)*f/100)+((a+b+c+d)*g/100))$$

**ANNEXURE – V**  
**BIDDING CHECK LIST**

PLEASE REFER OUR RATE ENQUIRY TERMS AND CONDITIONS AND TECHNICAL SPECIFICATIONS PLEASE ENSURE YOUR QUOTATION/OFFER SHOULD CLEARLY CLARIFY/SPECIFY ALL OF THE FOLLOWING DETAILS **COMPULSORY**, TO AVOID TIME DELAY IN CORRESPONDENCE, TO FINALISE THE CASE AND TO GET EARLY PURCHASE ORDER.

**UPLOADING OF DOCUMENTS THROUGH E-PROCUREMENT SITE**

1. Technical Literature
2. PQC documents for new vendors.

**Common Terms: PART-A (Commercial terms and conditions as per Annexure-III)**

Sl. NO	CLAUSES	REMARKS
1	Submission of Bids: As per Clause No:1 of Annexure-III (A & B)	Agree Only
2	Price: As per Clause No: 2 of Annexure-III	Agree Only
3	MSME: As per Clause No: 3 of Annexure-III	Agree Only
4	Standard Taxes & Duties: As per Clause No: 4 of Annexure-III	Agree Only
5	Tender Evaluation: As per Clause No: 5 of Annexure-III	Agree Only
6	Payment: As per Clause No: 6 of Annexure-III	Agree Only
7	Retirement of documents: As per Clause No: 7 of Annexure-III (A,B & C)	Agree Only
8	Bank Charges: As per Clause No: 8 of Annexure-III	Agree Only
9	Delivery Period: As per Clause No: 9 of Annexure-III	<b>Agree with Remarks</b>
10	Place of Delivery: As per Clause No: 10 of Annexure-III	Agree Only
11	Penalty : As per Clause No: 11 of Annexure-III	Agree Only
12	Force Majeure: As per Clause No: 12 of Annexure-III	Agree Only
13	Make: As per Clause No: 13 of Annexure-III	<b>Agree with Remarks</b>
14	Guarantee/Warranty: As per Clause No: 14 of Annexure-III	Agree Only
15	Settlement of disputes: As per Clause No: 15 of Annexure-III	Agree Only
16	Deviation: As per Clause No: 16 of Annexure-III	<b>Agree with Remarks</b>
17	Validity: As per Clause No: 17 of Annexure-III	Agree Only
18	Standard Clauses: As per Clause No. 18 to 24 of Annexure-III	Agree Only
19	Enter Contact Details: Firm Name: Place: Contact Person Name: Designation: Email ID: Contact No:	Remarks
20	MSE Confirmation details (Add your Remarks with Yes/No). Whether MSE Firm: If Yes (Please upload Documentary Evidence) Whether SC/ST Owned MSE: Whether Women Owned MSE: Whether UAM No. declared on CPP Portal: Whether UAM Certificate uploaded with this offer:	Remarks

**Technical terms: PART-B (As per ANNEXURE-II)**

SL. NO	ITEM SPECIFICATIONS	REMARKS
1	<b>“LED LIGHT FIXTURES”</b> . Detailed Technical Specifications As Per <b>Annexure-II</b> .	Agree Only

**Price Bid: PART-C (As per Annexure-IV)**

[illegible]