

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687739998080

अनुबंध तिथि | Generated Date : 15-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4570978](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार Type : Central PSU मंत्रालय Ministry : Ministry of Steel विभाग Department : NMDC Limited संगठन का नाम Organisation Name : NMDC Limited कार्यालय क्षेत्र Office Zone : Hyderabad	पद Designation : CONSIGNEE KIRANDUL संपर्क नंबर Contact No. : - ईमेल आईडी Email ID : buycon165.nl.cg@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : NMDC LTD, KIRANDUL COMPLEX, BAILADILA, KIRANDUL PO, CHATTISGARH, DANTEWADA, CHHATTISGARH-494556, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval : CMD वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : CMD	Role: PAO भुगतान का तरीका Payment Mode: Internet Banking पद Designation : MANAGER2 ईमेल आईडी Email ID : pao12.nmcd.hyb@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : NMDC LTD, KIRANDUL COMPLEX, BAILADILA, KIRANDUL PO, CHATTISGARH, DANTEWADA, CHHATTISGARH-494556, India

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : 3D2318000091892 कंपनी का नाम Company Name : TATA MOTORS LIMITED संपर्क नंबर Contact No. : 02267927366 ईमेल आईडी Email ID : mamta.sajwan@tatamotors.com पता Address : 1st Floor, BOMBAY HOUSE, 24, HOMI MODY STREET, HUTATMA CHOWK, Mumbai, MAHARASHTRA-400001, - एमआईआई स्थिति MII Status : True एमएसएमई सत्यापित MSME verified : No एमएसएमई पंजीकरण संख्या MSME Registration number : - जीएसटीआईएन GSTIN : 06AAACT2727Q1Z0 (B), 09AAACT2727Q1Z1 (M), 29AAACT2727Q1Z5 (M), 27AAACT2727Q1Z6 (B), 29AAACT2727Q1Z5 (B), 19AAACT2727Q1Z1 (B), 08AAACT2727Q1Z1 (B), 20AAACT2727Q1Z1 (B), 36AAACT2727Q1Z1 (B), 20AAACT2727Q1Z1 (M), 30AAACT2727Q1Z9 (B), 18AAACT2727Q1Z1 (B), 09AAECM7650D1ZG (B), 07AAACT2727Q1Z1 (B), 33AAACT2727Q1Z3 (B), 24AAACT2727Q1Z2 (B), (M), 27AAACT2727Q1Z1 (M), 23AAACT2727Q1Z4 (B), 09AAACT2727Q1Z1 (B), 27AAACT2727Q1Z1 (M), (M), 23AAACT2727Q1Z4 (B), 27AAACT2727Q1Z1 (M), 05AAACT2727Q1Z2 (M), 06AAACT2727Q1Z0 (B), 27AAACT2727Q1Z1 (R)

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

वितरण निर्देश | Delivery Instructions : This is urgent requirement , please supply at earliest.

#	आइटम विवरण Item Description	आइटम विवरण Ordered Quantity	इकाई Unit	इकाई मूल्य (INR) Unit Price (INR)	कर विभाजन (INR) Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित) Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम Product Name : Tata Cityride 54+ D LPO1618/57 NAC WM BS-6 ब्रांड Brand : TATA MOTORS ब्रांड प्रकार Brand Type : Registered Brand कैटलॉग की स्थिति Catalogue Status : Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : Tata Cityride 54+ D LPO1618/57 NAC WM BS-6 (Q3) मॉडल Model : Tata Cityride 54+D LPO1618/57 NAC WM BS-6 एचएसएन कोड HSN Code : HSN not specified by seller	4	set	4,456,000	NA	17,824,000
कुल ऑर्डर मूल्य Total Order Value (in INR)						17,824,000

परोक्षी विवरण Consignee Detail
लॉट नंबर दिनांक के बाद डिलीवरी शुरू वितरण पूरा कब तक करना है Delivery To

क्र.सं. S.No	परोक्षता Consignee	वस्तु Item	Lot No.	मात्रा Quantity	करना है Delivery Start After	Be Completed By
1	<p>पद Designation :- इमेल आईडी Email ID : buycon8.nmdcl.dwz@gembuyer.in संपर्क Contact : 7857-255234- जीएसटीआईएन GSTIN : 22AAACN7325A2Z4 पता Address : NMDC LTD, KIRANDUL COMPLEX, BAILADILA, KIRANDUL PO, CHATTISGARH, DANTEWADA, CHHATTISGARH-494556, India</p>	Tata Cityride 54+ D LPO1618/57 NAC WM BS-6	-	4	15-May-2024	13-Aug-2024

Product Specification for Tata Cityride 54+ D LPO1618/57 NAC WM BS-6

विनिर्देश Specification	उप-विनिर्देश Sub-Spec	मूल्य Value
Custom Specification	Custom Specification	Yes

विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. SpecificationDocument1	<p>mkp.gem.gov.in/catalog_data/catalog_support_document/62/60/071/CatalogAttrs/SpecificationDocument/2024/2/7/2024_02_07_17_19_57_nmdc_tata_cityride_54_d_lpo_161_2024-02-07-17-20-02_7045de57f8090 1a691d3ea939afacb7f.pdf</p>
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खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. SpecificationDocument	<p>mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/13103002/54/78/703/CatalogAttrs/SpecificationDocument/2024/2/2/technical_specification_custom_bid_-55_seater_bus_2024-02-02-14-17-34_f6e47b9bc92872936d0d1cdebc8e501b.pdf</p>
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ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	NA
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	NA

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2.2 Scope of Supply:

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

2.3 Purchase Preference (Centre):

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

2.4 Purchase Preference (Centre):

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

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

- 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.
- 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.

2.5 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS

1. **Quoted price should be firm & fixed for the entire supply/delivery period inclusive of Packing & Forwarding, Freight & Insurance charges and GST as applicable as per GEM Price Format on FOR Destination basis to be unloaded at Hilltop Stores, Kirandul (C.G.) which is approximately 10KM from Kirandul Main Stores.**
2. **PRICE PURCHASE PREFERENCE TO MAKE IN INDIA CLAUSE - Public Procurement Policy (Preference to Make in India) GOI Order No. P-45021/2/2017-B.E.-II dtd 15.06.2017 read with revised Order No. P-45021/2/2017-PP(BE-II) dtd. 16.09.2020 and subsequent amendments/orders, if any shall be applicable to this tender. Bidders are requested to fill the format as enclosed at Annexure-II**
3. **For MSE & MII benefits, bidder shall apply in GEM portal for Purchase Preference. MSE purchase preference as per Govt guidelines shall be considered only for manufacturers registered with UDYAM certificate and not for Traders/Distributors/Dealers/Resellers.**
4. **Preferred makes: M/s Tata Motors
(Firm should have authorized service center within 150 KM range from our project location i.e. NMDC Limited, BIOM Kirandul Complex, South Bastar, Distt. - Dantewada, 494556)**
5. **Bus should be fitted with Window Protection Grill/Mesh & Solid Yellow in colour.**
6. **INTEGRITY PACT: The bidder must require to accept the "Integrity Pact" enclosed along with the tender document and shall submit the same in their company letter head duly signed and upload in the GeM portal along with the offer.**

Offer of the tenderer opened without scanned copy of duly signed Integrity Pact uploaded with offer is liable for rejection.

The original integrity pact should be sent in a sealed cover indicating 'integrity pact' along with Bid Reference Number, and has to reach the office of General Manager (Materials), Material Management Department, NMDC Limited, Kirandul Complex, South Bastar, Dantewada - 494556, before opening of price bid.

A person signing integrity pact shall not approach the courts while representing the matters to IEMS and He/She will await their decision in the Matter.

Format of Integrity Pact is enclosed as Annexure-III & IV.

The procedure for submission of integrity pact would be as follows: -

- The Indian bidder should submit the integrity pact on his company's letter head 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 on all pages.
- If the bidder/contractor is a partnership or a consortium, the integrity pact shall be signed by all the partners or consortium members.
- 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: -

1. **SHRI. VENUGOPAL K. NAIR, IPS (RETD.) PI,**

Email: vgknair@gmail.com

2. **SHRI.ANUP KRISHAN MEHRA, DIRECTOR (COMMERCIAL), MOIL, (RETD.)**

Email: anupmehra1955@gmail.com

3. **SHRI. VISHVAPAVAN PATI, IPOS (RETD.)**

Email: vpati_2000@yahoo.com, pativishvapavan@gmail.com

7. **This is a single Tender Enquiry. It has been displayed only for information regarding items being procured by NMDC Limited and not for participation of other non-established suppliers of NMDC Limited. Tender of only those firms to whom STE has been addressed will be considered as valid for consideration. If any other firm(s) submits their offer against this tender the same will be considered unsolicited and rejected.**
8. **This is a single Tender Enquiry. Other tenders who are capable of supplying these spares for BIOM Kirandul Complex, Dantewada District, Chhattisgarh State, India as per the Technical Specification may submit their credentials to CGM (Materials), NMDC Limited, Masab Tank, Hyderabad, indicating tender reference for considering the firms for future tenders, after empanelment of such firms as per procedure. This will also be applicable to the firms who have supplied the item to NMDC and their performance is yet to be established in NMDC.**
9. **Price fall clause: The price charged for the stores supplied under the contract shall in no event exceed the lowest price at which the stores of identical description are sold to any other government department undertaking/ ministry during the period of the contract. If the sale price is reduced to lower than that chargeable under the contract, such reduction shall forthwith be notified to the direct demanding officer (DDO) and stores supplied after the date of coming into**

force, such reduction or sale, shall be correspondingly reduced.

The firm shall also certify and submit the below in your letter head duly seal and signed:

"We certify that the stores of description identical to the stores supplied under the contract herein have not been sold by us to any other Government department undertaking/ministry during the period under contract at a price lower than the price charged to NMDC under this contract".

10. **WARRANTY:** OEM Standard warranty shall be applicable.
11. **Pre-Dispatch Inspection:** Pre-dispatch inspection may be carried out before dispatch at consignee's discretion by NMD C'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 buyer directly. Pre-dispatch inspection will be carried out at the firm's/bidder manufacturing location. Final inspection will be carried out at our stores.
12. **INSPECTION:** - Final inspection of the materials shall be carried out at our Project site after receipt of the materials (even if pre-dispatch inspection is carried out) which will be final & binding. In case the stores supplied are rejected either fully or partly on account of defects, bad workmanship or other reasons, the supplier will have to arrange for free replacement of the same up to destination point. The freight and incidental charges for return of the rejected materials will have to be borne by the supplier. In case, rejected materials are not collected within 30 days after receipt of rejection notice, no liability in respect of loss, damage, deterioration etc shall lie with the corporation. Ground rent will be charged. After reasonable period the material will be disposed off without making any back reference.
13. **Payment terms:** 100% payment with full applicable taxes shall be released within 30 after receipt & acceptance of materials at our project through RTGS and on submission of followings documents in original:- 1) Invoice in triplicate.
14. NMDC has registered with M/s. RXIL TReDS Platform. All MSE vendors should register themselves on TReDS Platform or availing the facility of bill discounting on TReDS portal. If registered, please submit the details.
15. **Issue of E-Invoices:** It is mandatory to issue E-invoice whenever the turnover of your company exceeds rupees five crores. Hence you are requested to submit E-invoice when turnover exceeds five crores. In case, E-invoice is not applicable, then please submit turnover certificate without fail.
16. **Delivery Period:** This item is very urgently required and hence to be supplied within 90 days from the date of P.O to NMDC Kirandul - on destination basis or else please confirm the delivery period of the item, if you are not accepting the above delivery period.
17. **PENALTY:** In the event of placement of an order, the Supplier fails to deliver the stores in full or part thereof within the delivery date the corporation shall reserve the right to levy penalty on the Supplier @0.5% of the basic price of undelivered stores per each week or part thereof but not exceeding 5% of the value of such materials. NMDC reserves the right to cancel the order or make any alternative purchase of the materials of similar description from elsewhere at the risk and cost of the supplier duly giving an advance notice of 30 days to this effect and in such an event the seller will be liable to pay any loss that may be incurred to the buyer. Except for the reasons specified in the Force Majeure Clause, the Corporation shall have the right to levy the penalty in case of delay.
18. **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.
19. After publishing of tender in GeM portal, if prospective bidders want to submit any representation/clarification/request against the GeM tender, the same can be submitted in GEM Portal through GEM representation window within the stipulated time period. Any representation/clarification/request through email against the GeM tender shall not be entertained except request for tender opening date extension which will be at the discretion of NMDC due to administrative reasons
20. **Clarification of Bids/ Shortfall Documents:** Bidder shall submit all the necessary documents and technical details in the offer. Your offer will be evaluated based on the documents submitted by you. No post-bid clarification at the initiative of the bidder shall be entertained by NMDC. In case of any shortfall of documents, NMDC shall seek the respective clarifications from the concerned bidders. However, no new credentials shall be allowed to be submitted after the opening of the bids. The shortfall information/documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then.

(Example: if the Permanent Account Number, registration with sales tax/ VAT has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above). So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a supply order without its completion/performance certificate, the certificate can be asked for and considered. However, no new supply order should be asked so as to qualify the bidder.
21. Bidders have to submit the signed and stamped copy of the technical specification document (uploaded in bid document) along with their offer. Any deviations on technical and commercial points are required to be brought out clearly in a separate sheet.
22. The corporation reserves the right to reject or accept any tender in part or full without assigning any reasons, or place order for part of full quantity. The corporation also reserves the right to load on various parameters in case of deviations from the tender condition at rates deemed fit without any discussions/ correspondence with the tenderer.
23. NMDC is having rate contract with M/s. ARC (M.no. 9685464295) & M/s. Balan Transport (M.no. 9424293692) for transportation of goods to our project. Hence you may preferably book the consignment with the above transporters.

24. Please indicate applicable GST rate in “%” for each line items of the bid. The quoted price should be including Freight charges, GST, Packing and Insurance Charges.

25. **SETTLEMENT OF DISPUTES:** All disputes or differences arising out of or in connection with this tender / order shall be subject to the exclusive jurisdiction of Dantewada/Jagdapur courts.

2.1 CONCILIATION:

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

The Conciliatory Committee shall comprise of the following:

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

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

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

2.2 Arbitration:

2.2.1. FOR ALL THE TENDERS OTHER THAN GLOBAL TENDERS

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

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

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

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

2.3.3

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

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

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

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

26. **LIMITATION OF LIABILITIES:** Except in cases of criminal negligence of will full non- performance or will full default,

- a. The supplier/contractor shall not be liable to the employer, whether in contract, or otherwise for any indirect or consequential loss or damage, loss of production, loss of use, or loss of profits or interest costs.

AND

- b. The aggregate liability of the supplier/contractor to the employer, whether under the contract, in tort or otherwise including the cost of repairing or replacing defective equipment's, shall not exceed the 100% (hundred per cent) 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.

27. **BANNING OF BUSINESS DEALING:** - For the evaluation of the tenders, NMDC would rely on the documents submitted and declarations made by the tenderer in connection with the tender. Therefore, NMDC expects such documents and declarations to be true and authentic. In case it is found, at any stage, that the documents submitted and / or the declarations made by a tenderer is/ are false, NMDC reserve its right, notwithstanding any other rights/ remedies under the

terms and conditions of the tender, to ban business dealing with the tenderer for a period up to two year.

28. **COMPLIANCE TO SA8000:** - Our Company is certified under SA8000 and as such you are required to confirm your company is complying with the SA8000 standards as per Annexure-I.

Annexure-I

Standard Requirements for SA8000

- The Supplier/contractor shall comply with all requirements of SA 8000:2014 related to Child Labour, Forced and Compulsory Labour, Health & Safety, Freedom of Association & Right to Collective Bargaining, Discrimination, Disciplinary Practices, Working Hours and Remuneration.
- The Supplier/Contractor is obliged to comply with the applicable legal systems in force. In particular, the Supplier/Contractor shall not engage, actively or passively, nor directly or indirectly any child labour (persons below 14 years of age) and shall not violate basic human rights of its employees. Moreover, the Supplier shall take responsibility for the health & safety of its employees. The Supplier shall act in accordance with the applicable environmental laws and will use best efforts to promote the Code of Conduct among its Suppliers.
- The supplier/contractor shall meet the legislations related to working hours, minimum wages and payment of wages.
- NMDC Limited or any third party on behalf of NMDC Limited shall have the right to visit the supplier/contractor premises to ensure compliance with SA 8000:2014 requirements with or without any intimation.
- In addition to other rights and remedies NMDC Limited may have, NMDC may terminate the work order and/or any purchase order issued there under in case of breach of SA 8000:2014 related obligations by the Supplier/Contractor. However, provided that if the Supplier's/Contractor's breach of contract can be rectified, then NMDC Limited's right to terminate the work order and/or any purchase is subjected to the provision that such breach has not been remedied by the Supplier within a reasonable grace period set by NMDC Limited.
- Supplier/Contractor shall ensure that its direct and indirect subcontractors employed to perform the works commit themselves to the SA 8000:2014 requirements.

The Supplier/Contractor shall:

- a) Give the highest regard to Employee Health & Safety (EHS) to avoid any injury to any person and wilful damage to any property;
 - b) Ensure that the management of EHS is an integral and visible part of its work planning and execution processes;
 - c) Strive for continuous improvement of its EHS performance;
 - d) Obtain B.I.O.M Kirandul Complex, NMDC Limited's IMS policy, understand and implement the applicable content of this policy;
 - e) Monitor and evaluate its safety performance to effectively take such actions as appropriate to rectify or improve its overall safety performance;
 - f) Ensure that it complies with all applicable EHS laws and any EHS requirements of NMDC Limited in force from time to time.
 - g) Ensure that in case NMDC Limited produces a safety and health documentation for the site (Occupational Safety Plan) and provides Supplier with a copy of the Occupational Safety Plan, Supplier shall confirm receipt thereof in writing and comply with the regulations contained therein. The same shall apply to updates of the Occupational Safety Plan which NMDC Limited may make as it deems necessary. Supplier shall ensure that its direct and indirect subcontractors employed to perform the works commit themselves to the Occupational Safety Plan and its updates. The supplier shall commit to this clause to avoid any injury to any persons who are legally on the work site including its own personnel, NMDC Ltd.'s personnel and visitors.
29. **Environment:** Bidders shall comply with all Environmental Laws & Contractual Commitments related to Environmental aspects.
30. Checklist for list of documents to be submitted is attached at ATC which is to be duly filled & uploaded along with offer by the bidder.
31. Bid ATC will supersede the other GEM GTC. If any deviations are not mentioned by the bidder, it is deemed that they are agreeing to all Bid ATC.

ANNEXURE-II

SELF CERTIFICATION regarding LOCAL CONTENT

(IN LETTER HEAD OF THE FIRM)

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

The address of Manufacturing Unit:

(Sign)

(Seal)

(OR)

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

The address of Manufacturing unit:

(Sign)

(Seal)

(Fill the relevant portion and submit/upload in part B of offer)

Note: Class I Local supplier only shall get purchase preference as per Make in India Policy.

ANNEXURE-III

INTEGRITY PACT FORMAT

Between

NMDC Ltd hereinafter referred to as "The Principal"

And

_____ hereinafter referred to as "The Bidder / Contractor"

Preamble

The Principal intends to award, under laid -down organizational procedures, contract/s for *(Description of the Equipment)*. The Principal values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relation with its Bidder/s and /or Contractor/s.

In order to achieve these goals, the Principal Cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process from the beginning till execution of the contract for compliance with the principles mentioned HEREIN.

Section 1- Commitments of the Principal.

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

I.No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract demand, take a promise for or accept, for him/herself or third person, any material benefit which he/she is not legally entitled to.

II.The Principal will, during the tender process treat all Bidders with equity and reason. The principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

III.The Principal will exclude from the process all known prejudiced persons.

- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary action.

SECTION - 2 Commitments of the Bidder/Contractor

- (1) The Bidder / Contractor commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- I. The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to the Principal, to any of the Principal's employee involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.
 - II. The Bidder / Contractor will not enter with other Bidders into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or action to restrict competitiveness.
 - III. The Bidder / Contractor will not commit any criminal offence under the relevant Anti-corruption Laws of India, further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - IV. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) *The Bidder / Contractor may indicate the advantage of his offer compared to the tender terms and conditions. The Bidder / Contractor shall not make any commitment whatsoever on the offers / products of other bidder(s) thereby influencing the principal to take decision of the former.*
- (4) *A person signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.*
- (5) *Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associate.*
- (6) *Bidders to disclose the payments to be made them to agents/brokers or any other intermediary.*
- (7) *Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.*

Section 3 - Disqualification from tender process and exclusion from future contract

1. If the Bidder, before contract award, has committed a serious transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.
2. If the Bidder/Contractor has committed a serious transgression through a violation of section - 2 such as to put his reliability or credibility into question, the principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors with the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
3. If the Bidder / Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 - Forfeiture of Earnest Money Deposit/Security Deposit

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal

ipal is entitled to forfeit the bidders Earnest Money Deposit.

- (2) If the Principal has terminated the contract according to section - 3, or if the Principal is entitled to terminate the contract according to section - 3, the principal shall be entitled to forfeit *the* Earnest Money Deposit/Security Deposit.

Section 5 - Previous Transgression

- (1) The Bidder declares that no previous transgression occurred in the last three years with any other company in any country confirming to the TI approach or with any other Public Sector Enterprise in India that could justify its exclusion from the tender process.
- (2) If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all bidders/contractors/sub-contractors.

- (1) The bidder/contractor undertakes to demand from all sub-contractors the commitment consistent with this integrity pact, and to submit it to the Principal before contract signing.
- (2) The principal will enter into agreement with identical conditions as this one with all bidders, contractors and sub contractors.
- (3) The principal will disqualify from the tender process all bidders who do not sign *this pact and submit it to the Principal along with the offer.*

Section 7 - Criminal charges violating Bidders/Contractors/Sub-Contractors

If the principal obtains knowledge of conduct of a Bidders/Contractors/Sub-Contractors, or of an employee or a representative or an associate of a Bidders/Contractors/Sub-Contractors which constitutes corruption, or if the principal has substantive suspicion in this regard, the principal will inform the vigilance office.

Section 8 - External Independent Monitor

- (1) The principal appoints competent and credible external independent Monitor for this Pact. The task of the monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman of the Board of the Principal.
- (3) The Monitor has the right of access without restriction to all Projects documentation of the Principal. The Contractor will also grant the monitor, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will regularly submit a written report to the Chairman of the Board of the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairman of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairman has not, with reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

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