

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687790743222

अनुबंध तिथि | Generated Date : 25-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4676625](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्ररूप 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 : CONSINEE PANNA संपर्क नंबर Contact No. : - ईमेल आईडी Email ID : buycon115.nl.mp@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : NMDC LIMITED, DIAMOND MINING PROJECT, MAJHGAWAN MINE PO, DIST PANNA, MP - 488001, PANNA, MADHYA PRADESH-488001, 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: GM वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : DGM(MM)	Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : Ashish Kumar Jain ईमेल आईडी Email ID : pao7.nl.mp@gembuyer.in जीएसटीआईएन GSTIN : 23AAACN7325A222 पता Address: NMDC LIMITED, DIAMOND MINING PROJECT, MAJHGAWAN MINE PO, DIST PANNA, MP - 488001, Panna, MADHYA PRADESH-488001, India

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : 4EB5180000112028 कंपनी का नाम Company Name : ARUN & COMPANY संपर्क नंबर Contact No. : 09810070372 ईमेल आईडी Email ID : arunaggarwal.2009@rediffmail.com पता Address : G- 6,Bhanot Plaza I,,Bhanot Plaza I,Desh Bandhu Gupta Road,,Pahar Gunj,, Central Delhi, DELHI-110055, - एमआईआई स्थिति MII Status : True एमएसएमई सत्यापित MSME verified : No एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-DL-01-0004355 एमएसएमई सामाजिक श्रेणी MSE Social Category : General एमएसएमई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: 07AAGPG4733J1ZQ (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 : NA

उत्पाद विवरण Product Details						
#	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 : Wall Primer Cement Based ब्रांड Brand : ASIAN PAINTS ब्रांड प्रकार Brand Type : Unbranded 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 : BOQ (Q3) मॉडल Model: ASIAN PAINTS एचएसएन कोड HSN Code: 3209	3,600	Ltr	104	NA	374,400
2	उत्पाद का नाम Product Name : Paint EXT Emulsion Light Shade ब्रांड Brand : ASIAN PAINTS ब्रांड प्रकार Brand Type : Unbranded 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 : BOQ (Q3) मॉडल Model: APEX ULTIMA एचएसएन कोड HSN Code: 3209	2,400	Ltr	349	NA	837,600
	उत्पाद का नाम Product Name : Paint Smok Grek NK ब्रांड Brand : ASIAN PAINTS ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM					

3	कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: APCOLITE SUPREMA एचएसएन कोड HSN Code: 3208	220	Ltr	179	NA	39,380
4	उत्पाद का नाम Product Name : Painting Brush 3 ब्रांड Brand : ASIAN PAINTS ब्रांड प्रकार Brand Type : Unbranded 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 : BOQ (Q3) मॉडल Model: ASIAN PAINTS एचएसएन कोड HSN Code: 9603	50	No	94	NA	4,700
5	उत्पाद का नाम Product Name : Painting Brush 4 ब्रांड Brand : ASIAN PAINTS ब्रांड प्रकार Brand Type : Unbranded 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 : BOQ (Q3) मॉडल Model: ASIAN PAINTS एचएसएन कोड HSN Code: 9603	100	No	124	NA	12,400
6	उत्पाद का नाम Product Name : Paint EXT Emulsion Dark shade ब्रांड Brand : ASIAN PAINTS ब्रांड प्रकार Brand Type : Unbranded 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 : BOQ (Q3) मॉडल Model: APEX ULTIMA SUPREMA एचएसएन कोड HSN Code: 3209	300	Ltr	361	NA	108,300
कुल ऑर्डर मूल्य Total Order Value (in INR)						1,376,780
परिषिती विवरण Consignee Detail						
क्र.सं. S.No	परिषिती Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दिनांक के बाद डिलीवरी शुरू करना है Delivery Start After	वितरण पूरा कब तक करना है Delivery To Be Completed By
1	पद Designation : - ईमेल आईडी Email ID : buycon115.nl.mp@gembuyer.in संपर्क Contact : - जीएसटीआईएन GSTIN : - पता Address : NMDC LIMITED, DIAMOND MINING PROJECT, MAJHGAWAN MINE PO, DIST PANNA, MP - 488001, PANNA, MADHYA PRADESH-488001, India	Wall Primer Cement Based	-	3,600	25-Jun-2024	24-Aug-2024
		Paint EXT Emulsion Light Shade	-	2,400	25-Jun-2024	24-Aug-2024
		Paint Smok Grek NK	-	220	25-Jun-2024	24-Aug-2024
		Painting Brush 3	-	50	25-Jun-2024	24-Aug-2024
		Painting Brush 4	-	100	25-Jun-2024	24-Aug-2024
		Paint EXT Emulsion Dark shade	-	300	25-Jun-2024	24-Aug-2024
विनिर्देश Specification1						
विशिष्टता दस्तावेज़ Specification Document						
क्रेता बीओक्यू दस्तावेज़ Buyer BOQ Document						
बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन Compliance of BOQ Specification And Supporting Document						
टिप्पणी Note:: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.						
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विनिर्देश Specification2						
विशिष्टता दस्तावेज़ Specification Document						
क्रेता बीओक्यू दस्तावेज़ Buyer BOQ Document						
बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन Compliance of BOQ Specification And Supporting Document						

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विनिर्देश | Specification3

विशिष्टता दस्तावेज़ | Specification Document

ક્રેતા બીઓક્યુ દસ્તાવેજ | Buyer BOQ Document

बीओक्यू विशिष्टता और सहायक दस्तावेज का अनुपालन | Compliance of BOO Specification And Supporting Document

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विनिर्देश | Specification4

विशिष्टता दस्तावेज़ | Specification Document

[ક્રેતા બીઓક્વુ દસ્તાવેજ | Buyer BOQ Document](#)

बीओक्यू विशिष्टता और सहायक दस्तावेज का अनुपालन | Compliance of BOQ Specification And Supporting Document

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विनिर्देश | Specification5

विशिष्टता दस्तावेज़ | Specification Document

[ક્રેતા બીઓક્વુ દસ્તાવેજ | Buyer BOQ Document](#)

बीओक्यू विशिष्टता और सहायक दस्तावेज का अनुपालन | Compliance of BOQ Specification And Supporting Document

टिप्पणी | Note:: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

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विनिर्देश | Specification6

विशिष्टता दस्तावेज | Specification Document

ક્રેતા બીઓવ્યુ દસ્તાવેજ | Buyer BOQ Document

बीओक्यू विशिष्टता और सहायक दस्तावेज का अनुपालन | Compliance of BOQ Specification And Supporting Document

टिप्पणी | Note:: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

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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 Scope of Supply:

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

2.2 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.

2.3 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.
- 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.

2.4 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS

NOTE:

- Please confirm following ATC in your company letter head; failing which your offer shall be liable for rejection
- Documents required from Bidder:
- Complete technical specification of quoted make i.e, Make and Model.
 - Self-certification regarding Local Content (Make in India Clause).
- Complete scope of supply and technical specification – As per uploaded technical specification sheet.
 - 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 Central Stores, DMP, MAJHGAWAN, PANNA (MP).

3. 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.

4. Place of delivery of materials –NMDC Limited, Diamond Mining Project ,MAJHGAWAN PANNA (MP)-488001.

5. 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.

6. Bidders shall submit complete technical specifications (including brochure if available) along with offer.

7. **MAKE/SPECIFICATIONS:** All the tenderers should clearly indicate the name of the Manufacturer(s) of the item(s) with full specifications. The tenderer should confirm that the materials offered confirm strictly to specifications. Any deviations/alterations to be clearly stated. Detailed specifications, catalogues/literatures etc. should be sent with the quotation invariably. In case of change in part nos., the tenderer should indicate in the offer invariably the new as well as superseded part nos. and shall certify that the new part nos. offered will be suitable for the machine/equipment for which the spares have been offered.

8. Acceptable Make: **Only acceptable Make are as per mentioned in the uploaded specification sheet.**

NOTE: Other prospective bidders, who are manufacturers and can supply the tendered items, may apply to NMDC Ltd, Hyderabad for Vendor registration with all credentials along with duly filled in application as per details available at www.nmdc.co.in in vendor empanelment section. Interested firms may be considered for vendor registration after following due procedure and such registered firms may be considered in future tenders.

9. Bidders have to submit deviations on technical and commercial points (If any) clearly in a separate sheet .

10. Bidders shall submit all the necessary documents and technical details in the offer. Your offer will be evaluated based on the documents submitted by you. 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.

11. INSPECTION:

Final inspection of the materials will be carried out at 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 the 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 after receipt of rejection notice, no liability in respect of loss, damage, deterioration etc. shall lie with the corporation. The corporation reserves the right to levy ground rent in such cases, even the materials will be disposed off without making any back references.

12. **WARRANTY:** The buyer's standard warranty period is 12 months from the date of supply of the materials or 18 months from the date of dispatch 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 into manufacture of the equipment.

13. **VALIDITY:** - Your offer should be initially kept valid for 150 days from the date of tender opening and to be extended for further period if necessary.

14. DELIVERY PERIOD: -Delivery period quoted should be definite and guaranteed and shortest delivery may be quoted. Delivery will be counted from the date of placement of the order. Failure to supply the material in time will attract penalty .Time is the essence of the contract.

15. EARNEST MONEY DEPOSIT (EMD):

Your Tender must be accompanied by EMD for Rs.25000/- (Rupees twenty Five Thousand only) which can be submitted in the following modes: -

a). Through RTGS/NEFT/Online transfer.

Details of RTGS: - Bidders can submit the EMD with Payment online through RTGS/internet banking in -

Beneficiary name: NMDC LIMITED

Account No. :11551712113

IFSC Code : SBIN0004568

Bank Name : STATE BANK OF INDIA

Branch address : MAJHGAWAN.

All bank charges will be to the bidder account. The remittance details viz. UTR No. & Date (Unique Transaction Reference No. & date) shall be clearly indicated by the bidders in their offer and the qualification of the bidder is subject to uploading the remittance details.

b). In the form of a Bank Guarantee of equivalent amount drawn from any Nationalized bank / scheduled commercial bank in India, in a prescribed format enclosed (Annexure-I) herewith and favoring NMDC. BG should be valid for a period of six months from the date of submission of your offer. The supplier shall forward the original EMD BG to "DGM(Materials), NMDC Limited, Diamond Mining Project, Majhgawan, Panna, Madhya Pradesh -488001." Copy of EMD BG shall be uploaded in the bid.

c). Tenderers of Micro & Small Enterprises (MSEs) registered with UDYAM will be exempted from payment of Earnest Money Deposit against submission of documentary proof of such registration certificate as a manufacturer for the tendered items/ item category/group under Udyam Registration. *Traders /Dealers have to submit EMD, only MSE manufacturers are exempted.*

d). Traders/Dealer Bid's received without EMD shall be summarily rejected. EMD submitted in any other format/mode other than specified above shall not be acceptable.

e). NMDC Limited company will not be responsible for any delay caused by postal authorities/courier services and loss in transit.

f). Traders /Dealers have to submit EMD, only MSE manufacturers are exempted. Traders/ Dealers are excluded from MSE benefits.

g). EMD exemption shall be as per GeM guidelines.

h). Refund of EMD: The EMD of the bidders whose bids are not qualified/not acceptable will be refunded after finalization of tender, in the form of e-payment to those bidders who deposited EMD in the form of e-payment, without any interest. Those who submitted EMD in the form of BGs, the same will be returned duly to the unsuccessful bidders. For successful bidders, EMD will be returned after submission of SD/PBG (if applicable).

Note: Receipt of the EMD payment will be generated which is to be uploaded in the bid.

16. Payment: ---100% payments with applicable full taxes and duties shall be paid within 30 days after receipt and acceptance of materials at Diamond Mining Project, Majhgawan Central Store.

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

1. Forfeiture of Earnest money deposit.

2. Lodging complaint with GEM /any other Government Departments.

3. Removal of supplier's name from the company's approved list of suppliers.

18. **PENALTY FOR DELAY IN SUPPLY:-** In the event, the contractor fails to deliver the equipment in full within the delivery date the corporation reserves the right to levy the penalty on the contractor @ 0.5% for each week or part thereof for the undelivered portion but not exceeding 5% of the contract value. NMDC reserves the right to cancel the order or make 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 losses that may be incurred by the buyer.

19. **SECURITY DEPOSIT:** In the event of placement of an order, the supplier shall submit a Bank Guarantee towards security deposit to the Paying Officer @ 5% basic value of the Order (for Supply portion) within 30 days of acceptance of tender (As per Annexure-II). The Security Deposit bears no interest and is refundable after satisfactory completion of the supply. Security Deposit can be submitted in form of D.D or BG valid for the delivery period plus 3 months. The BG shall be submitted from a Nationalized bank/scheduled commercial Bank in India. Please note that the original BG should be forwarded through bank directly to us. Please note that the original BG should be forwarded through bank directly to us.

20. **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.

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 willful 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 DMP, 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

n 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.

21. 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 per the below Annexure.

Annexure

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)

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

22. Bidders shall comply to all Environmental Laws & Contractual Commitments related to Environmental aspects .

26. SETTLEMENT OF DISPUTES:

26.1 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.

26.2 ARBITRATION:

26.2.1. FOR ALL THE TENDERS OTHER THAN GLOBAL TENDERS

26.2.1.1 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 of 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 Chairman cum Managing Director of the NMDC Ltd (who will be the appointing authority), be referred for adjudication to the sole Arbitrator to be appointed as hereinafter provided.

26.2.1.2 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 names. 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.

26.2.1.3 The arbitral tribunal shall give reasons for its award. Each party shall bear its own cost and the cost of arbitration shall be equally borne by 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.

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

26.2.2 FOR GOVERNMENT DEPARTMENT / PUBLIC SECTOR UNDERTAKINGS:

26.2.2.1. 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.

26.2.2.2. 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.

26.2.2.3. 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.

26.2.2.4. The laws applicable to the Contract shall be the laws in force in India. The Courts of Panna, Madhya Pradesh shall have exclusive jurisdiction in all matters arising under this Contract.

27. BANNING OF BUSINESS:

“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 document(s) submitted and / or the declaration(s) 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 upto Two years”.

28. The bidder is requested to register their firm's name on GeM portal as a seller for the quoted product and forward GeM's seller ID for reference & record.

29. RIGHTS OF CORPORATION:

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.

30. LIMITATIONS OF LIABILITIES:

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

a) The contractor shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest cost.

b) The aggregate liability of the 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 anyS obligation of the Contractor to indemnify the Employer with respect to copyright, patent infringement, workman compensation and statutory liabilities in general that the Employer may be required to additionally bear due to default of the Contractor.

31. FORCE MAJEURE CLAUSE:

a).If at any time during the continuance of the purchase order, the performance in whole or in part by either party or any obligation under this contract 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 of any such event is given by either party to the other within TWENTY ONE DAYS from the date of occurrence thereof.

b). neither party shall, by reason of such event, be entitled to terminate the contract, and neither party shall have claim for damage against the performance, and deliveries , in such cases, shall be resumed as soon as practicable after such an event has come to an end or has ceased to exist.

32. TReDS ONBOARDING FOR MSE: NMDC has registered with M/S RXIL & M/S Invoicemart TReDS platforms. All MSE vendors should register themselves on any one of TReDS platform for availing the facility of bill discounting on TReDS portal.

Contact Details:

1).M/S RXIL, MR.RASESH S MEHTA M: 99667 10003, rases.mehta@rxil.in

2).M/S INVOICEMART, SMT.GOURI MANWANI M: 879090 62967, gouri.manwani@invoicemart.com

33. Bid ATC will supersede the other GEM GTC. Unless any deviations are not mentioned by the bidder, it is deemed that they are agreeing to all Bid ATC.

ANNEXURE-I

PROFORMA FOR BANK GUARANTEE TOWARDS E.M.D.

(To be submitted on Rs.100/- Non judicial stamp paper and the non-judicial stamp paper should be in the name of the issuing bank).

Ref. Bank Guarantee No.

Date:

To,

NMDC LIMITED.,

MAJHGAWAN PANNA-488001

Dear Sir,

In accordance with your invitation to tender under specification no. _____ M/s . _____ having its

registered/Head Office at _____ (herein after called the tenderer) wish to participate in the said tender for _____ and you, as a special favor, have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of _____ valid up to _____ on behalf of the tenderer in lieu of tender deposit required to be made by the tenderer, as a condition precedent for participation in the said tender. We, the _____ bank at _____ having our Head Office

at _____ (local address) guarantee and undertake to pay immediately on demand by N.M.D.C. Limited, the amount of _____ (in figures and words) without any reservation, protest, demur and recourse. Any such demand made by said Purchaser shall be conclusive and binding on us irrespective of any dispute or difference raised by the tenderer. This guarantee shall be irrevocable and shall remain valid up to _____, if any further extension of this guarantee is required, the same shall be extended to such required period .. (not Exceeding one year) on receiving instructions from M/s _____ whose behalf this guarantee is issued. This date should be 30 days after the guarantee is valid. In witness whereof the Bank, through its banker has set its hand and stamp on this.

WITENESS:

SIGNATURE:

SIGNATURE:

NAME:

OFFICIAL ADDRESS DESIGNATION WITH BANK

ATTORNEY AS PER

POWER OF ATTORNEY NO.

DATE.

ANNEXURE-II

GUARANTEE BOND FOR SECURITY DEPOSIT

(TO BE USED BY ALL NATIONALISED BANKS/ SCHEDULED COMMERCIAL BANKS)

To,

NMDC Limited,

DMP, Mahjawan. Panna, M.P-488101

1. In consideration of NMDC Limited, having agreed to exempt _____ (herein after called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement no. _____ dated _____ made between _____ and _____ and _____ for (hereinafter referred to as "the Bank") do hereby undertake to pay to the NMDC Limited, DMP, Panna an amount not exceeding Rs. _____ /- against any loss or damage caused to or suffered or would be caused to or suffered by the NMDC Limited, DMP, Panna by reason of any breach by the said Contractor(s) of any of the terms and/or conditions contained in the said Agreement.

2. We _____ Bank Limited, do hereby undertake to pay the amount due and payable under this guarantee without any demur, reservation, recourse, contest or protest and/or without any reference to the contractor, merely on a demand from NMDC stating that the amount claimed is due by way of loss or damage caused to or would be said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the said Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ /-.

3. We _____ Bank Limited, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the NMDC under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till _____ NMDC certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the guarantee. The Corporation is at liberty to ask the Bank before the expiring of this Bank Guarantee to extend the validity/term of the Bank Guarantee from time to time.

4. We _____ Bank Limited, further agree with the NMDC that the NMDC shall have fullest liberty without our consent and without affecting in any manner or obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the NMDC Limited, against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of NMDC or any indulgence by NMDC to the said Contractor(s) or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We, _____ Bank Limited, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the NMDC Limited, in Writing. Dated the _____ day of _____ 20____ For _____ Bank Limited.

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।

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.