एन.एम.डी.सी. लिमिटेड

बचेली कॉम्प्लेक्सए डाकघर : बचेली

(भारत सरकार का उद्यम)

बैलाडिला आयरन ओर खान



N M D C LIMITED

(A Government of India Enterprise)

Bailadila Iron Ore Mines Bacheli Complex, PO : Bacheli, Dist. Dakshin Basti Dantewada - 494 553 (CG State)

जिला : दक्षिण बस्तर, दंतेवाड़ा-494 553 (छ.ग.)

Phone No. 07857-230079, 230751 Fax: 07857-231253, E-mail: <u>bld5materials@nmdc.co.in</u>; <u>bld5materials@gmail.com</u>;

GEM BOQ BID (UNDER OEM CATEGORY) (ITEM-WISE EVALUATION)

We intend to procure following items. You are requested to submit your techno-commercial & price bids for the same in GEM website.

| SN | Item Code | Item Description | Qty. |
|----|------------|---|------|
| 1 | 1200013936 | EPSON Ink Bottle (005)-120Ml for EPSON Tank M3170 Printer | 50 |
| 2 | 1200014658 | EPSON C13T03Y100 Black Ink Bottle for EPSON Tank L14150 Printer | 30 |
| 3 | 1200014659 | EPSON C13T03Y200 Cyan Ink Bottle for EPSON Tank L14150 Printer | 30 |
| 4 | 1200014720 | EPSON C13T03Y300 Magenta Ink Bottle for EPSON Tank L14150 Printer | 30 |
| 5 | 1200014721 | EPSON C13T03Y400 Yellow Ink Bottle for EPSON Tank L14150 Printer | 30 |
| 6 | 1700284579 | Maintenance Box for EPSON M3170/L14150 Printer | 30 |

SPECIAL NOTE:-

- **01.** All Vendors are requested to submit "F.O.R. Destination Price Basis" only.
- **02.** The Bidding against the tender will be Through GEM only.
- 03. Email & Fax Quotation are not acceptable.
- **04.** Please quote minimum Delivery Period.

Please attach the following documents duly signed & sealed while uploading your offer on the Portal.

| 1. | Technical Specification cum Check list sheet as per Annexure-II |
|----|--|
| 2. | Techno-Commercial (Compliance) Check-List as per Annexure-III |
| 3. | Self-Certificate regarding Local Content as per Annexure-IV (OPTIONAL) |
| 4. | Proof of EMD paid (DD/Online RTGS/ Bank Guarantee). |
| 5. | OEM/ Valid Authorized Dealership Certificate / Letter. |
| 6. | MSE, PAN & GST Registration Certificate. |
| 7. | Integrity Pact as per Annexure-VIII |
| 8. | Standard Requirements For Sa8000 as per Annexure-IX |

ANNEXURE-I

TECHNICAL SPECIFICATIONS:-

| SN | Item Code | Item Description | Qty. |
|----|------------|---|------|
| 1 | 1200013936 | EPSON Ink Bottle (005)-120Ml for EPSON Tank M3170 Printer | 50 |
| 2 | 1200014658 | EPSON C13T03Y100 Black Ink Bottle for EPSON Tank L14150 Printer | 30 |
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| 5 | 1200014721 | EPSON C13T03Y400 Yellow Ink Bottle for EPSON Tank L14150 Printer | 30 |
| 6 | 1700284579 | Maintenance Box for EPSON M3170/L14150 Printer | 30 |

ADDITIONAL TERMS & CONDITIONS (ATC)

Before submitting your offer/ Bid, kindly read the complete tender document carefully. Submission of offer will be considered as "The Bidder has read, understood & accepted all the technical as well as commercial aspects of the tender document unless otherwise specified".

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

Bid ATC will supersede the other GeM GTC. If any deviation are not mentioned by the bidder, it is deemed that they are agreeing to all Bid ATC.

The Offer/Quotation with detailed terms & conditions should be uploaded on **GeM Portal only**.

1. EARNEST MONEY DEPOSIT (EMD):-

Your Tender must be accompanied by EMD of **Rs./**- (You may ignore the percentage value of EMD amount as appearing in EMD section of GEM Bid). Bidders are requested to submit full amount of **Rs./**-for EMD <u>irrespective of bid submission for the item</u> of bid enquiry, which can be submitted in the following modes only:

a) Online transfer though SB collect.

Detailed procedure for online transfer through SB collect is as follows:

- 1. Visit <u>www.onlinesbi.sbi</u> / <u>https://www.onlinesbi.sbi/sbicollect/icollecthome.htm</u> <u>PSU Public Sector</u>
- 2. Click on SB Collect
- 3. Tick the terms acceptance box and Click on Proceed
- On State Bank Collect Page Select State Chhattisgarh and Select Type of Corporation - PSU then Click on GO button
- 5. Select PSU- National Mineral Development Corporation and Submit
- 6. Select the Payment Category of Bacheli Complex
- 7. Fill the details on the Details of Payment Page and Submit
- 8. Select the payment **Method** in the given List
- 9. Complete the payment process
- 10. Receipt of the EMD payment will be generated which is to be uploaded in the bid.

OR

- 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-V) herewith and favoring NMDC. BG should be valid for a period of six months from the date of submission of your offer.
 - 1. The bidder shall forward the original EMD BG to "HOD (Materials), NMDC BIOM Bacheli Complex-494553, C.G. so that it can reach us within 10 days from the date of final technical bid opening

otherwise your offer will be "Rejected" for issuance of BG kindly note our Bank details which is as follows:-

2. Scanned Copy of BG towards EMD shall be uploaded in the bid.

Bank Account # State Bank of India, NMDC's Account # 10932466161,

IFSC Code SBIN0003183,

MICR # 494002534, Bank Code 3183,

Branch: Bacheli - 494 553, Dist. Dantewada (CG)

OR

- e) <u>Demand Draft (DD):</u> In the form of Demand Draft (DD) of equivalent amount drawn from any Nationalized bank/ scheduled commercial bank in India and favoring NMDC. The supplier shall forward the DD to "DGM) Materials, NMDC BIOM Bacheli Complex 494553, C.G." Scan copy of DD shall be uploaded along with bid. . However, Original copy of DD must reach us within 10 days from the date of final technical bid opening else their offer will be liable for rejection.
- d) Tenderer of Micro & Small Enterprises (MSEs) <u>registered with UDYAM</u> 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 for their own make/manufactured items EMD are exempted.
- e) EMD submitted in any other format/mode other than specified above shall not be acceptable.
- f) Without EMD the tender will be summarily rejected.
- g) EMD exemption shall be as per GeM guidelines.
- 2. Bidders shall submit complete technical specifications (including brochure if available) along with offer.
- 3. PRICE:-Prices should be firm and fixed without any variation factor/adjustment and valid for acceptance for a period of 180 days from due date of tender opening. The price basis should be FOR Destination only i.e. Material has to be supplied up to NMDC Ltd., Bailadila Iron Ore Mines, Deposit 5, 10&11A, Bacheli Complex, Bacheli 494553, Dist. Dantewada.
- 4. TAXS &DUTIES:- Standard Taxes, Duties & Levies Etc.: All the GST Rules and Regulations notified/ Amended time to time are applicable to this tender.
- 5. PAYMENT: ADVANCE PAYMENT TERM IS NOT ACCEPTABLE. Our Standard Payment term is as below:

<u>100 % payment</u> within 30 days **after Receipt Acceptance** & **Installation** (as per Scope of supply) of materials at our site through **e-payment** on submission of required documents **through VSS Portal**.

The following Original Documents required for releasing payment:-

(1) Delivery Challan / Packing List. (2) GST Invoice Copy in Triplicate.

"VSS vendor self portal is a platform developed for transparency in transaction between NMDC and the vendors. Vendors will be able to upload their Invoices after successful registration in the portal and will be able to track the status of their Invoice, details of Amount paid & Deduction (If applicable). They will be also able to check the details of pending orders and completed orders placed on them. The Registration process is given below:

One Time Registration in VSS Portal as a Seller: After Receipt of Purchase Order, Sellers need to contact via mail to the Buyer with the following details for the Vendor I'd Creation and Link, to access the VSS Portal.

- Firm's Name & Full Address
- ➤ GST No. with a Copy
- PAN No. with a Copy
- Udyam Aadhar Registration No. with a Copy, If applicable
- Bank Details with a cancelled Cheque Copy
- ➤ Valid E-mail I'd (It will be used for all future transactions with the vendor & NMDC and OTPs will be shared in this mail only).
- Valid Mobile No. (It will be used for all future correspondence).

In reply, Sellers will receive a registration link on their registered mail Id from NMDC Side. Tutorials and Guidelines will also be available in the reply mail to guide the vendors through registration process. Once, the vendor is registered, Invoice and supporting Documents can be uploaded at the time of dispatch of Material and the same can be tracked further until the receipt of the Payment. Vendors will be able to use the same Login I'd for uploading Invoices for Other Purchase orders of NMDC as well".

NMDC has registered with **M/s. RXIL**. All MSE vendors should register themselves with these TReDS Platform for availing the facility of bill discounting on TReDS portal. If registered, please submit the details.

- 6. <u>DELIVERY PERIOD</u>: The delivery period mentioned in bid document us tentative. Kinldy offer your shortest delivery period. Delivery Period quoted should be definite and guaranteed. Failure to supply the material in time will attract penalty as per penalty clause. Please Quote minimum delivery period. If no delivery period is quoted by firm, then GeM bid delivery should be applicable & binding.
- 7. **BANK CHARGES**:- The supplier should bear all types of Bank charges.
- 8. <u>PLACE OF DELIVERY</u>:- The item shall be supplied on FOR-Destination (CSD Bacheli/CSD Hill Top) basis at NMDC Ltd., Bailadila Iron Ore Mines, Bacheli Complex, Post Bacheli 494553, Dist. Dantewada, C.G State.
- 9. <u>LIQUIDATED DAMAGES (LD)</u>:- In the event of placement of order, should the Supplier **fail to deliver** the **Materials** in full within the delivery date the corporation reserves the right to levy the LD on the Supplier @ 0.5 % for each week or part thereof for undelivered portion but not exceeding 5 % of the order value.

In case, the material are not supplied within delivery period, than 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. Except for the reasons specified in the Force Majeure Clause, the Corporation shall have the right to levy the LD as already provided. All correspondence in connection with the above may be addressed to **DGM (Materials)**, **NMDC Limited, BacheliCompelx**.

- 10. <u>GUARANTY/ WARRANTY</u>:-The offered/supplied **item** shall be **Guaranteed/Warranted** for a period of <u>18 Months</u> from date of dispatch (OR) <u>12 months</u> from the date of Commissiong/Installation, whichever is earlier. Against manufacturing defects, bad workmanship, poor quality of material etc. In case of spares the sellers shall be responsible for correctness of the materials to fit into our existing machines.
 - In case any defects are detected during the period of warranty the tenderer should arrange to examine the same and make good the loss in terms of rated life. In case of failure within the warranty period, inspection will be carried out and if after inspection, any article is found to be defective, the spares shall be replaced **FREE OF COST** by the supplier.
- 11. 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 submit the **Self Certificate** regarding Local Content on their Letter Head as per Annexure-IV.
- 12. <u>LIMITATION OF LIABILITY</u>: Except in cases Criminal Negligence of wilful non-Performance or wilful default.
- (A) The Supplier/ Contractor shall not be liable to the Employer, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss or use, loss of Production, or loss of profit or interest costs.

AND

- (B) The aggregate liability of the Supplier/ Contractor to the employer, whether under the contract, in tort or otherwise including the cost of repairing or replacing defective equipment, shall not exceed the 100 % (Hundred percent) of the contract price plus escalation if applicable as per contract, provided that this limitation shall not apply to any obligation of the contract, to indemnity 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.
- 13. **FORCE MAJEURE CLAUSE**: If at any time during the continuance of Acceptance of Tender (A/T), the performance in whole or in part by either party of 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, 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.
- 14. <u>INSPECTION</u>:- 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.
- 15. OFFER VALIDITY: Your offer should be kept valid for 180 Days from the date of tender opening & to be extended for further period if necessary.

- 16. TRANSPORTATION OF GOODS: NMDC Limited Bacheli Complex is having Rate Contract (RC) with M/s. Associate Road Carriages Ltd (ARC) (Mo.# 96584 64295) and M/s. Balan Transport (Mo No. # 94242 93692) for transportation of goods to our project. Hence, you may preferably book the consignment with the above transporters. However, you may opt your own mode of transportation based on your convenience.
- 17. <u>WITHDRAWL OF TENDER</u>:- 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. Forfeit of Earnest Money Deposit (EMD).
 - 2. Lodging complaint with NSIC/DGS&D/any other Government departments
 - 3. Removal of supplier's name from the company's approved list of suppliers
 - 4. Raising Incident in GeM Portal and may escalate Incident at discretion of NMDC.
- 18. <u>TENDER EVALUATION PROCEDURE</u>: Offers will be evaluated **Item-Wise** (Single Source/without Qty. Splitting for uniformity in the products & in view of better Maintenance purpose) on FOR Destination Cost basis.
- 19. **DEVIATION**: Before submitting your offer/ Bid, kindly read the complete tender document carefully. Submission of offer will be considered as "The Bidder has read, understood & accepted all the technical as well as commercial aspects of the tender document unless otherwise specified". Any deviations on technical and commercial points are required to be brought out clearly in a separate sheet. Acceptance of deviations is strictly at the discretion of NMDC. Bidder shall clearly state that all the terms and conditions are acceptable and there are no deviationsotherwise submit the deviation list, if any.

20. <u>SETTLEMENT OF DISPUTES</u>:-

20.1.1 <u>CONCILIATION</u>: 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 Dantewada (CG). 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.

20.2 ARBITRATION:-

20.2.1 FOR ALL THE TENDER OTHER THAN GLOBAL TENDERS

20.2.1.1 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.

- 20.2.1.2 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.
- **20.2.1.3** 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.
- **20.2.1.4** The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time.
- 21. <u>AFTER-SALES-SERVICE:</u> The after-sales-service facilities in India within warranty period and beyond warranty period are to be indicated. Confirmation shall be given that after sales & service shall be provided outside the warranty period also. Complete address of the location from where after sales service facility will be provided may be indicated. Sufficient proof of having competent and adequate technical staff for after sales service should be furnished with the offer.
- 24. MAKE & MODEL: Tenderer should clearly indicate the name of the manufacturer of the item with full specification. The tenderer shall indicate the Make/Model etc. and also confirm that the materials offered confirm strictly to our specification.

Notice regarding Limited Tender Enquiry:

- This is a Limited Tender Enquiry issued to **Authorized dealers of EPSON under OEM category (Q2) as per provisions on GeM Portal basis.** The tender has been displayed only for information purpose regarding items being procured by NMDC Limited and not for participation of any other firms to whom the tender is not issued by GeM Portal (As per provisions on GeM Portal).
- However, other firms who are capable of supplying the tendered items may kindly register themselves under OEM (Q2) category on GeM Portal.
- 22. **PRICE/PURCHASE PREFERENCES:-** Price/ purchase preferences as per guidelines issued by Government of India are applicable subject to satisfying provisions in the guidelines. Necessary details for such provision in the guidelines are to be forwarded for examination.
- 23. 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 uptoTWO YEARS.

- The Corporation also reserves the right to initiate the action, as deemed fit, against the tenderer/supplier backing out after opening of tenders / failing to supply after award of PO. The action may include debarring the Tenderer / Supplier for a suitable period or Black Listing the firm from NMDC Ltd.
- 24. **RISK PURCHASE:-** The subletting of contract is not permissible. If the supplier fails to deliver the material within stipulated period due to no fault of the Corporation. The Corporation reserves the right to cancel the order and repurchase the outstanding portion from any source at the risk cost and consequences of the seller.
- 25. ORGANISATION CATEGORY: -MSE/NSIC/SSI/NON-SSI/SC/ST firm/Women Enterprise or Others clearly specify.
- 26. <u>COMPLIANCE TO SA8000</u>: Our Company is certified under SA8000 and as such we also expect that your company shall also comply with the SA8000 standards (Optional As per **Annexure-VI**).
- 27. BID SPECIFIC AUTHORIZATION CERTIFICATE:- Bidders are requested to submit the Bid Specific Authorization Certificate along with their offer i.e. OEM Authorization Certificate should contain our Bid No. in the Authorization Certificate that OEM is Authorizing them (the bidder) to participate in the specific Bid otherwise, offer will be rejected. In case the authorization letter is not submitted even after clarification, the offer of the bidder (dealer) shall be rejected. OEM IS EXEMPTED from the submission of Bid Specific Authorization Certificate.
- 28. MSE EXEMPTION:- For MSE benefits, bidder shall apply in GEM portal for such 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. In case firm has not opted the same on portal while submission of Bid & falls under the specific category, then no benefit will be extended & tender will be finalized as per available GeM provision.
- 29. **BORDER SHARING**: The Govt. of India Order O.M No: F.No: 6/18/2019-PPD dated 23-07-2020 on borer sharing and any othe **Border Sharing**: The Govt. of India Order O.M No: F.No: 6/18/2019-PPD dated 23-07-2020 on borer sharing and any other orders/ circulars related if any shall be applicable for this tender.r orders/ circulars related if any shall be applicable for this tender.
- 30. 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.
- 31. **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. Any clarification from the bidder shall be the discretion of the buyer.
- 32. 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.
- 33. 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.
- 34. 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.

- 35. 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.
- 36. 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.
- 37. Bidders shall comply to all Environmental Laws & Contractual Commitments related to Environmental aspects.
- 38. <u>DENIAL CLAUSE (DC)</u>:- "Since delay in delivery is a default by the seller, the buyer should protect himself against extra expenditure during the extended period by stipulating a denial clause (over and above levy of LD) in the letter informing the supplier of extension of the delivery period.

In the denial clause, any increase in statutory duties and/or upward rise in prices due to the PVC clause and/or any adverse fluctuation in foreign exchange are to be borne by the seller during the extended delivery period, while the purchaser reserves his right to get any benefit of a downward revisions in statutory duties, PVC and foreign exchange rate. Thus, PVC, other variations and foreign exchange clauses operate only during the original delivery period"

TENDERERS ARE REQUIRED TO CONFIRM ACCEPTANCE OF ALL COMMERCIAL TERMS AND CONDITIONS POINT WISE AND CLAUSE WISE.

Contact Persons at NMDC:

Mr. Amit, Asst. Manager (Materials),

Email : <u>amit@nmdc.co.in</u>, Mobile : +91-94169 91448

Mr. B. Lachu, AGM (Materials),

Email : <u>blachu@nmdc.co.in</u>
Mobile : +91- 7587876642

| CoM Bid Rof No. | Dato |
|-------------------|----------|
| Gelvi blu Kel No. | Date |

ANNEXURE-II

TECHNICAL SPECIFICATION CUM CHECK-LIST

| Sl.No. | ITEM CODE / DESCRIPTION | REMARKS | TO BE FIELD BY BIDDER |
|--------|---|---------------------------|--------------------------|
| | Item Code: 1200013936 EPSON Ink Bottle (005)-120Ml for EPSON Tank M3170 Printer | ACCEPTED/ NOT ACCEPTED | |
| 1. | | Aplicable GST (%) | |
| 2. | Item Code: 1200014658 EPSON C13T03Y100 Black Ink Bottle | ACCEPTED/ NOT ACCEPTED | |
| 2. | for EPSON Tank L14150 Printer | Aplicable GST (%) | |
| 3. | Item Code: 1200014659 EPSON C13T03Y200 Cyan Ink Bottle for EPSON Tank L14150 Printer | ACCEPTED/ NOT ACCEPTED | |
| | | Aplicable GST (%) | |
| 4. | Item Code: 1200014720 EPSON C13T03Y300 Magenta Ink Bottle for EPSON Tank L14150 Printer | ACCEPTED/ NOT ACCEPTED | |
| | | Aplicable GST (%) | |
| _ | Item Code: 1200014721 EPSON C13T03Y400 Yellow Ink Bottle | ACCEPTED/ NOT ACCEPTED | |
| 5. | for EPSON Tank L14150 Printer | Aplicable GST (%) | |
| 6 | Item Code: 1700284579 Maintenance Box for EPSON M3170/L14150 Printer | ACCEPTED/ NOT ACCEPTED | |
| 6. | | Aplicable GST (%) | |

Name of the Firm / Company:-Name of Contact Person & Designation:-Mobile No. :-Tele No. & Fax No. (with STD) :-Email :-

SIGNATURE & SEAL OF THE TENDERER

| GeM Bid Ref No. | | Date |
|-----------------|--|------|
|-----------------|--|------|

ANNEXURE-III

(TECHNO-COMMERCIAL CHECK-LIST TO BE FILLED BY TENDERER) (Please filled duly signed & Seal & attached as Separate Sheet along with offer)

| SL. No. | DESCRIPTION | Remarks | To be filled & submitted by Bidder (Compliance) |
|----------------|---|------------------------------|---|
| 1. | EMD - As per Clause # 1 of Annexure-I Please attach the proof of EMD paid (Online SBI Collect/ Bank Guarantee/DD). EMD exemstion will be as per GeM Provisions. | Submitted/ Exemption | |
| 2. | PRICE BASIS-Bacheli Complex (FOR Destiantion basis only) - As per Clause # 3 of Annexure-I | Accepted Only | |
| 3. | TAXS & DUTIES- As per Clause # 4 of Annexure-I (CGST/SGST/IGST %) | Please specify | |
| | PAYMENT - As per Clause # 5 of Annexure-I | Accepted/ Not accepted | |
| | I. GST No with a Copy | Please specify & upload | |
| 4. | II. PAN No. with a Copy | Please specify & upload | |
| 4. | III. BANK ACCOUNT Details with a cancelled cheque copy | Please specify & upload | |
| | IV. UDYAM Adhar Registration No. with a Copy, If any | Please specify & upload | |
| | V. Valid E-MAIL ID | Please specify | |
| | VI. Valid MOBILE NO. | Please specify | |
| 5. | DELIVERY PERIOD - As per Clause # 6 of Annexure-I Please quote minimum Delivery Period. | Please specify | |
| 6. | BANK CHARGES - As per Clause # 7 of Annexure-I The supplier should bear all types of Bank Charges. | Accepted/ Not accepted | |
| 7. | PLACE OF DELIVERY - As per Clause # 8 of Annexure-I | Accepted/ Not accepted | |
| 8. | LD - As per Clause # 9 of Annexure-I | Accepted/ Not accepted | |
| 9. | GUARANTEE/WARRANTY- As per Clause # 10 of Annexure-I | Accepted/ Not accepted | |
| 10. | PUBLIC PROCUREMENT POLICY (PREFERENCE TO MAKE IN INDIA) -As per Clause # 11 of Annexure-I | Please specify / Uploaded | |
| 11. | LIMITATION OF LIABILITY - As per Clause # 12of Annexure-I | Accepted/ Not accepted | |
| 12. | FORCE MAJEURE CLAUSE - As per Clause # 13 of Annexure-I | Accepted/ Not accepted | |
| 13. | INSPECTION - As per Clause # 14 of Annexure-I | Accepted/ Not accepted | |
| 14. | OFFER VALIDITY - As per Clause # 15 of Annexure-I Please confirm your acceptance your offer validity is 180 days as per GeM Portal. | Accepted/ Not accepted | |
| 15. | TRANSPORTATION OF GOODS - As per Clause # 16 of Annexure-I | Accepted/ Not accepted | |
| 16. | WITHDRAWL OF TENDER - As per Clause # 27 of Annexure-I | Accepted/ Not accepted | |
| 17. | TENDER EVALUATION PROCEDURE - As per Clause # 18 of Annexure-I | Accepted/ Not accepted | |
| 18. | DEVIATION - As per Clause # 19 of Annexure-I | Accepted/ Not accepted | |

| 19. | SETTLEMENT OF DISPUTES - As per Clause # 20 of Annexure-I | Accepted/ | | |
|-----|---|---------------------|---------------------|--|
| | | Not accepted | | |
| 20. | AFTER-SALES-SERVICE - As per Clause # 21 of Annexure-I | Accepted/ | | |
| 20. | THE TER OFFICE OF THE PER CHARGE WET OF THIRD AND THE | Not accepted | | |
| 21. | MAKE - As per Clause #22 of Annexure-I | Please specify your | | |
| 21. | Please confirm make of your quoted item | Quoted make | | |
| 22. | PRICE/PURCHASE PREFERENCES - As per Clause # 23 of Annexure-I | Accepted/ | | |
| 22. | | Not accepted | | |
| 22 | BANNING OF BUSINESS DEALING - As per Clause # 24 of Annexure-I | Accepted/ | | |
| 23. | | Not accepted | | |
| 2.4 | RISK PURCHASE - As per Clause # 25 of Annexure-I | Accepted/ | | |
| 24. | | Not accepted | | |
| | ORGANIATION CATEGORY - | Dlagge amogify f- | | |
| 25. | (Please clearly specify your Organization Categoryi.e.MSE/NSIC/SSI/ | Please specify & | | |
| | NON-SSI / SC/ST Firm / Woemen Enterprise or Others) | upload | | |
| 26. | COMPLIANCE TO SA8000 - As per Clause # 27 of Annexure-I | Accepted/ | | |
| 20. | | Not accepted | | |
| | BID SPECIFIC AUTHORIZATION CERTIFICATE – As per Clause # 28 of Annexure-I | Agreed with | | |
| 27. | | Remarks & | | |
| | | Uploaded | | |
| 20 | BORDER SHARING - As per Clause # 30 of Annexure-I | Accepted/ | | |
| 28. | | Not accepted | | |
| | Above Techno-Commercial Terms & Conditions and details submitted 1 | | & Final and will be | |
| 29. | considered for offer evaluation. If any deviation are not mentioned by the bidder, it is deemed that they are agreeing to | | | |
| | all Bid ATC | | | |

Name of the Firm / Company :-Name of Contact Person & Designation :-Mobile No. :-Tele No.& Fax No. (with STD) :-Email :-

SIGNATURE & SEAL OF THE TENDERER

| GeM Bid Ref No | Date | | |
|--|---------------------------|---|--------------------------------------|
| | (IN LETTED HE | AD OF THE FIRM) | ANNEXURE-IV |
| | (IN LETTER HEA | AD OF THE FIRM) | |
| SELF CE | RTIFICATION re | garding LOCAL CON | NTENT |
| | ninimum 50 % and hence |) hereby certified that the off e we comes under CLASS I I | U |
| The address of Manufacturin | ng Unit : | | |
| 175(1)(i)(h) of the General Fi | nancial Rules for which a | ll be in breach of the Code a bidder or its successors can les along with such other acti | be debarred for up to two |
| | | | (Sign) |
| | | | (Seal) |
| | (C | OR) | |
| Wethe LOCAL CONTENT of redefinition of Make in India p | ninimum 20% and hence |) hereby certified that the off we comes under CLASS-II-L | O |
| The address of Manufacturin | ng Unit: | | |
| 175(1)(i)(h) of the General Fi | nancial Rules for which a | Il be in breach of the Code a bidder or its successors can les along with such other acti | be debarred for up to two |
| | | | (Sign) |

(FILL THE RELEVANT PORTION AND SUBMIT / UPLOAD ON THE GEM PORTAL)

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

(Seal)

ANNEXURE-V

PROFORMA BANK GUARANTEE FOR EMD

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

(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, BIOM, Dep-5,10/11A, Bacheli - 494553, Dist: DANTEWADA (CG) Phone: 07857-230079 / 231253 (Fax) Email: bld5materials@gmail.com; bld5materials@gmail.com; | Inmdc.co.in; |
| Dear Sirs, | |
| noM/shaving called the tenderer) wish to participate in the said have agreed to accept an irrevocable and | nvitation to tender under specification g its registered/Head Office at (hereinafter l tender for and you, as a special favour d unconditional Bank Guarantee for an amount of behalf of the tenderer in lieu of tender deposit required to |
| be made by the tenderer, as a condition preceden | t for participation in the said tender. |
| guarantee and undertake to pay immediat(in figures and words) w | having our Head Office at(local address) ely on demand by NMDC Limited, the amount of ithout any reservation, protest, demur and recourse. Any conclusive and binding on us irrespective of any dispute or |
| This guarantee shall be irrevocable and shall rethis guarantee is required, the same shall be extreceiving instructions from M/swh | main valid up to, if any further extension of ended to such required period (not exceeding one year) or ose behalf this guarantee is issued. |
| This date should be 30 days after the guarantee is | valid. |
| In witness where of the Bank, through its banker | has set its hand and stamp on this20 |
| WITENESS: | SIGNATURE: |
| SIGNATURE: | NAME: |
| OFFICIAL ADDRESS: | DESIGNATION WITH BANK: |
| ATTORNEY AS PER POWER OF ATTORNEY NO: | |
| DATE: | |

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 B.I.O.M Bacheli 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.