

GEM BOQ BID **(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	1200011971	YMCKO Ribbon for Zebra ZC300 Card Printer	03
2	1200012423	Mouse Pad Good Quality (with pad for wrist support)	50
3	1700009057	Pan drive 16GB (Durable Metal Casing) USB 3.0 or above	15
4	1700009058	Pan drive 32GB (Durable Metal Casing) USB 3.0 or above	10
5	1200013094	Pan drive 128GB (Durable Metal Casing) USB 3.0 or above	05
6	1200013121	Pan drive 256GB (Durable Metal Casing) USB 3.0 or above	05
7	1700002320	KEYBOARD : 104 Keys, USB, Wired, Mechanical Keyboard	10
8	1200011972	Cleaning Kit (card and printer) for Zebra ZC300 Card Printer	03
9	1200014723	1 TB External SSD USB 3.0 or above	04
10	1700009052	Single Mode Duplex Fiber Patch Cord SC to SC 3Mtr.	08
11	1200015884	TVS Thermal Transfer Ribbon for TVSE LP 46 NEO Printer	36
12	1200015640	Barcode Sticker - 2000 sticker (Single Sticker in one line) Size 50X25MMX1 200	200
13	1200013402	HDMI Cable 5 Mtr.	04
14	1200001947	S015586 Black Ribbon for EPSON LQ 2090 Printer	15
15	1200003874	Fuser Assembly for HP M227 Printer	10
16	1200014722	Fuser Assembly for HP Laserjet Pro M501 Printer	2
17	1200015409	Fuser Assembly for HP Laserjet M612 Printer Part Number - RM2-1257-020CN	2

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

TECHNICAL SPECIFICATIONS:-

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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. 1,36,835/- for EMD irrespective of bid submission for the item of bid enquiry, which can be submitted in the following modes only:-~~

a) ~~Online transfer through SB collect-~~

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

- ~~1. Visit www.onlinesbi.sbi/ / <https://www.onlinesbi.sbi/sbicollect/icollecthome.htm> - PSU Public Sector~~
- ~~2. Click on **SB Collect**~~
- ~~3. **Tick** the terms acceptance box and Click on **Proceed**~~
- ~~4. 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 Bachel 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.~~**

~~The bidder shall forward the original EMD BG to "HOD (Materials), NMDC BIOM Bachel 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:-

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)

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

OR

- ~~e) **Demand Draft (DD):** 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.~~
- ~~e) EMD Exemption is being extended to following firms only (As Per GOI Guidelines and GeM Provisions, on submission of documentary proof of such registration certificates):~~
- ~~i. Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration and are manufacturer of the offered Product or Service.~~
 - ~~ii. Start ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT),~~
 - ~~iii. KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar registered firms.~~
 - ~~iv. Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies and holding valid Vendor Assessment or Vendor Assessment Exemption Report / confirmation.~~
 - ~~v. Sellers / Service Provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s).~~
 - ~~vi. Sellers / Service Providers holding valid BIS License.~~
 - ~~vii. Central / State PSUs.~~
 - ~~viii. Seller / Service Provider registered with designated Agency / Authority as specified in the bid document by the Buyer.~~
- ~~f) EMD submitted in any other format/mode other than specified above shall not be acceptable.~~
- ~~g) Without EMD the tender will be summarily rejected.~~
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 :-
100 % payment within 30 days **after Receipt & Acceptance** (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. **DELIVERY PERIOD :-** The delivery period mentioned in bid document is tentative. Kindly 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. **PLACE OF DELIVERY :-** The item shall be supplied on **FOR-Destination** (CSD Bachel/ CSD Hill Top) basis at **NMDC Ltd., Bailadila Iron Ore Mines, Bachel Complex, Post - Bachel - 494553, Dist. Dantewada, C.G State.**

9. **LIQUIDATED DAMAGES (LD):-** 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 /penalty 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 penalty as already provided. All correspondence in connection with the above may be addressed to DGM (Materials), NMDC Limited, Bachel Compelx.

10. ~~**PERFORMANCE BANK GUARANTEE (PBG):-** The supplier should furnish a **Bank Guarantee** for **10 % of Contract Value** (format enclosed at **Annexure VI**) valid for the **Warranty period + 03 months (Grace Period)** in support thereof while claiming balance payment towards satisfactory performance of the **item**.~~

~~The BG should be made through any nationalized bank in India. The supplier should instruct their banker to forward original Bank Guarantee directly from Bank to NMDC.~~

~~**NOTE:-** In the event of placement of an order, should the supplier fail to submit the PBG within 30 days of Dispatch / Acceptance / Commissioning of materials (as defined in the PO), a penal interest at 12% per annum of the PBG amount shall be charged beyond 30 days i.e. from 31st day of effective date of Dispatch / Acceptance / Commissioning of materials.~~

11. ~~**SECURITY DEPOSIT (SD):-** In the event of placement of an order, the supplier shall submit a **Bank Guarantee** towards **Security Deposit** to the **buyer @ 5% of Contract Value** within 30 days of acceptance of tender. The Security Deposit bears no interest and is refundable after satisfactory completion of the supply. Security Deposit can be submitted in form of **Bank Guarantee (BG)** in prescribed form (As per **Annexure VII**) **valid for the delivery period plus 3 months**.~~

~~The BG should be made through any nationalized bank / scheduled commercial bank in India. The supplier should instruct their banker to forward original Bank Guarantee directly from Bank to NMDC. The Security Deposit bears no interest and is refundable after satisfactory completion of the supply.~~

~~**NOTE:-** In the event of placement of an order, should the supplier fail to submit the Security Deposit within 30 days of PO, a penal interest at 12% per annum of the SD amount shall be charged beyond 30 days i.e. from 31st day of effective date of contract.~~

12. **GUARANTY / WARRANTY :-**The offered/supplied **item** shall be **Guaranteed/Warranted** for a period of **18 Months** from date of dispatch (**OR**) **12 months** from the date of **Receipt**, whichever is earlier, against manufacturing defects, bad workmanship, poor quality of material etc. The warranty should be comprehensive and cover all bought out items that go into manufacturing of the item. Any defects noticed during the warranty period shall have to be rectified or materials replaced at your cost. Materials not confirming to specifications shall be rejected and returned to the supplier at their risk & cost.

13. **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.

14. **INSTALLATION & COMMISSIONING CHARGES:-** The supplier shall under take Installation/Commissioning of supplied Equipment at our site on Free of Cost Basis. You have to depute your competent personnel for carrying out the above activity for sufficient period to our Project on receipt of material / on receipt of confirmation from our end.

~~The Supplier shall, therefore, be fully responsible for satisfactory Installation /Commissioning and proving Performance Guarantee Parameters of the equipment not with standing that he may have been assisted by the Purchaser's authorized representative.~~

~~The supplier shall have to make their own arrangement for boarding and lodging, to and fro travel to project site. However, in case of availability, NMDC may consider accommodation in Project Guest House on chargeable basis. All the costs/ expenses have to be borne by the supplier.~~

15. **LIMITATION OF LIABILITY :-** 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 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.

16. **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.

17. **INSPECTION:-** ~~Initial inspection~~ may be carried out before dispatch at consignee's discretion. Inspection schedule shall be drawn well in advance and the supplier shall give at least 15 days clear advance notice for the consignee to carry out the pre-dispatch inspection. In case if inspection is not carried out within 15 days' notice, the supplier will be informed suitably. To carry out the pre-dispatch inspection, supplier should provide inspection / test certificates of important bought out components to facilitate the pre-dispatch inspection (PDI). Hence, automatic waivers of pre-dispatch inspections are not allowed.

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.

18. **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.
19. **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.
20. **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. ~~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.
21. **TENDER EVALUATION PROCEDURE :-** Offers will be evaluated **Item-Wise (Single Source without Qty. Splitting for uniformity in the products) on FOR Destination Cost basis.**
22. **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 deviations otherwise submit the deviation list, if any.
23. **SETTLEMENT OF DISPUTES :-**
 - 23.1.1 **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 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.

23.2 ARBITRATION :-

23.2.1 FOR ALL THE TENDER OTHER THAN GLOBAL TENDERS

- 23.2.1.1 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.

23.2.1.2 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.

23.2.1.3 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.

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

24. AFTER-SALES-SERVICE: 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.

25. ~~INTEGRITY PACT: Bidders have to upload the Scanned Copy of INTEGRITY PACT along with its completeness (As per Annexure VIII). In case of non receipt of Integrity Pact, such offers shall be considered as unsolicited and rejected. However, Original INTEGRITY PACT should be reached us within 10 days from the date of final technical bid opening, otherwise, your offer shall be liable to reject. Format of Integrity Pact along with its completeness is attached at Annexure VIII.~~

The procedure for submission of integrity pact would be as follows

- ~~• The Indian bidder should submit the integrity pact on its 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.~~
- ~~• If the bidder/contractor is a partnership or a consortium, the integrity pact shall be signed by all the partners or consortium members.~~
- ~~• At the time of tender opening, scanned copy of integrity pact will be downloaded and signed by the tender issuing officer or his authorized nominee.~~
- ~~• 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

Sl. No.	Name of the External Independent Monitor
1)	Shri. Anup Krishan Mehra, Dir. (Commercial) MOIL, (Retd.) Email : anupmehra1955@gmail.com ;
2)	Shri Vishvapavan Pati, IPoS (Retd) Email : vpati_2000@yahoo.com ; pativishvapavan@gmail.com ;
3)	Smt. Rajni Sekhri Sibal, IAS (Retd.) Email: rajnisekhrisibal@gmail.com

26. **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.
26. ~~**MATERIAL TEST CERTIFICATE :-**~~ The supplier shall submit **Material Test Certificate** from Govt. approved Test House OR from their laboratories at their cost for supplied materials.
27. ~~**FITMENT GUARANTEE CERTIFICATE :-**~~ Proper fitment of ~~offered/supplied items~~ at **Apron Feeder of Crushing Plant 10&11A** shall be the responsibility of the supplier. In case any problem of fitment you shall depute your personnel to supervise the fitment of the above and shall attend to modifications if any required the fitment **FREE OF COST** basis.
- i. ~~Apart from standard terms of Warranty & Guarantee shall give Fitment Guarantee Certificate also.~~
- ii. ~~You should supply the spares as One-To-One replacement, for the existing item to suit One-to-One Replacement.~~
28. **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.
29. ~~**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 on each bill as follows:
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 price charged to NMDC under this contract."
30. **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 upto TWO 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.
31. **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.

32. **ORGANISATION CATEGORY :-**MSE / NSIC / SSI / NON-SSI / SC/ST firm / Women Enterprise or Others clearly specify.
33. **COMPLIANCE TO SA8000 :-** 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-IX**).
34. **OEM AUTHORIZATION CERTIFICATE:-** Bidders are requested to submit the Bid Specific Authorization Certificate /Valid Dealership 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.
35. ~~**SAMPLE :-** Sample shall be submitted to **DGM(Materials), NMDC BIOM Bachel Complex-494556, CG** indicating GEM Bid No./Date.~~
36. ~~**DRAWING APPROVAL :-** Drawings for each item has been provided. However, **if any dimension is missing in the drawing, Successful Bidder finally shall visit the Site to collect the exact details/technical specifications to develop the drawings for ordered items (if any)** and submit the **developed Drawings** within **21 days from receipt of Purchase Order** to NMDC with providing complete details of **Material** including **Constructions Features, Materials and Complete Technical details** etc. and get it **approved from NMDC** before manufacturing for **ordered items**.~~
37. **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.
38. **Bidder shall submit the copies of PO against PQC along with the offer falling which thier offer shall be liable for rejection. No new credentials shall be acceptable after opening of Bid. With regard to Pre-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.
39. **BORDER SHARING:-** The Govt. of India Order O.M No: F. No: 6/18/2019-PPD dated 23-07-2020 on border sharing and any other orders/ circulars related if any shall be applicable for this tender.
40. **DENIAL CLAUSE (DC) :-** "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".

41. **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.**
42. **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.**

43. 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.
44. 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.
45. 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.
46. 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.
47. 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.
48. Bidders shall comply to all Environmental Laws & Contractual Commitments related to Environmental aspects.

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

Contact Persons at NMDC:

Mr. Amit AM(Materials)

Email : amit@nmdc.co.in

Mobile : **+91- 9416991448**

Mr.B. Lachu, AGM (Materials),

Email : blachu@nmdc.co.in

Mobile : **+91- 7587876642**

TECHNICAL SPECIFICATION CUM CHECK-LIST

Sl.No.	ITEM CODE / DESCRIPTION	REMARKS	TO BE FIELD BY BIDDER	QUOTED MAKE & MODEL
1.	Item Code: 1200011971 YMCKO Ribbon for Zebra ZC300 Card Printer	ACCEPTED/ NOT ACCEPTED		(As specified at Annexure-I)
		Applicable GST (%)		
2.	Item Code: 1200012423 Mouse Pad Good Quality (with pad for wrist support)	ACCEPTED/ NOT ACCEPTED		
		Applicable GST (%)		
3.	Item Code: 1700009057 Pan drive 16GB (Durable Metal Casing) USB 3.0 or above	ACCEPTED/ NOT ACCEPTED		
		Applicable GST (%)		
4.	Item Code: 1700009058 Pan drive 32GB (Durable Metal Casing) USB 3.0 or above	ACCEPTED/ NOT ACCEPTED		
		Applicable GST (%)		
5.	Item Code: 1200013094 Pan drive 128GB (Durable Metal Casing) USB 3.0 or above	ACCEPTED/ NOT ACCEPTED		
		Applicable GST (%)		
6.	Item Code: 1200013121 Pan drive 256GB (Durable Metal Casing) USB 3.0 or above	ACCEPTED/ NOT ACCEPTED		
		Applicable GST (%)		
7.	Item Code: 1700002320 KEYBOARD : 104 Keys, USB, Wired, Mechanical Keyboard	ACCEPTED/ NOT ACCEPTED		
		Applicable GST (%)		
8.	Item Code: 1200011972 Cleaning Kit (card and printer) for Zebra ZC300 Card Printer	ACCEPTED/ NOT ACCEPTED		
		Applicable GST (%)		
9.	Item Code: 1200014723 1 TB External SSD USB 3.0 or above	ACCEPTED/ NOT ACCEPTED		
		Applicable GST (%)		
10.	Item Code: 1700009052 Single Mode Duplex Fiber Patch Cord SC to SC 3Mtr.	ACCEPTED/ NOT ACCEPTED		
		Applicable GST (%)		
11.	Item Code: 1200015884 TVS Thermal Transfer Ribbon for TVSE LP 46 NEO Printer	ACCEPTED/ NOT ACCEPTED		
		Applicable GST (%)		
12.	Item Code: 1200015640 Barcode Sticker - 2000 sticker (Single Sticker in one line) Size 50X25MMX1 200	ACCEPTED/ NOT ACCEPTED		
		Applicable GST (%)		

13.	Item Code: 1200013402 HDMI Cable 5 Mtr.	ACCEPTED/ NOT ACCEPTED		
		Applicable GST (%)		
14.	Item Code:- 1200001947 S015586 Black Ribbon for EPSON LQ 2090 Printer	ACCEPTED/ NOT ACCEPTED		
		Applicable GST (%)		
15.	Item Code: 1200003874 Fuser Assembly for HP M227 Printer	ACCEPTED/ NOT ACCEPTED		
		Applicable GST (%)		
16.	Item Code: 1200014722 Fuser Assembly for HP Laserjet Pro M501 Printer	ACCEPTED/ NOT ACCEPTED		
		Applicable GST (%)		
17.	Item Code: 1200015409 Fuser Assembly for HP Laserjet M612 Printer Part Number - RM2-1257-020CN	ACCEPTED/ NOT ACCEPTED		
		Applicable 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

(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 RTGS/ Bank Guarantee). EMD exemption will be as per GeM Provisions.	Submitted/ Exemption	
2.	PRICE BASIS-Bacheli Complex (FOR Destination 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	
4.	PAYMENT - As per Clause # 5 of Annexure-I	Accepted/ Not accepted	
	I. GST No with a Copy	Please specify & upload	
	II. PAN No. with a Copy	Please specify & upload	
	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	
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.	LIQUIDATED DAMAGES (LD) - As per Clause # 9 of Annexure-I	Accepted/ Not accepted	
9.	PERFORMANCE OF BANK GUARANTEE(PBG) As per Clause # 10 of Annexure-I	Agreed with Remarks	

10.	SECURITY DEPOSIT (SD) - As per Clause # 11 of Annexure-I	Agreed with Remarks	
11.	GUARANTEE/WARRANTY - As per Clause # 12 of Annexure-I	Accepted/ Not accepted	
12.	PUBLIC PROCUREMENT POLICY (PREFERENCE TO MAKE IN INDIA) -As per Clause # 13 of Annexure-I	Please specify / Uploaded	
13.	INSTALLATION & COMMISSIONING CHARGES - As per Clause # 14 of Annexure-I	Accepted/ Not accepted	
14.	LIMITATION OF LIABILITY - As per Clause # 15 of Annexure-I	Accepted/ Not accepted	
15.	FORCE MAJEURE CLAUSE - As per Clause # 16 of Annexure-I	Accepted/ Not accepted	
16.	INSPECTION - As per Clause # 17 of Annexure-I	Accepted/ Not accepted	
17.	OFFER VALIDITY - As per Clause # 18 of Annexure-I Please confirm your acceptance your offer validity is 180 days as per GeM Portal.	Accepted/ Not accepted	
18.	TRANSPORTATION OF GOODS - As per Clause # 19 of Annexure-I	Accepted/ Not accepted	
19.	WITHDRAWAL OF TENDER - As per Clause # 20 of Annexure-I	Accepted/ Not accepted	
20.	TENDER EVALUATION PROCEDURE - As per Clause # 21 of Annexure-I	Accepted/ Not accepted	
21.	DEVIATION - As per Clause # 22 of Annexure-I	Accepted/ Not accepted	
22.	SETTLEMENT OF DISPUTES - As per Clause # 23 of Annexure-I	Accepted/ Not accepted	
23.	AFTER-SALES-SERVICE - As per Clause # 24 of Annexure-I	Accepted/ Not accepted	
24.	INTEGRITY PACT - As per Clause # 25 of Annexure-I	Submitted/ Not Submitted	
25.	MAKE & Model - As per Clause #26 of Annexure-I Please confirm make & model of your quoted item	Please specify your Quoted make	

26.	MATERIAL TEST CERTIFICATE —As per Clause # 27 of Annexure-I	Accepted/ Not accepted	
27.	FITMENT GUARANTEE CERTIFICATE —As per Clause # 28 of Annexure-I	Accepted/ Not accepted	
28.	PRICE/PURCHASE PREFERENCES - As per Clause # 29 of Annexure-I	Accepted/ Not accepted	
29.	FALL CLAUSE —As per Clause # 30 of Annexure-I	Accepted/ Not accepted	
30.	BANNING OF BUSINESS DEALING - As per Clause # 31 of Annexure-I	Accepted/ Not accepted	
31.	RISK PURCHASE - As per Clause # 32 of Annexure-I	Accepted/ Not accepted	
32.	ORGANISATION CATEGORY - (Please clearly specify your Organization Category i.e. MSE / NSIC / SSI / NON-SSI / SC/ST Firm / Woemen Enterprise or Others)	Please specify & upload	
33.	COMPLIANCE TO SA8000 - As per Clause # 34 of Annexure-I	Accepted/ Not accepted	
34.	OEM AUTHORIZATION CERTIFICATE - As per Clause # 35 of Annexure-I	Agreed with Remarks & Uploaded	
35.	SAMPLE —As per Clause # 36 of Annexure-I	Accepted/ Not accepted	
36.	DRAWING APPROVAL —As per Clause # 37 of Annexure-I	Accepted/ Not accepted	
37.	Above Techno-Commercial Terms & Conditions and details submitted by tenderer are Fixed & Final and will be 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

ANNEXURE-IV

~~(IN LETTER HEAD OF THE FIRM)~~

SELF CERTIFICATION regarding LOCAL CONTENT

~~We..... (Name of the firm) hereby certified that the offered materials are having the LOCAL CONTENT of minimum 50 % and hence we comes 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 the firm) hereby certified that the offered materials are having the LOCAL CONTENT of minimum 20% and hence we 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 ON THE GEM PORTAL)~~

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

PROFORMA FOR BANK GUARANTEE TOWARDS 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@nmdc.co.in;

Dear Sirs,

In accordance with your invitation to tender under specification no. _____ M/s. _____ having its registered/Head Office at _____ (hereinafter called the tenderer) wish to participate in the said tender for _____ and you, as a special favour, have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of _____ valid upto _____ 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 NMDC 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 where of the Bank, through its banker has set its hand and stamp on this _____ 20 _____.

WITNESS :

SIGNATURE :

SIGNATURE:

NAME:

OFFICIAL ADDRESS:

DESIGNATION WITH BANK:

ATTORNEY AS PER POWER OF ATTORNEY NO:

DATE:

ANNEXURE-VI

PROFORMA FOR BANK GUARANTEE TOWARDS PERFORMANCE GUARANTEE

~~(To be stamped on Rs. 100/- Non-judicial Stamp Paper)~~

~~(TO BE USED BY ALL NATIONALISED BANKS ONLY)~~

To _____ BG No. _____ Date _____
NMDC Limited _____ Amount of Guarantee : Rs. _____
B.I.O.M. Bacheli Complex Dep-5,10&11A _____ Guarantee Cover from _____ to _____
Bacheli Dist. Dantewada (CG) _____ Last Date for Lodgment of Claim _____

Dear Sir,

In consideration of the **NMDC Limited** (hereinafter referred to as the "Owner" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s _____ with Registered/Head Office at _____ (hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof include the successors, administrators, executors assigns) a contract by issue of owner's letter of Award No. _____ dated _____ and the same having been unequivocally accepted by the contractor resulting in a contract bearing No. _____ dated _____ value at _____ for _____ (scope of contract) and the Contractor having agreed to provide a contract performance guarantee for the faithful performance of the entire contract equivalent to * _____ % (percent) of the said value after contract to the owner.

We _____ (i.e. Name and address), having its Head office at _____ (hereinafter referred to as the Bank which expression shall unless repugnant to the context for meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all money payable by the contractor to the extent of _____ as aforesaid at any time up to (**) _____ (i.e. days/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the contractor. Any such demand made by the owner on the bank shall conclusive and binding notwithstanding any difference between the owner and contractor or any dispute pending before any court, tribunal or any authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the owner and further agrees that the guarantee herein contained shall continue to be enforceable till the owner discharges this guarantee.

The owner shall have the fullest liberty without affecting in any way the liability of the bank under this guarantee from time to time to extend the time for performance of the contract by the contractor. The owner shall have the fullest liberty without affecting this guarantee is postponed from time the exercise of any powers vested in them or of any right which they might have against the contractor and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any convenience, contained or implied in the contract between the owner and contractor or any other course of remedy or security available to the Owner. The Bank shall not be released to its obligations under these presents by any exercise by the owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of the owner or any other indulgence shown by the owner or by any other matters or thing whatsoever which under law would but for the provision, have the effect of relieving the bank.

The Bank also agrees that the owner at its option shall be entitled to enforce this guarantee, against the Bank as a principal debtor, in the first instance without proceeding against the contractor and notwithstanding any security or other guarantee that the owner may have in relation to the contractors liabilities.

1. The Bank Guarantee shall remain in full force and effect up to _____ (Date) and the owner shall have the right to demand or claim or encash/negotiable this Bank Guarantee within 3 months after the aforesaid date ie. _____ (date). A demand or claim in writing if received by us within the period i.e. on or before _____ (date) will be honored.
2. This Bank Guarantee shall be extended from time to time for such period (not exceeding one year) by _____ on whose behalf this bank guarantee has been given as desired by the corporation.

Dated this _____ day of _____ **2024** at _____.

Witness _____

(Signature)

(Signature)

Banker's rubber stamp

Name _____ Designation with bank stamp

Attorney as per Power of

Attorney No. _____

Dated: _____

NOTE :-

- BG SHALL BE **TEN PERCENT (10 %)** OF THE CONTRACT PRICE FROM NATIONALIZED BANK ONLY.
- THE DATE WILL BE NINETY DAYS (90) DAYS AFTER THE END OF THE WARRANTY PERIOD AS SPECIFIED IN THE CONTRACT.
- PLEASE FORWARD ORIGINAL BANK GUARANTEE ALONG WITH BANKER AUTHENTICITY LETTER DIRECTLY THROUGH BANK TO NMDC BACHELI COMPLEX CONSIGNEE ADDRESS ONLY. ELSE BG WILL BE REJECTED.

PROFORMA FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT

(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)

(TO BE USED BY ALL NATIONALISED BANK BANKS)

To

BG No. Date

NMDC Limited

Amount of Guarantee : Rs.

B.I.O.M. Bacheli Complex Dep-5,10&11A

Guarantee Cover from to

Bacheli Dist. Dantewada (CG)

Last Date for Lodgement of Claim

Dear Sir,

1. ~~In consideration of NMDC Limited, having agreed to exempt _____ (hereinafter 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, Hyderabad 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, Hyderabad 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 Ltd, 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 discharge 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 Ltd, 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) 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 party 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 Ltd. 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

~~Designation with bank stamp~~

NOTE :-

- ~~BG SHALL BE **FIVE PERCENT (5 %)** OF THE CONTRACT PRICE FROM NATIONALIZED BANK ONLY.~~
- ~~THE DATE WILL BE NINETY DAYS (90) DAYS AFTER THE END OF THE DELIVERY PERIOD AS SPECIFIED IN THE CONTRACT.~~
- ~~PLEASE FORWARD ORIGINAL BANK GUARANTEE ALONG WITH BANKER AUTHENTICITY LETTER DIRECTLY THROUGH BANK~~
- ~~TO NMDC BACHELI COMPLEX CONSIGNEE ADDRESS ONLY. ELSE BG WILL BE REJECTED~~

FORMAT FOR COMPLETENESS OF INTEGRITY PACT

CERTIFICATE

NAME OF THE TENDER:

TENDER ENQUIRY NO:

DATE OF TENDER ENQUIRY:

I/WE hereby undertake that M/s. Confirm completeness of "Integrity Pact" provided in Part A of the tender document.

Signature of the authorized person

On behalf of M/s. _____

Place:

Date: _____ Seal and Signature

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.~~

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 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 under the respective contract, and for all other Bidder's 6 months after the contract has been awarded.

SECTION 10 – OTHER PROVISIONS

- ~~(1) This Agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal.~~
- ~~(2) Changes and supplements as well as termination notices need to be made in writing; Side Agreements have not been made.~~
- ~~(3) Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Agreement remains valid. In this case, the parties will strive to come to an Agreement to their original intentions.~~
- ~~(4) A person signing Integrity Pact shall not approach the courts while representing the matters to IEMs and he/she will await their decision in this matter.~~
- ~~(5) Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclosed their foreign principals or associates.~~
- ~~(6) Bidders to disclose the payments to be made them to agents/ brokers or any other intermediary.~~

For the Principal

For the Bidder/Contractor

Place _____ Witness 1 : _____

Date _____ Witness 2: _____

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 Bachel 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.