



THE STATE TRADING CORPORATION OF INDIA LTD

(A GOVT. OF INDIA ENTERPRISE)

Jawahar Vyapar Bhawan, Tolstoy Marg, New Delhi 110001

Notice Ref No: STC/CO/GOLD/NMDC/PRICEQUOTATION-1/2017 DTD 11.09.2017

Sub: Notice inviting Trade Margin bids from bullion empanelled Parties through Central Public Procurement Portal (CPP) for Participation in NMDC LIMITED's tender. (Ref ENQUIRY No: PDMM/PUR/39A028/E-607 dated 30.08.2017).

Specification of Gold Bullion Coin:

- **10 Grams (122 Numbers) & 5 Grams (79 Numbers) each**
24 Carat Gold Bullion coins (circular type) of 999.0 Purity (fineness) with NMDC Logo, Name of the company (NMDC Ltd), Year (2017) & Project Name (DMP, PANNA) on one side and Weight of the coin (10 Gms/ 5 Gms), Name of the company (NMDC Ltd), Project Name (DMP, PANNA) & Purity of Gold (GOLD 999) on the other side as per the art work prescribed by NMDC.

Special Terms & Conditions of NMDC Limited:

- a) The supplier has to submit the warranty/Genuineness certificate of purity of Gold coins supplied. NMDC will have right to check the quality and purity of the gold coins in Government approved laboratory.
- b) Manufacturing of Gold Bullion coins should commence after confirmation of approved art work from NMDC Ltd.
- c) Each Gold coin will be packed in laminated card as per the proforma of packing enclosed at annexure-III.

Against the subject tender floated by NMDC LIMITED, the empanelled suppliers of STC are invited for participation in the said tender of NMDC LIMITED for supply of gold coins, as our backup supplier on the following terms & conditions:

- A.**
1. The Backup supplier to furnish the required EMD (Annexure II/V of NMDC tender document) for STC's tender participation through Demand Draft in favour of NMDC LIMITED.
 2. The Backup supplier/successful bidder to furnish a PBG of 2% of Basic Invoice Amount through STC as detailed at clause No. 18 of the NMDC tender terms.
 3. Successful bidder to deposit an amount of Rs. 2Lakh as Security Deposit through RTGS exclusively for STC. The same shall be refunded to the supplier on successful completion of the contract and after receipt of full payment from the Tendering Authority/Purchase Organization after deducting Commission/charges if any.
 4. The Undertaking (on stamp paper) to be submitted by all the participants that "I/We have gone through the terms and conditions of the NMDC Limited Tender No. PDMM/PUR/39A028/E-607 dated 30.08.2017 and have understood the same and that the same are accepted and binding upon me/us without any exceptions and deviations."
 5. All tender terms and conditions of NMDC LIMITED & STC including all the annexures are to be accepted by the backup supplier.
 6. The Gold coins to be arranged by the supplier should be strictly complying with the specifications, packing etc., as per NMDC tender terms (as per annexure III).
 7. Payment to the backup supplier shall be released by STC only after receipt of payment from NMDC LIMITED after deducting trade margin and any other charges (if any).
 8. The shortlisted backup supplier should submit an undertaking in the subject tender that they shall be exclusively participating only through STC and not directly or through any other company. If the same is found so, at later date the said supplier will be debarred for further tender participation through STC under intimation to all State and Central Government Departments.

- B.** The party which quotes the highest trade margin in % terms of the total value (including taxes, duties etc) will be considered. The minimum margin to be quoted should not be less than 1% (one percent) of the Tender value. The Trade Margin shall be added to the quoted price and the price including the Trade Margin shall be offered to NMDC Limited. The Trade Margin to be filled in the prescribed format at STC's Annexure-A.
- C.** The bids which are not as per the terms & conditions shall be summarily rejected. No conditional quotations shall be accepted.
- D. Bullion associates empanelled with STC as per STC's Annexure-B, are eligible to participate in STC's tender. Bids received from associates other than the list of associates as per STC's Annexure-B will not be evaluated and will be summarily rejected.**
- E. List of documents to be uploaded**
- Required EMD through Demand Draft in favour of NMDC Limited.
 - STC's Annexure A- Trade Margin Quotation
 - All Undertakings as per STC's tender notice.
- F. Electronic Submission of Bids**
- For submission of e-bids, bidders are required to get themselves registered with www.eprocure.gov.in/eprocure website using Digital Signature Certificate (DSC) essentially having signing certificate.
 - Bidders are advised in their own interest to submit the online bids well before the submission end date and time (as per the server system clock of e-procurement portal). STC will not be responsible for any delay or the difficulties encountered during the submission of bids at the last minute due to any technical or other problem.
 - For any queries relating to the process of online bid submission or queries relating to CPP Portal (eprocure.gov.in), Bidder may contact CPP Portal Helpdesk on Tel No's.: "0120-4200462, 120-4001002 and 91-8826246593."

G. Closing time of Trade Margin Bid: The empanelled parties are requested to submit their Trade Margin Bid through Central Procurement Portal (www.eprocure.gov.in) latest by **11:00 AM on 13.09.2017**. **Bids shall be opened the same day at 11:15 AM.** STC may seek any further clarifications or documents as felt necessary but not obliged to do so.

H. STC may at its absolute discretion, reserve the right to shortlist, accept, disqualify, elect, abandon, reject any part or whole of the process without giving prior notice to the prospective party. STC reserves the right to cancel this tender in totality without assigning any reason at any point of time. The decision of STC in this regard shall be final and binding on all participating suppliers.

I. Clause of Indemnity

The supplier will indemnify STC of any liability on account of fraud or breach of trust caused by the NMDC Limited/supplier in performing the contractual relations and also for any damages or compensation due to any dispute between the NMDC Limited and supplier. STC shall also be indemnified from any act or any factual concealment causing thereby damages or any legal proceedings against STC by any third party/NMDC Limited or supplier or any statutory authority involved in the transaction. The applicant also undertakes to keep STC harmless and indemnified from any loss or costs resulting from any decree obtained against NMDC Limited/supplier having tendency to be enforced against STC. Also, STC shall be indemnified from any consequential action taken by STC in order to protect its interest or in order to defend any suit or legal action for itself or for on behalf of NMDC Limited/supplier, to the extent of cost/legal expenses/interest imposed upon.

J. All details regarding the subject tender are available on websites: www.stclimited.co.in, and www.eprocure.gov.in/eprocure/app. Any change/modification/ corrigendum in connection with this tender will be intimated through one or more of these websites only. Prospective bidders are therefore requested to visit above mentioned websites regularly to keep themselves updated. STC shall not be liable to send any individual information or issue a public notice.

STC's Annexure-A-Trade Margin Quotation

Notice Ref No: STC/CO/GOLD/NMDC/PRICEQUOTATION-1/2017 DTD 11.09.2017

Name of the Company with full address	Trade Margin for STC in % (net of all charges)

	122 Nos. of Ten (10) grams gold Coins (each 24 carat	79 Nos. of Five (5) grams Gold coins (each 24 carat)
QUANTITY OFFERED	122	79

We hereby agree to all terms and conditions as per Notice Ref. No: STC/CO/GOLD/NMDC/PRICEQUOTATION-1/2017 DTD 11.09.2017

Signature: _____

Name: _____

Designation: _____

Company Seal

Place:

Date:

STC's Annexure-B-List of Associates

Sl.No.	Name of Buyer
1	Kundan Rice Mills
2	Kundan Care Products
3	RMPD
4	PMK Impex
5	PMCJ, Kanpur
6	SK Impex
7	RP Jewellers
8	Subra International
9	Krishan Chander Ramesh Chander Pvt Ltd.
10	National Jewels
11	Zevraat
12	M.D.Overseas/Gulab Impex
13	Radha Mohan Purshottam Das Aggarwal
14	PP Jewellers Pvt Ltd
15	Om Commodity
16	Sri Guru Jewels
17	Mine-O-Gold
18	PC Jewellers
19	KayEss Entp.
20	Prem Jewellers
21	Shreeji Trading
22	C.Damani & Sons
23	Mohan Gems & Jewels
24	N.C.Jewellers
25	Taj International
26	Gian Chand Kapoor Jwlr.
27	Kishan Lal Jewels
28	Goel Jewellery & Mart (P) Ltd.
29	J.H. Jewellers
30	Lotus Bullion
31	Lawat Jewellers
32	Jurassic Finance Consultants
33	SMC Comtrade
34	Brijwasi Jewellers Pvt. Ltd.
35	MCS Trading Co. Pvt. Ltd.

36	Metlloy Trading Services
37	Ramesh Kapoor & Sons
38	SRS Ltd.
39	Kriti Gems & Jewels Pvt. Ltd.
40	Santram Mangatram, Ludhiana
41	Bharat Bullion Bourse, N.Delhi
42	Tushar Jewellers
43	Soni Traders
44	Elegance Tradelinks Pvt. Ltd.
45	Jindal Bullion Ltd.,Delhi
46	Shaurya Universal, Mathura
47	Girdhar Associates
48	Diamond Tradex
49	AIMR
50	R K Exim
51	Shri Chain
52	Jindal Dychem
53	Dhan Lakshmmi
54	Navrang Theatres Pvt. Ltd.
55	BLB Commodities Ltd
56	Ess Emm Gems Pvt. Ltd.
57	Om Shree Sai Intl
58	Kundanmal Roop Chand
59	G Tech India
60	Venus Industries
61	Orelia The Gold
62	Bhola Nath Zaveri Jewellers
63	Shivam Traders
64	Onkar Jewellers Pvt. Ltd
65	Its My Name Pvt. Ltd.
66	Bal Gopal Jewellers Pvt. Ltd.
67	Sri Sai Vishwas Polymer
68	SMC Comtrade
69	Prashant Silver& Handicraft
70	NarayanDas Saraff & Sons
71	Metlloy Trading Co.
72	Virender Trading
73	Gouri Dewan
74	S B Ornaments
75	Rishabh Trading
76	Bullion Line LLP



NMDC LIMITED

(A Government of India Enterprise)

DIAMOND MINING PROJECT, P.O. MAJHGAWAN MINE

DISTT: PANNA (MP) 488 001

Materials Management Department

PURCHASE ENQUIRY

Enquiry No. PDMM/PUR/39A028/E-607
30.08.2017

Date:

Subject: Enquiry for Procurement of 122 Nos. of 10 Grams & 79 Nos. of 5 Grams each of Gold Coins (Total Weight 1615 Gms) for our DMP, Panna

Dear Sir,

Sealed tender is invited for supply of Gold Bullion Coins to our Diamond Mining Project, Panna (MP). You are requested to submit your offer in Duplicate super scribing the tender enquiry No. and due date of tender opening on the envelope. The tender is required to be submitted as per General Terms and Conditions enclosed.

The due date of submission/ receipt of offer is 08.09.2017 by 3.00 PM and the tenders will be opened at 3.30 PM on the same date. Please submit your offer on or before of due date & time stipulated above. Late offers will not be accepted for any reasons present. Necessary authorization may be brought to witness the tender opening, if wish to be present at the time of tender opening. **Offers received without EMD will be rejected.**

Thanking You.

For and on behalf of NMDC LTD.,

W. VINOD

ASST. GENERAL MANAGER-MATERIALS

- 1) Annexure-I→ Specification of gold coins & special terms & condition
- 2) Annexure-II→ General Terms & Condition of tender
- 3) Annexure-III→ Proforma of art Work & Packing
- 4) Annexure-IV→ Price Schedule
- 5) Annexure-V→ Proforma of Bank Guarantee for EMD
- 6) Annexure-VI→ Proforma of Bank Guarantee for Performance



NMDC LIMITED

(A Government of India Enterprise)

DIAMOND MINING PROJECT, P.O. MAJHGAWAN MINE

DISTT: PANNA (MP) 488 001

Materials Management Department

Enquiry No: PDMM/PUR/39A028/E-607
ANNEXURE-I

SPECIFICATION OF GOLD COINS & SPECIAL TERMS & CONDITIONS

Specification of Gold Bullion Coin:-

1. 10 Grams (122 Numbers) & 5 Grams (79 Numbers) each

24 Carat Gold Bullion coins (circular type) of 999.0 Purity (fineness) with NMDC Logo, Name of the company (NMDC Ltd), Year (2017) & Project Name (DMP, PANNA) on one side and Weight of the coin (10 Gms/ 5 Gms), Name of the company (NMDC Ltd), Project Name (DMP, PANNA) & Purity of Gold (GOLD 999) on the other side as per enclosed proforma of art work at Annexure-III.

Special Terms & Conditions:-

1. The supplier has to submit the warranty/ Genuineness certificate of purity of Gold Coins supplied. NMDC will have right to check the quality and purity of the gold coins in Government approved laboratory.
2. Manufacturing of Gold Bullion coins should commence after confirmation of approved art work from NMDC Ltd.
3. Each Gold Coin will be packed in laminated card as per the proforma of Packing enclosed at annexure-III.

W. VINOD
ASST. GENERAL MANAGER-MATERIALS



NMDC LIMITED

(A Government of India Enterprise)

DIAMOND MINING PROJECT, P.O. MAJHGAWAN MINE

DISTT: PANNA (MP) 488 001

Materials Management Department

Enquiry No: PDMM/PUR/39A028/E-607

ANNEXURE-II

GENERAL TERMS AND CONDITIONS

1. SUBMISSION OF BIDS:

Sealed Tender in duplicate super scribing the envelope with the tender enquiry number and due date of opening is to be submitted as follows:-

The bid should be submitted in the three parts (in 3 separate sealed envelopes) i.e. Part-A (Envelope-1), Part-B (Envelope-2) & Part-C (Envelope-3) as detailed below:

- i) The **Part-A** shall include technical offer, commercial conditions and general terms & conditions only.
- ii) The **Part-B** shall include the filled in price schedule as per annexure-IV.
- iii) The **Part-C** shall include the EMD only.

The three parts i.e. Part-A, Part-B & Part-C should be putted in three separate sealed envelopes, super scribing on the top as Part-A (Technical and Commercial offer), Part-B (Priced offer/ Priced Schedule) & Part-C (EMD) respectively.

The Tenders prepared as detailed above shall be submitted together in another sealed envelope (Main Envelope) with super scribing the tender enquiry number and due date of tender opening on the envelope and should addressed to **AGM, Material Management Department, Diamond Mining Project, NMDC Ltd, PO: Majhgawan Mines, Panna (MP)-488 001.**

Tenders may be submitted on or before the due date of tender opening as under:-

- I)** In person by putting the tender in the tender box kept at the entrance of the Materials Management Department at DMP Project, Panna.

OR

- II)** By post/ courier strictly to the above mentioned address.

However, NMDC does not take any responsibility for loss of tender in transit. Similarly any claim for receipt of tenders at DMP, Panna after due date and time will be rejected.

The tenders will be opened in presence of authorized representative of firms, if presented. Necessary authorization letter may be brought to witness the tender opening.

2. EMD:

The EMD of an amount of Rs. 25,000/- (Rupees twenty five thousand only) has to be submitted through any of following mode:

A) By way of Demand Draft which should be drawn from any nationalized bank (Preferably of State Bank of India) in favour of NMDC Ltd., Payable at Majhgawan/ Panna.

OR

B) By way of Bank Guarantee of equivalent amount from any Indian Nationalized Bank/Scheduled Commercial Banks in a prescribed format (Annexure-V) favouring NMDC Limited, Majhgawan, Panna. Bank Guarantee Should be valid for a period of 3 months.

OR

C) By way of E-Payment to our following bank account:
Bank Account No: 11551712113; IFSC Code: SBIN0004568 (0→ Stands for ZERO)
MICR Code: 488002017; Bank: State Bank of India; Branch: Majhgawan

The EMD submitted through any mode as detailed above should be kept in the Part-C (Envelope-3). In case of E-Payment; the details of E-Payment should be kept in the Part-C (Envelope-3). **Without EMD, the tender will be rejected. BG should also be extendable depending on the need.**

3. PRICE:

A) The price should be quoted in “per gram” in the enclosed Proforma of price schedule (Annexure-IV).

B) The price should be quoted in “Indian Rupees” only. No other currency & price calculation method is acceptable.

C) The basic price (Price of Gold) should confirm to Mumbai Bullion market price as published in Economic Times News Paper. **For evaluation purpose, the price of gold (Mumbai bullion price) as appearing in the Economic Times News Paper on dated 01.09.2017 (i.e. Closing rate of 31.08.2017) will be taken as base.** Copy of the paper cutting should also be enclosed along with the offer. The News paper edition should also be indicated. No other basis of price fixation for gold is acceptable. In case, if the gold price is not published on the above stated day, then the next day’s Mumbai Bullion Price published in the Economic Times News Paper will be considered for gold price fixation (For evaluation purpose only).

D) You are required to indicate the making charges in per gram only and should not be linked up with Bullion rate.

E) Any other charges (Door delivery, incidentals etc.) should be clearly specified, if any. These prices should be in per Gram only and should not be linked up with

- Bullion rate.
- F) The offer shall be evaluated considering the overall Destination price for all the denominations.
 - G) The Gold coins are to be delivered at our Project on **FOR destination basis** and no other term is acceptable. In other words, it is responsibility of supplier to deliver the Gold coins at our Project site in a reasonable time covering all types of risks at their own expenses.
 - H) However; the actual Gold price (Price of Gold) will be fixed as per rate applicable on the date of receipt of purchase Order i.e., the closing rate of Mumbai Bullion Price on that date which will be appeared in the next day's economic Times News Paper. In case, if the gold price is not published on the above stated day, then the next day's Mumbai Bullion Price published in the Economic Times News Paper will be considered for gold price fixation.
 - I) While claiming the payment; the supplier has to submit the paper cutting of the News paper which was considered for final price fixation i.e. the Economic Times News paper, Mumbai Bullion market price.
 - J) The successful bidder has to ensure to fulfill all the rules & regulations of GST in respect of supplies made to NMDC Limited, DMP, Majhgawan.

PRICE SHOULD BE QUOTED AS PER OUR PRICE SCHEDULE ONLY (ANNEXURE-IV) ENCLOSED.

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

4. PART QUANTITY:

Supply of gold coins in part quantity is not acceptable and the total ordered quantity should be supplied in a single lot only.

5. TAXES & DUTIES:

Percentage of GST (IGST/ SGST & CGST) as applicable and any other levies considered in the offer, which are payable extra, should be indicated clearly in the offer. Kindly submit the quotation by complying the GST Rules & regulations.

6. PAYMENT:

Our standard payment terms are as follows:

- (A) Advance payment term is not acceptable.
- (B) 100% payment with applicable taxes and duties will be released after receipt and provisional acceptance of ordered (or say received) Gold Bullion coins at our NMDC Office, DMP, Panna.
- (C) The following documents shall be submitted in Original for releasing the payment:
 - I) Invoice Copies in triplicate (In the GST Format)

- II) Manufacturer's Test Certificate
- III) Warranty / Genuineness certificate
- IV) PBG of 2% of Basic Invoice Amount (as detailed at clause No. 18)

7. BANK CHARGES:

The supplier should bear all types of Bank charges.

8. DELIVERY PERIOD:

Earliest delivery period should be indicated and adhered too. As our requirement is urgent, you are requested to indicate the shortest delivery period; preferably within 15 days after receipt of our order.

9. TRANSIT INSURANCE:

Transit insurance (Transit risk coverage) should be done by the supplier at their own expenses. The supplier will be wholly responsible until the entire Gold Coins arrive in good condition at the destination.

10. PACKING & FORWARDING:

The supply of Gold Bullion coins should be in a Laminated Card packing. A guarantee Card should be given with each Gold Bullion coin. Gold Bullion coin should be securely packed to safeguard against transit hazards.

11. INSPECTION:

The Gold Bullion coin will be finally inspected after receipt at the destination. NMDC will have the right to check the quality and purity of the Gold Bullion coin in a Government approved Laboratory. In case of any rejection in full or partly on the basis of defects, bad workmanship or other reasons; the supplier should make free replacement with right quality. To & fro transport charges and incidentals, if any should be borne by the supplier in such cases.

The weight of the gold bullion coins will be jointly inspected by NMDC & Your representative before acceptance.

12. PENALTY FOR LESSER QUALITY AND QUANTITY:

If decrease is found in the quality/ guaranteed weight of the Gold Bullion coin, the same will be replaced with correct quality/ guaranteed weight Bullion coin on FOR-Destination basis. Quantity received lesser than the ordered quantity will not be accepted.

13. MODE OF DESPATCH & PLACE OF DELIVERY:

The Gold Bullion coin should be delivered by your representative at our Diamond Mining Project, NMDC Limited, Panna (MP) at your risk and cost.

14. VALIDITY:

Your offer should be valid for a minimum period of 30 days from the date of Tender opening.

15. WARRANTY:

The supplier will submit the warranty/ genuineness Certificate for each Gold Bullion

coin supplied.

16. REQUIRED QUANTITY:

The required quantity of Gold Bullion coins mentioned above is tentative. NMDC reserve the right to increase/ decrease the quantity of the above item by (+/-) 5% against each category.

17. COMPLIANCES:

A) Successful bidder has to submit the GST Invoice for the supplies made to NMDC Limited as per the provisions of Goods & Services Act for availing input tax credit by us. You have to submit the return along with payment of taxes, as applicable within the prescribed time schedule as per GST Rules made thereunder.

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

C) In the event of non-reporting of invoices for supplies made to NMDC Limited during the month or non-acceptance of purchase data submitted by NMDC Limited relying on the invoice received from you, NMDC Limited is entitled to withhold the GST claimed in the Tax Invoice.

18. PERFORMANCE BANK GUARANTEE:

The supplier/ Successful bidder has to submit the Performance Bank Guarantee (PBG) issued by nationalized bank only for 2% of the basic invoice amount to the paying officer which should be valid for a period of 3 months in support of purity. THE SUPPLIER SHOULD INSTRUCT THEIR BANKER TO FORWARD ORIGINAL BANK GUARANTEE DIRECTLY THROUGH BANK ALONG WITH AN AUTHENTICITY LETTER TO CONSIGNEE ADDRESS, NMDC LIMITED, DIAMOND MINING PROJECT, MAJHGAWAN, PANNA (MP) 488 001. The Proforma of BG is attached at Annexure-VI.

19. PENALTY FOR DELAY IN SUPPLY:

In the event of placement of order, if the supplier fails to deliver the Gold Bullion coins in full within the delivery date, the corporation reserves the right to levy the penalty on the supplier @ 0.5% for each week or part thereof for the undelivered portion but not exceeding 5% of basic value of the order. NMDC reserves the right to cancel the order and make alternative purchase of the Gold Bullion coins from elsewhere at the risk and cost of the supplier duly giving an advance notice of 30 days to the effect. 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.

20. FORCE MAJEURE CLAUSE:

If at any time during the continuance of the order, the performance in whole or in part by either party or any obligation under the order is prevented or delayed by reason of any war, hostility, acts of public enmity, civil commotion sabotage, fires floods, explosions,

epidemics, quarantine restrictions or other acts of God, provided notice of the occurrence if any such event is given by either party to the other within TWENTY ONE DAYS from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate the order. In such an event, neither party will 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.

21. ARBITRATION & JURISDICTION:

- A)** All disputes or differences which may arise between the owner and supplier/ contractor in connection with this Tender/Order (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.
- B)** The appointing authority will send within 90 days of receipt of the notice of arbitration a panel of 3 names of persons, not directly connected with work, to the supplier/ contractor who will select any 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 3 names, as aforesaid, within the period specified, the supplier/ contractor shall send to the appointing authority a panel of 3 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 & 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 time to time.
- C)** The arbitral tribunal shall give reasons for its award. Each party shall bear its own cost and cost of arbitration shall be equally borne by the parties. The award rendered in any arbitration hereunder shall be final & binding upon the parties. The parties agree that neither party shall have any right to legal proceedings concerning any disputes under this agreement other than to enforce or facilitate the execution of the award rendered in such arbitration.
- D)** The arbitration proceedings shall be conducted in accordance with the arbitration and conciliation act 1996 as amended from time to time.

22.

For the evaluation of tenders, NMDC would rely on the documents submitted & declarations made by the tenderer in connection with the tender. Therefore, NMDC expects such documents & declarations to be true and authentic. In case, it is found, at any stage, that the document(s) submitted and/ or the declaration(s) made by a tenderer is/ are false, NMDC reserves its right, notwithstanding any other rights/ remedies under the terms & condition of the tender, to BAN business dealings with the tenderer for a period up to TWO years.

23.

You are required to confirm your willingness or otherwise for the above each and every point to avoid repeated correspondence for confirmation. In case, you are not in a position to submit your offer then please inform accordingly for our information and record.

24.

PLEASE ALSO NOTE THAT, FOR ANY DEVIATION OR NON- ACCEPTABILITY OF THE ABOVE TERMS AND CONDITIONS, YOUR OFFER WILL BE REJECTED WITHOUT MAKING ANY FURTHER REFERENCE ON THE SUBJECT.

25.

Please confirm whether you are Micro/small/medium/Large Scale Industry. And also confirm whether you are registered with NSIC/DIC/KVIC/KVIB/Coir Board/DHH/SSI/ Udyog Aadhaar. It may also be clarified whether you are ST/SC/Women Owned MSE's or not. If so, please enclose documentary evidences along with your offer.

26.

The corporation reserves the right to reject or accept any tender in part or full.

For and on behalf of NMDC LTD.,

**W. VINOD
ASST. GENERAL MANAGER-MATERIALS**



NMDC LIMITED

(A Government of India Enterprise)

DIAMOND MINING PROJECT, P.O. MAJHGAWAN MINE

DISTT: PANNA (MP) 488 001

Materials Management Department

Enquiry No: PDMM/PUR/39A028/E-607

ANNEXURE-IV

PRICE-SCHEDULE

A. PRICE SCHEDULE FOR SUPPLY OF GOLD BULLION COINS (CIRCULAR TYPE)

Price of Gold Bullion Coins as per Mumbai Bullion Price for 99.9% (999) purity (fineness) gold as appearing on 01.09.2017 in Economic Times News Paper (Mumbai Bullion Price) i.e closing rate of 31.08.2017:			
S. No.	Description	Rates per gram (In INR)	
		For 10 Gms Coin	For 5 Gms Coin
1	Basic price of Gold (per gram)		
2	Making & Other charges (per gram)		
3	Transportation Charges, if any (per gram)		
4	Insurance Charges, if any (per gram)		
5	Other Charges, if any (per gram) (please specify)		
6	SUB TOTAL (PER GRAM) (In Rs):		
7	GST @ ----%		
8	TOTAL DESTINATION COST (PER GRAM) (In Rs):		
9	Total Destination Cost per Bullion coin	Sl. No. 8 X 10 gm	Sl. No. 8 X 5 gm
10	Number of Bullion coins	122	79
11	Total Cost of Coins (Sl. no's: 9 X 10) (In Rs):	A	B
12	GRAND TOTAL (In Rs):	A + B	

W. VINOD

ASST. GENERAL MANAGER-MATERIALS

ANNEXURE-V

**PROFORMA FOR BANK GUARANTEE TOWARDS EMD
(TO BE USED BY ALL NATIONALISED BANKS/ SCHEDULED COMMERCIAL BANKS)**

(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,
DMP, Mahjawan.
Panna, M.P-488001.

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 up to _____ on behalf of the tenderer in lieu of tender deposit required to be made by the tenderer, as a condition precedent for participation in the said tender.

We, the _____ bank at _____ having our Head Office at _____ (local address) guarantee and undertake to pay immediately on demand by 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 raise 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 OF BANK GUARANTEE FOR PERFORMANCE

(To be stamped on Rs.100 non-judicial stamp paper)

(TO BE USED BY ALL NATIONALISED BANKS ONLY)

Ref. _____

Bank Guarantee No. _____ Date ----

--

To,
NMDC Limited,
DMP, Mahjawan.
Panna, M.P-488001

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 its Registered/Head Office at _____ (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and 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 _____ valued 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 or 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 be 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, with-out affecting this guarantee is postpone from time to 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 or 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 this 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 not withstanding any security or other guarantee that the owner may have in relation the contractor's 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 en-cash / negotiable this Bank Guarantee within 3 months after the aforesaid date i.e. ____ (date). A demand or claim in writing if received by us within the period i.e. on or before _____ (date) will be honoured.

2. This Bank Guarantee shall be extended form time to time for such period (not exceeding one year) by _____ on whose behalf this guarantee has been given as desired by the corporation.

WITNESS

DATED THIS _____ DAY OF _____ 20__ AT _____

WITNESS

_____	_____
(Signature)	(Signature)
_____	Bankers Rubber stamp
(Name)	_____
_____	Designation with Bank Stamp

Attorney as per power of
Attorney no. _____

Dated: _____

NMDC LTD, PANNA.

ANNEXURE-III

Proforma of art Work & Packing

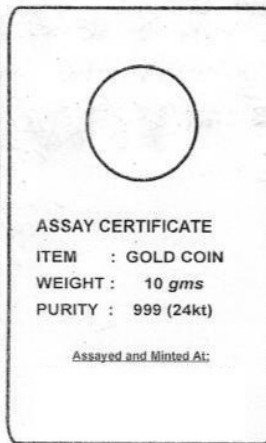
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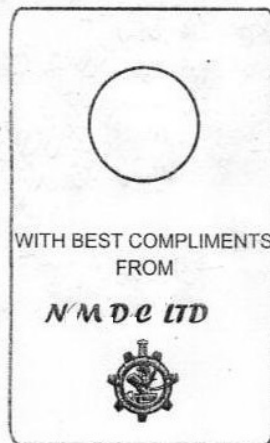
LAMNATED CARD PACKING



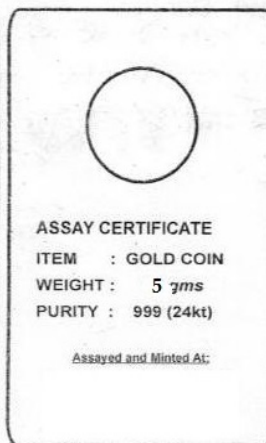
FRONT



BACK



FRONT



BACK