



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/PQ-2/2018 DTD 10.09.2018

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/39A030/E-719 dated 04.09.18).

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 and condition:

Specification of Gold Bullion Coins:

- 10 grams (117 numbers) and 5 grams (80 Numbers) each
- 24 Carat gold Bullion coins (circular type) of 999 Purity (fineness) as per the art work prescribed by NMDC. (Annexure – III of the NMDC tender document)

A. General:

1. The Backup supplier to furnish the required EMD (Annexure – II/2 of the NMDC tender document) for STC's tender participation through Demand Draft in favour of M/s NMDC LIMITED, payable at Majhgawan/ Panna.
2. The backup supplier / successful bidder to furnish a PBG of 2% of the PO invoice value valid for a period of 3 months through STC as detailed at clause No. 18 (Annexure – II) of the NMDC tender terms.
3. Successful bidder to deposit an amount of Rs.2lakhs as Security Deposit (interest free) 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 deduction 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 condition of the NMDC Limited Tender No. PDMM/PUR/39A030/E-719 dated 04.09.18 and STC's tender 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 I)
 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 percentage 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 Net 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. The H1 bidder shall submit to STC his per gram quoted price as per Annexure-IV of NMDC Ltd. in hard copy immediately at the time of award of tender.
- C. The bids which are not as per the terms and conditions shall be summarily rejected. No conditional quotations shall be accepted.
- D. **Bullion associates empanelled with STC, 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.**
- Scanned copy of the required EMD through Demand Draft in favour of NMDC Limited, payable at Majhgawan/Panna
 - 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 submit their bids on www.eprocure.gov.in/eprocure website using Digital Signature Certificate (DSC).
 - Bidders are advised in their own interest to submit the online bids will 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 Heldesk 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 **12.30PM on 13.09.18. Bids shall be opened the same day at 12.45PM.** STC may seek any further clarification or document 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 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/PQ-2/2018 DATED 10.09.18

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

	117 Nos. of Ten (10) grams gold Coins (each 24 Carat) 999Purity	80 Nos. of Five (5) grams Gold Coins (each 24 carat) 999Purity
QUANTITY OFFERED	117	80

We hereby agree to all terms and conditions as per Notice Ref. No.
STC/CO/GOLD/NMDC/PQ-2/2018 DATED 10.09.18

Signature: _____



Name: _____

Designation: _____

Company Seal

Place:

Date:

	<p><u>NMDC LIMITED</u> (A Government of India Enterprise) DIAMOND MINING PROJECT, P.O. MAJHGAWAN MINE, DISTT: PANNA (M.P.) 488 001 <u>Materials Management Department</u> <u>PURCHASE ENQUIRY</u></p>	
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Enquiry No. PDMM/PUR/39A030/E-719

Date: 04.09.2018

To,

Subject: Enquiry for Procurement of 117 Nos. of 10 Grams & 80 Nos. of 5 Grams each of Gold Coins (Total Weight 1570 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 21.09.2018 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 as 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.**

The complete Tender document is also available on www.nmdc.co.in and <https://eprocure.gov.in/epublish/app> websites/ portal. Prospective bidders can download the tender documents from these websites/ portal. However, Bids/ Quotations have to submitted through the mode as stipulated above only. No other mode of offer submission will be accepted. **Such bidders have to submit the PQC Documents as mentioned below:**

“Any interested Bidder, Other than the firms to whom Enquiry is floated, may also submit their offer; in case, if the specifications offered exactly match with the specification mentioned in the enquiry and should also satisfy following Pre-Qualifying Conditions:

PRE-QUALIFYING CONDITIONS:

- A. The tenderer can be manufacturer &/ or its agent (s) i.e. Distributor, Dealer, Channel Partner, Marketing/ Trading House or by whatever other name is known.
- B. A valid authorized Dealership/ Tie Up/ Agency/ Partnership Certificate from the manufacturer have to be submitted in case of Distributor/ Dealer/ Agency/ Partner etc.

TELEPHONE: 07732-271240

E-mail: dmpmaterials@nmdc.co.in

TELEFAX No. 07732-271247

alokkujha@nmdc.co.in

- C. Proof of Supply of atleast 50% of the tender quantity of same/ similar or higher specifications to be submitted during last 5 years ending last day of the month previous to the one in which tender is invited.
In case, if the quantity is one Number, the proof of supply shall be 100% of the tender quantity and in case of any odd quantities the 50% shall mean the round off quantity to the nearest higher number.
- D. A Self certificate that the performance of the supplies, against the past PO's executed to their other customers, is satisfactory and that the firm is not blacklisted by any of the PSEs/ Government Organizations.
- E. Performance certificate from any of their customers to whom the bidder had supplied the tendered equipment.

Thanking You.

For and on behalf of NMDC LTD.,

W. VINOD
DY. 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 |
| 7) Annexure-VII→ | SA Compliance Certificate |



NMDC LIMITED
(A Government of India Enterprise)
DIAMOND MINING PROJECT, P.O. MAJHGAWAN MINE,
DISTT: PANNA (M.P.) 488 001
Materials Management Department
PURCHASE ENQUIRY



Enquiry No. PDMM/PUR/39A030/E-719

ANNEXURE-I

SPECIFICATION OF GOLD COINS & SPECIAL TERMS & CONDITIONS

Specification of Gold Bullion Coin:-

1. 10 Grams (117 Numbers) & 5 Grams (80 Numbers) each

24 Carat Gold Bullion coins (circular type) of 999.0 Purity (fineness) with NMDC Logo, Name of the company (NMDC Ltd), Year (2018) & 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
DY. GENERAL MANAGER-MATERIALS



NMDC LIMITED
(A Government of India Enterprise)
DIAMOND MINING PROJECT, P.O. MAJHGAWAN MINE,
DISTT: PANNA (M.P.) 488 001
Materials Management Department
PURCHASE ENQUIRY



Enquiry No. PDMM/PUR/39A030/E-719

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 **DGM, 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 and time 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

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- 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/ ET Commodity news on the ET Portal. **For evaluation purpose only, the price of gold (Mumbai bullion price) as appearing in the Economic Times News Paper on dated 06.09.2018 (i.e. closing rate of 05.09.2018) will be taken as base.** Copy of the paper cutting/ Print out of ET Portal 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/ ET Portal will be considered for gold price fixation (For evaluation purpose only).
- D) 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 ET Commodity news on the ET Portal or 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 ET Commodity news on the ET Portal/ Economic Times News Paper will be considered for gold price fixation.
- E) You are required to indicate the making charges in per gram only and should not be linked up with Bullion rate.
- F) 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.
- G) The offer shall be evaluated considering the overall Destination price for all the denominations.
- H) 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.

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- I) While claiming the payment; the supplier has to submit the paper cutting of the News paper/ print out of ET Portal which was considered for final price fixation i.e. the Mumbai Bullion market price as published in the Economic Times News paper/ ET Portal.
- 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:

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alokkujha@nmdc.co.in

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 coins 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 transportation 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 coins should be delivered by your own arrangement/ 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.

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D) Firms who comes under "Composite Vendor scheme" as per GST Rules; have to submit the "Bill of Supply" along with the material and mention the followings in the "Bill of Supply": "Composition Taxable Person, not eligible to collect tax on supplies".

E) All the prospective bidders have to ensure to fulfill all the SA rules & regulations and have to submit the SA compliance certificate (duly signed and stamped) as attached at Annexure-VII of the tender enquiry along with their quotation.

18. PERFORMANCE BANK GUARANTEE:

The supplier/ Successful bidder has to submit the Performance Bank Guarantee (PBG) for 2% of the basic invoice amount to the paying officer in support of purity of gold. PBG should be issued by nationalized bank only and should be valid for a period of 3 months.

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. Price/ purchase preferences as per guidelines issued by Government are applicable. **The MSE firms have to incorporate/ declare their UAM Number on CPP Portal, failing which MSE bidders will not be able to get the benefits as per "PP Policy" for MSE order'2012.**
27. The corporation reserves the right to reject or accept any tender in part or full.

For and on behalf of NMDC LTD.,

W. VINOD
DY. GENERAL MANAGER-MATERIALS



NMDC LIMITED
(A Government of India Enterprise)
DIAMOND MINING PROJECT, P.O. MAJHGAWAN MINE,
DISTT: PANNA (M.P.) 488 001
Materials Management Department
PURCHASE ENQUIRY



Enquiry No. PDMM/PUR/39A030/E-719

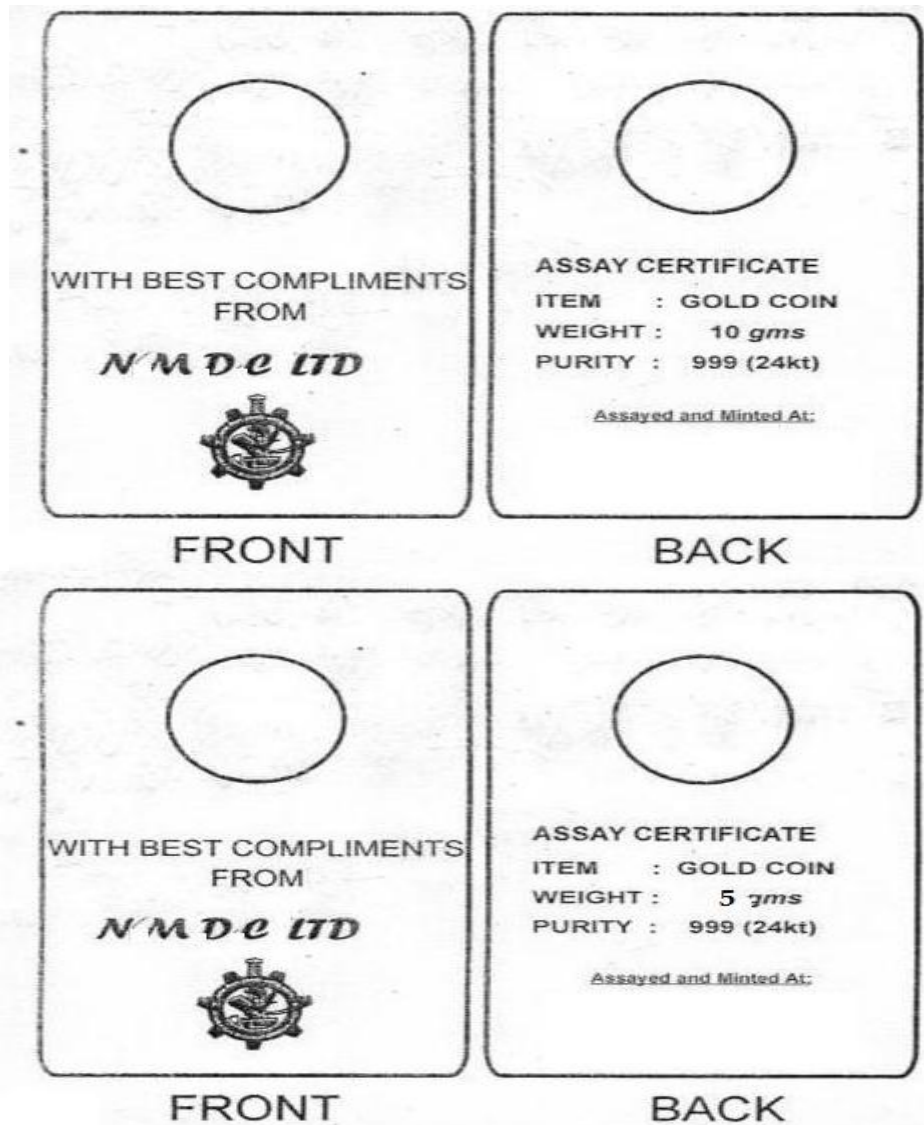
ANNEXURE-III

Proforma of art working & Packing

Die Artwork



Laminated Card Packing





NMDC LIMITED
(A Government of India Enterprise)
DIAMOND MINING PROJECT, P.O. MAJHGAWAN MINE,
DISTT: PANNA (M.P.) 488 001
Materials Management Department
PURCHASE ENQUIRY



Enquiry No. PDMM/PUR/39A030/E-719

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 in ET Commodity news on the ET Portal as closing rate of **05.09.2018**/ in Economic Times News Paper (Mumbai Bullion Price) on **06.09.2018** i.e closing rate of **05.09.2018**:

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	117	80
11	Total Cost of Coins (Sl. no's: 9 X 10) (In Rs):	A	B
12	GRAND TOTAL (In Rs):	A + B	

W. VINOD
DY. GENERAL MANAGER-MATERIALS

TELEPHONE: 07732-271240
TELEFAX No. 07732-271247

E-mail: dmpmaterials@nmdc.co.in
alokkujha@nmdc.co.in

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 raised by the tenderer.

This guarantee shall be irrevocable and shall remain valid up to _____, if any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s _____ whose behalf this guarantee is issued.

This date should be 30 days after the guarantee is valid.

In witness whereof the Bank, through its banker has set its hand and stamp on this _____
20_____.

WITNESS:
SIGNATURE:

SIGNATURE:
NAME:

OFFICIAL ADDRESS

DESIGNATION WITH BANK

ATTORNEY AS PER
POWER OF ATTORNEY NO.
DATE.

TELEPHONE: 07732-271240
TELEFAX No. 07732-271247

E-mail: dmpmaterials@nmdc.co.in
alokkujha@nmdc.co.in

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 extend of _____ as aforesaid at any time up to ** _____ (i.e. days/month/year) with-out 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 not with-standing 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

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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 notwithstanding 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 from 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: _____



एनएमडीसी लिमिटेड NMDC LIMITED

(भारत सरकार का उद्यम) (A Government of India Enterprise)

हीरा खनन परियोजना, पो.आ.: मझगवॉ खदान

DIAMOND MINING PROJECT, P.O. MAJHGAWAN MINE,

जिला: पन्ना (म. प्र.) DISTT: PANNA (M.P.) 488 101

सामग्री प्रबंधन विभाग **Materials Management Department**

पत्र क्रमांक: पीडीएमएम/एसए 8000/01

ANNEXURE-VII

प्रति,

विषय: SA-8000: 2014 के प्रमाणीकरण बाबत

प्रिय महोदय,

यह सूचित करते हुए हमें अत्यंत हर्ष हो रहा है कि हमारी संस्था एसए-8000: 2014 के स्तर का क्रियान्वयन कर रही है। चूंकि आप हमारे व्यवसाय से संबंध रखते हैं अतः हम यह पत्र आपकी जानकारी हेतु प्रेषित कर रहे हैं।

1) बाल श्रमिक:

नियमानुसार हमारा उद्योग किसी भी बाल श्रमिक का उपयोग नहीं करेगा।

CHILD LABOR:

The company should not use child labor as defined by local law.

2) बेगार श्रमिक:

हमारा उद्योग किसी भी बेगार श्रमिक को अथवा अनिच्छा से श्रमिक को काम नहीं कराएगा।

FORCED LABOR:

The company shall not use any involuntary or forced labor.

3) स्वास्थ्य एवं सुरक्षा:

हमारा उद्योग स्वस्थ एवं सुरक्षित कार्य परिवेश प्रदान करेगा।

HEALTH AND SAFETY:

The company shall provide safe and healthy work environment.

4) संबन्ध की स्वतन्त्रता:

हमारा उद्योग श्रमिकों को संबन्धों की स्वतन्त्रता एवं अभिव्यक्ति की स्वतन्त्रता हेतु प्रतिष्ठा एवं मान्यता प्रदान करेगा।

FREEDOM OF ASSOCIATION:

The company shall recognize and respect the worker's right to freedom of association and freedom of expression.

5) पक्षपात:

हमारा उद्योग किसी भी प्रकार के कार्य, वेतन, लाभ, निलंबन, बर्खास्त एवं सेवा निवृत्ति में जाति, धर्म, लिंग, उम्र या देशवासी के आधार पर पक्षपात नहीं करेगा।

DISCRIMINATION:

The company shall not discriminate in hiring, wages, benefits, termination or retirement on the basis of Race, religion, gender, national origin, age.

6) अनुशासनात्मक कार्यवाही:

हमारा उद्योग किसी भी प्रकार के शारीरिक सजा का प्रयोग नहीं करेगा या मानसिक अथवा शारीरिक अनुशासनात्मक कार्यवाही नहीं करेगा।

DISCIPLINARY PRACTICES:

The company shall not use corporal punishment or other mental or physical disciplinary actions.

7) कार्यालयीन समय:

हमारा उद्योग ऐसी कार्यशैली का प्रयोग करेगा कि किसी भी श्रमिक को सप्ताह में 48 घंटों से ज्यादा कार्य नहीं करना पड़े। श्रमिक को सप्ताह में न्यूनतम एक दिन का साप्ताहिक अवकाश मिलेगा।

WORKING HOURS:

The company shall adopt working hours, which do not require workers to work more than 48 hours in the normal Workweek. Worker must be allowed at least one day off in every normal seven-day workweek.

8) पारिश्रमिक:

हमारा उद्योग स्थानीय नियमों के तहत समय के अनुरूप समान वेतन, लाभ एवं क्षतिपूर्ति प्रदान करेगा।

REMUNERATION:

The company shall pay wages and benefits and provide compensation for over time consistent with local laws.

कृपया अपनी सहमती प्रदान करें ।

विभागाध्यक्ष (सामग्री विभाग)

HOD (MATERIALS DEPARTMENT)

पत्र की स्वीकृति

ACKNOWLEDGEMENT OF RECEIPT OF LETTER

BULLION as on 5 Sep 2018**GOLD(10 Gm) - CLOSE****DELHI**

Biscuit	31375
Gold Sovereign	30625
One Kg.Bar(99.5)	31250
Ornaments (22 C)	28930
Standard (99.5)	31400

KOLKATA

22 Carat	29215
24 Carat	30795
Hallmark (22 carat)	29655

MUMBAI

(23 Carat)	30000
Bar	31150
Ornaments (22 C)	28600
Standard (99.5)	31000

SILVER(1 Kg) - CLOSE**DELHI**

Coins Local(10gms a Pc)	730
Spot(.999)	37600
Weekly Delivery	36305

KOLKATA

Portion	36850
Ready Bar	36750

MUMBAI

Delivery	38200
Raw	36000
Ready	38000

Building Material
Bullion
 Chemicals
 Cotton
 Dry Fruits
 Fish & Broiler
 Fruits & Vegetables
 Ghee & Vanaspati
 Grains & Pulses
 Gur & Sugar
 Herbs
 Iron & Steel
 Jute & Jute Goods
 Kirana
 Milk Products
 Non-Ferrous Metals
 Oil & Oil Seeds
 Pan Leaf & Flower
 Plastics
 Rubber
 Tea & Coffee