

THE STATE TRADING CORPORATION OF INDIA LIMITED

(Govt of India Enterprise)

5th Floor, Moguls Court, Basheerbagh, Hyderabad 500 001

Notice Ref No: STC/HYD/BULLION/TM/2017-18/02 Dated: 09.02.2018

Sub: Notice Inviting Trade Margin quotation from Bullion Empanelled Parties through Central Public Procurement (CPP) for participation in NMDC, Hyderabad tender for supply of 203 Nos Gold Coins of weight 30 Grams each and 182 No's Silver Coins of weight 100 Grams each. Purchase Enquiry No: HQMM/0047-17/Gold & Silver Coins/824 Dated: 17.01.2018 which closes on 20.02.2018 at 1430 Hrs

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

A

1. Security Deposit of Rs. 2 Lakhs in the form of DD (Demand Draft) in favour of "The STC of India Limited" payable at Hyderabad must reach the below mentioned address on or before last date and time of Bid Submission and 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. For unsuccessful Bidders the refund shall be made after Bid opening date
Address: The State Trading Corporation of India Limited
5th Floor, Moguls Court,
Basheerbagh,
Hyderabad
2. Undertaking from all participants that the terms and conditions of NMDC are to be accepted by them and same shall be strictly complied with.
3. Gold Coins and Silver Coins are to be arranged by the supplier should be strictly complying to the specifications, packing etc as per the terms and conditions of NMDC Hyderabad.
4. The short-listed backup supplier should submit an undertaking that in the subject tender they shall be exclusively participating only through STC and not directly or through any other company. If the same is found so, at a 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 highest Trade Margin in % terms will be considered. The minimum margin to be quoted should not be less than 1% on the Tender value. The Trade Margin and quantity offered for NMDC Purchase Enquiry need to be filled in the prescribed format at Annexure I

C.

The bids which are not as per terms and conditions of the subject notice and conditional quotations shall be summarily rejected.

D.

Closing Time & Date of Trade Margin Quotation: The empanelled parties are requested to submit their Trade Margin Quotation through Central Procurement Portal (www.eprocure.gov.in) latest by 1500 Hrs on 16.02.2018

E.

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 part. STC reserves the right to cancel this tender in totally without assigning any reason at any point of time.

NMDC's TERMS and CONDITIONS:

Pre-Qualifying Conditions:

1. The tenderer can be manufacturer & / or its agent(s) viz. Distributor, dealer, channel partner, marketing/trading houses or by whatever another name is known.
2. A valid authorised dealership / tie up/agency/partnership certificate from the manufacturer to be submitted in case of distributors/dealers/agencies/partners etc.,
3. Proof of supply of at least 50% of the tendered quantity of same or higher specifications is required to be submitted during last 5 years ending last day of the month previous to the one in which tenders are invited.
4. The performance certificate from any of their customers to whom the bidder had supplied is to be furnished.
5. A self-certificate that the performance of the supplies, against the past orders executed to their other customers, is satisfactory and that the firm is not black listed by any of the PSUs / Govt. Organizations.

Specification of Gold Medallion:

1. 30 Grams each (203 Numbers)

Gold Medallions of 30 Grams each of 999 Fineness (24KT) circular embossing. NMDC Logo on one side and "NMDC SERVICE AWARD & 999.0" on the other side. The art work to be embossed on the Gold Medallion is enclosed herewith at Annexure- II.

Specification of silver Medallion:

2. 100 Grams each (182 Numbers)

Silver Medallions of 100 Grams each of 999 Fineness (24KT) circular embossing. NMDC Logo on one side and "NMDC SERVICE AWARD & 999.0" on the other side. The art work to be embossed on the Silver Medallion is enclosed herewith at Annexure-II.

Special Terms and Conditions:

1. The Medallions should be made in pure Gold/Silver having 999.0 fineness (24KT). The Corporation reserves the right to get the purity of the Gold/ Silver tested in any of the laboratories in India and in case the finished product is found to be less than 999.0 purity (24KT), you will have to replace them with Medallions of 999.0 purity (24KT).

2. NMDC Monogram is to be engraved on a Circular Gold Medallion weighing 30 grams (gold) and 100 gms (Silver) each (net weight after finishing).

3. Each medallion should be packed in a Laminated Card separately as per Annexure-III. Guarantee certificate should also to be kept in each packet.

Price:

Price per gram of gold and silver will be considered as per the Mumbai closing rate appearing in the Economic Times News Paper dated 24/01/2018 (Wednesday) which will be only considered for evaluation and comparison purpose.

Suppliers are required to quote the lumpsum Conversion/Making charges only per 30 grams of Gold Medallion and 100gms of silver medallions separately.

Conversion/Making charges should be quoted on FOR, NMDC Office, Masab Tank – Hyderabad basis. Conversion/making charges should be inclusive of Fineness/purity, packing & forwarding, taxes, duties, freight, insurance, die making charges and any other charges etc. The charges quoted should be firm and fixed without any variation factor / adjustment / extra condition as per the price schedule.

Evaluation of the offers will be made adding gold price for 30 gms and silver price for 100gms, as on specified date mentioned above, and conversion charges including all quoted per medallion of gold and silver separately.

However, the actual price will be fixed as per rate applicable on the date of Purchase Order (freeze date) i.e., the Mumbai bullion closing rate appearing in the next day's Economic Times News Paper. In case, the price is not published on that day, then the next day's rate appearing in the Economic Times News Paper (Mumbai Closing Rate) will be considered for price fixation.

While, claiming the payment the supplier is required to submit the paper cutting of the Economic Times News Paper (Mumbai Rate) for verification of rate claimed.

NOTE: PRICE SHOULD BE QUOTED STRICTLY AS PER NMDC's PRICE SCHEDULE ONLY.

Taxes and Duties:

Conversion/Making charges should be quoted on FOR, NMDC Office, Masab Tank – Hyderabad basis. Conversion/making charges should be inclusive of Fineness/purity, packing & forwarding, taxes, duties, freight, insurance, die making charges and any other charges etc. NMDC is not entitled to issue concessional central sales tax form "C" in case of supply.

Payment:

Advance payment terms are not acceptable.

Payment Terms: 100% Payment with full applicable taxes and duties will be released after receipt and acceptance of ordered Gold/Silver Medallions at our NMDC Office, Masab Tank-Hyderabad

The following documents shall be submitted in Original for releasing the payment. a) Invoice in triplicate. b) Manufacturer's Test Certificates c) Acceptance certificate from personnel department. e) Warranty / Genuineness certificate

Bank Charges:

The supplier should bear the DD commission charges, if payment is made by DD. However, for making payment through RTGS mode, supplier's Bank A/C details, Branch Code and IFSC code may be indicated.

Warranty:

The supplier shall submit a self-certificate towards warranty / genuineness for each Gold/Silver Medallion i.e., Gold/Silver Medallions are to be Certified for purity. The supplier shall warrant that every coin to be supplied shall be free from all defects and faults in workmanship, manufacture and shall be of the highest quality. If any defect is found and proven to the manufacturers as solely arising from faulty design, workmanship and/or quality of gold / silver coins, the supplier shall replace such gold coin forthwith without any charges.

Test Certificate:

The supplier should submit Manufacturing Test Certificate towards genuineness and purity of Gold/Silver medallions supplied.

Delivery Period:

The delivery period should be definite and guaranteed. Delivery will be counted from the date of placement of order. Failure to supply the items in time will attract penalty.

Place of Delivery:

The Gold /Silver Medallions tendered are required at our NMDC Office, Masab Tank- Hyderabad-500028.

Transit Insurance:

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

Mode of Despatch:

The Gold/Silver Medallions should be delivered by firm's representative to our NMDC Office, Masab Tank, Hyderabad at their risk and cost.

Packing & Forwarding:

The supply of Gold/Silver Medallions should be in a laminated card separately. A guarantee Card should be given with each Medallion. Gold/Silver Medallion should be securely packed, wherever required to safeguard against transit hazards.

Inspection:

(A) The Gold/Silver Medallions will be finally inspected after receipt at the destination. NMDC will have the right to check the quality and purity of the Gold/Silver Medallions in a Government approved Laboratory. In case of any rejection in full or part by the consignee 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.

(B)The weight of Gold/Silver Medallions will be inspected jointly by NMDC and your representatives before acceptance. In case any Gold/Silver Medallions are found less than the guaranteed weight the

Gold Medallions will be rejected. You are required to replace the same to the destination on free of cost basis.

Tender Evaluation Procedure:

Evaluation of the offers will be made adding gold price for 30 gms and silver price for 100gms, as on specified date mentioned above and conversion charges (including all) quoted per medallion of gold and silver separately. Evaluation will be made on individual item wise basis for gold and silver coins separately.

Penalty for Lesser Quality and Quantity:

If reduction is found in the quality of the Gold/Silver Medallions, the same shall be replaced with correct quality Medallions.

Penalty for Delay in Supply

In the event of placement of order, if the supplier fails to deliver the Gold / Silver Medallions in full within the delivery date, the Corporation reserves the right to levy penalty on the supplier @ 0.5% for delay of each week or part thereof for the undelivered portion but not exceeding 5% basic value of the order. NMDC reserves the right to cancel the order or make alternative purchase of the Gold/Silver Medallions from elsewhere at the risk and cost of the supplier duly giving an advance notice of 30 days to this effect and in such an event the seller will be liable to pay any losses that may be incurred by the buyer. Except for the reasons specified in the Force Majeure Clause, the Corporation shall have the right to levy the penalty as already provided.

Validity:

Your offer should be kept valid for 90 days from the date of tender opening and to be extended for further period as and when required.

Force Majeure Clause:

If at any time during the continuance of this order, the performance in whole or in part by either party of any obligation under this 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 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 this order. In such an event neither party shall have claim for damage against the performance, nor shall deliveries in such cases be resumed as soon as practicable after such an event has come to an end or has ceased to exist.

Settlements of Disputes

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 endeavours 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

- (iv) The above committee shall conduct the conciliation proceedings in accordance with the provisions of the Arbitration and Conciliation Act 1996. The venue of the conciliation shall be at Hyderabad. The settlement so arrived at final conciliation shall be binding on both the parties and will not be called in question before any court or forum whatsoever. Reference to arbitration shall be made only when conciliation has failed.

Arbitration:

FOR ALL THE TENDERS OTHER THAN GLOBAL TENDERS

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

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

The Corporation reserves the right to reject or accept any offer/bid 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 or cancel the Purchase Enquiry without any discussions / correspondence with the tenderer.

Annexure I – Trade Margin Quotation

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Name of the Company with Full Address	Trade Margin for STC in %

Sl No	Description of the Item	Quantity	Accepted/Not Accepted
1.	Gold Coin of Weight 30 Grams each	203 No's	
2.	Silver Coin of Weight 100 Grams each	182 No's	

We hereby agree to all terms and conditions as per

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Signature: _____

Name: _____

Designation: _____

Company Seal

Place:

Date:

Annexure II – Specification of Gold and Silver Medallions



Annexure III – Laminated Card containing Medallion

