

नएमडीसीलिमिटेड
(भारत सरकारका उद्यम)



NMDC LIMITED
(A Government of India Enterprise)

बैलाडिलाआयरनओर खान
बचेलीकॉम्प्लेक्सए डाकघर : बचेली
जिला : दक्षिणबस्तर, दंतेवाड़ा-494 553 (छ.
ग.)

CIN : L13100TS1958GOI001674
GSTIN 22AAACN7325A1Z5

Bailadila Iron Ore Mines
Bachel Complex, PO : Bachel, Dist.
DakshinBastar,
Dantewada - 494 553 (CG State)

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

(GeM CUSTOM BID)
(ITEM-WISE)

PR # 1400006705/ 16.10.2023

Date : 16.01.2024

Subject :-Supply of "WELDING ELECTRODES"

Dear Sir,

We intend to procure following item. You are requested to submit your **Techno Commercial & Price Bids** for the same in **GeM Portal** website.

Sl. No.		Item Description & Technical Specifications	QUANTITY
1.	1700000361	WELDING ELECTRODE, CUTG, 4MM	235 KG.
2.	1700000002	WELDING ELECTRODE, MILD STEEL, 4MM	2850 Nos.
3.	1700000349	WELDING ELECTRODE, 4MM	18500 Nos.

Complete Details & Technical Specification as per **ANNEXURE-I**

NOTE :-

- All Vendors are requested to submit "F.O.R. Destination Price Basis only
- The Bidding against the tender will be **Through Online GeM Portal** mode only.
- Sealed Paper Quotation/ Email & Fax Quotation are not acceptable & will not be considered.**
- Please quote minimum Delivery Period.
- Technical Specifications enclosed at **Annexure-I**
- Please **confirm your acceptance**, point wise to our above conditions and **Additional Terms and Conditions** mentioned in ATC.
- Technical Data sheet** as per **Annexure-III**.
- Techno Commercial Check-List (Compliance)** enclosed at **Annexure-IV**.
- Self-Certificate format regarding Local Content** enclosed at **Annexure-V**

L. Gupta
16/01/24
AGM (Materials)

Dishant
16/01/24

Please attach the following documents duly sign & seal while uploading your offer for technical evaluation.

1.	Technical Data sheet as per Annexure-III
2.	Techno-Commercial (Compliance) Check-List as per Annexure-IV
3.	Self-Certificate regarding Local Content as per Annexure-V



ANNEXURE-I**GENERAL TECHNICAL SPECIFICATION OF WELDING ELECTRODES**

Sl. No	SAP Code	Item Specification	Make (Model)
1	1700000361 WELDING ELECTRODE, CUTG, 4MM	CUTTING ELECTRODE, LOW HEAT INPUT ELECTRODE SUITABLE FOR CUTTING AND PIERCING ALL FERROUS & NON-FERROUS METALS LEAVING A SMOOTH CUT / HOLE. ELECTRODE SHALL SUITABLE FOR AC WITH 70 OCV	ESAB (TERROCUT), D&H SECHERON (LOTHERME 801), ADOR (CAG 9901), DIFFUSION (SUPERCUT) EWAC (EWACPIERCETRODE), SAITRON
2	1700000002 WELDING ELECTRODE, MILD STEEL, 4MM	M S ELECTRODES 4.00 MM SPECIFICATION: A W S / S F A -5.1 - E 6013, SIZE: 4.00 X 450 MM CURRENT RANGE: 60 - 90 A.GENERAL PURPOSE, LOW PENETRATING M. S. WELDING ELECTRODES.	ESAB (FERROARC), D&H SECHERON (NORMA-V) ADOR (KINGBOND), D&H (INDIA)ECONOMY, SAITRON
3	1700000349 WELDING ELECTRODE, 4MM	BASIC COATED MANUAL METAL ARC WELDING ELECTRODE FOR JOINING AUSTENITIC MN. STEEL TO MILD STEEL OR MANGANESE STEEL IN NEW OR WORN METAL CONDITION. THE WELD METAL GENERALLY CONFIRMS TO 18% CR. 8% NI AND 5% MN. SIZE: 4.00 X 450 MM.	ESAB (CHROMEWELD G), D&H SECHERON (SIA) ADOR (AUSTOMANG), DIFFUSION (618X), EWAC (XXD 646), SAITRON



 NMDC

ANNEXURE-II**ADDITIONAL TERMS AND CONDITIONS (ATC)**

1. Quoted price should be firm & fixed for the entire supply/delivery period inclusive of Packing & Forwarding, Freight & Insurance charges and GST as applicable as per GEM Price Format on FOR Destination basis to be unloaded at Hilltop Stores, Bachel (C.G.) which is approximately 20KM from Bachel Main Stores, Chhattisgarh State – 494553

2. Earnest Money Deposit (EMD):

Tender must be accompanied by EMD amount as per GeM Bid through RTGS online payment/ Original Bank Guarantee / Demand Draft through below mentioned link in “SBI COLLECT SYSTEM” to NMDC Accountson or before the due date in the following modes only:-

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

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

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

~~b) In the form of a Bank Guarantee of equivalent amount drawn from any Nationalized bank / scheduled commercial bank in India, in a prescribed format enclosed (Annexure-VI) herewith and favoring NMDC. BG should be valid for a period of six months + three months (Grace Period) from the date of submission of your offer. The supplier shall forward the original EMD-BG to “GENERAL MANAGER (Materials), NMDC BIOM Bachel Complex-494553, C.G.” Copy of EMD BG shall be uploaded in the bid. However, Original copy of Bank Guarantee must reach to Buyer within 10 DAYS of GeM Bid opening Date.~~

Details of NMDC Account:-

Bank Account # State Bank of India,
A/c # 10932466161,
IFSC Code SBIN0003183,
MICR # 494002534,
Bank Code 3183,
Branch: Bachel – 494 553, Dist. Dantewada (CG)

~~c) Tenderers of Micro & Small Enterprises (**MSEs**) registered with **UDYAM** will be exempted from payment of Earnest Money Deposit against submission of documentary proof of such registration certificate as a manufacturer for the tendered items/ item category/group under Udyam Registration. **Traders /Dealers have to submit EMD, only MSE manufacturers are exempted.**~~

~~d) EMD submitted in any other format/mode other than specified above shall not be acceptable.~~

~~e) Without EMD the tender will be summarily rejected.~~

~~f) EMD exemption shall be as per GeM guidelines.~~

3. For MSE & MII benefits, bidder shall apply in GEM portal for Purchase Preference. MSE purchase preference as per Govt guidelines shall be considered only for manufacturers registered with UDYAM certificate and not for Traders/Distributors/Dealers/Resellers.
4. **MAKE:** - All the Tenderer should clearly indicate the name of the manufacturers (MAKE) with full specifications for indented item.

PREFERRED MAKES: FOR ITEMS AS MENTIONED AT ANNEXURE-I FOR RESPECTIVE ITEMS

Other than our preferred MAKE mentioned in Annexure-I is not acceptable.

NOTE:-“Offers received for the makes mentioned in the tender document will only be considered as valid for evaluation. If any firm submit their offer against this tender for any make, other than mentioned in the tender, the same will be considered as unsolicited and rejected.

The tender has been displayed only for information regarding the items being procured by NMDC Limited and not for participation of firms for any other makes which are not established/proved in NMDC Limited.

However, other firms who are capable of supplying the tendered items of any other makes, as per the technical specifications mentioned in the tender document, may submit their credentials to CGM (Materials), NMDC Limited, Masab Tank, Hyderabad, indicating tender reference for considering the firm for their makes for future tenders, after empanelment as per procedure. This will also be applicable to the firms who have already supplied the tendered items of other make to NMDC and their make is not considered in the present tender because of their poor performance /performance yet to be established in NMDC.”

5. **Authorized Dealership Certificate:** The bidders other than manufacturer/OEM have to submit valid Authorized Dealership Certificate along with their offer or else your offer is liable for rejection.
6. **VALIDITY:** - Your offer should be initially kept valid for 180 days from the date of tender opening and to be extended for further period if necessary.
7. **LD/ PENALTY:** If the Supplier fails to deliver the stores in full or part thereof within the delivery date the corporation shall reserve the right to levy penalty on the Supplier @ 0.5% of the basic price of undelivered stores per each week or part thereof but not exceeding 5% of the value of such materials.

In case of firm not supplied the items within delivery period mention in the order then NMDC reserves the right to cancel the order or make alternative purchase of the materials of similar description from else where at the risk and cost of the supplier duly giving an advance notice of 30 days to this effect and in such an event the seller will be liable to pay any losses that may be incurred by the buyer. The penalty will be calculated on the basic value of the equipment / spares.

8. **WITHDRAWAL OF TENDER** :- After submission of tender if it is withdrawn before expiry of validity period, NMDC can take any one or more of following action(s) without notice :-

1. Lodging complaint with GeM/NSIC/DGS&D/any other Government departments
2. Removal of supplier's name from the company's approved list of suppliers
3. Raising Incident in GeM Portal and may escalate Incident at discretion of NMDC.

9. **WARRANTY:** - The item shall be warranted to be free from defects in design, material and workmanship for a satisfactory operation during the warranty period. The bidder shall warranty for prompt repair and / or replacement at site free of cost if any part of the machine is found to be defective in design, material or workmanship during the warranty period. The warranty shall not apply to normal wear and tear of component parts.

The item shall be under Warranted for Satisfactory Performance for a period of 18 months from date of dispatch, (OR) 12 months from the date of Use, whichever is earlier, for trouble free operation, against manufacturing defects, bad workmanship, poor quality of material etc. In case of spares the sellers shall be responsible for correctness of the materials to fit into our existing machines. The above warranty should be comprehensive and cover all bought out items that go into manufacture of the equipment.

10. NMDC has registered with M/s. RXIL and M/s. Invoicemart TReDS Platforms. All MSE vendors should register themselves on any one of TReDS Platform for availing the facility of bill discounting on TReDS portal. If registered, please submit the details.

11. **INSPECTION:** - Final inspection of the materials shall be carried out at our Project site after receipt of the materials (even if pre-dispatch inspection is carried out) which will be final & binding. In case the stores supplied are rejected either fully or partly on account of defects, bad workmanship or other reasons, the supplier will have to arrange for free replacement of the same up to destination point. The freight and incidental charges for return of the rejected materials will have to be borne by the supplier. In case, rejected materials are not collected within 30 days after receipt of rejection notice, no liability in respect of loss, damage, deterioration etc. shall lie with the corporation. Ground rent will be charged. After reasonable period the material will be disposed off without making any back reference.

Final inspection will be carried out at our stores.

12. Bidders shall submit all the necessary documents and technical details in the offer. Your offer will be evaluated based on the documents submitted by you. No post-bid clarification at the initiative of the bidder shall be entertained by NMDC.
13. Bidders have to agree all the technical specification document (uploaded in bid document) along with their offer. Any deviations on technical and commercial points are required to be brought out clearly in a separate sheet.
14. **Bid ATC will supersede the other GEM GTC. If any deviations are not mentioned by the bidder, it is deemed that they are agreeing to all Bid ATC.**
15. **COMPLIANCE TO SA8000:** - Our Company is certified under SA8000 and as such you are required to confirm your company is complying with the SA8000 standards as per Annexure-V.
16. Bidders shall comply with all Environmental Laws & Contractual Commitments related to Environmental aspects.
17. The corporation reserves the right to reject or accept any tender in part or full without assigning any reasons, or place order for part of full quantity.

18. TRANSPORTATION OF GOODS: - NMDC Ltd. Bachel Complex is having Rate Contracts (RC) with M/s. Associate Road Carriages Ltd. (ARC) (Mobile # 91-96584 64295) and M/s. Balan Transport (Mobile # +91-94242 93692) for transportation of goods to our Project. Hence, you may preferably book the consignment with the above transporters.

19. PAYMENT: - ADVANCE PAYMENT TERMS ARE NOT ACCEPTABLE. Our Standard Payment terms are as below :-

100 % payment within 30 days after Receipt & Acceptance of Indented Item at our site and will be paid on submission of Original Invoice.

20. Please indicate applicable GST rate in "%" for each line items of the bid. The quoted price should be including Freight charges, GST, Packing and Insurance Charges.

21. PRICE PURCHASE PREFERENCE TO MAKE IN INDIA CLAUSE: ~~Public Procurement Policy (Preference to Make in India) GOI Order No. P-45021/2/2017-B.E.-II dtd 15.06.2017 read with read with revised Order No. P-45021/2/2017-PP(BE-II) dtd 16.09.2020 and subsequent amendments/orders, if any shall be applicable to this tender. Bidders are requested to fill the format as applicable as defined at Annexure – IV~~

22. BANNING OF BUSINESS DEALING: - For the evaluation of the tenders, NMDC would rely on the documents submitted and declarations made by the tenderer in connection with the tender. Therefore, NMDC expects such documents and declarations to be true and authentic. In case it is found, at any stage, that the documents submitted and / or the declarations made by a tenderer is/ are false, NMDC reserve its right, notwithstanding any other rights/ remedies under the terms and conditions of the tender, to ban business dealing with the tenderer for a period upto two year.

23. SETTLEMENT OF DISPUTES: All disputes or differences arising out of or in connection with this tender / order shall be subject to the exclusive jurisdiction of Dantewada / Jagdalpur courts.

23.1 CONCILIATION:

Any dispute, question, claim or difference arising out of or concerning this tender/ contract between the parties shall be settled through mutual negotiation by the parties and parties shall make all endeavors to settle this matter amicably. In case such amicable settlements is not possible, the parties shall take recourse to the conciliation proceedings for resolving such dispute, question, claim or differences.

The Conciliatory Committee shall comprise of the following:

- (i) A nominee of NMDC Management- Member (Independent of the officer handling the case)
- (ii) A nominee of the Supplier/ Contractor – Member (Independent of the officer handling the case)
- (iii) Head of Law/ Law officer of NMDC – Member

The above committee shall conduct the conciliation proceedings in accordance with the provision of the Arbitration and Conciliation Act 1996. The venue of the conciliation shall be at Dantewada. The settlement so arrived at final conciliation shall be binding on both the parties and will not be called in question before any court or forum whatsoever.

Reference to arbitration shall be made only when conciliation has failed.

23.2 Arbitration:

23.2.1. FOR ALL THE TENDERS OTHER THAN GLOBAL TENDERS

23.2.1.1 All disputes or differences which may arise between the Owner and Supplier/ Contractor in connection with this Contract (other than those in respect of which the decision for 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 Executive Director of the NMDC Ltd, Bacheli Complex, Bacheli (who will be the appointing authority), be referred for adjudication to the sole arbitrator to be appointed as hereinafter provided.

23.2.1.2 The appointing authority will send within ninety days of receipt of the notice of arbitration a panel of three names of persons, not directly connected with work, to the supplier/ Contractor who will select any one of the persons named to be appointed as a sole Arbitrator within 30 days of receipt of name. If the appointing authority fails to send to the Supplier/ Contractor the panel of three names, as aforesaid, within the period specified, the Supplier/Contractor shall send to the appointing authority a panel of three names of persons who shall also be unconnected with the organization by which the work is executed. The appointing authority shall on receipt of the names as aforesaid select any one of the persons named and appoint him as the sole Arbitrator. If the appointing authority fails to select the person and appoint him as the sole Arbitrator within 30 days of receipt of the panel and inform the Supplier/Contractor accordingly, the Supplier/ Contractor shall be entitled to invoke the provisions of the Indian Arbitration and Conciliation Act 1996 as amended from time to time.

23.2.1.3 The arbitral tribunal shall give reasons for its award. Each party bear its own cost and the cost of arbitration shall be equally borne by the parties. The award rendered in any arbitration hereunder shall be final and binding upon the parties. The parties agree that neither party shall have any right to legal proceedings concerning any dispute under this agreement other than to enforce or facilitate the execution of the award rendered in such arbitration.

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

23.3.1

23.3.1.1. Arbitration between a Central Public sector undertaking of the Government of India (not under the Ministry of Steel) and the Employer shall be as per the guidelines of Ministry of Heavy Industries and Public Enterprises, Government of India.

23.3.1.2. Arbitration between a Central Public Sector Undertaking of the Government of India under the Ministry of Steel, Government of India and the Employer, shall be as per the guidelines of the Ministry of Steel.

23.4. The further progress of any work under the contract shall unless otherwise directed by the Owner/ Engineer continues during the arbitration proceedings and no payment due or payable by/ to the Owner shall be withheld on account of such proceedings. It shall not be open to arbitrator to consider and decide whether or not such work shall continue the arbitration proceedings.

23.5. The laws applicable to the Contract shall be the laws in force in India. The Courts of Dantewada, Chhattisgarh (State) shall have exclusive jurisdiction in all matters arising under this Contract.

24. LIMITATION OF LIABILITIES: Except in cases of criminal negligence of will full non-performance or will full default,

- a. The supplier/contractor shall not be liable to the employer, whether in contract, or otherwise for any indirect or consequential loss or damage, loss of production, loss of use,

or loss of profits or interest costs.AND

- b. The aggregate liability of the supplier/contractor to the employer, whether under the contract, in tort or otherwise including the cost of repairing or replacing defective equipment's, shall not exceed the 100% (hundred percent) of the contract price plus escalation if applicable as per contract, provided that this limitation shall not apply to any obligation of the contractor to indemnify the employer with respect to copyright, patent infringement, workmen compensation and statutory liabilities in general that the employer may be required to additionally bear due to default of the supplier/contractor.

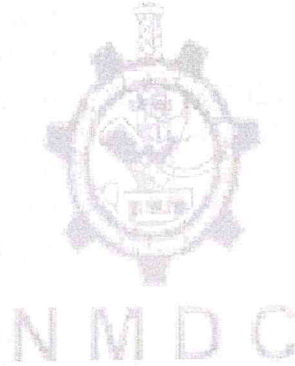
25. FORCE MAJEURE CLAUSE :- If at any time during the continuance of Acceptance of Tender (A/T) , the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, hostility, acts of public enmity, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or other acts of God, provided notice of the occurrence of any such event is given by either party to the other within TWENTY ONE DAYS from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the contract., and neither party shall have claim for damage against the performance, and deliveries in such cases shall be resumed as soon as practicable after such an event has come to an end or has ceased to exist.

Note: 1.Tenderer is required to reply all commercial terms and conditions point wise and clause wise.
2. For any Techno-Commercial clarification against this tender please contact:

Name & Designation: **Shri B Lachu , AGM (Mats)**

Contact no.: **7587876642 / 9302644393/ 9708114787**

E-mail:bld5materials@gmail.com/vishalkumar@nmdc.co.in



Lachu
19/01/24
AGM (Materials)

ANNEXURE-III**(TECHNICAL DATA SHEET TO BE FILLED BY TENDERER)**
(Please filled duly signed & Seal & attached as Separate Sheet along with offer)

Sl. No	SAP Code	Item Specification	Make (Model)	To be filled by Bidder (Compliance) Accepted/Rejected Along with Quoted Make
1	1700000361	WELDING ELECTRODE, CUTG, 4MM	ESAB (TERROCUT), D&H SECHERON (LOTHERME 801), ADOR (CAG 9901), DIFFUSION (SUPERCUT) EWAC (EWACPIERCETRODE), SAITRON	
2	1700000002	WELDING ELECTRODE, MILD STEEL, 4MM	ESAB (FERROARC), D&H SECHERON (NORMA-V) ADOR (KINGBOND), D&H (INDIA)ECONOMY, SAITRON	
3	1700000349	WELDING ELECTRODE, 4MM	ESAB (CHROMEWELD G), D&H SECHERON (SIA) ADOR (AUSTOMANG), DIFFUSION (618X), EWAC (XXD 646), SAITRON	

Name of the Firm / Company :-

Name of Contact Person & Designation :-

Mobile No. :-

Tele No. & Fax No. (with STD) :-

Email :-

SIGNATURE & SEAL OF THE TENDERER

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

S. N	DESCRIPTION	REMARKS	TO BE FILLED & SUBMITTED BY TENDERER
1	PLACE OF DELIVERY AS PER CLAUSE No.1 of ATC	ACCEPTED /NOT ACCEPTED	
3.	MAKE: AS PER CLAUSE No.4 of ATC	MENTIONED/ NOT MENTIONED	
4	DEALERSHIP CERTIFICATE AS PER CLAUSE No. 5 of ATC	ACCEPTED /NOT ACCEPTED	
5.	PENALTY AS PER CLAUSE No.7 of ATC	ACCEPTED /NOT ACCEPTED	
6	WITHDRAWL OF TENDER AS PER CLAUSE No.8 of ATC	ACCEPTED /NOT ACCEPTED	
7	DEVIATION (IF ANY) & ATC AS PER CLAUSE No.13 & 14 of ATC	ACCEPTED /NOT ACCEPTED	
8	PAYMENT TERMS AS PER CLAUSE No.19 of ATC	ACCEPTED /NOT ACCEPTED	
9	FORCE MAJEURE AS PER CLAUSE No. 25 of ATC	ACCEPTED /NOT ACCEPTED	
10	LIMITATION OF LIABILITY AS PER CLAUSE No. 24 of ATC	ACCEPTED /NOT ACCEPTED	
11	WARRANTY AS PER CLAUSE No.09 of ATC	ACCEPTED /NOT ACCEPTED	
12	INSPECTION AS PER CLAUSE No.11 of ATC	ACCEPTED /NOT ACCEPTED	
13	BANNING OF BUSINESS DEALING AS PER CLAUSE No.22 of ATC	ATTACHED/ NOT ATTACHED	
14	SETTLEMENT OF DISPUTES AS PER CLAUSE No.23 of ATC	ACCEPTED /NOT ACCEPTED	
15	GST % AS PER CLAUSE No.20 of ATC	MENTIONED/ NOT MENTIONED	
16	SELF CERTIFICATE REGARDING LOCAL CONTENT as per ATC	ATTACHED/ NOT ATTACHED	Not Applicable

Name of the Firm/ Company:-

Name of Contact Person & Designation:-

Mobile No.:-

Tele No. & Fax No. (with STD):-

Email:-

SIGNATURE & SEAL OF THE TENDERER

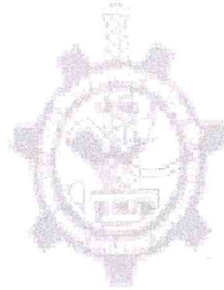
ANNEXURE-V**Standard Requirements for SA8000**

- The Supplier/contractor shall comply with all requirements of SA 8000:2014 related to Child Labour, Forced and Compulsory Labour, Health & Safety, Freedom of Association & Right to Collective Bargaining, Discrimination, Disciplinary Practices, Working Hours and Remuneration.
- The Supplier/Contractor is obliged to comply with the applicable legal systems in force. In particular, the Supplier/Contractor shall not engage, actively or passively, nor directly or indirectly any child labour (persons below 14 years of age) and shall not violate basic human rights of its employees. Moreover, the Supplier shall take responsibility for the health & safety of its employees. The Supplier shall act in accordance with the applicable environmental laws and will use best efforts to promote the Code of Conduct among its Suppliers.
- The supplier/contractor shall meet the legislations related to working hours, minimum wages and payment of wages.
- NMDC Limited or any third party on behalf of NMDC Limited shall have the right to visit the supplier/contractor premises to ensure compliance with SA 8000:2014 requirements with or without any intimation.
- In addition to other rights and remedies NMDC Limited may have, NMDC may terminate the work order and/or any purchase order issued there under in case of breach of SA 8000:2014 related obligations by the Supplier/Contractor. However, provided that if the Supplier's/Contractor's breach of contract can be rectified, then NMDC Limited's right to terminate the work order and/or any purchase is subjected to the provision that such breach has not been remedied by the Supplier within a reasonable grace period set by NMDC Limited.
- Supplier/Contractor shall ensure that its direct and indirect subcontractors employed to perform the works commit themselves to the SA 8000:2014 requirements.

The Supplier/Contractor shall:

- a) Give the highest regard to Employee Health & Safety (EHS) to avoid any injury to any person and willful damage to any property;
- b) Ensure that the management of EHS is an integral and visible part of its work planning and execution processes;
- c) Strive for continuous improvement of its EHS performance;
- d) Obtain B.I.O.M Bachel Complex, NMDC Limited's IMS policy, understand and implement the applicable content of this policy;
- e) Monitor and evaluate its safety performance to effectively take such actions as appropriate to rectify or improve its overall safety performance;
- f) Ensure that it complies with all applicable EHS laws and any EHS requirements of NMDC Limited in force from time to time.
- g) Ensure that in case NMDC Limited produces a safety and health documentation for the site (Occupational Safety Plan) and provides Supplier with a copy of the Occupational Safety Plan, Supplier shall confirm receipt thereof in writing and comply with the regulations contained therein. The same shall apply to updates of the Occupational Safety Plan which NMDC Limited may make as it deems necessary. Supplier shall ensure that its direct and indirect subcontractors employed to perform the works commit themselves to the Occupational Safety Plan and its updates. The supplier shall commit to this clause to avoid any injury to any persons who are legally on the work site including its own personnel, NMDC Ltd.'s personnel and visitors.

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N M D C

