



एनएमडीसी लिमिटेड NMDC Limited

भारत सरकार का उपक्रम (A GOVT. OF INDIA ENTERPRISE)

एनएमडीसी आयरन एण्ड स्टील प्लांट NMDC Iron & Steel Plant

पो. नगरनार, (बस्तर) छ.ग. पिन 494001, Post – Nagarnar (Bastar) C.G. PIN 494001

Email: bsamya@nmdc.co.in, Phone No.: 07782-265318, Fax: 07782-265353

CIN-L13100AP1958GOI001674; GSTIN: 22AAACN7325A3Z3

No. NISP/CONTRACTS/M&C/67/CMS & CM/2017/77

Dated 11.10.2017

OPEN TENDER ENQUIRY

To

Subject: Development of Cost Management System & Preparation of Costing Manual for NMDC Iron & steel plant, Nagarnar, Jagdalpur, Distt: Bastar-494001.-Reg.

Dear Sirs,


We are enclosing one set of Tender Documents for Development of Cost Management System & Preparation of Costing Manual for NMDC Iron & steel plant, Nagarnar, Jagdalpur, Distt: Bastar-494001.

You are requested to submit your offer **in two bid** system. Your offer should be superscribed with tender enquiry reference No., date and due date of opening on the envelope strictly as per clause 'Manner of Submission the Tender'. The last date for submission of offer is on or before, 22.11.2017 **by 02.30 PM IST**. The offers will be opened on the same day i.e. 22.11.2017 **at 03:30 PM IST** in the presence of the tenderer's representatives, who wish to be present. Necessary authorization may be brought to witness the tender opening.

Any corrigendum/Amendment/addendum/Clarification for extensions in the Tender Opening date if any shall be displayed on the NMDC Limited website & www.eprocure.gov.in only. No further publications in the News papers/Journal shall be made.

Thanking you,

Yours faithfully,


11/10/17
(Samya Bhokya)

Dy. General Manager (Materials & Contracts)

NISP Nagarnar, NMDC Limited

Encl:

	Page
(1) Notice Inviting tender	2-6
(2) Instruction to tenderer	7-39
(3) General conditions of Contract	40-61
(4) Special conditions of Contract	62
(5) Price bid/Schedule of quantities/Bill of quantities	63

पंजीकृतकार्यालय : 10.3.311/ए खनिजभवन, मासाबटैंक, हैदराबाद दृ 500 028

Regd. Office : 10-3-311/A KhanijBhawan, Masab Tank, Hyderabad – 500 028



एनएमडीसी लिमिटेड NMDC Limited

भारत सरकार का उपक्रम (A GOVT. OF INDIA ENTERPRISE)

एनएमडीसी आयरन एण्ड स्टील प्लांट NMDC Iron & Steel Plant

पो. नगरनार, (बस्तर) छ.ग. पिन 494001, Post – Nagarnar (Bastar) C.G. PIN 494001

Email: bsamya@nmdc.co.in, Phone No.: 07782-265318, Fax: 07782-265353

CIN-L13100AP1958GOI001674; GSTIN: 22AAACN7325A3Z3

No. NISP/CONTRACTS/M&C/67/CMS & CM/2017/77

Date: 11.10.2017

NOTICE INVITING TENDER (NIT)

Sealed quotations are invited in two part bid system from experienced Agencies for Development of Cost Management System & Prepration of Costing Manual for NMDC Iron & steel plant, Nagarnar, Jagdalpur, Distt: Bastar-494001 for a period of 6 (Six) Months and extendable further on mutual consent on the same terms and conditions provided the performance of the work is satisfactory. The details of work are as under:

Tender No & Date	Description of Items	Estimat ed Cost	Contract period	Display & Sale of Tender Documents Period	Pre-bid meeting date, Time & Venue	Last date & Time for submission of offer	Tender fee	Earnest Money Deposit
NISP/CONT RACTS/M& C/67/CMS & CM/2017/77 Dated 11.10.2017	Development of Cost Management System & Prepration of Costing Manual for NMDC Iron & steel plant, Nagarnar, Jagdalpur, Distt: Bastar-494001	Rs. 24.15 Lakhs	6 (Six) Months including monsoon period	11.10.2017 (11:30 AM IST) to 22.11.2017 (01:00 PM IST)	01.11.2017 (11:30 AM IST) at NISP Nagarnar	22.11.2017 by 02.30 PM IST (Indian Standard Time)	Rs.3540/- (Rupees Three Thousand Five Hundred Forty Only)- Inclusive of Taxes	Rs. 24000/- (Rupees Twenty Four Thousand only)

1.1. PRE QUALIFICATION CRITERIA:

- 1.1.1. The average annual financial turnover of the prime bidder during the last 3 years, ending 31st March of the previous financial year should be at least Rs. 1 Crore (Rupees One Crore) only.
- 1.1.2. Tenderer should have experience of having successfully completed similar work(s) during the last 07 (seven) years ending last day of month previous to the one in which tenders are invited should be either of the following;
 - 1.1.2.1. One completed work of value not less than Rs.19.50 Lakhs (Rupees Nineteen Lakhs Fifty Thousand) only. **OR**
 - 1.1.2.2. Two completed works of value each not less than Rs.12 Lakhs (Rupees Twelve lakhs) Only.**OR**
 - 1.1.2.3. Three completed works of value each not less than Rs. 9.75 Lakhs (Rupees Nine lakhs Seventy Five Thousand) only.
- 1.1.3. Original Solvency certificate from any Nationalized Indian Bank /scheduled commercial bank including a foreign bank having a branch in India of value not less than Rs. 12 lakhs (Rupees Twelve Lakh Only)and dated not earlier than 3 months from the due date of submission of the tender.

Notes:

- (a) The above should be supported by relevant documentary evidence like work orders, completion certificates, contract agreements and TDS certificate from the clients in case of non-govt. works etc. The certificates issued by the organization/client shall form the basis for considering experience of work executed.



- (b) The offers of the tenderers not meeting the pre-qualifying requirements and not producing supportive documents are likely to be rejected and no correspondence whatsoever shall be entertained.
- (c) NMDC reserves its right to verify the documents/information submitted or inspect the installation/services done. The tenderer shall provide necessary facilities for this purpose.
- 1.1.4. Offers are invited from Firms/Enterprises comprising of Cost & Management Accountants and / or Chartered Accountants, who fulfill the following criteria :
- 1.1.4.1. The organization should have exposure in the field of Cost Management System & Cost Audit and sound knowledge on subjects like Company Law, Ind-AS provisions, Cost Management, Costing Records & Audit Rules, Accounting, Audit etc.
- 1.1.4.2. The Enterprise and / or its principal partners / associates should have been engaged by at least 2 Public Sector Undertakings and / or other reputed Private Sector Companies (out of which, at least one of the clients should be with annual turnover of Rs.100 crores or above), over the last 5 years, in respect of Cost Management related works.
- 1.1.4.3. At least one of the principal associates should be a CMA/CA with at least 10 years' exposure in Costing & Cost Control in steel or allied sector.
- 1.1.4.4. The organization should have at least 10 years' of professional standing.
- 1.1.4.5. The organization should have a reasonably large workforce commensurate with the size and complexity of the assignment [including at least 3 professionals – CAs/CMAs].
- 1.1.5. The firms / enterprises, who are participating in the tender, will be invited to make a **technical presentation** on the proposed assignment giving details of methodology, timelines, resource deployment etc, before the opening of the respective price bids.
- 1.1.6. The offers of only those firms / enterprises, whose presentations are found to be technically acceptable, would be considered for further processing.
- 1.2. **Period of contract:** - The initial period of Contract will be for 6 (Six) Months from the date of issue of contract and extendable for further period on the same rates, terms and conditions with mutual consent.
- 1.3. **Manner of obtaining tender:**
- 1.3.1. Tender documents can be obtained on working days from office of the DGM Materials & Contracts Department, at A-Block, NMDC Iron & Steel Plant Office, NMDC Limited, Nagarnar, Jagdalpur, Distt: Bastar-494341 from **11.10.2017 (11:30 AM IST) to 22.11.2017 (01:00 PM IST)** (both days inclusive), between **10:00 AM IST and 05:00 PM IST**, on submission of an application addressed to DGM (Materials & Contracts), giving reference to the name of work and the Tender number, furnishing full details of the company/self and on payment of the cost of tender document of **Rs.3540/-** (Rupees Three Thousand Five Hundred Forty Only) non-refundable, by crossed DD/Bankers cheque in favour of NMDC Iron and Steel Plant, payable at Nagarnar.
- 1.3.2. For purchase of the tender document; the purchaser of tender document will have to submit Demand Draft/Bankers Cheque of Rs.3540/- (Rupees Three Thousand Five



Hundred Forty Only) in favour of NMDC Iron & Steel Plant payable at Nagarnar to NMDC to Finance Department, against which receipt voucher will be issued by Finance department to the tenderer, On submission of receipt voucher to contracts department, the tender document will be issued from Contracts Department.

- 1.3.3. The complete set of tender documents can also be downloaded from NMDC website (<http://www.nmdc.co.in>) and Government e-procurement system's website (<https://eprocure.gov.in/cppp/>) from 11.10.2017 to 22.11.2017. In such cases the prospective tenderers will have to register themselves as new user at NMDC's website link <http://www.nmdc.co.in/nmdctender/default.aspx> furnishing full details about Company / self before downloading.

The cost of tender document as specified **above** has to be submitted in form of demand draft/Banker cheque from Indian Nationalized Bank /Scheduled commercial bank. This demand draft/Bankers Cheque shall be submitted in Part I of the offer. The tender will be accepted only if the demand draft / receipt voucher submitted is found acceptable to Owner. Tenders shall be summarily rejected if the stipulated cost of tender document is not paid as specified above.

In case of any discrepancies between Tender documents downloaded from the website and the master copy available with NMDC, the master copy shall be considered authentic and shall be binding on the tenderer. No claim on this account from the tenderers will be entertained.

Requests for issue of tender documents by post will not be entertained.

- 1.4. Interested bidders are requested to attend pre-bid meeting which is proposed to be held on 01.11.2017 (11:30 AM IST) at office of NMDC Iron & Steel Plant, NMDC Limited, Nagarnar, Chhattisgrh-494341.

The purpose of pre bid conference will be to clarify issues and to answer queries on any matter concerning the tender documents that may be raised at that stage. The bidder is to be requested to submit any questions / queries in writing to reach the owner at least 7 days before the Pre-bid meeting date.

Any modification of the bidding document which may become necessary as a result of the pre-bid meeting will be made exclusively through the issue of Addendum / corrigenda along with the record note of the conference. The same will also be hosted on the NMDC website and CPP Portal.

1.5. EARNEST MONEY DEPOSIT

The Tenderer is required to submit Earnest Money of **Rs. 24000/-** (Rupees Twenty Four Thousand only) **only** along with the Tender in the form of **Demand Draft/Bankers Cheque** in favour of **NMDC Iron and Steel Plant** payable at Nagarnar or through **Bank Guarantee** initially valid for a period of Nine (9) months from date of opening of Part-I of tender. Money Order, Postal order and Cheques etc. are not acceptable towards EMD. Earnest Money deposited by the tenderer will not carry any interest. Tenders received without EMD shall be considered unresponsive and rejected.

Note: The manner of submission of any Bank Guarantee(s) for the purpose of tender/contract shall be in line with "Issuance of Bank Guarantees" of ITT.

- 1.5.1. Exemption for EMD and Cost of tender document



- 1.5.1.1. Following benefits will be extended to MSE units registered for the tendered items with NSIC, MSE's registered with DIC/KVIC/Coir Board/KVIB/DHH etc:
- 1.5.1.1.1. Issue of bid set free of cost.
- 1.5.1.1.2. Exemption from payment of Earnest Money.
- 1.5.1.2. Central Government Departments / PSUs will be exempted from paying bid fee only, in other words they will not be granted any exemption from submission of EMD / Security Deposit or any price preference.
- 1.5.1.3. No Price preference will be extended to the participating MSE as work cannot be split.

Note: For seeking exemption towards cost of bid and Earnest Money Deposit, the bidders are advised to submit the certificate from relevant authorities as mentioned above well in advance (at least 7 days before date of submission of tender).

MSEs desirous of claiming exemptions as per above clause of Tender document, should send copies of their registration certificate to the tender receiving authority of NMDC well in advance to the due date for submission of tenders for examining their scope of registration with reference to the tendered items as per the scope of work relating to these tender documents, so as to enable NMDC to verify and confirm whether the party is eligible for the benefit or not. NMDC's decision with regard to acceptability of claim of a party for the specified exemptions shall be final and binding.

The correspondence in this regard should be forwarded to DGM (Materials & Contracts), at A-Block, NMDC Iron & Steel Plant Office, NMDC Limited, Nagarnar, Jagdalpur, Distt: Bastar-494341 along with a scanned copy of party's registration certificate by e-mail to : bsamya@nmdc.co.in.


- 1.6. DGM (Materials & Contracts), NMDC Iron & Steel Plant, Nagarnar shall be the Tender Receiving Authority. The tenderers shall drop their tenders in the tender box of Contracts Department at C-Block, NMDC Iron & Steel Plant Office, NMDC Limited, Nagarnar, Jagdalpur, Distt: Bastar-494341, **on or before 02.30 PM IST on 22.11.2017**. In case the tender is very bulky and cannot be dropped in tender box or the tender is being submitted by hand, then the tender shall be handed over either to DGM (Materials & Contracts), at A-Block, NMDC Iron & Steel Plant Office, NMDC Limited, Nagarnar, Jagdalpur, Distt: Bastar-494341 at the address given above **OR** to any one of his nominated person.
- 1.7. **VALIDITY OF TENDER:** The tenders shall remain valid for acceptance by NMDC Limited for a period of **six (06) months** from the date of opening of tenders. If the Tenderer alters or withdraws his offer within the validity period, his E.M.D. will be forfeited and his tender will be rejected.
- 1.8. If the date and time for any activity indicated in the tender document happens to be a holiday or a non-working day, for any reason, then the next working day and time will be automatically taken as the date and time for such activity.
- 1.9. NMDC may extend the deadline for submission of tenders by issuing an amendment in accordance with relevant clause (s), in which case all rights and obligations of NMDC and the tenderer previously subject to the original deadline will then be subject to the new deadline of submission of tenders.



**Development of Cost Management System & Preperation of Costing Manual
for NMDC Iron & steel plant, Nagarnar, Jagdalpur, Distt: Bastar-494001**

- 1.10. Late / delayed tenders shall not be accepted after the due date and time of submission of tenders under any circumstances.
- 1.11. The Tender Documents are non-transferable and shall be used by the Purchaser only.
- 1.12. Each Bidder shall submit only one bid in compliance with the requirements of the bidding documents. Alternatives will not be considered. Submission of more than one bid will cause all the proposals with the bidder's participation to be disqualified. Government-owned enterprises may participate only if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of NMDC Limited.
- 1.13. This Notice Inviting Tender shall form part of the Tender document.

For and on behalf of NMDC Ltd

 11/10/17
(SamyaBhookya)

DGM (Materials & Contracts)
NMDC Iron & Steel Plant, Nagarnar



2.0 INSTRUCTIONS TO TENDERERS (ITT)

2.1. GENERAL INSTRUCTIONS

- 2.1.1.** The NMDC Limited having its head office at Hyderabad, hereinafter called "OWNER" will receive tender as set forth in the accompanying Specifications. All Tenders shall be prepared and submitted in accordance with these instructions.
- 2.1.2.** The information is given in this tender document in good faith and is meant to serve as a guide, to enable the intending tenderers submit their tenders on item rate basis. It is imperative that the tenderer shall obtain and examine for themselves all the data, information and particulars required for the satisfactory execution of the work covered under the scope of this tender enquiry.
- 2.1.3.** Tenders submitted after the time and date fixed for receipt of tenders as set out in the Notice Inviting Tender (NIT) will not be accepted.
- 2.1.4.** The 'Works' referred herein shall cover the entire scope of work of the Contractor from experienced & qualified and eligible Contractors which includes "Development of Cost Management System & Preperation of Costing Manual for NMDC Iron & steel plant, Nagarnar, Jagdalpur, Distt: Bastar-494001".
- 2.1.5.** The Tenderer shall not be entitled to claim any costs, charges, expenses of the tender incidental to or incurred by him through or in connection with his submission of tender, even if the Owner elects to withdraw the Notice Inviting Tender (NIT).
- 2.1.6.** The Tenderer shall submit his Tender as required in the contract documents along with letter of undertaking in the pro-forma enclosed as Annexure-I to these Instructions to Tenderers. The letter of undertaking shall be on non - judicial paper of appropriate value.

- 2.2. SCOPE OF WORK:** The Scope of work includes but not limited to the scope as stated in special conditions of contract.

2.3. TENDER DOCUMENTS

This tender document comprises the following documents, including all annexure, enclosures, appendices etc. attached thereto:

Part I (TECNO-COMMERCIAL BID)

- i) Notice Inviting Tender (NIT)
- ii) Instructions to Tenderers (ITT)
- iii) General Conditions of Contract (GCC)
- iv) Special Conditions of Contract (SCC)

Part II (PRICE BID)

- i) Schedule of Quantities/Bill of quantities.

- 2.4.** All Amendments/Addenda/ Corrigenda/Clarification, if any, issued from time to time, pertaining to the work which shall also form part of the tender documents.

2.5. EXAMINATION

- 2.5.1.** The tenderer shall carefully examine the tender documents including all Amendments / Addenda / Corrigenda/ Clarifications, if any issued, and other details relating to the work and acquaint him fully with all the conditions and matters therein, which may in any way affect his work and the cost thereof.



- 2.5.2. The tenderer shall be deemed to have obtained all information as to risks, contingencies, responsibilities and other circumstances which might influence or affect his tender and the progress and performance of the contract and have taken into account all such conditions and matters that may affect his works and cost thereof.
- 2.5.3. The tenderer shall be deemed to have visited the site and its surroundings and have carefully examined and have satisfied himself about the existing site conditions, availability of local facilities, means of transport, etc. and have quoted his rates, taking into consideration all such conditions and matters, which may, in any way, affect his work and the cost thereof.
- 2.5.4. The tenderer shall be deemed to have acquainted himself with all Government taxes, laws, statute, regulations, levies and other charges relating to his work at site.
- 2.5.5. Any neglect or omission or failure on the part of the Tenderer in obtaining necessary and reliable information upon the foregoing or any other matter affecting the tender shall not absolve him of any risk or liabilities or responsibilities for completion of the entire work in accordance with the terms and conditions of the Tender Documents

2.6. EARNEST MONEY DEPOSIT (EMD)

2.6.1 EMD as specified in NIT shall accompany in **Part-I** of the tender as tender guarantee. The Tender Guarantee offered should be in one of the following alternative forms:

- 2.6.1.1. A crossed bank draft/Bankers Cheque in favour of NMDC Iron & Steel Plant payable at Nagarnar from any Nationalised Indian Bank/scheduled commercial bank including a foreign bank having a branch in India.
- 2.6.1.2. An irrevocable Bank Guarantee of any Nationalised Indian Bank /scheduled commercial bank including a foreign bank having a branch in India in favour of NMDC Iron & Steel Plant, Nagarnar. Pro-forma of the Bank Guarantee is enclosed as Annexure-2 to these Instructions to Tenderers.

Note: EMD in any other form will not be accepted and the tender will be rejected.

2.6.2. The EMD will be forfeited if,

- 2.6.2.1. The Tenderer modifies or withdraws his offer after due date and time of submission of the bids.
- 2.6.2.2. The tenderer resiles from his offer during the validity period.
- 2.6.2.3. The tender is revoked during its validity period by the tenderer.
- 2.6.2.4. The validity of the BG is not extended / not kept valid for a specified period of three (3) * months beyond the extended validity of the offer.
- 2.6.2.5. The tenderer increases the prices unilaterally after the opening of tender and during the validity period of the tender.
- 2.6.2.6. The successful tenderer does not submit the duplicate copy of Letter of award of Contract issued within 15 (*fifteen*) days from the date of issue as a token of acceptance, unless any other period has been agreed in writing.
- 2.6.2.7. ~~Subsequent to acceptance of the Letter of Award of Contract (LAC) by the successful tenderer, the tenderer refuses to enter into Contract Agreement within the specified time or its authorised extensions.~~



- 2.6.2.8. The successful tenderer fails to submit the Contract Performance Guarantee / Initial Security Deposit (ISD) within the period specified as per stipulations of LAC/Tender.
- 2.6.2.9. The bidder does not accept correction of the Bid Price, pursuant to the provisions of tender document on Discrepancies and Adjustment of Errors / Corrections of Errors.
- 2.6.3. The Tender Guarantee shall be made payable without any condition to the Owner 'On Demand'. The Tender Guarantee shall be valid for a period of **three (3) calendar months** beyond the validity of the tender offer, i.e. **Nine (9) months** from the due date of submission of the tender. In case of extension of validity of the offer, the BG submitted towards EMD will also to be extended for a further period of **three(3) months** beyond the extended period of validity of offer failing which the validity extension given by the Tenderer (as submitted in validity extension letter) shall not be considered.
- 2.6.4. In consideration of the Owner considering the Tender for purpose of award, the Tenderer shall keep his Tender valid for a period of **six (6) months** from the last date of submission of the Tender, during which period the Tenderer agrees not to vary, alter or revoke his tender as a whole or in part. If the Tenderer, however, fails to keep his Tender valid for **6 (six) months** or varies it during the period then the Owner shall be entitled to forfeit the Tender Guarantee amount without any notice or proof of damages etc.
- 2.6.5. In case the tenderer is requested to extend the validity of the offer along with extension of validity of Tender Guarantee towards EMD, the tenderer may refuse the request in writing. In such a case the tenderers offer will be rejected and the EMD submitted by the tenderer shall be returned within **15 (fifteen) days** after expiry of the validity period of offer on tenderers request.
- 2.6.6. The EMD shall be returned within **15 (Fifteen) days** after evaluation of PQ & techno-commercial offer, to those tenderers whose offers do not meet the PQ requirements or whose offers are not found techno commercially acceptable after scrutiny.
- 2.6.7. The EMD of those tenderers whose offers are found techno commercially acceptable after scrutiny but are unsuccessful after price bid opening, their EMD shall be returned within **15(fifteen)days** after the award of work.
- 2.6.8. The EMD of the successful tenderer to whom the contract is awarded will be returned after the said tenderer submits acceptance to the letter of award of contract, provides the Contract Performance Guarantee ~~and signs the Contract Agreement.~~
- 2.6.9. In case any tenderer submits the EMD by way of Demand Draft/Bankers Cheque the EMD amount will be refunded by online e-payment mode only.
- 2.6.10. Any tender not accompanied by EMD along with Letter of Undertaking in Part I of the offer in accordance with above said provisions shall be considered as unresponsive and rejected.
- 2.6.11. No interest will be payable by the Owner on the Tender Guarantee

Note: The manner of submission of any Bank Guarantee(s) for the purpose of tender/contract shall be in line with Cl. **"ISSUANCE OF BANK GUARANTEES"** of ITT.



2.7. MANNER OF PREPARATION OF TENDER: The following documents duly filled in and signed with date and seal on each page by the tenderer shall be submitted as PART I of the Tender proposal. The following documents shall be preferably submitted in a spiral bound.

2.7.1. Part – I(Techno – Commercial Bid)

- 2.7.1.1. Letter of Undertaking: This shall be submitted in the prescribed pro-forma as per Annexure –1 to the ITT.
- 2.7.1.2. Earnest Money Deposit (EMD) as specified in NIT and as per relevant clause above.
- 2.7.1.3. Copy of Tender Document Purchase receipt / Cost of Tender document as specified in NIT.
- 2.7.1.4. Full information about the tenderer: This shall be furnished in the prescribed pro-forma as per Annexure – 3 to the ITT,
- 2.7.1.5. Details of works done as per pre qualification criteria during the past seven years by the tenderer: This shall be furnished in the prescribed pro-forma as per Annexure -4 to ITT.
- 2.7.1.6. Dummy PRICE sets to be submitted by the Tenderer without quoting the rate duly signed and stamped on all pages for execution of all items as per the Specifications/Standards by successful bidder.
- 2.7.1.7. Statements of Exceptions and Deviations taken from the tender conditions: This shall be furnished in the prescribed pro-forma as per Annexure – 5 to the ITT, indicating therein the exception and deviations taken from the tender conditions by the tenderer, **but without indicating the rates and cost thereof.**
- 2.7.1.8. Latest (not earlier than six months from the due date of submission of tender) Power of Attorney (on non judicial stamp paper of value not less than Rs.50/) of the signatory of the tender in original or duly attested by a Notary Public.
- 2.7.1.9. Copy of Permanent Account Number (PAN) issued by IT department.
- 2.7.1.10. Copy of P.F code number allotted by any Regional Provident Fund Commissioner. In case the tenderer does not possess valid code number, then the tenderer has to give an undertaking on a judicial Stamp paper (the proforma as Annexure – 9 is enclosed of value not less than Rs. 100/- stating that within one month from the date of issue of Letter of Intent/Letter of Award of Contract, they shall obtain PF code number by the RPFC.
- 2.7.1.11. **Original Solvency** certificate from any Indian nationalized bank/scheduled commercial bank or foreign bank having branch in india, for a value of **Rs. 12 lakhs (Rupees Twelve Lakh Only)** and dated not earlier than three months from the due date of submission of tender.
- 2.7.1.12. Audited Profit and Loss Account and Balance sheet for the last three financial years are to be enclosed along with offer.
- 2.7.1.13. The tender document duly signed and stamped on each page by the tenderer as a token of unconditional acceptance of the same.
- 2.7.1.14. Amendments/corrigenda/Addenda/ Interpretations/Clarifications etc. for the work, if any, issued by the OWNER, duly signed, by the tenderer.
- 2.7.1.15. Details of turn over for last three financial Years as per Annexure – 10



- 2.7.1.16. List of information regarding any litigation, current or during last five years in which the tenderer is involved and the parties concerned and disputed amount. If no such litigations are there then statement indicating 'nil' has to be submitted by the Tenderer.
- 2.7.1.17. The payments shall be made through Electronic Transfer System (e-payment). To enable the same, the tenderer should submit all the relevant details of Account number, Name of the Bank etc. in the prescribed pro-forma elsewhere (Annexure 11). The Owner shall not be responsible for any wrong payment, in case of incorrect details submitted by the tenderer
- 2.7.1.18. Goods and Service tax registration details as per Annexure-12.
- 2.7.1.19. Any other information the tenderer desires to furnish in connection with this tender or required as per Pre-Qualifying Criteria.
- 2.7.2. **Part II: Price Bid:** The following documents duly filled in and signed by the tenderer shall be submitted as Part II of the Proposal.
- 2.7.2.1. Price Schedule enclosed in (Part – II) of the Tender Document.
- Note:** The Price bid should contain only price offer to be submitted strictly as per the price schedule enclosed in (Part II). The Price bid not submitted as per price schedule may not be considered.

2.8. SIGNATURE

- 2.8.1. Each and every page of the tender proposal including the original tender document supplied by the OWNER shall be signed by the tenderer with his usual signature. The name of all persons signing shall also be typed or printed below the signature.
- In case of a partnership or Hindu Joint Family firm, tender must be furnished with full names of all partners. Tenders may be signed by only one of the partners or manager, as the case may be, or by any other duly authorized representative followed by the name and designation of the person so signing.
- Tenders of a Company shall be signed, on behalf of the Company, by a person authorized to do so and a Legal Power of Attorney showing the authority of the person to sign the tender on behalf of the Company shall accompany the tender.
- 2.8.2. Signature of the tenderer or his authorized representative shall be attested by signatures and addresses by two responsible persons as witnesses.
- 2.8.3. All signatures shall be dated.
- 2.8.4. A tender by a person who affixes to his signature the word 'President', Managing Director', 'Secretary', 'Agent' or other designation without disclosing as principal will be rejected.
- 2.8.5. Satisfactory evidence of authority of the person signing on behalf of the Tenderer shall be furnished with the Tender.
- 2.8.6. The Tenderer's name stated on the proposal shall be the exact legal name of the firm.
- 2.8.7. Tenders not conforming to the above requirements of signing are liable for disqualification.
- 2.8.8. All corrections to be attested.
- 2.8.9. The rates quoted by the tenderer shall be free from corrections/cutting and overwriting. Corrections, if any, shall be attested by the person signing the tender.



Tenders containing overwriting, erased rate(s) or corrections without attestation shall be liable for rejection. Tenders quoting rates for items different from those prescribed in the Schedule of Items/Bill of Quantities shall also be liable for rejection.

2.9. MANNER OF SUBMISSION OF TENDER

- 2.9.1.** All the tenders shall be prepared by typing or printing with indelible dark/black ink on white paper in sequentially numbered pages and be in solid binding. Each tenderer shall submit his proposal in **original**. The tenderer's tender and the documents attached thereto shall be considered for forming part of the contract documents.
- 2.9.2.** Tender shall be submitted in two (2) parts – Part I shall include letter of undertaking, Bank Guarantee / DD towards EMD, cost of tender document if downloaded from website including the technical - commercial offer and dummy Price Schedule (without any rate or amount). Part II shall include the Price Schedule(s) duly filled in. Dummy Price schedule submitted in Part- I must be identical of the price schedule submitted in Part-I, except that the price schedule in Part-I should not contain any price figure. All commercial conditions shall be included in Part-I. The two parts shall be submitted in two separate sealed envelopes super scribed on top as **PART-I-TECHNICAL & COMMERCIAL OFFER AND PART-II - PRICE OFFER** respectively. These sealed envelopes shall be submitted in another sealed envelope, super scribing the tender No., name of the work, due date of submission and name and address of the tenderers, tender receiving authority on the envelope. Tender as aforesaid must be submitted in original at the address and by the time and date mentioned in the NIT.
- 2.9.3.** The tenderer has to submit the tender on or before the date and time indicated in the Invitation to Tender as under:
- 2.9.3.1.** In person by the tenderer by putting in the tender box of Contracts Department at C-Block of NISP, NMDC Limited., Nagarnar, Jagdalpur, CG, India. In case the tender is very bulky and cannot be dropped in tender box or the tender is being submitted by hand, then the tender shall be handed over either to DGM (Contracts) or its nominated person. The responsibility for depositing the tender in the correct box with in the specified time rests with the tenderer.
- 2.9.3.2.** The tenderer has the option of sending the tender by registered post / courier or by submitting the tender in person, so as to reach by the date and time indicated in the Invitation to Tender. Tenders submitted by telex / fax/other mode will not be accepted. Tenders received after the stipulated date and after the stipulated time will not be accepted and summarily rejected.
- NMDC however does not take any responsibility for loss of tender in transit. Similarly, any claim for receipt of tenders after due date and time if sent by post/courier will not be accepted. Tenders received after due date and time of submission will be rejected.

- 2.10. COMPLIANCE OF COMPANY LAW:** The Tenderer must declare whether the Proprietor or any Partner of the firm or Director of their Company as the case may be, has any relation with any employee working in NMDC and if so, give the name of the employee and relationship and also whether any of them has a relationship within the meaning of Section 6 of the Companies Act, 1956, with any of the Directors of NMDC



and if so, the details thereof must be furnished. This is necessary to ensure compliance of sections 297 and 299 of the Companies Act, 1956.

2.11. MODIFICATION AND WITHDRAWAL

- 2.11.1. Bidders may modify or withdraw their bids after submission by giving notice in writing before the deadline prescribed in NIT for submission of bids.
- 2.11.2. Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered as follows:
 - 2.11.2.1. The bidder shall provide one original and one copy of any modifications to its bid, clearly identified as such, in two inner envelopes duly marked **"BID MODIFICATIONS –Original"** and **"BID MODIFICATIONS –copy"**. The inner envelopes shall be sealed in an outer envelope, which shall be duly marked **"BID MODIFICATIONS"**.
 - 2.11.2.2. The bidder shall provide one original plus 1(One) copy of withdrawal notice of its bid, clearly identified as such, in two inner envelopes duly marked **"BID WITHDRAWAL NOTICE –Original "** and **"BID WITHDRAWAL NOTICE –copy"**. The inner envelopes shall be sealed in an outer envelope, which shall be duly marked **"BID WITHDRAWAL NOTICE"**.
- 2.11.3. Other provisions concerning the marking and dispatch of bid modifications *or withdrawal* shall be in accordance with Clause - '*Manner of Submission of Tender*'.
- 2.11.4. No bid may be modified or withdrawn after the deadline for submission of Bids.
- 2.11.5. Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity or as extended may result in the forfeiture of the Bid security as per Conditions of Contract'.
- 2.11.6. Bidders may only offer discounts to or otherwise modify the prices of their bids by submitting bid modifications in accordance with this clause or included in the original Bid submission. Bids together with any modification specified under the clause shall be considered as 'final' bid at the time of opening of bid.

2.12. OPENING OF TENDER

- 2.12.1. On the due date and appointed time as specified in NIT, the **Owner** will first open envelopes - *Part-I* of all bids received(except those received late) including modifications made pursuant to clause *Modification and Withdrawal* of tender in presence of the Bidders or their authorized representatives who choose to attend as per procedure indicated in NIT.
- 2.12.2. Envelopes marked **"WITHDRAWAL"** shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to clause *Modification and Withdrawal* shall not be opened.
- 2.12.3. On opening of the bid, if Earnest Money Deposit, Letter of Undertaking, cost of Bid document (if downloaded from NMDC website or CPP Portal) in Part-I of the bid and duly sealed price bid in separate envelope, i.e. Part-II of the bid is not found, such bids shall be considered as unresponsive and summarily rejected. Part-II of such unresponsive bids will not be opened. NMDC's decision in this regard is final.
All other bids, which are otherwise found responsive, except for any discrepancies such as typographical errors / omissions / deletions/ page(s) not signed in Letter of Undertaking & BG submitted towards EMD in Part-I of documents, may be will be



considered for techno-commercial evaluation. However in case of any discrepancies as mentioned above in Part-I documents, the bidder shall submit the revised / corrected documents on intimation by Employer failing which their bids are liable for rejection.

However, MSE tenderers seeking exemption from submission of cost of tender document and EMD as per provisions indicated under Cl.-EMD of NIT shall submit the copy of relevant registration certificate for the 'Tendered Item' as per scope of work of the tender and copy of confirmation / verification letter, if any issued by NMDC to a party, in Part-I of tender. If it is found that the item(s) in the certificate is not in line with the tendered item(s), tender shall be rejected.

- 2.12.4.** Tenderers who are found capable after evaluation of PART I of the tender (i.e. Techno-commercial bid), shall qualify for getting their Price bid opened. The date and time of opening of PART II of the tenders (i.e. Price Bid) shall be intimated to the qualified tenderers at an appropriate stage of tender processing.

2.13. UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND SPECIFICATIONS

- 2.13.1.** The tenderer is required to carefully examine the specifications and tender documents and fully inform himself as to all the conditions and matters which may in any way affect the works and the cost thereof. If any tenderer finds discrepancies or omissions in the specifications and tender documents or is in doubt as to the true meaning of any part, he shall request in writing, so as to reach NMDC Limited (atleast 7 days before the date of submission of tender), After receipt of such interpretations and clarifications, the tenderer may submit his tender but within the time and date as specified in the Invitation to Tender. All such interpretations and clarifications shall form a part of the specifications and documents and accompany the Tenderer's proposal. No extension of time for submission of tenders will be granted on account of tenderer's request for interpretation/ clarification.
- 2.13.2.** Verbal clarifications and information given by the Owner or his employee(s) or his representative(s) shall not in any way be binding on the Owner.
- 2.13.3.** No major modifications to the specifications and the terms and conditions of the tender documents which in any way limit the responsibilities and liabilities of the successful tenderer or any right of the Owners as required in these specifications and tender documents is permitted.

2.14. DISCREPANCIES AND ADJUSTMENT OF ERRORS

- 2.14.1.** Bids determined to be responsive will be checked by the Owner for any arithmetic errors. Errors will be corrected by the Owner as follows:
- 2.14.1.1.** Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
- 2.14.1.2.** Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 2.14.2.** The amount stated in the Bid will be adjusted by the Owner in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the bidder. If the Bidder does not accept the



corrected amount the Bid will be rejected, and the EMD may be forfeited in accordance with relevant provisions of tender document.

2.15. LANGUAGE OF THE TENDER: All information in the tender shall be in English only.

2.16. TENDER DISCUSSIONS AND CLARIFICATION

2.16.1. During the processing/evaluation of the tender proposals, the Tenderers may be required to attend NMDC's office for discussion/clarifications. Tenderers, on request from NMDC shall attend Tender discussions at their own cost.

2.16.2. To assist in the examination and comparison of offers, the NMDC may at his discretion, ask any tenderer for clarification of his offer, including breakup of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the offer shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by NMDC in the evaluation of offers in accordance with relevant clause.

2.16.3. Subject to second sub-clause, no tenderer shall contact NMDC on any matter relating to his tender from the time of the tender opening to the time the contract is awarded. If the tenderer wishes to bring additional information to the notice of NMDC, he should do so in writing.

2.16.4. Based on the preliminary tender discussions and the price quoted, NMDC may invite any one or more tenderer(s) for further tender negotiations.

2.16.5. Requirement of submission of analysis by the tenderer should be compiled and submitted to NMDC within the stipulated time fixed by NMDC, failing which the bid would be treated as non responsive.

2.16.6. NMDC however, reserves the right to invite or not to invite any Tenderer (s) for further discussions/ negotiations, without assigning any reason whatsoever.

2.17. PRICE BASIS

2.17.1. The work is on **Item rate Basis**. The tenderers shall quote their price for the entire scope of works as per the enclosed price schedule/Schedule of Quantities of tender documents. Tenderers quoting a system of pricing other than that specified are liable to be rejected.

2.17.2. The tenderer shall indicate tender prices in Indian Rupees only.

2.17.3. The prices shall be quoted only on quantity basis and not on weight basis. The rates quoted by the firm for all items indicated in the price schedule shall be firm and not subject to any escalation whatsoever during the entire period of the contract.

2.17.4. The tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities(BOQ)/Schedule of quantities. In the BOQ, if the tenderer does not quote rates for 5% or more of items indicated in the BOQ, then the offer shall be rejected and if the tenderer quotes and erroneously does not indicate rates for less than 5 % of items indicated in the BOQ, then rates of H1 shall be considered for those particulars items for evaluation.

2.17.5. Standard Taxes, Duties and levies etc.:

2.17.5.1. Goods and Service Tax (GST):

2.17.5.1.1. Supply of goods or services or both covered under the tender shall attract Goods and Service Tax (GST) at applicable rate as amended from time to



- time. The Tenderer should clearly mention GST in addition to the basic cost i.e., CGST + SGST + Compensation Cess if any in case of interstate supplies or IGST + Compensation Cess, if any in case of interstate supplies and imports in their price bid along the rate applicable unless notified as exempted.
- 2.17.5.1.2.** The Tenderer shall maintain in the invoice, their GST registration no. (GSTIN), Two digit or Four digit HSN code (as applicable) along with discreption of Goods as per Goods and Services tax act, Rules and Notifications made there under for the items listed in the price schedule of the tender.
- 2.17.5.1.3.** Tenderer should submit GST invoice for the supplies made to Owner as per the provisions of Goods and Service Act for availing input tax credit by the owner. Further, tenderer shall ensure to file monthly returns along with payment of taxes to the appropriate authority as applicable within the prescribed time as per GST Rules made there under.
- 2.17.5.1.4.** Tenderes must submit a copy of GST REG-25 'Certificate of provisional registration' under GST. The Tenderer however shall submit a copy of final certificate of registration i.e. GST REG-06 after the receipt of the same.
- 2.17.5.1.5.** In case Tenderers who opted for composition levy under GST, shall submit a copy of Certificate of provisional registration i.e. GST REG-25 under GST and a copy of the intimation filed in from GST CMP – 01. The Tenderer however shall submit a copy of final certificate of registration i.e. GST REG-06 after the receipt of the same.
- 2.17.5.1.6.** Tenderer opting for composition scheme shall not quote any taxes under GST and such bids would invariably be evaluated without taxes under GST.
- 2.17.5.1.7.** The Composition tenderer shall submit "Bill of supply" with the terms mentioned in the bill of supply as "Composition Taxable person, not eligible to collect tax on supplies" for the supplies made by him.
- 2.17.5.1.8.** At the time of evaluation of offers of the registered tenderes, OWNER will consider Input Tax Credit (ITC), if eligible, in respect of eligible goods or services or both indicated in the commercial bid format and their commercial status will be arrived at accordingly.
- 2.17.5.1.9.** At the time of evaluation of offers of Unregistered tenderer, OWNER will, in addition to the price quoted in the bids, consider the taxes under GST that the owner shall pay under reverse charge mechanism in respect of goods or services or both indicated in the Commercial Bid. For unis purpose, the OWNER at their discretion may rely on the tax rates quoted by other bidder registered under GST. However, OWNER will consider the Input Tax Credit (ITC), if eligible in respect of goods or services or both while evaluating the bids.
- 2.17.5.1.10.** In case of Overseas supplier, Basic Customs Duties (BCD), Integrated Goods and Service Tax (IGST), Compensation Cess as applicable shall be considered for evaluation. All other charges borne by OWNER in case of FOB quotations shall also be considered for evaluation purpose.
- 2.17.5.1.11.** GST TDS shall be deducted at such percentage as may be prescribed on the goods or services falls under notified category. This will be deducted from such date as notified by the government and the OWNER shall issue certificate to the tenderer for claiming credit of the same.



- 2.17.5.1.12.** In case any credit, refund or other benefit is denied or delayed to Owner 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 the supplier, the supplier would reimburse the loss to owner, including loss of credit, interest and penalty.
- 2.17.5.2. Statutory variation in taxes, additional levy and withdrawal of taxes:**
- 2.17.5.2.1.** Any new taxes or additional levies by the government and statutory variations during the tenure of the contract will be to owners account and reimbursable by/ refundable to, 'the OWNER', subject to submission of relevant documentary evidence.
- 2.17.5.2.2.** Any reduction in tax rates or withdrawal of taxes that are levied by the government during the tenure of the contract shall be passed on to the owner's account.
- 2.17.5.2.3.** However, for any new taxes levied by the government and statutory variation during the extended time of the contract, if any, due to the reasons attributable to the owner, the variation of tax rates will be to the owner's account.
- 2.17.5.2.4.** However, the amount of taxes and duties are limited to the contract value and the variations in the rates are not payable, if the contract is completed in the extended time for the reasons not attributable to owner and shall not be reimbursed to contractor.
- 2.17.5.3. Other GST related compliance:**
- 2.17.5.3.1.** Tenderer shall issue tax invoice indicating all the specified fields in the tax invoice rules as notified including HSN/SAC codes, GSTIN Number.
- 2.17.5.3.2.** Tenderer is responsible for uploading his outward supplies data with GSTN in the month of supply and any demand of interest and penalty from Revenue Authorities to the OWNER for failure of the Tenderer to upload the invoice or to accept purchase data filed by OWNER in GSTR-2 shall be to the account of Tenderer.
- 2.17.5.3.3.** In the event of non-reporting of invoices for supplies effected to OWNER during the month or non-acceptance of purchase data submitted by OWNER relying on the invoice received from tenderer, OWNER is entitled to withhold GST claimed in the tax invoice.
- 2.17.5.3.4.** Whenever advance against supplies is received by the tenderer, tenderer shall issue receipt voucher and pay the applicable GST in the month of receipt.
- 2.17.5.3.5.** Tenderer shall attend to all issues on reconciliation of invoices, mismatch reports etc. to the satisfaction of OWNER.
- 2.17.5.3.6.** In case, the government notifies the activities covered in the contract for the purpose of TDS under GST act, OWNER shall deduct TDS from the tenderer bills and will issue necessary certificate to the tenderer to claim credit of the same.
- 2.17.5.3.7.** It is the responsibility of the tenderer to determine the place of supply in terms of the place of supply rules
- 2.17.6. Anti Profiteering clause:** *Upon implementation of GST, any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be passed on to the NMDC by way of commensurate reduction in prices.*



In view of the anti profiteering clause in GST, proper action need be taken accordingly by tenderer to device a plan for arriving at the amount of benefit obtained by them on account of GST and consequent reduction in the order value to the extent."

2.18. POLICY FOR TENDERS UNDER CONSIDERATION: Tenders shall be deemed to be under consideration after they are submitted until such time official intimation of award / rejection is made by the Owner to the Tenderers. While the Tenders are under consideration, tenderers and/or their representatives or other interested parties are advised to refrain from contacting by any means, the Owner and/or his employees/representatives on matters related to the Tender under consideration. The Owner, if necessary, will obtain clarifications on the tenders by requesting for such information from any or all the Tenderers, either in writing or through personal contact as may be necessary. Tenderer will not be permitted to change the substance of the tender after the tender has been submitted.

2.19. EFFECT AND VALIDITY OF TENDER

- 2.19.1.** The submission of any tender in accordance with the tender documents and specifications shall constitute an agreement that the tenderer shall have no cause of action or claim, against the Owner for rejection of his tender. The Owner shall always be at liberty to reject or accept any tender or tenders at his sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the OWNER.
- 2.19.2.** The tender shall be kept valid initially for a period of six (6) calendar months from the last date set for submission of tenders.
- 2.19.3.** In exceptional circumstances, prior to expiry of the original time limit, the Owner may request that the bidders may extend the period of validity for a specified additional period. The request will be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his offer and bid security suitably as per relevant provisions

2.20. AWARD OF CONTRACT: Notification of Award of Contract will be made in writing to the successful tenderer by the Owner within the validity period or extended period of validity through a Letter of award of contract

2.21. ISSUANCE OF BANK GUARANTEES

It is the responsibility of the Tenderers/Contractors to ensure that the Original Bank Guarantees as applicable for the purpose of tender guarantee/Security deposit are submitted directly within stipulated time by their bankers to the Tendering Authority/Owner i.e. NMDC Limited under Registered Post (A/D). The Tenderer/Contractor must submit a photocopy of the same bank guarantee along with his tender/relevant contract document for linking. In exceptional cases where the tenderers/ Contractors submit the original BGs directly to NMDC along with their tender/contract documents as applicable, tenderers/ Contractors have to ensure that a duplicate copy of the same is submitted directly within stipulated time by the issuing bank to NMDC under Registered Post (A/D). In the event of discrepancy between the original bank guarantee with respect to the copy of BG as submitted by the



tenderer/Contractor or the duplicate copy of BG as sent by the bank, and / or delays in submission of original /duplicate BGs, the tender/contract, shall be liable for rejection.

In case, EMD BG is not reached within the stipulated date and time of submission of tender or copy of bank guarantee is not in part I of the tender, then the tender shall be summarily rejected and part II of their offer shall not be opened

2.22. UNBALANCED BID

2.22.1. If the Bid of the successful Bidder is seriously unbalanced in relation to the Owner or his nominee's estimate of the cost of work to be performed under the contract, the Owner may request the tenderer to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate internal consistency of those prices with the implementation /construction methods and schedule proposed.

2.22.2. Requirement of submission of analysis by the Contractor should be complied and submitted to the Owner or his nominee within the stipulated time fixed by the Owner or his nominee failing which the bid will be treated as non-responsive.

2.23. ONE TENDER PER TENDERER: Each bidder shall submit only one offer on compliance with the requirements of the bid documents, including the basic technical design as indicated in the drawing and specifications. Alternatives will not be considered. Submission of more than one bid for one package will cause all the proposals with the bidder's participation to be disqualified.

2.24. CORRUPT AND FRAUDULENT PRACTICES

The Owner requires that Bidders / Suppliers / Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Owner

2.24.1. Defines, for the purpose of these provisions, the terms set forth as follows:

2.24.1.1. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

2.24.1.2. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

2.24.2. Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.24.3. will declare a Bidder in eligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

NMDC Policy on Banning of Business Dealing with Agencies (Covering both suspension and Banning of Business).

The ground for Banning of Business Dealings and the Banning period as per the policy areas under:

GROUND FOR BANNING BUSINESS DEALINGS



- a) For the sake of clarity, the grounds on which banning of business dealings can be considered are given below. These are only illustrative, not exhaustive. The Competent Authority may decide to ban Business Dealings with an Agency for any good and sufficient reason.
- b) Security considerations, including questions of loyalty of the Agency to the State.
- c) Conviction of the Director/owner/proprietor/partner of the Agency by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or NMDC during the last five years.
- d) Evidence/strong justification for believing that the Director/owner/proprietor/partner of the Agency has/have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation in tenders, etc.
- e) The Agency's continuous refusal to return/refund the dues to NMDC without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law.
- f) The Agency employs an employee who was dismissed/removed by NMDC for an offence involving corruption or abetment of such an offence.
- g) The banning of business dealings with the Agency by the Government or any other public sector enterprise.
- h) The Agency resorted to corrupt or fraudulent practices that may include misrepresentation of facts and/or fudging/forging/tampering of documents.
- i) The Agency used intimidation/threatening or brings undue outside pressure on NMDC/its officials in relation to a Business Dealing.
- j) The Agency resorts to repeated and/or deliberate use of delay tactics in complying with contractual stipulations.
- k) Willful act of the Agency to supply sub-standard materials irrespective of whether pre-despatch inspection was carried out by NMDC or not.
- l) The findings of CBI/Police about the Agency's involvement in fraud and/or transgressions in relation to the Business Dealings with NMDC.
- m) Established litigant nature of the Agency to derive undue benefit.
- n) Continued poor performance of the Agency in at least three preceding contracts with NMDC.
- o) The Agency misuses the premises or facilities of NMDC and/or forcefully occupies tampers or damages NMDC's properties including land, water resources, forests/trees, etc.
- p) False allegation on NMDC officials by the Agency if found proved by the Investigating Department including Independent External Monitor.

BANNING PERIOD.

The Banning Period may range from six months to three years depending on the gravity of the case as decided by the Competent Authority. While deciding the Banning Period, the Suspension Period, if any, shall also be taken into account.

2.25. CLARIFICATION OF BIDS

- 2.25.1.** To assist in the examination and comparison of tender the owner may, at his discretion, ask any tenderer for clarification of his tender including breakdown of



unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to conform the correction of arithmetic errors discovered by the owner in the evaluation of the Bids.

- 2.25.2.** No tenderer shall contact the OWNER on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the tenderer wishes to bring additional information to the notice of the OWNER he should do so in writing.
- 2.25.3.** Any effort by the tenderer to influence the owners' bid evaluation, bid comparison or contract award decisions, may result in the rejection.

2.26. Examination of Bids and Determination of Responsiveness

2.26.1. Prior to detailed evaluation of Bids, the Owner will determine whether each Bid

- 2.26.1.1.** Meets the Pre Qualification criteria as per relevant clause of NIT
- 2.26.1.2.** Has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall inter alia include a provision to bind the Bidder to settlement of disputes clause;
- 2.26.1.3.** Is accompanied by the required EMD and;
- 2.26.1.4.** is responsive to the requirements of the Bidding documents.

2.26.2. A responsive Bid is one, which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation.

A material deviation or reservation is one

- 2.26.2.1.** Which affects in any substantial way the scope, quality or performance of the Works
- 2.26.2.2.** Which limits in any substantial way, the Owners rights or the tenderer's obligations under the Contract; or
- 2.26.2.3.** Whose rectification would affect unfairly the competitive position of other tenderers presenting responsive Bids.
- 2.26.3.** If a Bid is not substantially responsive, it will be rejected by the Owner, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

2.27. AMENDMENT OF BIDDING DOCUMENTS

- 2.27.1.** Before the deadline for submission of tender, the Owner may modify the bidding documents by using addenda.
- 2.27.2.** Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing to all the purchasers of the bidding documents and tenderers who have downloaded the tender document from the website Prospective tenderers shall acknowledge receipt of each addendum to the Owner
- 2.27.3.** To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Owner shall extend as necessary the deadline for submission of tenders, as felt necessary.

2.28. COMMUNICATIONS: Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act 1872).



PROFORMA OF LETTER OF UNDERTAKING (LOU)

(To be submitted by the Bidder / Contractor along with the Bid)

(To be executed on non-judicial stamp paper of value not less than Rs 100)

Bidder's Ref. No. -----

Dated:

M/S NMDC Iron & Steel Plant
NMDC Limited, Nagarnar,
Jagdalpur, Distt: Bastar-494341
Dear Sirs,

1. I/We* have read and examined the following Tender / Bidding Documents relating to the work of "Development of Cost Management System & Preparation of Costing Manual for NMDC Iron & steel plant, Nagarnar, Jagdalpur, Distt: Bastar-494001", as detailed in enclosed Tender documents (*Tender enquiry no NISP/CONTRACTS/M&C/67/CMS & CM/2017/77 Dated: 11.10.2017*)
 - a) Notice Inviting Bid / Tender (NIT)
 - b) Instruction to Bidder / Tenderer (ITT)
 - c) ~~Form of Contract Agreement with Appendices~~
 - d) Conditions of contract including General Conditions of Contract (GCC), Special Conditions of Contract (SCC), any other conditions as per tender documents (to be indicated in the format in tender document)
 - e) Safety Code for Contractors
 - f) Any other documents (*specify*) including addenda, if any.
2. Having examined the bidding documents, including addenda, the receipt of which is hereby acknowledged, I/We*, the undersigned, offer the above-named Facilities / work in full conformity with the said bidding documents for the sum as mentioned in Price Bid or such other sums as may be determined in accordance with the terms and conditions of the Contract. I/We* hereby submit our Bid as per terms of NIT and other documents.
3. I/We* further undertake, if invited to do so by you, and at my/our own cost, to attend a clarification meeting at a place of your choice, for the purpose of reviewing my/our Bid and duly noting all amendments and additions thereto, and noting omissions there from that you may require.
4. I/We* undertake, if our bid is accepted, to commence execution of the work / work of the facilities and to achieve completion within the respective times stated in the bidding documents / quoted by us in my / our bid.
5. If my/our bid is accepted, we undertake to provide a Performance Bank Guarantee in the form, in the amount, and within the time specified in the bidding documents.
6. We undertake to keep my/our Bid valid initially upto(date/month/year) i.e., for a period of six (06) months from the due date of opening of Bid. We hereby



further undertake that I/We* shall not vary/alter or revoke my/our Bid during the said period or extended period, if any

7. I/We* also submit herewith the prescribed EMD. NMDC shall have the right to forfeit the EMD, in addition to any other provision of ITT, if I/We do not comply with the undertaking given at 4, 5 & 6 above.**

OR

I/ We* claim exemption from submission of 'Cost of tender document' and / or 'EMD' as per relevant provisions indicated in NIT for being a PSU / MSE holding valid registration with _____ (*name of agency with whom registered*) under MSMED Act'2006 for the 'Tendered Item/Services' and enclose herewith the following documents**:

copy of relevant registration certificate under which exemption is sought (in case of PSUs) **/ Notarized copy of valid registration certificate under MSMED Act'2006 for the 'Tendered Item / Services' as per scope of work of the tender in case of MSEs**

Copy of confirmation / verification letter issued in this regard by NMDC to us in line with relevant clause NIT**. (*please enclose copy of such a letter , if issued by NMDC*)

8. Should this Bid be accepted, we also agree to abide by and fulfil all the terms, conditions and provisions of the above mentioned Bid documents.
9. *I/We have*
- a) *Purchased the bid document from NMDC***
- b) *Downloaded the bid document and subsequent clarifications / amendments / corrigendum's, if any from NMDC's website***
- c) *Downloaded the bid document and subsequent clarifications / amendments / corrigendum's, if any from Central public procurement portal***
10. I/We* further undertake that I/We* have not altered / modified the contents of the Bid documents down loaded from website.
11. I/We* hereby confirm that before submission of this bid, I/We* have visited the site and fully acquainted with local conditions and factors for execution of the works covered under these Bid documents and technical specifications and that we shall have no claims against NMDC on these counts at any time".
12. Until a formal Contract is prepared and executed between us, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
13. I/We* understand that you are not bound to accept the lowest or any bid you may receive and in-turn we will not have any rights to raise any claim, whatsoever it may be, due to or arising out of rejection of our bids.
14. ~~I/We* shall abide by the provisions of the Integrity Pact in completeness.~~
15. I/We* confirm that we have submitted our bid as a sole bidder and we comply with requirements of the bidding document and in particular the clause on joint bidding as applicable to us.

Signature along with Seal of Co.



**Development of Cost Management System & Prepration of Costing Manual
for NMDC Iron & steel plant, Nagarnar, Jagdalpur, Distt: Bastar-494001**

(Of the person duly authorised to sign the Bid)

Name -

Designation -

Name of Company -

(In block letters)

Date & Postal Address -

WITNESS

Signature -

Telegraphic Address-

Date -

Name & Address -

Telephone No. -

Strikeout whichever is not applicable.

***- Strike out whichever is not applicable**

**** - Point no. 7 above-Strike out the option whichever is not applicable.**

**** - Point no. 9 above-Strike out the option whichever is not applicable.**



PROFORMA FOR BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

(On Non-judicial stamp paper of value not less than Rs. 100/-)

_____ Bank Limited

B.G. No. _____

A/c of (Name of address) - _____

Limit of liability - Rs. _____

Date of expiry - _____

Ref: Bid Notice No NISP/CONTRACTS/M&C/67/CMS & CM/2017/77 Dated 11.10.2017

For Development of Cost Management System & Preparation of Costing Manual for NMDC
Iron & steel plant, Nagarnar, Jagdalpur, Distt: Bastar-494001

Subject: **Earnest Money Deposit**

NMDC Iron & Steel Plant

NMDC Limited, Nagarnar,

Jagdalpur, Distt: Bastar-494341

Dear Sirs,

In consideration of the NMDC Limited, (*hereinafter called "the Company"*) which expression shall unless repugnant to the subject or context include his successors and assigns having agreed to exempt M/s _____ from demand under the terms & conditions of Bid No. _____ issued by the Company for the works (*hereinafter called "the said Document"*) from deposit of Earnest Money for the due fulfillment by the M/s(name of the Bidder) of the terms and conditions contained in the said Document on production of Bank Guarantee for _____ (Rupees _____ only).

1. I/We the _____ Bank Limited (hereinafter referred to as "the said Bank"), a company under the companies Act. 1956 and having our registered office at _____ do hereby undertake and agree to indemnify and keep indemnified the Company to the extent of Rs. _____ (Rupees _____ only) against any losses, damage cost, charges and expenses caused to or suffered by or that may be caused or suffered by the Company by reason of any breach or breaches by M/s(name of the Bidder) of any of the terms and conditions contained in the said Document and unconditionally pay the amount claimed by the Company on demand and without demur to the extent aforesaid.
2. We _____ Bank Limited do hereby undertake to pay the amount due and payable under the guarantee without any demur, reservation, protest and not withstanding any dispute between the Company and the Bidder merely on a demand by you stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by you by reason of any breach by M/s(name of the Bidder) of any of the terms or conditions contained in the said Document by reason of the M/s(name of the Bidder)'s failure to perform conditions of the said Document. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.



However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. /.

3. We _____ Bank Limited further agree that the Company shall be the sole judge of and as to whether the M/s.....(*name of the Bidder*) has committed any breach or breaches of any of the terms and conditions of the said Document and the extent of loss, damages, costs charges and expenses caused to or suffered by or that may be caused to or suffered by the Company on account thereof to the extent of the Earnest Money required to be deposited by M/s(*name of the Bidder*) in respect of the said Document and the decision of the Company that M/s.....(*name of the Bidder*) has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Company shall be final and binding on us.
4. We _____ Bank Limited further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Document and that it shall continue to be enforceable till all your dues under or by virtue of the said Document have been fully paid and its claims satisfied or discharged or till you certify that terms and conditions of the said document have been fully and properly carried out by the said M/s..... and accordingly discharge the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee.
5. We _____ Bank Limited further agree with you that you shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Document or to extend time asked by M/s..... from time to time or to postpone for any time or from time to time any of the powers exercisable by you against M/s and to forbear or enforce any of the terms and conditions relating to the said document and we shall not be relieved from our liability by reason of any such variation or extension being granted to M/s..... or for any forbearance act or omission on your part or any indulgence by you to M/s..... or by any such matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us.
6. It shall not be necessary for the Company to proceed against M/s..... before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the Company may have obtained from M/s..... at this time when proceedings are taken against Bank hereunder be outstanding or unrealised.
7. We _____ Bank Limited further undertake to unconditionally pay the amount claimed by the Company merely on demand and without demur to the extent aforesaid.
8. We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing and agree that any change in the constitution of the Company or of M/s..... or the said Bank shall not discharge our liability hereunder.



**Development of Cost Management System & Preperation of Costing Manual
for NMDC Iron & steel plant, Nagarnar, Jagdalpur, Distt: Bastar-494001**

9. Notwithstanding anything contained herein our liability under this bank guarantee shall not exceed Rs (*Rupees*)
- (i) This bank Guarantee shall remain valid upto
- (ii) Our liability to make payments shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand in terms of guarantee on or before

Witness

Dated.....day of20

For _____ Bank Limited

Signature _____

Seal

While issuing the Bank Guarantee for Earnest Money, the issuing Bank must furnish following details:

- Name & address of the Bank
- Contact person
- Telephone no.
- Fax no.
- E-mail address:

The Bidder while getting the Bank Guarantees issued by the Banker must take care of the above details.



INFORMATION ABOUT THE TENDERER

Sl. No.	Information requested	Tenderer's reply [to be filled-in / replied appropriately by the tenderer along with supporting documents as applicable.]
1	Information regarding constitution / legal status of the tenderer:	
a	Name of the firm :	
b	Type of the firm (Limited/Partnership/Proprietorship etc.)	
c	Place of Incorporation / Registration :	
d	Year of Incorporation/ Registration :	
e	Whether supporting document(s) regarding (1) above are enclosed (Copies of Certificate of Incorporation / Articles of Association /Partnership Deed etc., as applicable to be enclosed.)	Yes / No <u>Following document(s) are enclosed:</u>
2	Power of Attorney of signatory of tender	Enclosed /Not enclosed
3	Information regarding tenderer's registration under MICRO/SMALL/ MEDIUM ENTERPRISES ACT 2006 (MSMED Act'2006) [Please refer relevant Clause of NIT of tender document for applicable provisions]	
a	Whether the tenderer holds a valid registration under MSMED Act'2006 whose scope of registration covers the 'Tendered Item' with reference to the scope of work defined in these tender documents	Yes / No
b	If answer to (a) above is YES, then whether a notarized copy of such registration certificate with MSMED is enclosed with Part-I of tender.	Yes /No
c	If answer to (a) and (b) above is YES, then whether exemption is being claimed from submission of EMD and Cost of tender	Yes / No



**Development of Cost Management System & Preparation of Costing Manual
for NMDC Iron & steel plant, Nagarnar, Jagdalpur, Distt: Bastar-494001**

	document (exemption from submission of EMD is not applicable to Central Government Departments / PSUs).	
6	Details of signatory to tender for correspondence / communication :	
	Name & Designation :	
	Telephone No :	
	Fax No :	
	E-mail ID :	
7	Account details of the tenderer for facilitating e-payment: (Details of Bank Account of tenderer indicating Name of the bank and branch, Branch Code, Account Number of the firm, RTGS/IRSC Code of the Bank etc. to be furnished for facilitating e-Payments)	
8	Permanent Account Number :	
	Whether Photocopy of Permanent Account Number (PAN) issued by Income tax department is enclosed	Yes /No
9.a.	Goods & Service tax Registration No.:	
	Whether Copy of Goods & Service tax Registration Certificate is enclosed	Yes /No
9.b.	State of Goods & Service tax registration is taken	
9.c.	Type of Registration (Registered/Unregistered/Composition)	

10. Bidder hereby declares that,

(a). "I/We am / are not associated, nor has been associated in the past, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for NMDC for this Contract."

(b). "The Proprietor / any Partner of my / our firm / Director of my/ our Company (as the case may be), does not have any relation with any of Owner's employees / Director(s)" *

OR*

"The Proprietor / Partner of my / our firm / Director of my/ our Company (as the case may be), has relation with Owner's employees / Director(s), the details of which are enclosed" *

(*Strike off whichever is not applicable)

(a) "I/ We hereby certify that my/our firm has not been debarred/ banned by any Office/Department/Undertaking of the State / Central Govt. of India, at any time for supplying stores or services of any description."

Signature of the tenderer with date and seal

Note: Tenderers to enclose separate sheets for providing the required details, as necessary.
All pages should be signed and stamped by the tenderers.



**FORMAT OF DETAILS OF WORK DONE AS PRE-QUALIFICATION
REQUIREMENTS**

ANNEXURE – 4

**Details of work done by the Bidder as per Technical requirement given at Pre-
Qulaifying Criteria Clause of NIT**

(Use separate sheet for each work)

1.	Name of the Tenderer	
2.	Country (<i>Place of Work done</i>)	
3.	Name of the client	
4.	Client's full postal address including telephone nos./ fax nos., e-mail etc. of client	
5.	Name of work and special features relevant to this contract	
6.	Contract role (<i>Strike-off whichever is not applicable</i>)	Sole Contractor
		Sub Contractor
7.	Value of the total contract (Rs.)	
8.	Actual Executed Value of work (Rs.)	
9.	Date of Award	
10.	Date of Commencement	
11.	Scheduled Date of Completion	
12.	Date of Initial Operation and Commissioning / Actual Date of Completion (<i>Please specify</i>)	
13.	Contract duration	
14.	Reasons for delay, if any	
15.	Whether copy of work order / relevant pages of contract agreement furnished? (Yes/No)	
16.	Whether satisfactory completion certificate furnished from client ? (Yes/No)	
17.	Whether successful commissioning certificate furnished from client ? (Yes/No)	

The above information shall be supported by relevant documents such as notarized copy of work orders / relevant pages of agreements, completion certificates, commissioning certificates / taking over certificates issued by the client for each work. In the absence of documentary proof, the details will be ignored. Owner reserves the right to seek from the tenderer for submission of further details / information as necessary during evaluation of tenders.

Signature of the tenderer with date and seal



**FORMAT OF STATEMENT OF EXCEPTIONS AND STATEMENT OF
EXCEPTIONS AND DEVIATIONS TAKEN FROM THE TENDER CONDITIONS
BY THE TENDERER/ DEVIATIONS TO THE BID CLAUSES**

(To be included in the part of the tender containing Techno-commercial offer)

NAME OF WORK: Development of Cost Management System & Prepration of Costing Manual for NMDC Iron & steel plant, Nagarnar, Jagdalpur, Distt: Bastar-494001

NAME OF TENDERER : _____

NOTES:

1. As pointed out in section ITT 'Instruction to Tenderers', Tenderer shall stipulate here exceptions and deviations to tender conditions, **if considered unavoidable.**
2. Tenderers should quote their offer in total conformity to the tender terms. *No deviations are permitted in the commercial conditions of the tender document in general and offers may be liable for rejection in case of deviations to the commercial conditions of tender document.* In case any deviations are unavoidable in the technical conditions the same shall be furnished in the prescribed pro-forma as per this prescribed annexure to the ITT, indicating therein the exception and deviations taken from the tender conditions by the Tenderer.
3. The Tenderer here by certifies that the deviations mentioned below are the only deviations to the tender conditions.
4. Deviations elsewhere furnished (i.e. at a place other than this Annexure) shall be ignored.
5. If there are no deviations proposed, then this Annexure has to be submitted by clearly indicating 'NIL' deviation.

Sl.no	Section Reference of the Tender document	Clause No. of the Section Reference of Tender document	Clause as given in the Tender document	Deviation as proposed by the Tenderer/ Intended effect	Reasons for deviation
1	2	3	4	5	6

Signature of the Tenderer with date and stamp



FORMAT OF BANK GUARANTEE TOWARDS CONTRACT PERFORMANCE

(Subject to Modifications by the Owner /Employer)

(on non – judicial stamp paper of value not less than Rs 100/-)

The non-judicial stamp paper should be in the name of issuing bank

Ref.Bank Guarantee No. _____

Date: _____

NMDC Iron & Steel Plant

NMDC Limited, Nagarnar,

Jagdalpur, Distt: Bastar-494341

Dear Sirs,

In consideration of the NMDC Limited, (herein after referred to as the 'Owner/Employer' 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 / Employer's Letter of Award of Contract no. dated.....for the work of Development of Cost Management System & Preperation of Costing Manual for NMDC Iron & steel plant, Nagarnar, Jagdalpur, Distt: Bastar-494001 valued at Rs. _____ *(Rupees _____ only)* and the same having been unequivocally accepted by the Contractor resulting in a "Contract" and Contractor having agreed to provide a contract performance guarantee for the faithful performance of the entire contract equivalent to 10 % *(ten percent)* of the said value of the contract to the owner i.e Rs *(Rupees only)*.

We having *(Name and Address)* 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/ Employer, on demand any and all monies payable by the Contractor to the extent of _____ as aforesaid at any time up to _____ *(days / month / year)* without any demur, reservation, 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 / Employer and Contractor or any dispute pending before any court, tribunal or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner / Employer and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner / Employer discharges this guarantee.

The Owner / Employer 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 / Employer shall have the fullest liberty, without affecting this guarantee, to 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 any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the contract between the Owner or any other course of or remedy or security available to the Owner / Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Owner / Employer 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 / Employer or any other indulgence shown by the Owner / Employer 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 / Employer 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.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to _____ and it shall remain in force upto and including _____ * * and shall be extended from time to time for such period as may be desired by M/s. _____ whose behalf this guarantee has been given.

Dated this _____ day of _____ 200 _____ at _____.

WITNESS

Signature

(Name)

Official address

Signature -----

(Bank's Rubber Stamp)

(Name) -----

Designation with Bank stamp

Attorney as per Power of Attorney

No. -----

Dated -----

NOTE :

* This sum shall be ten percent (10%) of the contract fee

** The date will be as specified in the contract.



FORM OF EXTENSION OF BANK GUARANTEE

(On non-judicial stamp paper of value not less than Rs 100/-)

Ref. No. _____

Date: _____

To

NMDC Iron & Steel Plant

NMDC Limited, Nagarnar,

Jagdalpur, Distt: Bastar-494341

Sub: Extension of Bank Guarantee No. _____ dated _____ for
Rs. _____ favouring yourselves, expiring on _____ on
account of M/s _____ in respect of Contract #. _____ on
dated _____ (called original Bank Guarantee).

Dear Sirs,

At the request of M/s. _____, we _____ Bank
Branch Office at _____ and having its head office at _____
do hereby extend our liability under the above mentioned Guarantee
No. _____ dated _____ for a further period
of _____ years/ Months from _____ to expire on

Except as provided above, all other terms and conditions of the original Bank
Guarantee No. _____ dated _____ shall remain unaltered and
binding.

Please treat this as an integral part of the original guarantee to which it would be attached.

Yours faithfully,

For _____
Manager/Agent/Accountant
Power of Attorney No. _____
Dated : _____

SEAL OF BANK

NOTE: The non-judicial stamp papers of appropriate value be purchased in the name of the
bank who has issued Bank Guarantee.



FORM OF CONTRACT AGREEMENT

(Ref. Clause –‘Manner of Execution of Contract’)

(To be executed on non- judicial paper of value not less than Rs 100/-)

(Subject to modifications as required by the OWNER)

Contract Agreement No. _____ dated.....

THIS AGREEMENT made and entered into this.....day ofTwo Thousand and between **NMDC Limited** having its registered office at Khanij Bhavan, 10-3-311/A, Masab Tank, Hyderabad- 500 028 (*hereinafter referred to as the “OWNER”*) which expression shall, unless excluded by or repugnant to the context or the meaning thereof, be deemed to include its successors and permitted assigns of the ONE PART

AND

M/s _____, having its registered office/principal place of business at _____ in the state of _____(*hereinafter referred to as the “CONTRACTOR”*) which expression shall, unless excluded by or repugnant to the context or the meaning thereof, be deemed to include its successors and permitted assigns of the OTHER PART.

WHEREAS, the OWNER invited tender for the work of “**Development of Cost Management System & Preperation of Costing Manual for NMDC Iron & steel plant, Nagarnar, Jagdalpur, Distt: Bastar-494001**” vide Tender Enquiry No NISP/CONTRACTS/M&C/67/CMS & CM/2017/77 dated **11.10.2017**

AND

WHEREAS, the CONTRACTOR submitted tender to the OWNER for execution of the work of “**Development of Cost Management System & Preperation of Costing Manual for NMDC Iron & steel plant, Nagarnar, Jagdalpur, Distt: Bastar-494001**” in accordance with the tender documents

AND

WHEREAS, the OWNER has accepted the tender submitted by the CONTRACTOR for the work of “**Development of Cost Management System & Preperation of Costing Manual for NMDC Iron & steel plant, Nagarnar, Jagdalpur, Distt: Bastar-494001**”.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents issued for the work shall be deemed to form and be read and construed as part of this agreement viz.
 - a) Notice Inviting Tender
 - b) Instructions to Tenderers
 - c) General Conditions of Contract



**Development of Cost Management System & Prepration of Costing Manual
for NMDC Iron & steel plant, Nagarnar, Jagdalpur, Distt: Bastar-494001**

- d) Special Conditions of Contract, Technical Specifications, Scope of Work & BOQ
- e) Price Schedule,
- f) All correspondence after issue of tender enquiry till issue of Letter of Award of Contract and acceptance of Letter of Award of Contract.
3. In consideration of the payments to be made by the OWNER to the CONTRACTOR as herein after mentioned, the CONTRACTOR hereby covenants with the OWNER to guarantee ***“Development of Cost Management System & Prepration of Costing Manual for NMDC Iron & steel plant, Nagarnar, Jagdalpur, Distt: Bastar-494001”*** in conformity in all respects with the provisions of the contract.
4. The OWNER hereby covenants to pay the contractor in consideration of ***“Development of Cost Management System & Prepration of Costing Manual for NMDC Iron & steel plant, Nagarnar, Jagdalpur, Distt: Bastar-494001”***, the contract price at the times and in the manner prescribed by the contract.

Signed, sealed and delivered byin the presence of

Dated Signature of Contractor
in the capacity of _____
on behalf of _____

Witness:

1) Signature:

Name:

Address:

2) Signature:

Name:

Address:

For and on behalf of **NMDC Limited**

Dated Signature of OWNER,

Designation :

Address: Office of NISP, Nagarnar, NMDC
Limited

Witness:

1) Signature:

Name:

Address:

2) Signature:

Name:

Address:



ANNEXURE – 9

FORMAT OF UNDERTAKING TOWARDS PF CODE

Undertaking towards PF code

(Applicable to tenderer who do not possess the PF code)

(on a non judicial stamp paper of value not less than Rs. 100/-)

I / We hereby confirm that I/We am/are not registered with any of the Regional Provident Fund Authorities and / or I/We do not possess a valid Provident Code Number at present.

I/We hereby undertake to register with Regional Provident Fund Authorities and / or obtain a valid Provident Fund Code number within one month from the date of issue of Letter of Intent /Letter of Award of Contract whichever is earlier.

I/We also agree that any payment due to us arising out of the execution of the contract shall be released by the owner only after submission of copy of the valid PF code number allotted to us.

Signature of Tenderer with Seal.

ANNEXURE - 10

DETAILS OF TURNOVER

Sl.No	Period	Turn over (in Rs.)	Remarks
1	2016-2017		
2	2015 - 2016		
3	2014 - 2015		
4	Average Annual Financial Turnover for the preceding three (3) completed financial years as on date of opening of Tenders		

Signature of the tenderer with date and seal.



(Format for online payment details)

To,
General Manager (Finance)
NMDC Ltd, NISP
Nagarnar

Sub : Payment through e-payment mode

Dear Sir,

With regard to above subject, we request you to make the payment under **e-payment mode** as per details furnished below:

1. Beneficiary Name :
2. Account Type :
3. Account No. :
4. Name of Bank :
5. Name of Branch :
6. Address of the Bank :
7. MICR Code :
8. Bank's IFSC code :
9. Beneficiary Contact No. :
10. Email ID of Beneficiary (if any) :

I further authorize NMDC Limited to seek references from bankers of the above bank.

Yours faithfully,

(Name, Designation,
Signature & Seal of the Authorized Officer)

Certified that the above particulars are found correct and matching with our records in respect of the above Beneficiary.

For (Name of the Bank)

(Signature of the Bank Manager With Seal)

Note:

1. Beneficiary should either submit a cancelled cheque AND/OR get certification from the concerned bank in above format.
2. Beneficiary should either submit above details in his letter head or get this format stamped.
3. A copy of PAN Card on the beneficiary may be enclosed, if not submitted earlier.



Development of Cost Management System & Preparation of Costing Manual for NMDC Iron & steel plant, Nagarnar, Jagdalpur, Distt: Bastar-494001

Annexure – 12

Sub: Transition to Goods and Services Tax ('GST') regime

You would be aware that India is moving towards a GST regime which would substantially transform the current Indirect Tax landscape.

You are our valuable business partner and in light of above, we have summarized the key aspects relevant for GST preparedness as under:

1. Compliances

As a step towards GST implementation, the Government has released an enrolment plan and launched the portal for migration of existing VAT, Excise and Service Tax registrations to GST Network (GSTN). Existing registered persons are required to apply for enrolment and obtain the user name and password for login to GSTN. This aspect is critical for continuity of business in GST. Also, compliances are expected to be automated through GSTN. Therefore, there is need to undertake regular and timely compliances to be GST compliant.

2. Gearing up IT Systems

GST places a lot of reliance on compliances wherein item-wise details of all supplies would need to be uploaded on the GSTN portal. There are requirements to capture and report additional nomenclature / tax fields on invoices / in accounting and reports.

In order to ensure seamless flow of credits, invoice-wise and item-wise details need to be uploaded on the GSTN portal mentioning the registration details of each buyer. Thus, there would be shift towards organized trade with increased reporting requirements. Therefore, IT system needs to be geared up so that such details are available for uploading on GSTN.

In this regard, we request you to keep us informed of your updated details in GST regime so we can incorporate the same in our systems (such as details of locations/ premises, your GSTINs etc). This would help us in updating our customer master so that there is no business disruption on the GST cut-off date. Further, we assure to be GST compliant so that there is no delay/loss in input tax credit for you under GST regime.

The above would be helpful in complying with GST requirements and would be beneficial throughout the supply chain.

3. Details required

For reporting timely and correct compliances, our IT systems also need to be geared up so that we are also ready for transition to GST on the cut-off date. For the same, we would require you to provide the State-wise GSTIN details obtained along with copy of registration certificate or self-certified details of GSTIN so that the same can be updated in our IT system.

Please feel free to reach out to us in case you require any clarifications or wish to discuss the same further.

Customer information request under GST

Sr. No	Particulars	Details
1	Name of the Customer	
2	Registered Address with Contact Numbers along with GST number	
3	Delivery Address	GST Number
4	If the customer is currently unregistered due to turnover below threshold, undertaking/letter stating reason for non-obtaining registration	
5	In case if the customer is located in SEZ, declaration/undertaking/certificate shall be provided	

Contact Information

1	Name	
2	Designation	
3	Email Id	
4	Mobile	

Place _____

Name of the Signatory _____

Date _____

Designation _____

Signature _____



3. **GENERAL CONDITIONS OF CONTRACT (GCC):**

3.1. **INTERPRETATION AND DEFINITIONS**

- 3.1.1. **Singular and plural:** Where the context so requires, words imparting the singular only also include the plural and vice versa.
- 3.1.2. **Headings and Marginal Notes to Conditions:** Headings and marginal notes to these General Conditions shall not be deemed to form part of the contract or be taken into consideration in the interpretation or construction thereof.

Definitions

- 3.1.3. **“Corporation/Owner/Employer/Procuring Entity”** means NMDC Limited and shall include its legal representatives, successors and permitted assigns.
- 3.1.4. The **“CONTRACT”** shall mean the document comprising Notice Inviting Tender (or Invitation to Tender), General and Special Conditions of Contract, Specifications, Drawings (if any), Bill of Quantities with accepted rates and amounts therein, other appendices, letters, correspondences enclosed therewith, time schedule, Letter of award of Contract (LAC) which have been accepted by the Contractor and a formal agreement if any, executed between the Owner and the Contractor. All these documents shall be complementary to one another and shall be deemed to form one Contract.
- 3.1.5. **“Contractor”** means the person(s) / legal entity for example such as a firm or company or corporation / society whose bid to perform the Contract has been accepted by the Owner/Employer and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor.
- 3.1.6. **“Contractor’s Representative”** means an official appointed by the Contractor in writing from time to time who will be authorized and entitled to act on their behalf in respect of all the matters mentioned in the Contract
- 3.1.7. **“Defect Liability Period”/“Guarantee Period” /“Maintenance Period”** means the period during which the Contractor shall remain liable for repair or replacement of any defective part of the works supplied and performed under the contract.
- 3.1.8. **“Sub-Contractor”** means the person / legal entity for example such as a firm or company or corporation / society named as such in the Contract for any part of the supplies or any person to whom any part of the supplies/works has been assigned by the Contractor with the consent in writing of the Owner and will include the legal representatives, successors and permitted assigns of such person, firm or company or corporation
- 3.1.9. **“Officer / Officer-in-charge”** means the Officer appointed as such by Owner/Employer and notified to the Contractor and is responsible for getting the Works executed in terms of the Contract / Agreement. He is the interface between the Owner and the Contractor.
- 3.1.10. **“Contract Sum/Value/Price”** means the sum named in the Owner’s Letter of Intent/Work Order/Letter of Award of Contract, subject to such additions thereto and deductions there from, as may be made under the provisions of the Contract.
- 3.1.11. **“EXCEPTED RISKS”** are the risks due to riots (other than those among CONTRACTOR's employees) and civil commotion (in so far as these are not



uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, by military or usurped power, any acts of Government that result in restraining the execution of the Work, damage from aircraft, acts of God (such as Earthquake, lightening and unprecedented floods etc.) and such other causes over which the CONTRACTOR has no control and accepted as such by the OWNER/Consultant, or causes solely due to the use or occupation by the OWNER of the part of works in respect of which a certificate of completion has been issued.

- 3.1.12. **SITE:** The site means the land(s) and/or other place(s) on, under, in or through which the work is to be executed under the Contract including any other land(s) or place(s) which may be allotted by the OWNER or used for the purpose of the contract.
- 3.1.13. **“Urgent Works”** shall mean any urgent measures which, in the opinion of the Officer, are necessary, during the progress of the work to obviate any risk of accident or failure or for security.
- 3.1.14. **“Works”** means and includes all activities to be executed in accordance with the contract or part thereof as the case may be and shall include all extra activities, additions, alterations or substituted activities as directed by the Owner/Officer-in-Charge for due completion of the contract.
- 3.1.15. **“Days”** are calendar days; **“Months”** are calendar months as per Gregorian calendar.
- 3.1.16. A **“Week”** shall mean seven days irrespective of the number of hours worked in that week.
- 3.1.17. **“Approval”** shall mean the written approval by the OWNER of a document or drawing or other particulars or matters related to the contract.
- 3.1.18. **“Drawings”** shall mean any or all drawings including construction drawings and sketches or any modifications of such drawings and sketches as may be issued from time to time by the Owner to the “Contractor” for the execution of the work.
- 3.1.19. **“MOBILISATION”** means establishment of sufficiently adequate infrastructure by the CONTRACTOR at ‘site’ comprising of construction equipment, aids, tools and tackles including setting up of site offices with facilities such as power, water, communication, etc. establishing man-power organization comprising Project Manager/Resident Engineer, Engineers, supervisory personnel and an adequate strength of unskilled, semi-skilled and skilled workmen in order to commence the work at site(s) in accordance with the ‘CONTRACT’.
- 3.1.20. **“Tender Drawings”** shall mean such drawings, plans, sketches and details which are issued by the OWNER along with the tender documents for the purpose of preparing tender proposals and shall be taken only as indicative only.
- 3.1.21. **“Specification”** means the Technical and General Specifications forming a part of the Contract and such other schedules and drawings as may be mutually agreed upon.
- 3.1.22. **“Inspector”** means the Owner/Employer or any person /agency nominated by Owner/Employer from time to time, to inspect the equipment, stores or the works under the contract.



- 3.1.23. “**Letter of Award of Contract (LAC) / Work Order**” means the official notice issued by Owner/Employer notifying the Contractor that his bid has been accepted and Owner/Employer awards the work to the Contractor.
- 3.1.24. “**Letter of Intent (LOI)**” means the official notice issued by Owner/Employer notifying the Contractor that his bid has been accepted and Owner/Employer intends to award the work to the Contractor.
- 3.1.25. “**Effective Date of Contract**” The effective date of contract is considered as the date of issue of letter of award of contract (LAC) or as specified in Letter of Intent (LOI) (*where LOI is issued*) or as specified in the Letter of Award of Contract (LAC).
- 3.1.26. ‘**Month**’ shall mean the calendar month ‘Day or ‘Days’ unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.
- 3.1.27. “**Procurement**” - Procurement means procurement of works, services or any combination thereof.
- 3.1.28. “**Sanction**” means to assent, concur, confirm, approve, or ratify, unless otherwise specified.
- 3.1.29. “**Services**” means performance of duties/activities to be carried out under the Contract such as Design, Transportation, Insurance, Customs clearance, Receipt, Storage, Experts deputation, Construction, Erection, Testing, Supervision, Commissioning, complex of services for supervision, commissioning and mastering in technology, technological documentation elaboration and working drawings development.
- 3.1.30. “**Variation**” means an instruction given by the Owner or his nominee, which varies the scope of the works.
- 3.1.31. Words importing ‘**Person**’ shall include firms, companies’ corporations and associations or bodies of individuals, whether incorporated or not.
- 3.1.32. “**Writing**” shall include any manuscript, typewritten or printed statement, under or over signature and/or signature/seal as the case may be. “**Writing**” shall be signed by the person(s) duly authorized by the Owner and/or the Contractor as applicable.
- 3.1.33. When the words “approved”, “subject to approval”, “satisfactory”, “equal to”, “proper”, “requested”, “as directed”, “where directed”, “when directed”, “determined by”, “accepted”, “permitted”, or words and phrases of like import are used, the approval, satisfaction, judgment, direction, acceptance, permission etc., is understood to be a function of the Owner/officer-in-charge.”
- 3.1.34. “**Terms and expressions not defined herein**” shall have same meaning as are assigned to them in the Indian sale of Goods Act (1930), failing that in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897).
- 3.1.35. ‘**Base date**’ – For all contractual matters date of submission of Bid shall be considered as the base date.
- 3.1.36. “**Defect**” means any part of the Works not completed in accordance with the contract.
- 3.1.37. Period of ‘**Trial Operation**’, ‘**Reliability Test**’, ‘**Completion Test**’, means the extended period of time after the start up period. During this trial operation period the units shall be operated over the full range. The period of Trial Operation shall be as determined by the Engineer, unless otherwise specified in the Contract.



3.1.38. ~~“Contract Agreement” means the documents forming the tender and acceptance thereof and formal agreement executed between Owner/Employer and the contractor for execution and completion of the “Works”.~~

3.2. **EXTENT AND SCOPE OF CONTRACT:** The contract comprises the execution, completion and maintenance of works defined under the ‘Scope of Work’ and the provision of all facilities, except as otherwise provided in the contract, including all labour, materials, tools, plant, equipment and transport which may be required in the preparation of and for the full and entire execution and completion of the works. The description given in the Bill of Quantities shall, unless otherwise stated, be held to include waste on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.

3.3. ~~**CONTRACT AGREEMENT:** The Contractor shall enter into a Contract Agreement (as per pro forma enclosed) with the Owner within Thirty (30) days from the date of despatch of Approved Draft Contract Agreement by the Owner or within such extended time as may be granted by the owner.~~

3.4. **CONTRACT PERFORMANCE GUARANTEE (CPG) /SECURITY DEPOSIT (SD):**

3.4.1. Contractor is required to submit a Bank Guarantee towards Contract performance to NMDC for 10(ten) % of the total contract value within 30 days from the date of issue of Letter of Intent/Letter of Award of Contract. The Contract Performance Guarantee shall be initially kept valid for 9 (Nine) months and it shall be for due and faithful performance of the contract in accordance with the terms and conditions specified in these tender documents. The Bank Guarantee shall be submitted from a from a Nationalized Indian Bank / Scheduled Commercial Bank including a Foreign Bank having a branch in India in favour of the Owner, in the Bank Guarantee format as enclosed as Annexure – 6.

The CPG / security deposit shall remain at the entire disposal of the OWNER as a security for the satisfactory execution and completion of the works in accordance with the terms and conditions of the Contract.

No interest shall be payable by the OWNER against the Contract Performance Guarantee / Security Deposit furnished by / recovered from the CONTRACTOR.

Failure of the Contractor to comply with the above requirements of submission of Contract Performance Guarantee shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the EMD.

3.4.2. **Refund of Contract Performance Guarantee / Security Deposit:** The CPBG / SD, deposited by the CONTRACTOR shall be returned / refunded to the CONTRACTOR on demand, after the expiry of the guarantee period / defects liability period or on payment of the amount of the Final bill in accordance with relevant clauses of the contract, whichever is later, provided the Owner / Employer is satisfied that there is no demand outstanding against the CONTRACTOR.

3.4.3. **Effecting of recoveries:** Once the recoveries become due from a contractor, the



same should be effected from the money due to the contractor either from the same work or from any other work or from the performance security. Action to recover the overpaid amount should not be kept pending or kept in abeyance on account of the case being before the arbitrator. Action in terms of the award by the arbitrator can be taken after the award is received and accepted by the Competent Authority. The recovery of overpaid amounts should be effected as early as possible and the recovery should not be kept in abeyance during the pendency of arbitration proceedings.

3.5. MANNER OF EXECUTION OF CONTRACT: The tender document including all enclosures and other correspondences between OWNER and the **Contractor** (*i.e. the successful bidder to whom the contract is awarded*) including Letter of Intent (*if any*) and Letter of Award of Contract shall be treated as an agreement between the OWNER and the **Contractor** for the work.

~~3.5.1. Subsequent to Acceptance of the Letter of Award of Contract by the contractor, Owner shall dispatch a copy of the Approved Contract Agreement to the contractor. The Contractor within 15 days from the date of dispatch of the approved draft contract agreement by the Owner shall prepare the final contract documents and submit two (2) original copies of the same to the Owner for the purpose of signing of the Contract Agreement.~~

~~3.5.2. The Contract Agreement, unless otherwise agreed to, shall be signed within 15 days of the date of submission of the original contract agreement to the owner, at the office of the Owner on a date and time to be mutually agreed. The Contractor shall provide for signing of the Contract appropriate power of attorney and other requisite materials.~~

~~3.5.3. The Agreement will be signed in two (2) originals and the Contractor shall be provided with one signed original and the Owner will retain the second. All expenses for making agreements including cost of stamp papers shall borne by the Contractor.~~

~~3.5.4. Subsequent to signing of the Contract, the Contractor at his own cost shall provide the owner with Four (4) true copies of Agreement~~

3.6. CONTRACT DOCUMENTS

3.5.1. Discrepancies: The several documents forming the contract are to be taken as mutually complementary to one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scaled dimensions and Special Conditions in preference to General Conditions. In case of discrepancies between Bill of Quantities, the Specification and/or the Drawings, the following order of preference shall be observed:

- a) Description in Bill of Quantities
- b) Particular Specification and Special Conditions, if any.
- c) Drawings.
- d) Specifications.

3.5.2. If there are varying or conflicting provisions made in any of the documents forming part of contract, the matter shall be referred to the officer-in-charge whose decision shall be final and binding upon the parties, within the intent and meaning of the Agreement.



- 3.5.3. Any error in description, quantity or rate in the Bill of Quantities or any omission there from shall not vitiate the contract or release the Contractor of the obligation to execute the work or any part of the work comprised therein, in accordance with the provisions of the contract.
- 3.5.4. **Laws governing the Contract:** This Contract shall be governed by the laws as applicable in the Republic of India, being in force, from time to time.
- 3.5.5. **Jurisdiction of Contract:** The laws applicable to the Contract shall be the laws in force in India. The Courts of Hyderabad, Telangana State (T.S. State) shall have exclusive jurisdiction in all matters arising under this Contract.

3.6. ASSIGNMENT AND SUB-LETTING OF CONTRACT

- 3.6.1. **Assignment:** The Contractor shall not transfer or assign the contract or any part thereof or any benefit or interest therein or there under without the written consent of the Owner. In the event of the Contractor contravening this condition, the Owner shall be entitled to place the contract elsewhere at the cost and risk of the Contractor and the Contractor shall be liable for any loss or damage which the Owner may sustain in consequence or arising out of such action.
- 3.6.2. **Sub-letting:** The Contractor shall not sub-let the whole or any portion of the Contract without prior written approval of the Owner. Such approval, if given, shall not in any way whatsoever relieve the Contractor from any of his liabilities or obligations under the Contract and the Contractor shall remain responsible for all the acts, defaults and neglects of any of his sub-Contractor(s) as if they were the acts, defaults or neglects of the Contractor. Employment of piece rate workers shall not be deemed as sub-contracting.
- 3.7. The Contractor shall sign and submit the duplicate copy of the Letter of Award of Contract within 7 (seven) days from the date of issue as a token of unconditional acceptance, unless any other period has been agreed upon in writing. If the Contractor commits default in submission as aforesaid, OWNER may, without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money and cancel the contract.

The Owner shall be entitled to claim any costs, charges expenses of the tender incidental to or incurred by him through or in connection with his preparation of tender if the Contractor does not sign and return the LAC within the stipulated time as acceptance of the contract.

- 3.8. **DEDUCTIONS FROM CONTRACT PRICE:** All costs, damages, or expenses which the Owner may have paid, for which under the Contract the Contractor is liable, will be claimed by the Owner. All such claims shall be billed by the Owner to the Contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Contractor to properly identify such claims. Such claims shall be paid by the Contractor within fifteen (15) days of the receipt of the corresponding bills and if not paid by the Contractor within the said period, the Owner may then deduct the amount from any moneys due or becoming due by him to the Contractor under the Contract or may be recovered by actions of Law or otherwise, if the Contractor fails to satisfy the Owner of such claims.



3.9. GENERAL OBLIGATIONS

- 3.9.1. **Possession of Site:** The Contractor shall not enter on (other than for Inspection purposes) or take possession of the site without prior permission of the Owner in writing. The portion of the site to be occupied by the Contractor shall be defined and/or marked on the site plan, failing which these shall be indicated by the Officer at site and the Contractor shall on no account be allowed to extend his operations beyond these areas. Any land allotted to the Contractor for the purposes of or in connection with the contract shall not confer any right of tenancy of the land to the Contractor. The Contractor shall be liable to vacate the land on demand by the Owner.

The Contractor shall have no right to any temporary construction over this land without the permission of the Owner. In case, the Contractor is allowed to construct any structure, he shall demolish and clear the same before handing over the completed work unless agreed to the contrary.

- ~~3.9.2. **Site Drainage:** The Contractor shall keep the site free of water and slush. All water which may accumulate on the Site or in trenches and excavations during the progress of the work shall be removed to the satisfaction of the Owner and at the Contractor's expense.~~

- 3.9.3. **Nuisance:** The Contractor shall not at any time do, cause or permit any nuisance on Site or do anything which shall cause unnecessary disturbance or inconvenience to Owners, tenants or occupiers of other properties near the Site and to the public in general.

- 3.9.4. **Protection of Trees:** The Contractor shall protect all trees, designated by the Officer, from damage during the course of the Works and earth level within 1 meter of each such trees shall not be changed. Where necessary, such trees shall be protected by providing temporary fencing.

- 3.9.5. **Observance of Official Secret Act:** The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with this Contract have noticed that the Indian Official Secrets Act 1923 (XIX of 1923) are applicable to them and shall continue to apply even after the execution of such works under the Contract.

- 3.9.6. **Facilities to other Contractors:** The Contractor shall, in accordance with the requirements of the Owner, afford all reasonable facilities to other Contractors engaged simultaneously on separate contracts in connection with the works and to departmental labour and labour of any other properly authorized authority or statutory body which may be employed at the site for execution of any work not included in the Contract or of any Contract which the Owner may enter into in connection with or ancillary to the works.

- 3.9.7. **Compliance with Statute, Regulations etc:** The Contractor shall comply with the provisions of any Statute, ordinance or law made under any Act of Parliament, State laws or any regulation or bye-laws of any local authority relating to the works and keep the Owner indemnified against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule, regulations, Bye-law etc. He



**Development of Cost Management System & Preparation of Costing Manual
for NMDC Iron & steel plant, Nagarnar, Jagdalpur, Distt: Bastar-494001**

shall, before making any variation from the contract drawing necessitated by such compliance, give to the Officer a written notice giving reasons for the proposed Variation and obtain the Officer's instruction thereon.

- 3.9.8. **Notice to Local Bodies and payment of fees:** The Contractor shall give all notices and pay all fees or charges payable under any Act of Parliament, State laws or any Government instrument, rule or order and any regulations or bye-laws of any local authority in respect of the works.
- 3.9.9. **Urgent works:** If any urgent work (in respect whereof the decision of the Officer-in-charge shall be final and binding) becomes necessary and the Contractor is unable or unwilling to carry it out at once, the Officer-in-Charge may by his own or by other work people, carry it out as he may consider necessary. If the Urgent work shall be such as the Contractor is liable under the Contract to carry it out at his expenses, all expenses incurred on it by the Owner shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.
- 3.9.10. **Changes in Constitution:** Where the Contractor is a partnership firm, prior approval in writing of the Owner shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu Undivided Family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership with a firm which would have the right to carryout the work hereby undertaken by the Contractor. If prior approval as aforesaid is not obtained, the Contractor shall be deemed to have been assigned in contravention of *Clause Assignment & Subletting of contract* of these conditions and the same action may be taken and the same consequences shall ensure as provided for in the said *Clause Termination of Contractor*.

3.10. INSURANCE

- 3.10.1. The Contractor shall maintain and shall require his sub-Contractors to maintain in full force and effect, policies obtained from insurance companies in India, acceptable to Officer, during the execution of this contract ~~Agreement~~,
- 3.10.1.1. All such insurance as are required by law for the purpose at the contract at the cost of the Contractor.
- 3.10.1.2. All such insurance required in respect of equipment purchased out of advance received from the Owner at the cost of the Contractor.
- 3.10.1.3. ~~All such insurance required in respect of tools, plant, equipment and materials issued by the Owner, if any.~~
- 3.10.1.4. ~~Insurance for works against loss and damage due to fire, flood, earthquake, riots, civil war, insurrection, damage by aircraft and hostilities and due to other reasons over which the Contractor has no control (defined under Excepted Risks) which shall be for the full amount of the contract value and the policy shall be effected in the name of the Owner.~~
- 3.10.1.5. Any additional insurance required specifically by the Owner/Officer at the cost of the Contractor.
- 3.10.1.6. Third Party Insurance: Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities



**Development of Cost Management System & Preperation of Costing Manual
for NMDC Iron & steel plant, Nagarnar, Jagdalpur, Distt: Bastar-494001**

under sub-clause 1 to 5 above insure against any damage, loss or injury which may occur to any property including that of the Owner or to any person (including any employee of the Owner) by or arising out of carrying out of the contract.

- 3.10.2. The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Owner has agreed to their cancellation.
- 3.10.3. The Contractor shall prove to the Owner from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premia for keeping the policies alive till expiry of the Defects Liability Period.
- 3.10.4. The Contractor shall ensure that similar insurance policies are taken out by his sub Contractors (if any) and shall be responsible for any claims or loss to the Owner resulting from their failure to obtain adequate insurance protection in connection with thereof. The Contractor shall produce or cause to be produced by his sub Contractor (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Owner.
- 3.10.5. If the Contractor and/or his sub-Contractors (if any) shall fail to effect and keep in force the insurance(s) referred to above or any other insurance which he/they may be required to effect under the, terms of the Contract, then and in any such cases, the Owner may, without being bound to do so keep in force any such insurance and pay such premium or premia as may be necessary for that purpose and from time to time deduct the amount so paid by the Owner from any money due or which may become due to the Contractor or recover the same as a debt due from the Contractor with interest @ 15% per annum.

3.11. INDEMNITY

- 3.11.1. The CONTRACTOR shall at all times indemnify the Owner against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936. Minimum Wages Act 1948, Employer's Liability Act, 1938, the Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act, 1961, Employees Provident Fund Act, Contract Labour Regulation and Abolition Act, 1970, Mines Act, 1952 or any modifications thereof or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other persons in or about the Works, whether in the employment of the Contractor or not, save and except where such accident or injury has resulted from any act of the Owner, his agents or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any claim. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act, 1923 or any modification thereof or any other law relating thereto.
- 3.11.2. The Contractor shall indemnify and keep indemnified the OWNER against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of



Works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Owner against any compensation or damage caused by the Excepted Risks.

3.12. FORCE MAJEURE:

- 3.12.1. If, at any time, during the continuance of this contract, the performance in whole or in the part by either party of any obligation under this contract, shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or other acts of God, strikes and unlawful lockouts (*hereinafter referred to as 'eventualities'*) then provided notice of the happening of any such eventuality is given by either party to the other within fifteen (15) days from the date of occurrence thereof, neither party shall be by reason of such eventuality be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance and work under this contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist, and the decision of the OWNER as to whether there exists a situation of Force Majeure or not and / or whether the work has been so resumed shall be final and conclusive. The time of completion shall then be extended by a period equal to the period during which the eventuality was prevailing.
- 3.12.2. The following shall also be considered as Force Majeure conditions:
- 3.12.2.1. Contamination by radio activity from any nuclear fuel, or from any nuclear waste radioactive toxic explosive;
- 3.12.2.2. A cause due solely to the design of the Works, other than the Contractors design;
- 3.12.2.3. Pressure Waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- 3.12.2.4. Loss or damage due to the use or occupation by Employer of any section or part of the Permanent Works except as may be provided for in the Contract.
- 3.12.3. The above mentioned force majeure events shall not include constraints which could prudently be foreseen like shortage of power, non-availability of raw materials, difficulties in making transport arrangement, break down of machines, strikes, lock outs etc.
- 3.12.4. The above mentioned force majeure conditions/clause shall also apply to the works of sub Contractor / supplier provided such sub-Contractors / suppliers are named in the contract.

- 3.13. TOOLS, PLANT, EQUIPMENT AND MATERIALS:** Tools, plant and Equipment: The Contractor shall arrange at his own expense all tools, plant and equipment (hereinafter referred to as T&P) required for execution of works, except for the items specifically listed in the Special Conditions of Contract, if any, which will be given to him on hire (if the same can be spared by the Owner) by the Owner at rates shown therein. .



3.14. LABOUR

- 3.14.1. **Employment of labour in sufficient numbers:** The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Owner. The Contractor shall not employ in connection with the works any person who has not completed his eighteen years of age.
- 3.14.2. **Labour returns and reporting of accidents:** The Contractor shall furnish to the Owner, a distribution return of the number and description by trades of the work people employed on the works. The Contractor shall also submit on the 4th and 19th of every month to the Owner, a true statement showing in respect of the second half of the preceding month and the first half of the current month (i) the accidents, if any, that occurred during the said fortnight showing the circumstances under which they occurred and the extent of damage and injury caused by them and (ii) the number of female workers, if any, who have been allowed Maternity Benefit as provided in the Maternity Benefit Act, 1961 or Rules there under and the amount paid to them.
- 3.14.3. **Wages:** The Contractor shall pay to labour employed by him either directly or through sub-Contractors wages not less than the fair wages as defined in the Contract Labour Regulations.
- 3.14.4. **Observance of Contract Labour Regulations:** The Contractor shall in respect of labour employed by him or his sub-Contractors comply with or cause to be complied with the Contract Labour Regulations in regard to all matters provided therein.
- 3.14.4.1. The Contractor shall comply with all the provisions of the payment of Wages Act 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act 1947, Maternity Benefit Act 1961 and Mines Act, 1952, Contractor Labour Regulation & Abolition Act 1970, Provident Fund Act or any order made there under / thereof or any other law relating thereto and rules and made hereunder from time to time.
- 3.14.4.2. The Contractor shall be liable to pay his contribution and the employee's contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "The Employees State Insurance Act, 1948" and Provident Fund Act as amended from time to time. In case of default, the Officer will be entitled to withhold an amount of contribution as assessed by him from the Contractor's bills till such time the Contractor produces evidence of remittance of the same to the concerned authorities.
- 3.14.4.3. The Owner shall, on a report having been made by the Inspecting Officer as defined in the Contract Labour Regulations, have the power to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers non-payment of wages or of deductions made from his or their wages which are not



justified by the terms of the Contract or non-observance of the said Contract Labour Regulations.

- 3.14.4.4. The Contractor shall indemnify the Owner against any payments to be made under and for observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-Contractors.
- 3.14.4.5. The Contractor shall take out necessary license under the Contract Labour (Regulation and Abolition) Act, 1970 within the time limit allowed by the appropriate Government and on his failing to do so within the prescribed time limit, the contract will be liable for termination including forfeiture of Earnest Money /Security Deposit.
- 3.14.5. **Model Rules for Labour Welfare:** The Contractor shall at his own expense comply with or cause to be complied with Model Rules of Labour Welfare as appended to these conditions or rules framed by Central or State Government from time to time for the protection of health and for making sanitary arrangements for the workers employed directly or indirectly on the works. In case the Contractor fails to make arrangements as aforesaid, the Officer shall be entitled to do so and recover the cost thereof from the Contractor.

3.15. Safety Code: The CONTRACTOR shall at his own expense arrange for the relevant safety provisions as appended or as required by the officer in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case the CONTRACTOR fails to make arrangements and provide necessary facilities as aforesaid, the Officer shall be entitled to do so and recover the cost thereof from the CONTRACTOR.

3.16. EXTENSION OF TIME FOR COMPLETION

- 3.16.1. The Time(s) for Completion specified in tender, shall be extended by such period as shall be fair and reasonable in all the circumstances if the Contractor is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:
- 3.16.2. any Change in the scope of work
- 3.16.3. any occurrence of Force Majeure
- 3.16.4. any suspension order given by the Employer
- 3.16.5. default by the Employer.
- 3.16.6. Except where otherwise specifically provided in the Contract, the Contractor shall submit to the Engineer a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Employer and the Contractor shall agree upon the period of such extension. In the event that the Contractor does not accept the Employer's estimate of a fair and reasonable time extension, the Contractor shall be entitled to refer the matter for Conciliation / Arbitration.
- 3.16.7. The Contractor shall at all times use its reasonable efforts to minimise any delay in the performance of its obligations under the Contract.



3.17. SUSPENSION OF WORK

3.17.1. The Employer may, by notice to the Contractor, order the Contractor to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the Effective Date of the suspension and the reasons thereof. The Contractor shall thereupon suspend performance of such obligation (*except those obligations necessary for the care or preservation of the Facilities*) until ordered in writing to resume such performance by the Officer.

If, by virtue of a suspension order given by the Officer, other than by reason of the Contractor's default or breach of the Contract, the Contractor's performance of any of its obligations is suspended for an aggregate period of more than ninety (90) days, then at any time thereafter and provided that at that time such performance is still suspended, the Contractor may give a notice to the Officer requiring that the Employer shall, within thirty (30) days of receipt of the notice, order the resumption of such performance.

If the Employer fails to do so within such period, the Contractor may, by a further notice to the Officer, elect to treat the suspension as termination of the Contract under the provisions of '**Termination for Employer's Convenience**'.

3.17.2. If the Contractor's performance of its obligations is suspended pursuant to this Clause hereof, then the time for completion shall be extended in accordance with provisions relating to extension of time for completion as per contract, and any and all additional costs or expenses incurred by the Contractor as a result of such suspension shall be paid by the Employer to the Contractor in addition to Contract Price on mutually agreed basis.

3.17.3. During the period of suspension, the Contractor shall not remove from Site any plant & equipment, any part of the Facilities or any Contractor's equipment, without the prior written consent of the Employer.

3.18. Termination of Contract/Foreclosure of contract:

A. Termination

A.1. Termination for Employer's Convenience

A.1.1. The Employer may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to Clause A.1 hereof.

A.1.2. Upon receipt of the notice of termination under Sub-Clause A.1.1 hereof, the Contractor shall either immediately or upon the date specified in the notice of termination;

- a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition.
- b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) (ii) below
- c) remove all Contractor's Equipment from the Site, repatriate the Contractor's and its Subcontractors' personnel from the Site, remove from the Site any wreckage, rubbish



and debris of any kind, and leave the whole of the Site in a clean and safe condition

- d) In addition, the Contractor, subject to the payment specified in Sub-Clause A.1.3 hereof, shall
- (i) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination
- (ii) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant and Equipment as at the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors
- (iii) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the Facilities.

A.1.3. In the event of the termination of the Contract under Sub-Clause A.1.1 hereof, the Employer shall pay to the Contractor the Price, the properly attributable to the parts of the Facilities executed by the Contractor as of the date of termination. However, no consequential damages shall be payable by the Employer to the Contractor in the event of termination.

A.2. Termination for Contractor's Default

A.2.1. The Employer, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons thereof to the Contractor, referring to this Sub-Clause A.2 hereof:

- a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up (*other than a voluntary liquidation for the purposes of amalgamation or reconstruction*), a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt.
- b) if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of 'Assignment'/'Subletting' as per the contract.

A.2.2. If the Contractor

- a) has abandoned or repudiated the Contract
- b) has without valid reason failed to commence work on the Facilities promptly or has suspended the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the Employer to proceed
- c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause
- d) refuses or is unable to provide sufficient materials, services or labour (*adequate resources*) to execute and complete the Facilities in the manner *specified in the program* furnished under the provisions of 'Work Program (*Program of Performance*)' as per contract, at rates of progress that give reasonable assurance to the Employer that the Contractor can attain Completion of the Facilities by the Time



for Completion as per time for completion specified in the contract ; then the Employer may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Employer may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this Sub-Clause A.2 hereof.

A.2.3. Upon receipt of the notice of termination under Sub-Clauses A.2.1 or A.2.2 hereof, the Contractor shall, either immediately or upon such date as is specified in the notice of termination,

- a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean & safe condition
- b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) below
- c) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination
- d) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant and Equipment as at the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors
- e) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the Facilities.

A.2.4. The Employer may enter upon the Site, expel the Contractor, and complete the Facilities itself or by employing any third party at the risk and cost of the Contractor. The Employer may, to the exclusion of any right of the Contractor over the same, take over and use any Contractor's Equipment owned by the Contractor and on the Site in connection with the Facilities for such reasonable period as the Employer considers expedient for the supply and installation of the Facilities.

Upon completion of the Facilities or at such earlier date as the Employer thinks appropriate, the Employer shall give notice to the Contractor that such Contractor's Equipment will be returned to the Contractor at or near the Site and shall return such Contractor's Equipment to the Contractor in accordance with such notice. The Contractor shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.

A.2.5. Subject to Sub-Clause A.2.6 hereof, the Contractor shall be entitled to be paid the Price attributable to the Part of the Facilities executed as at the date of termination, and the costs, if any, incurred in protecting the Facilities and in leaving the Site in a clean and safe condition pursuant to paragraph (a) of Sub-Clause A.2.3 hereof and rent of the Contractor's equipment, if any, used by the Employer pursuant to Clause A.2.4 hereof. Any sums due to the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the



Contractor under this Contract.

- A.2.6.** If the Employer completes the Facilities, the cost of completing the Facilities by the Employer shall be determined.

If the sum that the Contractor is entitled to be paid, pursuant to Sub-Clause A.2.5 hereof, plus the reasonable costs incurred by the Employer in completing the Facilities, exceeds the Contract Price, the Contractor shall be liable for such excess.

If such excess is greater than the sums due to the Contractor under Sub-Clause A.2.5 hereof, the Contractor shall pay the balance to the Employer, and if such excess is less than the sums due the Contractor under Sub-Clause A.2.5 hereof, the Employer shall pay the balance to the Contractor.

The Employer and Contractor shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

- A.3.** In this Clause 'A' hereof, the expression "Facilities executed" shall include all work executed, Installation Services provided, and all Plant & Equipment, Structures and Refractories, acquired (*or subject to a legally binding obligation to purchase*) by the Contractor and used or intended to be used for the purpose of the Facilities, up to and including the date of termination.
- A.4.** In this Clause 'A' hereof, in calculating any money due from the Employer to the Contractor, account shall be taken of any sum previously paid by the Employer to the Contractor under the Contract, including any advance payment paid pursuant to 'Terms of Payment' as per the contract.

3.19. Rectification

Liability of Damage, Defects or Imperfections and Rectification: If the Contractor or his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence etc. contiguous to the premises on which the works or any part of it is being executed, or if any damage shall happen to the works while in progress the Contractor shall up on receipt of notice in writing in that behalf make the same good at his own expense. If it shall appear to the Owner at any time prior to the expiration of the Defects Liability Period, that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor for execution of the works is unsound or of a quality inferior to that contracted for or otherwise not in accordance with the Contract or that any defect, shrinkage or other faults have appeared in the works arising out of defective or improper materials or workmanship, the Contractor shall upon receipt of a notice in writing in that behalf from the Owner, shall forthwith, rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be and/or remove the materials or articles so specified and provide other proper and suitable materials or articles at his own expense, notwithstanding that the same may have been inadvertently passed, certified and paid for and in the event of his failing to do so within the period to be specified by the Owner in his notice aforesaid, the Owner may rectify or remove and re-execute the work and/or remove and replace with others the materials or articles complained of, as the case may be, by other means at the risk and expense of CONTRACTOR.



In case of repairs and maintenance works, splashes and droppings from white washing, painting etc. shall be removed and surfaces cleaned, simultaneously with completion of these items of work in individual rooms, quarters or premises etc. where the work is done, without waiting for completion of all other items of work in the Contract. In case the Contractor fails to comply with the requirements of this condition, the Owner shall have the right to get the work done by other means at the cost of the Contractor. Before taking such action, however, the Owner shall give three days notice in writing to the Contractor.

3.20. LIQUIDATED DAMAGES

- 3.20.1. Time is the essence of the contract. It shall be the responsibility of the Contractor to complete the work within the stipulated period of completion including the authorized extensions, if any, granted by the OWNER.
- 3.20.2. In case the CONTRACTOR fails to complete the work successfully within the period of completion including the extended time as stipulated above, he shall be liable to pay to the OWNER, as liquidated damages and not as a penalty, a sum at the rate of ½% (half percent) of the total contract value of the work (as awarded) for every week or part thereof which shall be elapsed between the scheduled time of completion of work (including the authorized extended time, if any) and the actual date of completion of work, PROVIDED always that the total amount of such liquidated damages for delay to be paid under this condition shall not exceed 10% (Ten percent) of the total contract value, as awarded. The Contract or from any other sums between the CONTRACTOR and the OWNER, the deductions of such damages shall not relieve the CONTRACTOR to complete the works and demonstrate the performance or of any of his other obligations and liabilities under the contract.
- 3.20.3. GST Applicable on Liquidated damages will be charged extra.
- 3.20.4. In addition to the above, the OWNER shall be free to cancel the contract or a portion thereof and get the same executed through any other agency or agencies at the risk and cost of the CONTRACTOR. In the event of such action is taken, the CONTRACTOR shall be liable to pay for any loss which the OWNER may sustain but he will not be entitled to any gain made by the OWNER on the account of such default of the CONTRACTOR. The manner and method of taking such action shall be at the entire discretion of the OWNER whose decision in the matter shall be final and binding. This right shall be without breach/prejudice to the other rights of the OWNER to recover damages for any other breaches of contract by the CONTRACTOR.

3.21. VALUATION AND PAYMENT

- 3.21.1. Advance payment terms are not acceptable
- 3.21.2. The payment for the subject work shall be released on the basis of achievement of respective milestones, as indicated below:-
 - 3.21.2.1. 1st Milestone – 20% payment
 - Initial site visit by the party for study and assessment of the various processes & activities involved in the operation of the integrated steel plant, in consultation with the technical professionals of NMDC.



Development of Cost Management System & Preparation of Costing Manual for NMDC Iron & steel plant, Nagarnar, Jagdalpur, Distt: Bastar-494001

- Preparation of flow chart depicting the various processes for identification of the appropriate cost centres.
 - Submission of draft report regarding the list of applicable cost centres (with package-wise break-up of cost centres).
 - Review of the draft report and incorporation of necessary modifications after discussion with NMDC.
- 3.21.2.2. 2nd Milestone – 30% payment
- Submission of the draft format of applicable cost sheets for each package in line with the accepted list of cost centres and element-wise bifurcation of applicable costs involved, along with the formats for Production / Sales / Statistical / Repair & Maintenance / Physical Verification records etc as per the requirement of applicable rules and regulations (including Cost Accounting Record Rules).
 - Submission of format for Variance Analysis towards Standard Costing.
 - Review of the draft format & ancillary reports and incorporation of necessary modifications after discussion with NMDC.
- 3.21.2.3. 3rd Milestone – 20% payment
- Submission of draft Cost Manual in line with the statutory provisions and accepted standards.
 - Preparation of Data Flow Chart depicting the flow of costs from one cost centre to the subsequent one.
 - Submission of dummy cost sheets for capturing the relevant costs in the prescribed format along with allocation & distribution of overhead charts.
 - Review of the draft manual, flow chart & dummy cost sheets and incorporation of necessary modifications after discussion with NMDC.
- 3.21.2.4. 4th Milestone – 30% payment
- Submission of the Final Format of Cost Sheet
 - Submission of Final Cost Manual
 - Review and acceptance of the above by NMDC.
- 3.21.3. Payments shall be released through e-payment as per the pertinent details given by the contractor, generally within 30 days from date of receipt of clear and correct invoices as per the prescribed format, if any, with supporting documents as per contract stipulations in triplicate, subject to statutory deductions of taxes and duties as applicable.
- 3.21.4. Overpayments and underpayments: Wherever any claim for the payment of a sum of money to the OWNER arises out of or under this contract against the CONTRACTOR, the same may be deducted by the OWNER from any sum then due or which at any time thereafter may become due to the CONTRACTOR under this contract and failing that under any other contract with the OWNER or from any other sum due to the CONTRACTOR from the OWNER which may be available with the OWNER or from his Contract Performance Guarantee or he shall pay the claim on demand.
- 3.21.4.1. The OWNER reserve the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc.



The OWNER further reserve the right to enforce recovery of any overpayment, when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an Arbitrator appointed under relevant clause of tender and notwithstanding the fact the amount of the final bill figures in the Arbitration Award.

- 3.21.4.2. If as a result of such audit and technical examination, any overpayment is discovered in respect of any work done by the CONTRACTOR or alleged to have been done by him under the Contract, it shall be recovered by the OWNER from the CONTRACTOR by any or all of the methods prescribed above. If any underpayment is discovered, the amount shall be duly paid to the CONTRACTOR by the OWNER. PROVIDED that the aforesaid right of the OWNER to adjust overpayment against amount due to the CONTRACTOR under any other contract with the OWNER shall not extend beyond the period of 2 years from the date of payment of final bill or in case the final bill is a minus bill from the date the amount payable by the CONTRACTOR under the MINUS final bill is communicated to the CONTRACTOR.
- 3.21.4.3. Any amount due to the CONTRACTOR under this contract for underpayment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the CONTRACTOR, from him to the OWNER on any other Contract or account whatsoever.

3.22. SETTLEMENT OF DISPUTES

- 3.22.1. Except as otherwise specifically provided in the contract all disputes concerning question of facts arising under the contract shall be decided by the OWNER subject to a written appeal by the CONTRACTOR to the OWNER, whose decision shall be final to the parties hereto.
- 3.22.2. Any disputes or differences including those considered as such by only one of the parties arising out of or in connection with the Contractor shall be the extent possible settled amicably between the parties.
- 3.22.3. If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration as provided in **Clause below**.

3.22.4. ARBITRATION

- 3.22.4.1. All disputes or differences which may arise between the Owner and Contractor in connection with the 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 Limited (*who will be the appointing authority*), be referred for adjudication to the sole Arbitrator to be appointed as hereinafter provided.
- 3.22.4.2. 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 the work to the 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 Contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the appointing authority a panel of three names of persons who shall also be unconnected with



**Development of Cost Management System & Prepration of Costing Manual
for NMDC Iron & steel plant, Nagarnar, Jagdalpur, Distt: Bastar-494001**

the organisation 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 Contractor accordingly, the Contractor shall be entitled to invoke the provisions of the Indian Arbitration and Conciliation Act 1996 as amended from time to time.

- 3.22.4.3. The further progress of any work under the contract shall unless otherwise directed by the Owner / Officer continue 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 during the arbitration proceedings.
- 3.22.4.4. The laws applicable to the Contract shall be the laws in force in India. The Courts of Hyderabad (Telangana State) shall have exclusive jurisdiction in all matters arising under this Contract. The venue of the arbitral proceedings shall be Hyderabad, India.
- 3.22.4.5. Arbitration with foreign contractor or in Consortium contracts (*including foreign contractor*), where the contract value is more than Indian Rs.20 Crore shall be governed by the Rules of Arbitration of International Chamber of Commerce (ICC), Paris. The venue of the arbitral proceedings shall be Hyderabad, India.
- 3.22.4.6. 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 each party. 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 commence or maintain any suit or legal proceeding concerning any dispute under this agreement until the dispute has been determined in accordance with the arbitration proceeding provided for herein and then only to enforce or facilitate the execution of an award rendered in such arbitration.
- 3.22.4.7. Arbitration between a Central Public Sector Undertaking of the Government of India (not under the Ministry of Steel) and the Employer (NMDC) shall be as per the guidelines of Ministry of Heavy Industries and Public Enterprises, Government of India.
- 3.22.4.8. Arbitration between a Central Public Sector Undertaking of the Government of India under the Ministry of Steel, Government of India and the Employer (NMDC), shall be as per the guidelines of the Ministry of Steel.

3.23. INSTRUCTIONS AND NOTICES

- 3.23.1. Instructions and Notices by and on behalf of the OWNER: Subject as otherwise provided in this Contract, all notices to be given on behalf of the OWNER and all other actions to be taken on its behalf may be given or taken by the Officer-in-charge.
- 3.23.2. All instructions, notices and communications etc under the Contract shall be given in writing and if sent by Registered post to the last known place of abode or business of the CONTRACTOR shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him.
- 3.23.3. The CONTRACTOR or his Agent shall be in attendance at the site(s) during all working hours and shall superintend the execution of the works which such additional assistance in each trade as the may consider necessary, Orders given to the CONTRACTOR's Agent shall be considered to have the same force as if they had been given to the CONTRACTOR himself.



- 3.23.4. The OWNER shall communicate or confirm the instructions to the CONTRACTOR in respect of the execution of work in a Work Site Order book maintained in the office of the OWNER and the CONTRACTOR or his authorized representative shall confirm receipt of such instructions by signing the relevant entries in this Book. If required by the CONTRACTOR he shall be furnished a certified true copy of such instruction(s).
- 3.23.5. Notice by and on behalf of the Contractor: Any notice to be given by the Contractor to the OWNER under the terms and conditions of the contract shall be considered as duly served, if the same is delivered to, left for or posted by Registered Post to the OWNER's last known address.

3.24. GOVERNING LAWS:

The successful tenderer should possess a separate Provident fund code number allotted by the Regional Provident Fund Commissioner and only such tenderer shall be considered for award of contract.

The Corporation reserves its right to amend, modify or withdraw this tender at any stage of contract either before awarding of the same or during currency of the contract if there is any change in law more particularly under contract Labour (Regulation & Abolition) Act or any notification issued by Govt. of India under the said Act, in such an event of the corporation shall have not liability whatsoever to reimburse any loss or expenses that may be incurred by the Contractor.

The contract shall in all respects be construed and operated as an Indian Contract. The contract and all rights hereunder shall be governed by the laws of the Union of India for the time being in force and shall be subject to the jurisdiction of the court situated at Hyderabad, Telangana state, India.

It is the sole responsibility of the Contractor to obtain necessary licenses/ permissions /approvals exemptions, etc., in advance from the concerned Labour authorities appointed under the contract Labour (R&A) Act, 1978, or any other authority concerned before hand and before actually commencing the work.

It shall be the responsibility of the Contractor to strictly implement the provisions of all Acts including the Contract Labour (R&A) Act 1978, Payment of Wages Act, Workmen's Compensation Act, P.F. Act, etc., and the Rules, notifications made there under.

3.25. Risk Purchase:

- 3.25.1. NMDC Limited may, without prejudice to any other method of recovery, deduct the amount of Liquidated damages on account of delay in completion, short fall in performance / non-availability as provided in the contract, from any money in hand, due, or which may become due, to the CONTRACTOR under the contract or any other contract between the CONTRACTOR and NMDC Limited. The payment or deductions of such damages and penalties shall not relieve the CONTRACTOR of his obligation to complete the work or from any other of his obligations and liabilities under the contract.
- 3.25.2. In addition to the above, NMDC Limited shall be free to cancel the contract or a portion thereof and get the balance works executed through other agency or agencies at the risk and cost of the CONTRACTOR. In the event such action is taken, the CONTRACTOR shall be liable to pay NMDC Limited for any loss, which NMDC Limited may sustain but he will not be entitled to any gain of such action made against default. The manner and method of taking such action shall be



at the entire discretion of NMDC Limited whose decision in the matter shall be final and binding. This right shall be without breach / without prejudice to the other rights of the OWNER to recover damages for breach of contract by the CONTRACTOR.

3.26. CONTRACT COORDINATION PROCEDURES, COORDINATION MEETINGS & PROGRESS REPORTING

The Contractor shall prepare and finalize in consultation with OWNER, a detailed contract coordination procedure within 30 days from the date of issue of Letter of Award of Contract for the purpose of execution of the Contract.

The Contractor shall have to attend all the meetings at his own cost with OWNER during the currency of the Contract, as and when required and fully cooperate with such persons and agencies involved during these discussions.

3.27. Limitation of Liability

Except in cases of criminal negligence or willful non performance or willful default,

3.27.1. the contractor shall not be liable to the Employer, whether in Contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs and

3.27.2. the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort, 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, workman compensation and statutory liabilities in general that the Employer may be required to additionally bear due to default of the Contractor.”

3.28. Access to the site: The Contractor shall allow the officer-in-charge or his nominee and any person authorized by the officer-in-charges or his nominee access to the Site to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured, fabricated and /or assembled for the works.

3.29. The NMDC reserves the right to empanel / to reject any or all the tenders or split the work without assigning any reason, and is not bound to accept only the lowest tenderer, and NMDC’s decision in the matter shall be final and binding on the tenderer(s).



4 SPECIAL CONDITIONS OF CONTRACT

4.1. Major Scope of Work

- 4.1.1. Carrying out detailed study of the present functions, operational schematics, technical processes and accounting procedures of NISP, based on the visitations to plant premises and discussions with NMDC officials.
- 4.1.2. Establishing an effective process for identification, collection, recording, segregation, analysis, apportionment & allocation of all the relevant costs.
- 4.1.3. Preparation of Costing Manual with Cost Codes, Cost Centres, Accounting Entries, Segregation of Costs, Costing MIS Reports etc.
- 4.1.4. Evolving effective Cost Control techniques such as Budgetary Control, Standard Costing, Inventory Control, Variance Analysis, MIS reporting, IFC, EVA Analysis etc within the ambit of the operations of NMDC Iron & Steel Plant.
- 4.1.5. The development & preparation of necessary processes for the maintenance of Cost Accounting Records in compliance with GSR 425 SE dated 30.06.2014 as well as all other statutory and mandatory stipulations such as Ind-AS, ICDS, Companies Act'2013 etc.
- 4.1.6. Training and preparation of Mock Costing Reports & Dummy Cost Sheets.
- 4.1.7. Establishment of module / format for reconciliation of Profits as per Cost Accounting Records with Financial Accounts.
- 4.1.8. The software of Cost Sheet should be compatible with the existing software in use at NISP, i.e. Financial Accounting System, Bills Payable Module, Inventory Management System (all are Oracle based software). Further, the records should be compliant for seamless integration into S.A.P. (as and when the same is implemented by the corporation).

4.2. TERMS & CONDITIONS:

- 4.2.1. **Accommodation:** The lodging & boarding charges at Jagdalpur/Nagarnar during the visits will be arranged by the successful bidder itself. Fooding arrangement for the staff of bidder will be under the scope of the successful bidder or his employee.
- 4.2.2. **Transportation:** The travelling charges of the staff of successful bidder to the NMDC Iron & Steel Plant will be arranged and borne by successful bidder itself.



**Development of Cost Management System & Prepration of Costing Manual
for NMDC Iron & steel plant, Nagarnar, Jagdalpur, Distt: Bastar-494001**

PART-II

4. PRICE BID/SCHEDULE OF QUANTITIES/BILL OF QUANTITIES (BOQ)

S. No	Item Description	units		Basic Rate (In Rs.)	% GST (In Rs.)	Total Rate (In Rs.)
1	2	3		4	5	6 = {4 + (4x5)}
1	Development of Cost Management System & Preparation of Costing Manual at NISP as per scope of work	Lump sum	In Figure			
			In words			
2	Cost of travelling to & from Nagarnar	Lump sum	In Figure			
			In words			
3.	Cost of lodging & Boarding at Jagdalpur during such visits	Lump sum	In Figure			
			In words			
Total						

Note:

- The total per unit rates quoted in the schedule of Quantities shall be inclusive of all taxes and duties etc. so as to execute the contract as per rules, regulations, bye-laws and orders, etc. of local bodies, State Government and the Government of India.

Certification: This is to certify that all the terms and conditions of the above tender document have been carefully read and fully understood by me / us before signing this tender and ready to accept the same without any variation.

Signature.....

Name of the agency.....

Address

Phone / Mobile No.

Date

