

NMDC STEEL LIMITED
(A Government of India Enterprise)
P.O: Nagarnar, Distt. - Bastar (Chhattisgarh) - 494001
(CIN: L27310CT2015GOI001618)



TENDER DOCUMENT

FOR

**PROVIDING SERVICES FOR SITE SURVEY OF RAW MATERIAL &
OTHER SEMI-FINISHED PRODUCTS STOCKPILES FOR A PERIOD
OF TWO YEARS FOR 3.0 MTPA ISP AT NAGARNAR NEAR
JAGDALPUR, CHHATTISGARH STATE**



Providing Services for Site Survey of Raw Material & Other Semi-Finished Products Stockpiles for a Period of Two Years for 3.0 MTPA ISP at Nagarnar near Jagdalpur, Chhattisgarh State

Invitation for Tender through Open Tender Enquiry in GEM

Portal

for

Providing Services for Site Survey of Raw Material & Other Semi-Finished Products Stockpiles for a Period of Two Years for 3.0 MTPA ISP at Nagarnar near Jagdalpur, Chhattisgarh State



Providing Services for Site Survey of Raw Material & Other Semi-Finished Products Stockpiles for a Period of Two Years for 3.0 MTPA ISP at Nagarnar near Jagdalpur, Chhattisgarh State

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Providing Services for Site Survey of Raw Material & Other Semi-Finished Products Stockpiles for a Period of Two Years for 3.0 MTPA ISP at Nagarnar near Jagdalpur, Chhattisgarh State

CHECK LIST

Tenderer shall ensure that all the documents given below are submitted with the offer;

Documents shall be scanned and uploaded in the GEM Portal and Bank Guarantee against EMD Shall be submitted in hard copy to HOD (Contracts) NSL, Address mentioned at NIT Clause no -4.

Sl. No	Document	Submitted Yes/No
Part - I consist of following documents		
1.	Letter of undertaking as per Annexure - 1 to ITT	
2.	EMD receipt / Bank Guarantee against EMD	
3.	Submission of MSME certificate by MSME firms	
4.	Void	
5.	Information about the Tenderer as per Annexure 4 of ITT	
6.	Power of Attorney of signatory to the tender.	
7.	Annual Audited Financial Report for last three years	
8.	Details of similar works done during the past seven years as per Annexure 5 of ITT in support of fulfilment of Eligibility Criteria. NOTE: 1. No New credentials other than those works submitted at the time of tender opening will be considered for evaluation of eligibility criteria 2. work order and work completion certificate should be notarized	
9.	Details of Turnover as per Annexure-16 along with Audited Profit & Loss Account Statements and Balance Sheet for last three (3) years.	
10.	Annual Audited report for the immediately preceding Financial Year against the criteria of “No Default to any banker / financial institution. In case audited annual report not available, certificate in this regard shall be obtained from Statutory Auditor/ Cost Auditor shall be submitted.	
11.	Copy of PAN no. issued by IT department	
12.	Signed and sealed tender enquiry	
13.	Copy of P.F. Registration no. allotted by RPFC / PF Exemption certificate issued by any RPFC / Letter of Undertaking towards PF code (applicable to bidders	



Providing Services for Site Survey of Raw Material & Other Semi-Finished Products Stockpiles for a Period of Two Years for 3.0 MTPA ISP at Nagarnar near Jagdalpur, Chhattisgarh State

Sl. No	Document	Submitted Yes/No
	who do not possess PF code) as per Annexure 10 to ITT	
14.	Copy of GSTN	
15.	Bank Account details in order to facilitate payments through e-payment mode.	
16.	List of Tools, Tackles and Machinery proposed to be mobilized	
17.	Overall description of the method the Bidder proposes to adopt for carrying out the work.	
18.	Statement of Exceptions and Deviations taken from the tender conditions by Tenderer as per Annexure 6 of ITT	
19.	Dummy/Blank Price sets by indicating "Quoted"/ "Not Quoted" only in the respective field as applicable	
20.	Amendments/corrigenda/addenda etc. if any.	
21.	Interpretation/Clarifications issued, if any	
22.	Declaration by the Tenderer on his letter head that the firm is not blacklisted by any PSU / Govt. Body	
23.	Declaration by the Tenderer on his letter head informing relationship with employees of NSL, if any of the director is related to company	
24.	Site visit certificate / Undertaking.	
25.	Declaration of Local Content as per Annexure-15	
26.	Authorization letter by the Tenderer in his letter head authorizing NSL Limited to seek references from Tenderer's bankers.	
27.	Self-Certification regarding compliance as per Rule 144 (xi) of the General Financial Rules (GFRS), 2017 as per Annexure - 13 of ITT.	
Part - II consists of following documents		
28.	Price Bid (Duly filled)	



Providing Services for Site Survey of Raw Material & Other Semi-Finished Products Stockpiles for a Period of Two Years for 3.0 MTPA ISP at Nagarnar near Jagdalpur, Chhattisgarh State

CONTRACTS DEPARTMENT

NSL(CONTRACTS)/CON/611/Survey at RMHS/2025/628 Dtd : 21.05.2025

Tender Enquiry No: NSL(CONTRACTS)/CON/611/Survey at RMHS/2025/628 Dtd : 21.05.2025

NSL Limited, Public-Sector Company under Ministry of Steel, Govt. of India, invites **Online bid through GEM Portal** from experienced domestic bidders for “**Providing Services for Site Survey of Raw Material & Other Semi-Finished Products Stockpiles for a Period of Two Years for 3.0 MTPA ISP at Nagarnar near Jagdalpur, Chhattisgarh State**”.

The detailed NIT and Bid documents can be viewed and / or downloaded from **21.05.2025 to 31.05.2025** from following website links:

1. NMDC website <http://www.nmdc.co.in>
2. Central Public Procurement portal (CPP PORTAL) <http://www.eprocure.gov.in/epublish/app> and
3. GeM Portal - <https://mkp.gem.gov.in/registration/signup#!/seller> and search

For further help refer to seller-registration-pre-requisites-v1.2 on GeM Portal.

The bidders are requested to submit their bids online through GeM Portal only. The details of submission of bid through online are given in NIT. The Bidders on regular basis are required to visit the NMDC’s website/CPP Portal/ GeM website for corrigendum, if any, at a future date.

For further information & clarification, the following can be contacted:
HOD (Contracts), Contracts Department, 4th Floor, Sinter and BF Area Shop Office, NMDC Steel Limited (NSL), P.O. Nagarnar, Jagdalpur, Distt: Bastar, Chhatisgarh-494001, Email: nslcontracts@nmdc.co.in, csn@nmdc.co.in

Head of the Department (Contracts)
NSL, Nagarnar



Providing Services for Site Survey of Raw Material & Other Semi-Finished Products Stockpiles for a Period of Two Years for 3.0 MTPA ISP at Nagarnar near Jagdalpur, Chhattisgarh State

1. Notice Inviting Tender (NIT)

- 1.0 NMDC Steel Limited (NSL) is a public sector company under the Ministry of Steel, Government of India. NSL has set-up 3.0 MTPA Integrated Steel Plant for production of steel through BF-BOF route at Nagarnar near Jagdalpur, Chhattisgarh state. The Steel Plant is commissioned and producing Hot Rolled Coils, HR Sheets and Plates.
- 2.0 NMDC Steel Limited, hereinafter referred to as "Owner / Employer", invites online bids in two bid system from eligible domestic bidders through Government e-Marketplace (GeM) for the work of "Providing Services for Site Survey of Raw Material & Other Semi-Finished Products Stockpiles for a Period of Two Years for 3.0 MTPA ISP at Nagarnar near Jagdalpur, Chhattisgarh State".
- 3.0 Bidders, in their own interest may visit the plant site and get themselves acquainted with the facilities available at site before submitting the bid. By submitting the bid, it shall be deemed that the bidder is fully familiar with all the works connected with the Providing Services for Site Survey of Raw Material & Other Semi-Finished Products Stockpiles for a Period of Two Years for 3.0 MTPA ISP at Nagarnar near Jagdalpur, Chhattisgarh State as well as matters pertaining to rules and regulations stipulated by the Central / State Government Authorities and Local authorities etc.
- 4.0 Bidders (Tenderers) may obtain further information from the office of NMDC Steel Limited (NSL) at the following address;

HEAD OF THE DEPARTMENT (Contracts)

NMDC Steel Limited (NSL),

Contract Department,

BF & Sinter Plant Area office, 4th floor

P.O. Nagarnar Dist. Bastar,

Chhattisgarh - 494001

PH. NO. 8718880118

Email: nslcontracts@nmdc.co.in csn@nmdc.co.in pankajkumars@nmdc.co.in

- 5.0 The complete set of Bid documents can be viewed and downloaded from the following website links from 21.05.2025 to 31.05.2025;

NMDC Steel Limited:

<https://tenders.nmdc.co.in/nmdctender/>

Central Public Procurement Portal:

<https://eprocure.gov.in/epublish/app>

[GEM PORTAL](#)

[Bid number :](#)

The Bidder shall download the "Bidding document" available on the website in totality. It shall be the responsibility of the prospective bidders to ensure that the Bids have been submitted in the formats and as per the terms and

conditions prescribed in the bidding document. The documents placed in website along with this detailed Notice Inviting Tender (NIT) forms the complete bidding document. All the documents along with detailed NIT as placed in the website are final including clarification, drawings, corrigendum, addendum, pre-bid meetings, if any. On verification, at any time, whether the Bidder is successful or not, if any of the documents submitted by the Bidder including the documents downloaded from Employer's above-mentioned website / issued are found tampered/ altered / incomplete, they are liable for rejection, cancellation & termination of the Contract, debarring, **banning** etc. as per the rules of the Company. In case of any discrepancies between Tender documents downloaded from the website and the master copy available with NSL, the master copy shall be considered authentic and shall be binding on the Bidder. No claim on this account from the Bidders will be entertained.

On submission of bid, it will be presumed that the Bidder have gone through the entire bidding document including Corrigendum's / Amendments / clarifications available in the website which shall be binding on them.

- 6.0 EMD to be submitted by the bidder (MSE firms are exempted from submission of EMD and shall submit MSE certificate in lieu of EMD). Offers received without EMD shall be rejected.**

Bidder to submit EMD of Rs: 45100/- (Rupees Forty Five Thousand One Hundred only). Bidder can submit EMD through any of the following modes to NSL;

- (i) The intending bidders can submit Bank Guarantee towards EMD as per the pro-forma given at Annexure-2 to ITT. Bank Guarantee shall be submitted from any Indian Nationalized Bank/ Scheduled Commercial Bank including a foreign bank having a branch in India in favour of NMDC STEEL LIMITED (NSL). Bank Guarantee shall be kept valid for a period of Six (6) months from the due date of opening of tender.
- (ii) Bidders may also submit EMD through SBI collect online and may follow following link and procedure:
 - Open the web portal:
<https://www.onlinesbi.sbi/sbicollect/icollecthome.htm>
 - Click Check Box to proceed for payment "I have read and accepted the terms and conditions stated above"
 - Click "Proceed" Button.
 - Select State of Corporate/Institution * as "Chhattisgarh" and select Type of Corporate/Institution * as "PSU- PUBLIC SECTOR UNDERTAKING" and click "Go".



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- Select from PSU - PUBLIC SECTOR UNDERTAKING * name as “NATIONAL MINERAL DEVELOPMENT CORPORATION LIMITED” and Click “Submit”
- Select Payment Category * as “OUTSIDERS FOR NSL NAGARNAR”
- Bidder may fill up their relevant details as Name, Address, GST No., Contact person, Mobile no., Purpose (EMD/Tender Paper Cost/Security Deposit, Whichever is applicable as applicable), Amount (as per tender), Remarks.
- Bidder may also enter details such as Name, Date of Birth (For personal Banking)/Incorporation (For Corporate Banking) & Mobile Number. This is required to reprint the e-receipt/remittance (PAP) form, if need arises.
- Bidder may confirm the details and proceed for Payment.

(iii) Through EFT mode as per bank details mentioned below:

Beneficiary Name: NMDC Steel Limited, Nagarnar
A/C No.: 10460907509,
Bank: State Bank of India,
Branch Name: Nagarnar (CG)
IFS Code: SBIN0013655

NSL will not be responsible for incorrect/Wrong payment(s) made by the bidder and delay in transaction. Further, if EMD amount is not deposited by bidder within due date and time of submission of tender, the corresponding tender of non-exempted bidder(s) will be summarily rejected.

EMD BG(in original) is not deposited by Bidder within due date and time of submission of tender, the corresponding tender of non-exempted bidder(s) will be summarily rejected.

The copy of receipt(s) generated after successful payment of EMD to be uploaded with the tender Otherwise the corresponding tender of non-exempted bidder(s) will be rejected. The acceptance of the receipt is subject to verification.

The EMD shall be returned as per clause No.8 of ITT.

EMD EXEMPTION:

- As per latest GeM GTC 4.0 (Version 1.14), dtd- 31-01-2025, No EMD to be taken from exempt category of sellers even by way of specific clauses mentioned in ATC / STC by the Buyers. Such clauses which are against the GeM GTC, will be treated as null and void. Accordingly, EMD exemption as per GeM Guideline shall also be applicable.

- Micro and Small Enterprises (MSEs) who are holding valid Udyam Registration Certificate can claim EMD exemption and whose credentials are validated online through Udyam Registration website of Ministry of MSME and also through supporting document uploaded during bidding process and validated by the Buyer.
- In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all nontax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change.
- Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), holding valid Startup Recognition Certificate which is to be uploaded while bidding and claiming EMD exemption and to be validated by the Buyer. Bidder to ensure that turnover for any of the financial years has not exceeded beyond limits prescribed in the certificate / Start Up scheme of DPIIT.
- KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.
- Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited and holding valid Vendor Assessment or Vendor Assessment Exemption Report / confirmation (Seller to upload VA report / VAE confirmation to be validated by the Buyer).
- Sellers / Service Provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s).
- Sellers / Service Providers holding valid BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents to be validated by the buyer.
- Central / State PSUs.
- Seller / Service Provider registered with designated Agency / Authority as specified in the bid document by the Buyer - such bidder shall have to upload scanned copy of relevant valid registration document in place of Bid Security document while bidding.
- MSEs in India registered with appropriate authority as per latest notification shall be exempted from EMD payment provided they are registered for the item being quoted.
- Bidders seeking exemption from submission of EMD as per Govt. guidelines, shall submit the relevant documents/copy of the notification (latest).
- NSL Ltd will not be responsible for any delayed receipt of EMD caused by postal authorities/courier services and loss in transit.

7.0 Salient features of the bid:



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(i).	Tender No.	NSL(CONTRACTS)/CON/611/Survey at RMHS/2025/628 Dtd : 21.05.2025
(ii).	Name of the work	Providing Services for Site Survey of Raw Material & Other Semi-Finished Products Stockpiles for a Period of Two Years for 3.0 MTPA ISP at Nagarnar near Jagdalpur, Chhattisgarh State
(iii).	Scope of work	As per volume -2
(iv).	Pre-Qualification Criteria	Refer Clause No.8 of NIT
(v).	Integrity Pact	Not Applicable
(vi).	Viewing / Downloading of Tender Documents	<ul style="list-style-type: none"> Start date & Time: 21.05.2025 & time as per GeM Submission start Date & Time: 21.05.2025 & time as per GeM Close date & Time: 31.05.2025 & time as per GeM
(vii).	Submission of Tender / bid	Close date & Time: 31.05.2025 & time as per GeM
(viii).	Manner of Preparation of Tender	Refer Clause No.6 of ITT
(ix).	Manner of Submission of Tender	Refer Clause No. 7 of ITT
(x).	Purchase Preference	Applicable to MSE and Make in India as per extant guidelines
(xi).	Bid Security / EMD MSE firms are exempted from submission of EMD and shall submit MSE certificate in place of EMD (refer clause no.12 of NIT)	Refer clause no.6 of NIT
(xii).	Contract performance Guarantee	<p>Manner of submission of Contract Performance guarantee:</p> <ul style="list-style-type: none"> The successful tenderer whose tender has been accepted for award of work (herein after referred to as the contractor /consultant/ expert agency or any other nomenclature as per contract), is required to deposit CPG for an amount equivalent to 5% of the value of the work as awarded. <p>Contract performance Guarantee (CPG) in the form of EFT / Bank Guarantee (BG) from a Nationalized Indian Bank/</p>



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		<p>Scheduled commercial bank Including a foreign bank having a branch in India shall be submitted by the contractor within 30 days from the effective date of Contract unless otherwise agreed to in the contract. The guarantee shall be valid till the expiry of the guarantee period/ defect liability period, as applicable, plus three months.</p> <ul style="list-style-type: none"> • In addition to CPG, amount @ 5% of each running bill will be withheld as a Security Deposit (SD)/ retention money until final acceptance by the employer and submission of all completed documentation (if any) as per the contract. • Contract performance Guarantee (CPG) shall be for due and faithful performance of the contract in accordance with the terms and conditions specified in the tender documents.
(xiii).	Pre-Bid Clarification	<p>Bidders seeking clarifications on the Bid document / Tender document shall write to nslcontracts@nmdc.co.in or csn@nmdc.co.in before 7 days of submission of bid.</p> <p>Clarifications including amendment/ corrigenda if any, issued prior to submission of bids shall form part of bid documents.</p> <p>Clarifications including amendment/ corrigenda if any, issued prior to submission of bids would be uploaded in GeM Portal besides NMDC's website www.nmdc.co.in and Central Public Procurement (CPP) portal www.eprocure.gov.in for the purpose of downloading by all the prospective bidders. All such clarifications shall form part of bid documents.</p> <p>The prospective e bidders have to</p>

		check the website(s) for any amendment/ corrigenda/clarifications periodically. All prospective bidders are presumed to have examined all amendments/corrigenda/clarifications published on the website and have submitted their bids accordingly. In case any queries remain unreplied, it shall be construed that in respect of those queries, the respective stipulations of the bidding documents shall continue to apply and/or no new stipulations are made with respect to those queries.
(xiv).	Opening of Bids	Bids shall be opened on 31.05.2025 & time as per GeM (refer clause no. 7 of ITT)
(xv).	Evaluation of Offer	Refer Instruction to tenderers (ITT)
(xvi).	Effective date of contract	The Effective Date of Contract shall be date of Letter of award of contract (LAC)/Work Order(WO). However, User department shall communicate the mobilization date in writing to the party following the awarding of the LAC/WO, in accordance with the site requirements and suitability.
(xvii).	Time of completion	2 Years from the effective date of Contract which may further be extended for another one year on mutual consent basis.
(xviii).	Validity of Bid	90 days from the due date of submission of Bid including extensions, if any.
(xix).	Reverse Auction	Applicable as per GeM guidelines
(xx).	Estimated Bid Value	45,09,405/-

8.0 Pre-Qualification Criteria (Eligibility Criteria):

Eligibility Requirement:

Bidder should fulfil the **Technical and Financial eligibility requirements** in totality as detailed below:



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Bids shall be submitted by a sole bidder only. Bid from consortium / associate / JV is not allowed.

A. Technical requirement:

Bidder(s)/Firm(s) proposal will be accepted from the potential bidders positioned in India who must have previously executed the 'similar works' in any Government Organizations / Public Sector Undertakings (PSUs) / Public Limited Companies during the last 3 (Three) years prior to the date of issue of NIT

Similar work: Survey of raw materials using DGPS instrument

Note:

1. The above shall be supported by relevant documentary evidence such as a notarized copy of the work(s) order / contract(s), completion certificate and performance certificate of previous work(s) executed by them mentioning name, address, and contact telephone numbers of issuing authority as per Annexure-5 of ITT
2. For any work undertaken by bidder as sub-contractor in any project, bidder shall submit direct certification from the principal client to the sub-contractor or indirect certification from principal client to main contractor & main contractor to sub-contractor, in order to authenticate the process of transfer of credentials and the actual performance / completeness of the work.
3. In case of work done for private organizations, TDS certificate from client should also be provided, as proof of payment.
4. During evaluation of eligibility criteria, NSL reserves the right to ask the Bidders for clarification only related to shortfall information of the pre-existed works in the offer, submitted at the time of tender opening.
5. No New credentials other than those works submitted at the time of tender opening will be considered for evaluation of eligibility criteria.
6. NSL reserves the right to verify the documents / inspect the works done by the bidder.
7. Employer reserves its right to verify the documents/information submitted or inspect the referred projects / installations. The tenderer shall arrange necessary permission from the owner of the referred projects / installations and facilitate such inspection by Employer without any cost to Employer.

B. Financial requirement:



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a) Average Annual Turnover:

The average annual financial Turnover of the bidder for the last three consecutive financial years should be at least **INR 6.76 Lacs**.

Notes:

- Gross turnover shall be considered for eligibility purpose
- Audited Annual Reports including Profit and Loss statements for the last three consecutive financial years shall be submitted by the bidder in support of their financial credentials.
- In case of not submitting the above and average annual turnover of all the three years are not available. The turnovers of available years will be added and divided by 3 to arrive at average annual turnover for 3 years.

b) No Default by the Bidder:

The Bidder should not be in default to any banker/financial institution as per the audited annual report for the immediately preceding Financial Year. The Bidder shall submit the audited annual report for the immediately preceding Financial Year. However, the firms who do not have audited Annual Report, certificate in this regard shall be obtained from Statutory Auditor/ Cost Auditor and copy of the same shall be submitted.

c) Net Worth:

The net-worth of the bidder (single entity) should be positive in each of the three previous years as per the audited financial statements and Net worth means the sum total of the paid-up Share Capital and Free Reserves.

Free Reserves means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.

d) Working capital:

The working capital (current assets minus current liabilities) of the bidder (single entity) shall be at least **INR 5.64 Lacs**.

Notes:

- For calculating the working capital, current assets and current liabilities will be considered as classified in the audited balance sheet of the year immediately preceding the date of issue of tender.



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- In case current assets and / or current liabilities are not classified separately in audited Balance Sheet, a certificate from Statutory Auditor carrying out the Statutory Audit, for current assets and / or current liabilities, as the case may be, clearly defining the items considered for the same, should be enclosed. However, trade payables shall be a part of current liabilities.

General term for Financial PQC

(a) In case of non-availability of Audited Annual Reports for any genuine reasons, as an alternative, with reasoned proof, the bidder may submit Certified Annual Turnover for last three (3) consecutive financial years from a statutory auditor / cost auditor, duly notarized, in support of their financial credentials, in lieu of the Annual Reports in the following cases:

- Where the value of tender is above ₹10 Crores
- Where the bidding entity is a company governed by Companies Act and registered with Register of Companies
- Where Statutory Audit is mandated for the bidding entity under any other act.

Certification by Practicing Chartered Accountant / Cost Accountant for the cases where none of the above conditions are applicable, may be accepted.

(b) In case of bidder not having audited reports then bidder can submit certificate from Chartered accountant / statutory auditor / cost accountant for value of works less than Rs 10 Crores and from Statutory auditor / cost accountant for value of works above Rs 10 Crores certifying the working capital.

(c) In case the tenders are having the bid closing date up to 30th September or any extended deadline as per related Government circular/guideline of the relevant Financial Year and audited financial results of the immediately preceding Financial Year are not available, the Bidder has an option to submit the audited financial results of the 3 years immediately prior to that. Wherever the closing date of the bid is after 30th September of the relevant Financial Year, Bidder has to compulsorily submit the audited financial results for the immediate 3 preceding financial years

(d) The bidder's financial evaluation vis-à-vis the requirement as stipulated above shall be done on the basis of duly printed Annual Report for the immediately preceding three (3) years submitted by the bidder along with the bid. Further, standalone Audited Annual Financial Statement of the bidder shall be forming part of the Annual Report.

(e) Annual financial Turnover of entities participating in the tender on their own strength only shall be considered and not their related entities like holding company, parent company, subsidiaries or group companies etc. i.e., bidder shall be independent legal entities and shall have its own independent financial accounting systems as per laws of the country.

Additional Conditions:

- 1) The bidders shall submit all the required documents to establish their qualification as stipulated in the tender. The bidder's qualification will be decided based on the documents submitted by the bidders along with the techno-commercial offers and subsequent clarification / confirmations.
- 2) The bidder shall submit all the requisite supporting documents to meet the eligibility requirements of the tender. In case of any shortfall in the submitted documents, the bid is liable for rejection.
- 3) The offers of the tenderers not meeting the pre-qualifying requirements shall be rejected and no correspondence whatsoever shall be entertained.
- 4) Past Performance:

Even if an applicant meets the eligibility criteria and PQC, he / she shall be subject to disqualification if he or any of the constituent partners is found to have:

- a. Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements
- b. Records of poor performance during the **last fifteen years**, as on the date of application, such as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion, consistent history of litigation resulting in awards against the contractor or any of the constituents, or financial failure due to bankruptcy, and so on. The rescission of a contract of venture JV on account of reasons other than non- performance, such as the most experienced partner (major partner) of JV pulling out
- c. On account of currency of debarment by any Government agency.

- 9.0** 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. Each Tenderer 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 Tenderer's participation to be disqualified.

With respect to "Each Tenderer shall submit only one bid" the bidder shall also refer GeM GTC Clause No. 29 (One Bid per Bidder) which states the following;



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One Bid per Bidder:

A Bidder shall submit only one bid in a particular bidding process (unless otherwise allowed in the bid STC / ATC conditions).

In case of a holding company having more than one independent manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions shall apply to closely related sister companies. Bidder's sister/ Associated/ Allied concern(s) participating or applying against the same tender, shall lead to disqualification of Bidders. Sister / Associated / Allied concern means a company, society, partnership firm or proprietorship firm having one or more common persons as Director / Partner/ Member/ Owner. A Bidder who submits more than one bid will cause all the proposals submitted in the particular bid to be disqualified. In relation to the above, a person will include firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies / any other legal entity, as the case may be, & will be deemed to have submitted multiple bids in a particular bid if a person bids in any of the two formats given below:

- i. individual or proprietorship format and/or
- ii. a partnership or association of persons format and/or
- iii. a company format

Whereby,

- A company shall for this purpose include any artificial person whether constituted under the Indian laws or of any other country.
- A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
- A person shall be deemed to have bid in a company format if the person holds:
 - i. More than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or
 - ii. Is a director and / or Key Managerial Personnel of the company which has submitted a bid, or
 - iii. Holds more than 10% (ten percent) of voting share capital in and/or is a director and / or Key Managerial Personnel of a holding company of that company which has submitted the bid.

By making a bid pursuant to the Tender Documents, the bidder / tenderer shall be deemed to have declared that the bidder / tenderer has not made any other bid or multiple bids as understood or deemed in terms of this clause.

All the bids of a bidder who has submitted multiple bids, as per the clause, shall be rejected and Bid Security for all such bids shall be forfeited, not by way of penalty or liquidated damages but by way of reimbursement of the



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pre-estimated costs likely to be incurred by the buyer towards bidding process and in the scrutiny & evaluation of bids.
In addition to the above, bidders found to be in contravention to the said clause will be liable for administrative actions.

10.0 The Employer reserves the right to accept or reject any bid or to annul the Bidding process and reject all bids at any time prior to award of the Contract without assigning any reason whatsoever and without thereby incurring any liability whatsoever to the affected Tenderer(s). Mere submission of tender document shall not mean fulfilment of requirements of eligibility of the Tenderer(s).

11.0 Following benefits will be extended to Micro and Small Enterprises units (MSE) as per guidelines for Public Procurement Policy for MSEs Order, 2012 for goods or services registered with NSIC/DIC/UAM;

- (i) Exemption from payment of Earnest Money Deposit (EMD)
- (ii) MSEs quoting price within price band L-1 + 15%, where L1 is someone other than MSE, shall be considered for awarding subject to lowering of price by MSEs to L-1 price.

Note: In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all nontax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change.

Central Government Departments / PSUs will not be granted any price preference.

In case of MSE bidder resiles from his offer during the validity period of offer or after placement of order then such MSE will not be allowed to participate in tenders floated by NMDC for a period of 2 years. Such default by MSE's shall be brought to notice of Ministry of MSME for suitable action.

12.0 Purchase Preference as per declared Local Content is applicable as per Public Procurement (Preference to Make in India, Order 2017 dated 16.09.2020, (Refer Annexure-14 to ITT). Bidder to indicate Percentage of Local supply items / services offered as per Annexure - 15 to ITT.

Note: The evaluation of offers among MSE firms, Class-I Local supplier, Class-II Local supplier & Non-local supplier will be as under;

Definitions;

MSE - Micro and Small Enterprise

C1 - 'Class-I Local Supplier'

C2 - Class-II Local Supplier'

NL - 'Non-Local Supplier'

L1 - First Lowest bid

L2 - Second Lowest bid

(a) Price matching by L2MSE (Provided L1 is not MSE firm)

L2 MSE firm, subject to L2 MSE firm price is within the price band of L1+15% and matches L1 firm price. If L2 MSE firm does not match the L1 price, then next higher MSE firm within the price band of L1+15% shall be invited to match the L1 price and so on. In case no MSE firm matches then the quantity shall be ordered on L1 firm.

(b) Price matching by L2 MSE-C1 firm (Provided L1 is not MSE firm and also not MSE C1 firm)

L2 MSE C1 firm subject to L2 MSE C1 Firm price is within the price band of L1+20% and matches L1 firm price. If L2MSE C1 firm does not match the L1 price, then next higher MSE C1 firm within the price band of L1+20% shall be invited to match the L1 price and so on. In case no MSE and C1 firm matches then the quantity shall be ordered on L1 firm.

(c) Price matching by L2 C1 Firm (Provided L1 is not C1 firm)

L2 C1 firm subject to L2 C1 firm price is within the price band of L1+20% and matches L1 firm price. If L2 C1 firm does not match the L1 price, then the next higher C1 firm within the price band of L1+20% shall be invited to match the L1 price and so on. In case, no C1 firm matches then the quantity shall be ordered on L1 firm.

(d) Other scenarios for award of work (on matching price of L1);

- | | |
|---------------------------------|---------------------------------------|
| (1) L1 MSE & C1: L2 C1 | - will be awarded to L1 MSE & C1 firm |
| (2) L1 MSE & C2: L2 C1 | - will be awarded to L1 MSE & C2 firm |
| (3) L1 MSE & C1: L2 C2 | - will be awarded to L1 MSE & C1 firm |
| (4) L1 MSE & C2: L2 C2 | - will be awarded to L1 MSE & C2 firm |
| (5) L1 MSE & C1: L2MSE & C1 | - will be awarded to L1 MSE & C1 firm |
| (6) L1 C1: L2 MSE & C1 | - will be awarded to L2 MSE & C1 firm |
| (7) L1 C1: L2 MSE & C1 & L3 C1 | -will be awarded to L2 MSE & C1 firm |
| (8) L1 C2: L2 MSE & C1 | - will be awarded to L2 MSE & C1 firm |
| (9) L1 C2: L2 MSE & C2 | - will be awarded to L2 MSE & C2 firm |
| (10) L1 C2: L2 C1 | - will be awarded to L2 C1 firm |
| (11) L1 C2: L2 MSE & C1 & L3 C1 | - will be awarded to L2 MSE & C1 firm |



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(12) L1 C2: L2 MSE & C2 & L3 C1- will be awarded to L2 MSE & C2 firm

Any other combination will be as per prevailing GOI guidelines.

As per the Public Procurement Policy, Govt. of India, in case of any Micro/Small Enterprise (MSE) bids, the price preference / distribution shall be as per Govt. guidelines stipulated for MSEs.

13.0 The Tender Documents are non-transferable and shall be used by the tenderer who have been issued the tender document by the Employer.

14.0 There will be no post Tender Price Negotiation except with L-1 (i.e. the lowest evaluated responsive Bid), if required.

15.0 Policy on Banning of Business Dealings with Agencies

Policy on Banning of Business Dealings with Agencies, which covers both suspension and banning of business dealings with the Agency that commits fraud and/or transgression in the dealings with NSL. The Policy is on the NMDC website, www.nmdc.co.in

The Grounds for Banning of Business Dealings and the Banning Period as per the Policy given at Annexure - 9 to ITT.

16.0 The stipulations mentioned in the NIT, shall amend and/or supplement the provisions in the ITT. Whenever there is a conflict, the provisions in the NIT shall prevail over those in the ITT.

17.0 This Notice Inviting Tender will form part of the Tender document.

**For and on Behalf of NMDC Steel Limited (NSL)
HOD (Contracts)**

INSTRUCTIONS TO TENDERERS (ITT)

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Pro-form Annexures as enclosed:

S. No.	Annexure no.	Details
1	Annexure-1	Letter of undertaking.
2	Annexure-2	Bank Guarantee towards Bid Security / EMD
3	Annexure-3	Void
4	Annexure-4	Information about the Tenderer
5	Annexure-5	Details of work done as per eligibility requirements
6	Annexure-6	Deviations to tender clauses
7	Annexure-7	Pro-forma for Performance Bank Guarantee
8	Annexure-8	Form of extension of BG
9	Annexure-9	NSL Policy on Banning of Business Dealings with Agencies
10	Annexure-10	Letter of Undertaking Towards PF code
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13	Annexure-13	Certificate regarding compliance - restrictions under Rule 144(XI) of GFR, 2017
14	Annexure-14	Public Procurement (Preference to Make in India), order 2017 - revision
15	Annexure-15	Declaration of Local content.

1. Cost of Bidding

The Tenderer shall bear all costs associated with the preparation and submission of its bid, and the Employer (NSL) will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

2. Bidding (Tender) Documents

2.1 The Facilities required, bidding procedures, Contract terms and technical requirements are prescribed in the Bidding Documents. The Bidding Documents include the following sections:

Volume - I:

- (i) Notice Inviting Tender (NIT)
- (ii) Instructions to Tenderers (ITT) with Annexure 1 - 15

S. No.	Annexure no.	Details
1	Annexure-1	Letter of undertaking.
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15	Annexure-15	Declaration of Local content.

- (iii) Scope & Special Condition of Contracts
- (iv) General Conditions of Contract (GCC)
- (v) Safety code for Contractors and General Terms & Conditions

3. Clarification of Bidding Documents

- 3.1 The Tenderer (also called as 'Bidder') is required to carefully examine the Bidding Documents, terms & conditions and other details relating to work given in the Bidding Documents and fully acquaint himself as to all conditions and matters which may in any way affect the work or the cost thereof. Tenderer is deemed to have known the scope, nature and magnitude of the work and the requirements of materials, labour involved, site conditions etc. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Tenderer's risk and may result in rejection of such bids.
- 3.2 A Tenderer requiring any clarification on the Bidding Documents may notify NMDC steel limited in writing or e-mail at the mailing address indicated in the Notice Inviting Tender (NIT). The owner will respond in writing to any request for clarification or modification of the Bidding Documents that it receives no later than seven (7) days prior to the deadline for submission of bids prescribed by the Employer. Written copies of the owner response will be mailed for information to the bidders.
- 3.3 The Tenderer shall be deemed to have visited and examined the site where the work are to be carried out and its surroundings and obtained for itself on its own responsibility all information, the nature & details of existing structures, if any, and also as to the nature & conditions of Railways, roads, bridges & culverts, means of transport & communications, whether by land, water or air and as to possible interruptions thereto and access and egress from the site, to have made independent enquiries, examined storms data, prevailing winds, climatic conditions and all other similar matters which may affect the work, that may be necessary for preparing the bid and entering into a Contract for Transportation Work. The costs of visiting the site shall be at the Tenderer's own expense.
- 3.4 The Tenderer and any of its personnel or representative will be granted permission by the Employer to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Tenderer, its personnel and representative will release and indemnify the Employer and its representatives from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

- 3.5 The Tenderer shall be deemed to have acquainted itself of Government taxes, duties, laws, statute, regulations, levies and other charges relating to services to be rendered.
- 3.6 Any neglect or omission or failure on the part of the Tenderer in obtaining necessary and reliable information as stated above or on any other matter affecting the Tenderer, *will* not relieve the Tenderer from any risk or liability or the entire responsibility for completion of the work in accordance with the Bidding Documents.

Any clarification issued prior to submission of Bids *will* be put on the Employer's web site. Tenderers shall submit their bids accordingly.

4. Amendment of Bidding Documents

- 4.1 At any time, prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Tenderer, amend the Bidding Documents.
- 4.2 The amendment will be to bidders and will be binding on them. Tenderers are required to immediately acknowledge receipt of any such amendment, failing which it will be assumed that the information contained therein will have been taken into account by the Tenderer in their bid.
- 4.3 In order to afford prospective Tenderers reasonable time to take the amendment into account in preparing their bid, the Employer may, at its discretion, extend the deadline for the submission of bids in which case, the Employer will extended deadline and will be posted in websites.

5. Language of Bid

The bid prepared by the Tenderer and all correspondence & documents related to the bid exchanged by the Tenderer and the Employer, shall be written in the English language. Bid submitted in any other language is liable to be rejected

In case any printed literature/ any documents furnished by the Tenderer, is written in another language, it must be accompanied by a translation of its pertinent passages in the English language, duly authenticated/ certified by a notary/ local chamber of commerce/ any legal authority of the Tenderer's

country/ authorized representative of Indian Embassy/ consulate in Tenderer's country and for the purposes of interpretation of the bid, such translation shall govern. However, the Bidder shall be responsible for the accuracy and completeness of such translation provided by him.

6. Manner of Preparation of Bid

The following documents shall comprise the offer of the Bidder and shall be uploaded in GEM - Portal.

Part - 1 shall consists following documents;

- 6.1 Letter of Undertaking: This shall be submitted in the prescribed pro-forma as per Annexure -1 to ITT.
- 6.2 Earnest Money Deposit (EMD) to be submitted as per clause no.6 of NIT.
- 6.3 Void
- 6.4 Full information about the Tenderer: This shall be furnished in the prescribed pro-forma as per Annexure - 4 to the ITT, including details regarding financial soundness of the Tenderer etc.
- 6.5 A power of attorney, duly authenticated by a Notary Public, indicating that the person (s) signing the bid have the authority to sign the bid and thus that the bid is binding upon the Tenderer during the full period of its validity.
- 6.6 Copy of Permanent Account Number (PAN) issued by IT department
- 6.7 Bidder should submit a copy of valid PF code number duly allotted by any RPFC. In case the bidder does not possess valid PF code number, then the bidder has to give an undertaking (as per pro-forma given as Annexure - 10 to ITT) on a non-judicial stamp paper 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, he shall obtain PF code number.
- 6.8 Bidder to submit Copy of GST registration certificate.
- 6.9 Bidder to submit copy of cancelled cheque / bank account details in order to facilitate payments through e-payment mode.
- 6.10 Machinery and Tools & Tackles to be mobilized by the bidder as per Annexure - 11.
- 6.11 Declaration by the Tenderer in his letter head that the firm is not blacklisted by any Govt./PSU body.
- 6.12 The Tenderer must declare in his letter head that whether the Proprietor or any Partner of the firm or Director of their Company as the case may be, has any relation



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with any employee working in NSL. If yes, then the details of employee and their relationship are to be furnished.

- 6.13 Statements of Exceptions and Deviations taken from the tender conditions: This shall be furnished in the prescribed pro-forma as per Annexure - 6 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.
- 6.14 Bidder to indicate Percentage of Local supply items / services offered as per Annexure - 15 to ITT in line with Preference to Make in India, Order 2017 dated 04.06.2020.
- 6.15 Rule 144 (xi) of the General Financial Rules (GFRS), 2017. For details refer Annexure - 12 to NIT Bidder to submit Self-certification regarding, compliance as per Rule 144 (xi) of the General Financial Rules (GFRS), 2017 as per Annexure-13 of ITT. Bidder to upload valid registration by the Competent Authority, if any.
- 6.16 Amendments/corrigenda/Addenda etc. for the work, if any, issued by the OWNER, duly signed by the Tenderer.
- 6.17 Any other information the Tenderer desires to furnish in connection with this tender.
- 6.18 Bidder to quote price on GeM portal and upload the price break-up as price schedule given in Annexure to Appendix -1 of Form of Contract Agreement.

7.0 Manner of Submission of Tender

- 7.1 All the documents as mentioned at clause no.6 of ITT shall be prepared by typing or printing with indelible black ink on white paper in sequentially numbered pages and shall be uploaded in GEM Portal
- 7.2 Sealing and Marking of Bids: Tender shall be submitted in two (2) parts - Part-I, and Part-II. Part I cover shall include all the documents listed under clause no.6.1 to 6.17 and Part - II cover shall include duly filled price offer.

7.3 IMPORTANT NOTE:

The tenderer has to upload the tender in GEM Portal, However Hard copies of EMD BG is to be submitted in sealed cover duly super scribing the "PART - I", and mentioning tender No., name of the work, due date of submission and name and address of the tenderer on the envelope and the same shall be submitted at the address given below before the due date and time of opening of online tender. In case of non-receipt of hard copies before due date and time of opening of online tender, the online tender submitted shall be considered as non-responsive and their bid shall be summarily rejected.



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HEAD OF THE DEPARTMENT (Contracts)

NMDC Steel Limited (NSL),

Contract Department,

BF & Sinter Plant Area office, 4th floor

P.O. Nagarnar Dist. Bastar,

Chhattisgarh - 494001

Email: nslcontracts@nmdc.co.in csn@nmdc.co.in

8. **Bid Security - EMD/ Bid Security** as specified in NIT shall accompany in the tender as tender guarantee. **The EMD / Bid Security will be forfeited if,**
 - 8.1 The Tenderer modifies or withdraws his offer after due date and time of submission of the bid.
 - 8.2 The Tenderer resiles from his offer during the validity period.
 - 8.3 The tender is revoked during its validity period by the Tenderer.
 - 8.4 The validity of the BG is not extended / not kept valid for a period of 90 days beyond the extended validity of the offer.
 - 8.5 The successful Tenderer fails to submit the BG towards the Contract Performance Guarantee (Security Deposit) within the period specified.
 - 8.6 The Bid Security shall be made payable without any condition to the Owner 'On Demand'. The Bid Security shall be valid for a period of 90 days beyond the validity of the tender offer, i.e. 180 days 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 90 days 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.
 - 8.7 In consideration of the Owner considering the Tender for purpose of award, the Tenderer shall keep his Tender valid for a period of 90 days from the due date of opening of Part-I 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 90 days or varies it during the validity period then the Owner shall be entitled to forfeit the Bid Security amount without any notice or proof of damages etc.
 - 8.8 In case the Tenderer is requested to extend the validity of the offer along with extension of validity of BG towards EMD, the Tenderer may refuse the request in writing. In such a case the Tenderer's offer will be rejected and



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the Bid Security submitted by the Tenderer shall be returned within 15 (fifteen) days on Tenderers request.

- 8.9 The Bid Security shall be returned within 15 (Fifteen) days to those Tenderers whose offers do not meet the eligibility requirements or whose offers are not found techno commercially acceptable after scrutiny.
- 8.10 The Bid Security 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.
- 8.11 The Bid Security of the successful Tenderer to whom the contract is awarded shall be returned after the said Tenderer provides the Contract Performance Guarantee.
- 8.12 If the successful Tenderer fails to submit Contract Performance Guarantee as specified within 30 days from the effective date of Contract, then the Bid Security amount will be forfeited by the Owner, without any notice or proof of damages etc.
- 8.13 No interest will be payable by NMDC Steel Limited on the Bid Security.

9. Period of Validity of Bid

Bids shall remain valid for 180 days from the due date of opening of Bid and accordingly Tenderer shall submit Letter of undertaking as per Annexure - 1 to ITT. A bid valid for a shorter period shall be rejected by the Employer as being non-responsive.

If required, the Employer may request the Tenderer to extend the bid validity period. The request and responses thereto shall be made in writing. If a tenderer accepts to extend the period of validity of bid, the BG submitted towards EMD will also be extended for a further period of 90 days 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. A Tenderer may refuse the request without forfeiture of his EMD. The tenderer accepting such request shall not modify their bid on their own.

10. Deadline for Submission of Bids

10.1 Bids must be received as specified in NIT and no later than the time and date (deadline) stated in the NIT.

10.2 The Employer may, at its discretion, extend this deadline for submission of bids by amending the bidding documents in accordance with ITT, in which case all rights and obligations of Employer and Tenderers will thereafter be subject to such extended deadline.

11. Late Bids

Submission of bids after the deadline prescribed by the Employer in the NIT, will not be accepted and their bid shall be returned unopened.

12. Modification and Withdrawal of Bids

12.1 The Tenderer may modify or withdraw its bid before due date & time of submission of bid as per guidelines of GeM.

12.2 No bid shall be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal of a bid during this interval will result in the forfeiture of bid security.

12.3 Bids together with any modification specified under the clause shall be considered as 'the' bid of the Bidder at the time of opening of the bid.

13. Preliminary Examination of Bids

13.1 The Employer will examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or other criteria specified in the Bidding Documents will be rejected by the Employer and not included for further consideration.

13.2 Prior to the detailed evaluation, the Employer will determine whether each bid is of acceptable quality, is complete and is substantially responsive to the bidding documents. For purpose of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without deviations, objections, conditionality or reservations.

13.3 In particular, bids with deviations from, objections to or reservations about any one or more of following critical provisions that the Tenderer is not prepared to withdraw may be rejected by the Employer as being non-responsive;

- (i). Bid Security
- (ii). Settlement of Disputes
- (iii). Performance Bank Guarantee
- (iv). Taxes and Duties
- (v). Limitation of Liability
- (vi). Loss of or Damage to Property; Accident or Injury to Workers; Indemnification
- (vii). Negligence
- (viii). Force Majeure
- (ix). Termination

14. Technical & Commercial Evaluation of Bid

The Employer will carry out a detailed evaluation of the bids previously determined during preliminary examination of bids, to be substantially responsive, in order to determine whether the technical & commercial aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Employer will examine and compare the technical and commercial aspects of the bids on the basis of the information supplied by the Tenderers and other requirements in the Bidding Documents, taking into account the following factors:

- (a). Overall completeness and compliance with the scope of work and meeting the prescribed eligibility criteria.
- (b). Acceptance of specified criteria
- (c). Any other relevant technical factors, if any, or that the Employer deems necessary or prudent to take into consideration.
- (d). Overall completeness and compliance with the commercial bid and any deviations to the commercial and Contractual provisions stipulated in the Bidding Documents.

15. Qualification

To ascertain Tenderers capabilities as per NIT, the Tenderer may be asked to submit further clarification / confirmation by Employer so as to ensure satisfactory performance of the Contract.

16. Clarification of Bids and Review of Tenderers' Proposed Deviations & Alternative Solutions.

16.1 NSL may conduct clarification meetings with each or any Tenderer to clarify any aspects of its bid that require explanation at this stage of

the evaluation. During these meetings, the Employer may bring to the attention of the Tenderer any matters, technical or otherwise, where for whatever reason, it requires clarification / details about the bid, to be provided to the bid. All such amendments or changes required by the Employer will be listed in the Record Notes of discussions documenting the clarification meeting entitled “Changes Required Pursuant to Evaluation of the Employer” and will be formally notified to the Tenderer as part of the invitation to submit the Updated Bid.

16.2 The Employer will advise the Tenderer of any exceptions or deviations in the bid, that are to be withdrawn in the Updated Bid, and of such exceptions or deviations that the Employer finds acceptable.

17. Invitation to Submit Updated Bid

As per gem guidelines

18. Price bid opening - The price bids of the techno-commercially qualified bidder shall be opened. The date and time of opening of price bids shall be informed to such qualified bidders at a later date.

19. Evaluation of Price bids -

19.1 Arithmetic errors will be rectified on the following basis;

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, or between sub totals and the total price, the unit price or subtotal price (as the case may be) shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of errors, its bid will be rejected.

19.2 The following criteria will be used in the evaluation:

- (a). The Taxes and Duties as mentioned in clause no.10.0 of GCC, if any, which are to be borne by the Employer shall be added to the quoted basic price. However, Goods and Service Tax thereon, if eligible for ITC shall be included for evaluation and comparison of bids.
- (b). Total Quoted Price of Bidder shall include all applicable taxes, duties & levies including Goods and Service Tax at applicable rates prevailing 7 (seven) days before date of submission of Original Price Bids or Updated Price Bid, whichever is later.

However, Goods and Service Tax rate and amount shall be indicated separately as per GST Act, rules and notifications made thereunder.



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- (c). Price evaluation shall be done for the complete scope as per Technical Specification.
- (d). Bid containing rates quoted for unit of quantities other than as specified may render the bid liable for rejection.

20. Award Criteria

Subsequent to evaluation of offers, the Employer through **Letter of Award (LAC)** will award the Contract to the successful Tenderer, whose bid has been determined to be substantially responsive.

21. Employer's Right to accept Any Bid and to Reject Any or All Bids

The Employer reserves the right to accept or reject any bid (Original or Updated bid), and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of grounds for the Employer's such action.

22. Signing of Contract Agreement

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. **No separate contract agreement will be executed.**

23. Contract Performance Guarantee-

23.1 Contract Performance Guarantee shall be as bellow;

Manner of submission of Contract Performance Guarantee;

- A. The successful tenderer whose tender has been accepted for award of work (herein after referred to as the contractor /consultant/ expert agency or any other nomenclature as per contract), is required to deposit CPG for an amount equivalent to 5% of the value of the work as awarded.

Contract performance Guarantee (CPG) in the form of EFT / Bank Guarantee (BG) from a Nationalized Indian Bank/Scheduled commercial bank Including a foreign bank having a branch in India shall be submitted by the contractor within 30 days from the effective date of Contract unless otherwise agreed to in the contract. The guarantee shall be valid till the expiry of the guarantee period/ defect liability period, as applicable, plus three months.

B. In addition to CPG, amount @ 5% of each running bill will be withheld as a Security Deposit (SD)/ retention money until final acceptance by the employer and submission of all completed documentation (if any) as per the contract.

23.2 Contract performance Guarantee (CPG) shall be for due and faithful performance of the contract in accordance with the terms and conditions specified in the tender documents.

23.3 The Contact performance guarantee deposited by the contractor shall be returned/refunded to the contractor on demand, after the expiry of the defect liability period/expiry of the guarantee period or on payment of the amount of the final bill in accordance with relevant clauses of the contract, whichever is later, provided NMDC is satisfied that there is no demand outstanding against the contractor.

24. Void

25.0 GENERAL

25.1 Disqualification of Bidder:

Even if a Bidder meets all the Eligibility Criteria and all other technical and commercial requirements, he is liable to be disqualified, without prejudice to Employer's rights to take legal actions as per applicable law, if he has made untrue or false representations in the forms, statements, translations and enclosures submitted in proof of eligibility and qualification requirements, and/or made any misrepresentation of facts in order to influence the tendering process and its outcome.

25.2 There shall be no post tender negotiations. However, in exceptional cases negotiations with successful bidder may be held by the Employer.

26.0 Reverse auction

As per GEM conditions Reverse auction is applicable.

RA Qualification rule : H1 highest price Bid elimination.

H1 Bidder also allowed in reverse auction AS PER GEM GUIDLINES



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ANNEXURE-1

PROFORMA OF LETTER OF UNDERTAKING (LOU)

(To be submitted by the Tenderer along with the tender in Company's Letter head)

Tenderer's Ref. No.:

Dtd :

To,
NMDC Steel Limited (NSL),
P.O. Nagarnar Dist. Bastar,
Chhattisgarh - 494001
Email: nslcontracts@nmdc.co.in

Dear Sirs,

1. We have read and examined the following Tender documents relating to “Providing Services for Site Survey of Raw Material & Other Semi-Finished Products Stockpiles for a Period of Two Years for 3.0 MTPA ISP at Nagarnar near Jagdalpur, Chhattisgarh State”.
 - (i). Notice Inviting Tender (NIT)
 - (ii). Instruction to Tenderer (ITT) with Annexure
 - (iii). Special Conditions of Contract
 - (iv). Form of Contract Agreement with Appendices
 - (v). General Conditions of Contract
 - (vi). Safety Code for Contractors with Annexures
 - (vii). Integrity Pact
 - (viii). Technical Specifications
 - (ix). Any other documents (specify) including addenda / Corrigenda, if any.
2. Having examined the bidding documents, including addenda (if any), the receipt of which is hereby acknowledged, we, the undersigned, offer the above-named Facilities in full conformity with the said bidding documents for the sum as may be determined in accordance with the terms and conditions of the Contract. **We hereby submit our tender as per terms of NIT and other documents.**
3. We further undertake, if invited to do so by you, and at our own cost, to attend a clarification meeting at a place of your choice, for the purpose of reviewing our Bid and duly noting all amendments and additions thereto and noting omissions there from that you may require.



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4. We undertake, if our bid is accepted for award of contract, we commence execution of work of within the stated timelines of the tender / contract.
5. If 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 our Tender valid initially for a period of Ninety (90) days from the due date of opening of tender. We hereby further undertake that I/We shall not vary/alter or revoke my/our Tender during the said period or extended period, if any.
7. We also submit herewith the prescribed EMD. NSL 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.
8. Should this Tender be accepted, We also agree to abide by and fulfil all the terms, conditions and provisions of the above mentioned tender documents.
9. We hereby confirm that before submission of this bid, We have visited the site / fully acquainted with site and with local conditions and factors for execution of the works covered under these bid documents and that we shall have no claims against NSL 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. We understand that you are not bound to accept 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.

Signature along with Seal of Co.

.....

(Of the person duly authorised to sign the Tender)

Name -

Designation -

Name of Co. -

(In block letters)



Providing Services for Site Survey of Raw Material & Other Semi-Finished Products Stockpiles for a Period of Two Years for 3.0 MTPA ISP at Nagarnar near Jagdalpur, Chhattisgarh State

Date & Postal Address -

.....

.....

.....

WITNESS

Signature -

Telegraphic Address: -

Date -

Name & Address -

.....

.....

Telephone No. -

* Strike out whichever is not applicable



**PROFORMA FOR BANK GUARANTEE IN LIEU OF
EARNEST MONEY DEPOSIT**

(to be submitted on Non-judicial stamp paper of value not less than Rs.100/-)

_____ Bank Ltd.

B.G. No. _____

A/c of (Name & Address of Bidder) - _____
Limit of liability - Rs./ _____
Date of expiry - _____

Ref: Tender Notice No. _____ dt. _____

For (Name of work) _____ -

Subject: **Earnest Money Deposit**

To,
NMDC Steel Limited (NSL),
P.O. Nagarnar Dist. Bastar,
Chhattisgarh - 494001
Email: nslcontracts@nmdc.co.in

Dear Sirs,

In consideration of the NMDC Steel Limited (NSL), (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 Tender 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. Ltd. (hereinafter referred to as "the said Bank"), a company under the companies Act. 2013 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



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pay the amount claimed by the Company on demand and without demur to the extent aforesaid.

2. We _____ Bank Ltd. do hereby undertake to pay the amount due and payable under the guarantee without any demur, reservation, protest and notwithstanding 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 Ltd. 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 Ltd. 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 Ltd. 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.



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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 unrealized.
7. We _____ Bank Ltd. 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.
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

For _____ Bank Ltd.

Signature _____

Seal

Witness

Dated.....day of20

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.

ANNEXURE - 3

VOID



Providing Services for Site Survey of Raw Material & Other Semi-Finished Products Stockpiles for a Period of Two Years for 3.0 MTPA ISP at Nagarnar near Jagdalpur, Chhattisgarh State

ANNEXURE - 4

INFORMATION ABOUT THE BIDDER

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 Following document(s) are enclosed:
2	Power of Attorney of signatory of tender	Enclosed /Not enclosed
3	Information regarding tenderer's registration under Micro and Small Enterprises units (MSE) as per guidelines for Public Procurement Policy for MSEs Order, 2012 for goods or services registered with NSIC/DIC/UAM	
a	Whether the tenderer holds a valid registration under Micro and Small Enterprises units (MSE) as per guidelines for Public Procurement Policy for MSEs Order, 2012 for goods or services registered with NSIC/DIC/UAM	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
6	Details of signatory to tender for correspondence / communication :	
	Name & Designation :	
	Telephone No :	
	Fax No :	
	E-mail ID :	



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7	Account details of the tenderer for facilitating e-payment: <i>(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)</i>	
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/Compositions)	



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ANNEXURE - 5

DETAILS OF SIMILAR WORKS DONE AS PER ELIGIBILITY CRITERIA DURING THE PAST 03 YEARS

Bidder:

Sl. No.	Full postal address including telephone nos. Fax nos. of the client.	Name of work	Date of commencement	Scheduled date of completion as per Contract	Date of actual completion	Value of entire work as executed

(SUPPORTING DOCUMENTS SHALL BE NOTARIZED)



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ANNEXURE - 6

STATEMENT OF EXCEPTIONS & DEVIATIONS

Sl. No.	Clause No.	Clause as per Tender Document	Clause as proposed by the Tenderer	Remarks

Signature of the Tenderer with date and seal

Note: (i) Deviations indicated at other than the prescribed place i.e. Other than Annexure-6, shall not be considered and shall be ignored.

(ii) If there are no deviations then Annexure - 6 has to be submitted by indicating 'NIL' deviation



ANNEXURE - 7

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

(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 Steel Limited (NSL),
P.O. Nagarnar Dist. Bastar,
Chhattisgarh - 494001
Email: nslcontracts@nmdc.co.in*

Dear Sirs,

In consideration of the NMDC Steel Ltd, (herein after referred to as the `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 Employer's Letter of Award of Contract no. dated.....for "..... 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 5 % (five percent) of the said value of the contract to the owner i.e. Rs(Rupeesonly).

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 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 Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and Contractor or any dispute pending before any court, tribunal or any other authority. The Bank undertakes not to revoke this guarantee



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during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall continue to be enforceable till the Employer discharges this guarantee.

The 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 Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the Employer right, 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 Employer and contractor or any other course of or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the 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 Employer or any other indulgence shown by the 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 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 Employer 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 (not exceeding one year), as may be desired by M/s. _____ whose behalf this guarantee has been given.

Dated this _____ day of _____ 200 at _____.

WITNESS

Signature

Signature -----

(Name)

(Bank's Rubber Stamp)

(Name) -----



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Official address

Designation with Bank stamp

Attorney as per power of Attorney

No. -----

Dated -----

While issuing the Bank Guarantee against CPG 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.



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ANNEXURE - 8

FORM OF EXTENSION OF BANK GUARANTEE
(On non-judicial stamp paper of value not less than Rs 100/-)

Ref. No. _____ Date : _____

To
NMDC Steel Limited (NSL),
P.O. Nagarnar Dist. Bastar,
Chhattisgarh - 494001
Email: nslcontracts@nmdc.co.in

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

ANNEXURE - 9

NSL Policy on Banning of Business Dealings with Agencies

NSL has introduced Policy on Banning of Business Dealings with Agencies, which covers both suspension and banning of business dealings with the Agency that commits fraud and/or transgression in the dealings with NSL. The Policy is on the NMDC website, www.nmdc.co.in

The Grounds for Banning of Business Dealings and the Banning Period as per the Policy are given below:

GROUND FOR BANNING BUSINESS DEALINGS

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.

- a) Security considerations, including questions of loyalty of the Agency to the State
- b) 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 NSL during the last five years.
- c) 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.
- d) The Agency's repeated refusal to return / refund the dues to NSL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law.
- e) The Agency employs an employee who was dismissed removed by NSL for an offence involving corruption or abetment of such an offence.
- f) The banning of business dealings with the Agency by the Government or any other public sector enterprise.
- g) The Agency restored to corrupt or fraudulent practices that may include misrepresentation of facts and / or fudging / forging / tampering of documents.

[Note: Cases where mistakes do not have implication on the eligibility of the bidder in terms of PQC, i.e. an ineligible bidder does not become eligible or vice versa, such cases shall not fall within the ambit of the Banning policy.]



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- h) The Agency used intimidation / threatening or brings undue outside pressure on NMDC / its official in relation to a Business Dealing.
- i) The Agency resorts to repeated and / or deliberate use of delay tactics in complying with contractual stipulations.
- j) Wilful act of the Agency to supply sub-standard material irrespective of whether pre-dispatch inspection was carried out by NSL or not
- k) The findings of CVO/CBI/Police about the Agency's involvement in fraud and / or transgressions in relation to the Business Dealings with NSL
- l) Established litigant nature of the Agency to derive undue benefit'
- m) Continued poor performance of the Agency in at least three preceding contracts with NSL
- n) The Agency misuses the premises or facilities of NSL and / or forcefully occupies tampers or damages NSL's properties including land, water resources, forests / trees, etc.
- o) False allegation on NSL officials by the Agency if found proved by an Investigating or by the Independent External Monitor including any Government agency like CVC / CVO / CBI / Police etc.

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.



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Annexure - 10

Letter of Undertaking towards PF code
(Applicable to bidders 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 are not possessing a valid Provident Fund 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 a copy of the valid PF code number allotted to us.

Signature of the bidder with seal



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Annexure - 11

List of Machineries and Tools & Tackles to be Mobilized

Signature of the bidder with seal

ANNEXURE - 12

Restrictions under Rule 144 (XI) of the General Financial Rules (GFRS), 2017

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.

For this Tender, Public Procurement No.1 dated 23.07.2020, Public Procurement No.2 dated 23.07.2020 & Public Procurement No.3 dated 24.07.2020 issued by Department of Expenditure, Public Procurement Division and subsequent orders issued by the Nodal Ministry shall be applicable even if issued after issue of the NIT but before finalization of contract/ PO/WO against this NIT. Tenderers are requested to go through the above mentioned order.

The following requirements need to be met by the bidder for participating in the tender.

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. However the above mentioned circular - Public Procurement No.1 dated 23.07.2020 issued by Department of Expenditure, Public Procurement Division will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects as per circular no F.No.S/18/2019-PPD, Order (Public Procurement No. 2) dated 23-072020 issued by Department of Expenditure, Public Procurement Division.

- i. "Bidder" (including the term 'tenderer', 'vendor' or 'service provider', 'Know-how supplier', 'Technology provider', 'Licensor' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- ii. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or

- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- iii. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.



Providing Services for Site Survey of Raw Material & Other Semi-Finished Products Stockpiles for a Period of Two Years for 3.0 MTPA ISP at Nagarnar near Jagdalpur, Chhattisgarh State

- iv. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- v. **The Bidder has to submit certificate as per proforma attached as Annexure - 13 to ITT.**



ANNEXURE-13

CERTIFICATE REGARDING COMPLIANCE

I have read the Order (Public Procurement No.1) dated 23.07.2020 issued by Department of Expenditure, Public Procurement Division and subsequent orders issued by the Nodal Ministry. In terms of the requirement of the aforesaid order, we hereby certify that:

- (a) *I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country ~~or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Copy of valid registration by the Competent Authority shall be attached.]~~
- (b) *I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on subcontracting to contractors from such countries; I hereby certify that this bidder is not from such a country ~~or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all the requirements in this regard and is eligible to be considered. [Copy of valid registration by the Competent Authority shall be attached.]~~

Yours truly,

Date

Signature:

Place

Name:

.....

Designation:

.....

Name of Bidder:

.....

Seal.....

* **Strikeout / remove strike out as applicable.**



Providing Services for Site Survey of Raw Material & Other Semi-Finished Products Stockpiles for a Period of Two Years for 3.0 MTPA ISP at Nagarnar near Jagdalpur, Chhattisgarh State

ANNEXURE - 14

No. P-45021/2/2017-PP (BE-II)
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Udyog Bhawan, New Delhi
Dated: 16th September, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017– Revision; regarding.

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019 and Order No.P-45021/2/2017-B.E.-II dated 04.06.2020, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' dated 16.09.2020 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

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'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

3. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

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3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

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(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

3B. Applicability in tenders where contract is to be awarded to multiple bidders -
In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.

b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.

c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher

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percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/'Class-II local supplier' respectively.

6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
 - a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
 - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
 - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
 - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

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- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
- The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
 - Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
 - Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
- d. Reciprocity Clause**
- When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

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- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
 - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
 - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
 - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.
- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

10A. Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. Assessment of supply base by Nodal Ministries: The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

12. Increase in minimum local content: The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

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13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

14. **Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or
- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

16. **Standing Committee:** A standing committee is hereby constituted with the following membership:

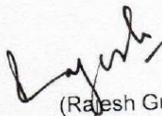
Secretary, Department for Promotion of Industry and Internal Trade—Chairman
Secretary, Commerce—Member
Secretary, Ministry of Electronics and Information Technology—Member
Joint Secretary (Public Procurement), Department of Expenditure—Member
Joint Secretary (DPIIT)—Member-Convenor

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The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee
- shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
 - shall annually assess and periodically monitor compliance with this Order
 - shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
 - may require furnishing of details or returns regarding compliance with this Order and related matters
 - may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
 - may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
 - may consider any other issue relating to this Order which may arise.
18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.
19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.


(Rajesh Gupta)
Director
Tel: 23063211
rajesh.gupta66@gov.in



DECLARATION ON LOCAL CONTENT

Self-certification on Local Content

We have read the provisions of Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019,04.06.2020,16.09.2020 and subsequent orders/revisions/amendments issued by the respective Nodal Ministry. In terms of the requirement of the aforesaid provisions, we hereby declare the following:

1.0 We confirm that we are a Class-I Local Supplier / Class-II Local Supplier, and the local content included in the work is min. ____% of our total offered price for complete scope of work for Tender Enquiry No NSL(CONTRACTS)/CON/611/Survey at RMHS/2025/628 Dtd : 21.05.2025.

2.0 Further, we hereby confirm the following:

(i)	Whether the bidder is presently debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP-MII Order) dated 15.06.2017 issued by Department of Industrial Policy and Promotion (DIPP) and its subsequent orders/amendments/revisions.	Yes / No
-----	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------

3.0 I/We agree to furnish any information as a proof of the above to your satisfaction as and when required.

Date

Place

Signature of the tenderer

Seal.....

Name of Bidder

***strike out whichever is not applicable**



Providing Services for Site Survey of Raw Material & Other Semi-Finished Products Stockpiles for a Period of Two Years for 3.0 MTPA ISP at Nagarnar near Jagdalpur, Chhattisgarh State

Annexure - 16

DETAILS OF TURNOVER

Sl. No	Period	Turn over (in Rs.)	Remarks
1	FY 20...		
2	FY 20...		
3	FY 20...		
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



Providing Services for Site Survey of Raw Material & Other Semi-Finished Products Stockpiles for a Period of Two Years for 3.0 MTPA ISP at Nagarnar near Jagdalpur, Chhattisgarh State

SCOPE AND SPECIAL CONDITIONS OF CONTRACT:

1. INTRODUCTION

NMDC Limited has set up 3 MTPA Integrated Steel Plant at village Nagarnar of Bastar District, Chhattisgarh herein after named as NMDC Steel Limited (NSL). Raw Material Handling System (RMHS) which has been set up is intended to feed various raw material like coal, Iron ore, Ore fines, lime and dolo etc. to various departments/units like coke oven, sinter plant, blast furnace, LDCP and SMS. For this, RMHS receives these raw materials and stores in different stockyards.

Total 10 No's stock yards are designated for storing the raw materials and the dimensional details of these stockyards are as below.

1. Each Coal Stock Yard (5 No's yards) Dimensions: Length = 400 Meters, Width = 40 Meters
2. Each Ore & Flux Yard (5 No's yards) Dimensions: Length = 320 Meters, Width = 40 Meters

The height of above stockpiles will vary and same shall be up to 10 meters (max.).

In addition to the above stockyards of raw materials there are other stockpiles/stockyards of semi-finished products such as coke, product sinter, sinter mix material, pig iron, etc also available in different locations within the plant premises.

1. Total bottom surface area of the 5 no's coal stock yards = $400 \times 40 \times 5 = 80,000$ SQ. MTRS.
2. Total bottom surface area of the 5 no's ore & flux stock yards = $320 \times 40 \times 5 = 64,000$ SQ. MTRS.
3. Total bottom surface area of the 10 no's stock yards of raw materials = $80,000 + 64,000 = 1,44,000$ SQ. MTRS.
4. Total bottom surface area of other semi-finished products lying in different locations = 1,50,000 SQ. METERS (approx.)
5. Total bottom surface area of all the material stockpiles = $144,000 + 150,000 = 2,94,000$ SQ. MTRS (approx.)

The subject contract work is to carry out the site survey of the above stockpiles/stockyards on monthly basis or as per our requirement and to calculate & provide the volume of the raw materials & other semi-finished product materials. The above stockpiles may be in an irregular & uneven shape/profile as many of these stockpiles will be under continuous running/usage condition.

2. Contractor's Scope of Work:

1. Survey of the raw materials & semi-finished product materials to be present in the above stockyards/stockpiles or as per the requirement depends on the availability of raw materials.



Providing Services for Site Survey of Raw Material & Other Semi-Finished Products Stockpiles for a Period of Two Years for 3.0 MTPA ISP at Nagarnar near Jagdalpur, Chhattisgarh State

2. Site survey shall be carried out using the DGPS (Digital Global Positioning System) instrument.
3. DGPS instrument to be used shall be in proper working condition and shall have a valid calibration certificate.
4. Measurement of the above stockpiles shall be done through the survey and volume of these stockpiles shall be derived (may be using plotting software or any other method) from the measured/recorded site survey points using the DGPS instrument.
5. Detailed report along with the contour/profile mapping photos of the surveyed stockpiles shall be submitted within 05 days of completion of the survey work.
6. Site survey of stockpiles shall be carried out on monthly basis or as per the requirement and 07 days prior intimation shall be given to the agency by NSL to carry out the site survey work as per the requirement.
7. Maximum total bottom surface area of the stockyards/stockpiles to be surveyed on monthly basis during the contract period of 02 years is 70,56,000 SQ. METERS (i.e., 24 X 2,94,000 SQ. METERS).
8. Tenderer may visit the site and understand the scope of work before submitting the tender

3. Duration of Contract Work:

The duration of contract period shall be two (02) years from the date of issuance of work order by NSL and the contract period may be extended further for a period of 01 year on mutual consent with the same terms & conditions, if necessary.

Furthermore, the contract may be terminated at any point during its duration, provided that a notice of one (01) month is given to the contractor in advance.

4. Contractor's Scope of supply and responsibility:

1. Competent surveyor along with the assistant / supporting manpower (at least one person) as required should be deployed by the agency to carry out the site survey work.
2. All the tools/measuring instruments such as DGPS and/or any other things required for surveying shall be in the scope of the contractor.
3. Supply of ISI marked Safety appliances/Personal protective equipment for contractor's manpower and provision of First Aid facilities is in contractor's scope.
4. Accommodation and conveyance of the deployed manpower is the responsibility of the contractor.

5. LIQUIDATED DAMAGES (LD)

In case the CONTRACTOR fails to deploy their survey team at site within the stipulated time duration i.e., 07 days from the date of intimation, contractor shall be liable to pay to the OWNER, as liquidated damages and not as a penalty, a sum at the



Providing Services for Site Survey of Raw Material & Other Semi-Finished Products Stockpiles for a Period of Two Years for 3.0 MTPA ISP at Nagarnar near Jagdalpur, Chhattisgarh State

rate of 0.5 % (point five percent) of the total contract value of the work (as amended/executed, excluding taxes) for every one week or part there of delay which shall be elapsed between the scheduled time & actual time of commencement of work at site, PROVIDED always that the total amount of such liquidated damages for delay to be paid under this condition shall not exceed 5% (five percent) of the total contract value (as amended/executed). Applicable GST on liquidated damages will be charged extra.

6. **Defect Liability Period / Warranty Period:** Nil.

7. **Contract Price:**

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of: [amount of local currency in words], [amount in figures], or such other sums as may be determined in accordance with the terms and conditions of the Contract.

8. **GST Compliance Terms:**

- (a). Supply of goods or services or both covered under this 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 intrastate supplies or IGST + Compensation cess, if any in case of interstate supplies and imports in their price bid along with the rate applicable unless notified as exempted.
- (b). The tenderer shall mention in the Invoice, their GST registration Number (GSTIN), 2 digit or 4 digit HSN code (as applicable) along with description of goods as per Goods and Service Tax Act, Rules and Notifications made there under for the items listed in the price schedule of the tender.
- (c). 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.
- (d). Tenderers must submit a copy of certificate of registration, i.e., GST REG - 06.
- (e). Tenderers who opted for composition levy under GST, shall submit a copy of the intimation filed in Form 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.
- (f). Tenderer opting for composition scheme shall not quote any taxes under GST and such bids would invariably be evaluated without taxes under GST.
- (g). The Composition tenderer shall submit "Bill of Supply" with the terms mentioned in bill of supply as "Composition taxable person, not eligible to collect tax on Supplies" for the supplies made by him.
- (h). At the time of evaluation of offers of the registered Tenderer, 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.

- (i). 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, if the same are notified under RCM. For this 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.
- (j). In case of overseas supplier, Basic Customs duty (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.
- (k). GST TDS shall be deducted at 2% or any other rate as may be amended from time to time on the goods or services procured by the bidder at the time of making payment. This will be deducted by the owner and the same will be deposited to the Government as per the timelines prescribed. GST TDS certificate can be downloaded by the tenderer for claiming credit of the same.
- (l). 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.

Other GST Compliance Related Terms:

- (m). Tenderer shall issue tax invoice indicating all the specified fields in the Tax invoice Rules as notified including HSN/SAC codes, GSTIN Number.
- (n). 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.
- (o). 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 the GST claimed in the Tax Invoice.
- (p). Whenever advance against supplies is received by the Tenderer, Tenderer shall issue receipt voucher and pay the applicable GST in the month of receipt.
- (q). Tenderer shall attend to all issues on reconciliation of invoices; mismatch reports etc. to the satisfaction of OWNER.
- (r). In case, the government notifies the activity covered in the contract for the purpose of TDS under GST Act, OWNER shall deduct TDS from the Tenderer



Providing Services for Site Survey of Raw Material & Other Semi-Finished Products Stockpiles for a Period of Two Years for 3.0 MTPA ISP at Nagarnar near Jagdalpur, Chhattisgarh State

bills and will issue necessary certificate to the Tenderer to claim credit of the same.

- (s). It is the responsibility of the Tenderer to determine the place of supply in terms of the place of supply rules.

Minimum Indicative Manpower to be deployed by the Contractor - refer Technical specifications for details of manpower:

9. TERMS OF PAYMENT

- 1 In accordance with the provisions of the contract, the Employer shall pay the contractor for the scope of services detailed under Scope of work & Technical Specification (TS), on the basis of the price given in the price schedule.

Payment shall be processed/released to the agency based on per SQ. METER of bottom surface area of the actual quantity of stockpiles to be surveyed by the contractor (agency) and certified by the site in-charge/engineer of client (NSL).

Payments shall be made in accordance with the Bill of Quantities (BOQ) for the executed work only.

- 2 Payment Terms shall be as follows:

- 1.1 Subject to any deductions that may be made as per the Contract, the Contractor shall be entitled to receive the contract price in the following manner as per the agreed rates. Payments shall be affected only after (i) Execution of the work order by both parties and (ii) Submission of Bank Guarantee as per clause no.23 of ITT towards Contract Performance.
- 1.2 **95%** of each running bill shall be paid to the contractor as per quoted rates. This payment to the contractor is subject to deduction of Liquidated damages, penalty and other deductions as per contract if any.
- 1.3 **5%** of each running bill shall be withheld as a security deposit (SD)/retention money until final acceptance by the employer and submission of all completed documentation (if any) as per the contract.
- 1.4 Taxes and duties shall be released along with payments on submission of requisite documents.
- 1.5 The Invoice for the services shall separately indicate the Goods and Service Tax claimed by the Contractor along with their relevant Goods and Service Tax Identification Number (GSTIN) obtained by the Contractor.
- 1.6 Void
- 1.7 Payment against the invoice cum bill shall be made after recovery of Liquidated Damages (LD) / penalty, if any.

3 Income Tax

Any Indian Income Tax which Employer may be required to deduct by law or statute, shall be deducted at the source under relevant Chapter of Income Tax Act and the same shall be paid to Income Tax Authorities on account of the Contractor. Employer shall provide the Contractor a certificate for such deduction of Tax. The Contractor shall indicate their Permanent Account Number with the relevant Income Tax Authority to Employer. Contractors shall maintain books of account and shall get the account audited as per relevant Section of Income Tax Act.

If the Contractor is exempted from the deduction /recovery of Income Tax, no such recovery shall be made by Employer. Contractor shall furnish valid exemption Certificate issued by Income Tax Department to this effect.

- 5 Goods and Services Tax payments shall be made at actuals against requisite documents i.e., invoice-wise; however, the Contractor's invoices shall bear their relevant Goods and services Tax Identification number.
- 6 Payment to Contractor shall be made on monthly basis. The Contractor shall raise monthly invoice in triplicate enclosing certificate from Engineer-in-charge for Monthly performance of work, Levy of LD & Penalty, if any. The Monthly bills shall be paid to Contractor subject to deductions of LD, if any and all other Statutory Deductions viz. Income Tax, Workmen's Compensation etc. if any shall be made from Contractor Bills as per Rules/Regulations/ Acts in force. GST TDS, if any will be deducted from the date of notification at applicable rate.
- 7 The contractor shall also submit any other document required by the employer in compliance with GST Act and rules made there under. In case, the contractor fails to submit the required document, the amount of GST paid on such jobs shall be recovered by Employer unless the Contractor furnishes proper justification.
- 8 The payment to the Contractor shall be released within thirty (30) days from the date of receipt of the complete and correct invoices & relevant documents.
- 9 All interim / progress payments shall be regarded as payments by way of advance against the final payment only and not as payment for work completed and shall not preclude defective / imperfect / incomplete Facilities / services to be removed / rectified. It will not be considered as an admission by the Employer of the due performance of the Contract, or any part thereof by the Contractor nor shall it preclude, determine or affect in any way the powers of the Employer under these conditions or in any way vary or affect the Contract.



Providing Services for Site Survey of Raw Material & Other Semi-Finished Products Stockpiles for a Period of Two Years for 3.0 MTPA ISP at Nagarnar near Jagdalpur, Chhattisgarh State

PRICE SCHEDULE (BOM/BOQ)

Name of the Bidder: -----				
Tender Enquiry No: NSL(CONTRACTS)/CON/611/Survey at RMHS/2025/628 Dtd : 21.05.2025				
Sl. No.	Description of Item / Work	UoM	Qty.	Unit Price i.e., Per 100 SQ. METER Price (Rs.)
1	Providing Services for Site Survey of Raw Material & Other Semi-Finished Products Stockpiles for a Period of Two Years for 3.0 MTPA ISP at Nagarnar near Jagdalpur, Chhattisgarh State	100 SQ. METER Bottom Surface Area of Stockpile	70,560 Units (1 Unit = 100 Sq. Meters)	
2	Total Basic Amount	70,560 X Unit Price		
3	GST Amount			
4	Total Amount (2+3)			

Note:

1.	The above price is strictly as per detailed scope of work mentioned in TS and is inclusive of all duties & taxes and GST and shall be considered for evaluation.
2.	Price shall be quoted strictly as per above format and any deviation there from will make the bid liable for rejection.

GENERAL CONDITIONS OF CONTRACT (GCC)

1 DEFINITIONS

The following words and expressions shall, unless repugnant to the context, have the meanings hereby assigned to them:

“Contract” means the Contract Agreement entered into between the Employer and the Contractor, together with the Contract Documents referred to therein; they shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.

“Contract Documents” means the documents of the Contract Agreement (including any amendments thereto).

“GCC” means the General Conditions of Contract hereof.

“SCC” means the Special Conditions of Contract.

“Technical Specifications/Contract Technical Specification” mean the technical specifications, schedules, detailed designs, statements of technical data, performance characteristics value and all other particulars of the Contract.

“GTS” means the General Technical Specifications.

“Day” means calendar day of the Gregorian Calendar.

“Month” means calendar month of the Gregorian Calendar.

“Employer / Owner” means NMDC STEEL LIMITED and includes the legal successors or permitted assigns of the Employer.

NSL means NMDC Iron & Steel Plant

“Engineer” / “Engineer-in-Charge” means the person appointed by the Employer in the manner and to perform the duties delegated by the Employer.

“Contractor” means the person(s) whose bid to perform the Contract has been accepted by the Employer and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor. In case the Contract is with Consortium of two or more members then the Contractor shall mean one or more members of Consortium as the case may be.

“Contractor’s Representative” means any person nominated by the Contractor and approved by the Employer in the manner provided herein to perform the duties delegated by the Contractor. For site work Contractor’s Representative shall also mean the representative of Sub-Contractors and Sub-Contractor’s Sub-Contractors.

“Sub-Contractor”, including vendors, means any person to whom execution of any part of the Facilities, including preparation of any design or supply of any Plant and Equipment, is sub-Contracted directly or indirectly by the Contractor, and includes its legal successors or permitted assigns.

“Contract Price” means the sum specified in Appendix-1 of the Form of Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

“Base Date” means the date of submission of bid / updated bid.

“Facilities”/ “Works” mean the work specified in the Technical Specification, BoQ including General Technical Specification (if any).

“Site” means the land and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site.

“Effective Date” of Contract: the Effective Date of Contract shall be the date of signing of Contract agreement or 30 days from date of Letter of award of contract (LAC), whichever is earlier.

“Contract Period” means the time specified for Operation & Maintenance Services.

“Tenderer/Bidder” shall mean a person/firm or company who submits his bid/offer in response to the Notice Inviting Tenders of the Employer and shall include his heirs, legal representatives, successors and permitted assignees.

“Consortium” is a person or a firm who has been retained by the Contractor to meet all obligations stipulated therein for performing part of the Contract as required by the Employer and shall include his heirs, legal representatives, successors and permitted assignees

“Inspector” / “Inspecting Engineer” shall mean any person or firm nominated by or on behalf of the Employer or his duly authorised agent to inspect equipment, materials, supplies or work under the Contract.

“OEM” means Original Equipment Manufacturer.

“NSL” means the NMDC STEEL LIMITED, having its registered office at Nagarnar, DIST: Bastar, Chhattisgarh, 494001

The "EIC" shall mean the Engineer-In-charge designated as such by NSL.

2 CONTRACT DOCUMENTS

Subject to Article 1.3 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

3 SCOPE OF WORK

In consideration of payments of Total Contract Price as specified in the Contract Agreement, subject to other provisions of the Contract, to be made by the Employer, the scope of the Contractor shall be, as included under the Contract and other documents referred and annexed thereto and Technical Specification.

Unless otherwise expressly limited and/or excluded elsewhere in the Contract from the scope, the Contractor’s scope under the Contract shall be including but not limited to as stipulated in the Technical Specification.

4 CONTRACT PERIOD

2 Years from the effective date of Contract which may further be extended for another one year on mutual consent basis.

5 EMPLOYER’S RESPONSIBILITIES

The Employer shall ensure the accuracy of important information and / or data to be supplied by the Employer, except when otherwise expressly stated in the Contract.

- 5.1 The Employer shall be responsible for acquiring and providing legal and physical possession of the Site and access thereto, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract, including all requisite rights of way. The Employer shall give full possession of and accord all rights of access thereto on or before the mutually agreed date(s).
- 5.2 If requested by the Contractor, the Employer shall use its best endeavours to assist the Contractor in obtaining in a timely and expeditious manner all permits, approvals and / or licenses necessary for the execution of the Contract from State or Central Government Authorities.

6 CONTRACTOR'S OBLIGATIONS

Unless expressly excluded and/ or limited elsewhere in the Contract, the Contractor shall discharge the responsibilities as specified herein below at no extra cost to the Employer in addition to such other obligations and responsibilities as have been specified elsewhere in this contract.

The contractor shall be deemed to have obtained independently on his own all necessary information and shall be deemed to have carefully examined all details relating to works as given in the contract including its scope, nature and magnitude, requirements of associated materials and services and shall be deemed to have fully acquainted himself as to all conditions and matters which may in any way affect the execution of works in accordance with the Contract and/or the cost associated therewith.

The employer shall assume no responsibility and/or liability whatsoever as may arise due to lack of inadequacy of such information no matter whatever be the defects, omissions or errors that may be found in the information / documents furnished by the Employer.

The Contractor shall be deemed to have acquainted himself with the Indian Income Tax Act, 1961, Indian Companies Act, 1956, Indian Electricity Act, Electricity Rules, Factories Act, Labour laws, Pollution Control Regulation and other acts & laws, rules and regulations as applicable in execution of works and prevalent in India, respective state(s) and at Project site and as amended from time to time.

The Contractor shall further confirm in all respects with the provisions of any such Statue, Ordinance or Law as aforesaid and the rules, regulations or by-law of any local or other duly constituted authority which may be applicable to the works or to any Temporary Works and with such rules and regulations of public bodies as aforesaid.

The Contractor shall keep the Employer indemnified against all penalties and liability of every kind for breach or non-compliance, by him including his sub-contractor(s), of any such Statue, Ordinance, law, Rule, Regulation or Bye-Law as aforesaid.

The Contractor shall provide sufficient fencing, notice boards and lights as may be considered necessary by the Employer / Consultant to protect and warn others. All materials used for providing these facilities shall be properties of the Employer. The Contractor shall take all precautions during execution, especially while excavation to avoid interference with or damage to underground works such as cables, drains, etc. whether shown in the drawing or not and provide all possible

protection to these works and in case they are damaged, rebuild/divert them at his own cost.

Materials brought to the site shall not be removed from the site without the written consent of the Employer. Any material brought to site and rejected by the Employer shall be removed by the Contractor from the site of work immediately at Contractor's expense.

The contractor shall be deemed to have visited the site and surroundings of the proposed work at his own Cost and satisfied himself with all aspects, nature and extent of work and / or any other factor, (e.g. availability of Labour, water, power, ground and sub-soil conditions, uncertainties of weather, general and local conditions etc.) which might influence his tender and shall be deemed to have verified and / or checked the data furnished by the EMPLOYER, if any.

The contractor shall be deemed to have satisfied himself as to the accessibility to site by roads and feasibility of taking materials and Equipment to the site of work, erection of their Equipment and suitability of site for the proposed work.

All the services shall be in conformity with accepted norms and best available engineering standards including Indian Standards and IPSS.

7 CONTRACT PRICE

As per Clause 7 of Scope and Special Conditions of Contract

8 TERMS OF PAYMENT

As per Clause 9 of Scope and Special Conditions of Contract

9 WORKS TO BE MEASURED

The Engineer shall, except as otherwise stated, ascertain and determine by measurement the value of work done under the Contract. He shall, when he requires any part or part of the Works to be measured, give notice to the Contractor's authorised agent or representative who shall forthwith attend or send a qualified agent to assist the Engineer or the Engineer's Representative in making such measurement and shall furnish all particulars required by Engineer. Should the Contractor not attend or neglect or omit to depute his representative during such measurements of Works or any part thereof then the measurement made by the Engineer or approved by him shall be taken to be the correct measurement of the work and binding on the Contractor.

In the event of any dispute or conflict with regard to the measurement of the work executed, the decision of the Employer shall be final and binding on the Contractor.

9.1 Deductions from Contract Price;

All costs, charges, damages or expenses which the Employer may have paid or incurred, shall be reimbursed by the Contractor to the Employer, if and to the extent to which the Contractor is liable under the Contract to pay, within (thirty) 30 days upon written request of the Employer, failing which such costs, charges, damages or expenses shall be deducted by the Employer from any money due or becoming due by him to the Contractor under the Contract or any other Contract, failing which, such amounts shall be considered as debt due from the Contractor to the Employer

and shall be recoverable accordingly including but not limited to, by way of forfeiture of the Bank Guarantee(s) submitted by the Contractor under the Contract.

10 TAXES & DUTIES

- 10.1 Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, his Sub-Contractors or their employees by Municipal, State or Central Government Authorities.
- 10.2 The Contract Price shall comprise basic price, any other duties, taxes and levies, prevailing on base date of the Contract. Goods and Service Tax thereon shall be payable extra at actuals against documentary evidence (Tax Invoice), however, rate and amount of the same shall be quoted by the bidder.
- 10.3 In no case the reimbursement towards duties and taxes, etc., shall exceed the amount indicated in Annexure to Appendix 1 towards duties, taxes, levies, etc. except for statutory variation in taxes and duties and/or imposition of new statutory taxes and duties occurring during contractual Time for Completion. However, Goods and Service Tax thereon shall be payable extra at actuals against documentary evidence (Tax Invoice) as mentioned above
- 10.4 Effect of variation in taxes and duties viz., Goods and service Tax (GST) thereon due to variation in quantities of the BOQ by the Employer shall be to the Employer's account.
- 10.5 GST TDS, if any, which Employer may be required to deduct by law/statute/regulation shall be deducted at source and shall be paid to the Government on account of the Contractor.
- 10.6 Any Indian Income Tax which Employer may be required to deduct by law or statute shall be deducted at the source and the same shall be paid to Income Tax Authorities on account of the Contractor. Employer shall provide the Contractor a certificate for such deduction of Tax. The Contractor shall indicate their Permanent Account Number with the relevant Income Tax Authority to Employer.
- 10.7 The Contractor shall bear and pay all the liabilities in respect of non-observance of all legal formalities as per various statutory provisions.

11 STATUTORY VARIATIONS IN TAXES & DUTIES

- 11.1 For the purpose of the Contract, it is agreed that the 'Contract Price' specified in the Contract Agreement is based on the taxes, duties, levies etc. and charges prevailing on Base date. If any rate of tax is increased or decreased, a new tax is introduced applicable for the Works/ facilities under the Contract, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of Contract, which was or will be assessed on the Contractor, Sub-Contractors in connection with performance of the Contract, an adjustment of the Contract Price shall be made by addition to the Contract Price or deduction thereof as the case may be, as appropriate in accordance with provisions of the Contract .
- 11.2 The adjustment in the Contract Price towards statutory variations in taxes due to increase in tax rates or enactment of new tax shall be applicable for the variations

in the taxes enacted within the scheduled date of the “Time for Completion” of the Contract.

For any upward variations in taxes enacted after the scheduled date of the “Time for Completion” the adjustment in the Contract Price shall not apply in case the reasons for delay are not attributable to the Employer notwithstanding extension to the “Time for Completion” is granted. However, if the completion of the Works/ facilities is delayed due to reasons attributable to the Employer and extension to the “Time for Completion” is granted, statutory variations in taxes and duties enacted after the scheduled date of the “Time for Completion”, the adjustment in the Contract Price shall be allowed up to the period within the extended “Time for Completion” of the Contract.

However, if the completion of Works/ facilities is delayed beyond scheduled date of the “Time for Completion” due to reasons attributable to both the parties, then the period for delay attributable to the Employer will be considered as initial delay and the price adjustment shall be applicable during this period as well.

Any increase/decrease in taxes and duties on account of statutory increase /decrease/fresh imposition of any duty or taxes which take place during the extended period (to the extent extension is for reasons attributable to the Employer) shall be admissible

- 11.3 It is further provided that, in case of abrogation of any existing tax or any downward statutory variation in any tax, the Contract Price shall be adjusted downwards irrespective of actual date of completion of Works/ facilities.
- 11.4 The adjustment in the Contract Price towards variation in the taxes shall be made by the Employer on production of the documentary evidences by the Contractor.

12 CONFIDENTIAL INFORMATION

- 12.1 The Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any document, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to his Sub-Contractor(s) such documents, data & other information it receives from the Employer to the extent required for Sub-Contractor(s) to perform his work under the Contract, in which event the Contractor shall obtain from such Sub-Contractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this clause.

The Employer shall not use such documents, data and other information received from the Contractor for any purpose other than the work.

13 REPRESENTATIVES

13.1 Engineer / Engineer-in-charge

If the Engineer is not named in the Contract, then within fourteen (14) days of the Effective Date, the Employer shall notify the Contractor in writing of the name of the Engineer. The Employer may from time to time appoint some other person as the Engineer in place of the person previously so appointed, and shall give a notice

of the name of such other person to the Contractor without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work or the Facilities. Such appointment shall only take effect upon receipt of such notice by the Contractor. The Engineer shall represent and act for the Employer at all times during the currency of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Engineer, except as herein otherwise provided.

13.2 Contractor's Representative

If the Contractor's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Contractor shall appoint the Contractor's Representative and shall request the Employer in writing to approve the person so appointed. If the Employer makes no objection to the appointment within fourteen (14) days, the Contractor's Representative shall be deemed to have been approved. If the Employer objects to the appointment within fourteen (14) days giving the reason therefore, then the Contractor shall appoint a replacement within fourteen (14) days of such objection.

The Contractor shall not revoke the appointment of the Contractor's Representative without the Employer's prior written consent, which shall not be unreasonably withheld. If the Employer consents thereto, the Contractor shall appoint some other person as the Contractor's Representative,

The Contractor's Representative shall represent and act for the Contractor at all times during the currency of the Contract and shall give to the Engineer all the Contractor's notices, instructions, information and all other communications under the Contract. All notices, instructions, information and all other communications given by the Employer or the Engineer to the Contractor under the Contract shall be given to the Contractor's Representative or, in his absence, his deputy, except as herein otherwise provided.

All notices, instructions, information and other communications given by the Contractor to the Employer under the Contract shall be given to the Engineer, except as herein otherwise provided.

The Contractor's Representative may, subject to the approval of the Employer (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation or revocation shall be subject to a prior notice signed by the Contractor's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Employer and the Engineer. Any act or exercise by any person of powers, functions and authorities so delegated to him, shall be deemed to be an act or exercise by the Contractor's Representative.

In the event any of the Contractor or his sub-contractors, personnel, agents, sub-agents, assistants or other employees shall be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or it is undesirable for any administrative reasons for such person to be deployed, the contractor, if so directed, shall immediately remove such person or persons from site. Any person or persons so removed shall not again be utilised in connection with this contract without the written permission of the Employer. Any

person so removed shall immediately be replaced by a qualified and competent substitute at the Contractor's cost and expenses. Should the Contractor be requested to repatriate any person he shall do so and shall bear all costs and charges in connection therewith.

14 CO-OPERATION WITH OTHER CONTRACTORS

The Contractor shall, upon written request from the Engineer, provide all relevant technical information to the other Contractors employed by the Employer on or near the Site for any associated facilities to enable the Employer to obtain the efficient & economical design of the associated facilities.

The Contractor shall, upon written request from the Engineer, give all reasonable opportunities for carrying out the work to any other Contractors employed by the Employer on or near the Site and shall co-ordinate with the other Contractors for any interface activity under his Scope of Facilities.

The Contractor shall also so arrange to perform his work as to minimise, to the extent possible, interference with the work of other Contractors. The Engineer shall determine the resolution of any difference or conflict that may arise between the Contractor & other Contractors in regard to their work.

The Contractor shall notify the Engineer promptly of any defects in the other Contractors' work that come to his notice, and that could affect the Contractor's work. The Engineer shall determine the corrective measures, if any, required to rectify the situation after inspection of the Facilities. Decisions made by the Engineer shall be binding on the Contractor.

15 WORK PROGRAM

15.1 Contractor's Organisation

The Contractor shall supply to the Employer a chart showing the proposed organisation to be established by the Contractor for carrying out work on the Facilities. The chart shall include the identities of the key personnel together with the curricula vitae of such key personnel to be deployed within twenty-one (21) days of the Effective Date of the Contract. The Contractor shall promptly inform the Employer in writing of any revision or alteration of such an organisation chart.

15.2 Program of Performance

Within three (3) weeks after the date of signing the Contract Agreement, the Contractor shall prepare and submit to the Engineer the Master PERT Network for the performance of the Contract, showing the sequence in which it proposes to perform the work

15.3 Progress Report

The Contractor shall monitor progress of all the activities specified in the program and submit to the Engineer a progress report along with Computerised Network Analysis Report every month.

The progress report shall be in a form acceptable to the Engineer and shall indicate: (a) percentage completion achieved compared with the planned percentage completion for each activity; and (b) where any activity is behind the program, giving comments and likely consequences and stating the corrective action being taken.

15.4 Progress of Performance

If at any time the Contractor's actual progress falls behind the program or it becomes apparent that it will so fall behind, the Contractor shall, at the request of the Engineer, prepare and submit to the Engineer a revised program, taking into account the prevailing circumstances, and shall notify the Engineer of the steps being taken to expedite progress so as to attain Completion of the Facilities within the Time for Completion any extension thereof entitled may otherwise be agreed upon between the Employer and the Contractor.

15.5 Work Procedures

The Contract shall be executed in accordance with the Contract Documents including Appendices to the Contract Agreement and Annexures hereof.

The Contractor may execute the Contract in accordance with his own standard project execution plans and procedures to the extent that they do not conflict with provisions contained in the Contract.

16 WATER

The Employer will supply water, for operation and maintenance activities free of charge. The Contractor shall make his own arrangements to lay and maintain necessary distribution lines at his own cost.

The Contractor shall ensure that there is no wastage of water. The Contractor will also be responsible for maintaining the taps, pipe lines, etc., in proper condition. The Contractor shall obtain prior approval of the Employer of Contractor's distribution scheme before laying the pipelines.

17 POWER

The Employer will supply 415V, 3-Phase four wire AC power, for operation and maintenance activities free of charge. The Contractor shall make his own arrangements to lay and maintain necessary distribution lines and wiring at his own cost.

The Contractor shall ensure that the electrical equipment employed by the Contractor will be such that the aggregate power factor does not fall below 0.8 at the Employer's terminal point.

The Contractor shall obtain Employer's prior approval of the locations of Contractor's fixed construction machinery and the points for tapping of electric supply, laying of distribution lines and wiring.

The Contractor will supply and install switches, fuse units of suitable rated capacity separately for power and lighting on a frame preferably of steel and provide rain water protection cover on the switches. The Contractor will supply and install distribution cables, wires and switches, etc., of rated capacity for the work starting from the source of power at his own cost. The installation will be made as per relevant rules and site locations which are to be finalised in consultation with the Employer.

Display of danger board signs in Hindi and English languages near switches is to be ensured by the Contractor.

The electrical installations for construction power shall conform to Indian Electricity Rules. The Contractor will get his installation inspected by the Assistant

Electrical Inspector of State Government and obtain a certificate for energisation of the installation.

The Contractor will employ Electricians having valid Electrical Licence for carrying out the installations as well as for maintenance.

The Contractor will provide proper facilities to the Employer or his authorised representative for inspecting his temporary electrical installation as and when required. The Contractor will immediately attend to the defects so pointed out during this inspection including replacement of faulty cables, switches etc.

The Contractor shall not effect any change in the temporary installation unless permission is obtained from the Employer or his authorised representative.

The Contractor shall be responsible for all damages, losses, etc., due to fire or otherwise if it is due to the Contractors negligence, improper installation, operation and / or maintenance of Contractors part of installations.

18 VOID

19 VOID

20 VOID

21 CONTRACTOR'S SUPERVISION

The Contractor shall give or provide all necessary superintendence during the installation of the Facilities, and the Contractor's Representative or his deputy shall be constantly on the Site to provide full-time superintendence of the installation. The Contractor shall provide and employ only such technical personnel who are skilled and experienced in their respective discipline and supervisory staff who are competent to adequately supervise the work at hand.

22 LABOUR & LABOUR RULES

The Contractor shall provide and employ on the Site in the installation of the Facilities such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution of the Contract.

The Contractor shall at all times during the progress of the Contract use his best endeavours to prevent any unlawful, riotous or disorderly conduct or behaviour by or amongst his employees & labour and labour of his Sub-Contractors / Vendors.

The Contractor shall, in all dealings with his labour and the labour of his Subcontractors employed on or connected with the Contract, pay due regard to the laws and regulations pertaining to the employment of labour.

In respect of all labour directly or indirectly employed on the works by the Contractor, the Contractor shall comply with and implement all the Provisions of the Contract Labour (Regulation and Abolition) Act 1970, or any amendment thereof, and all labour legislations and Rules of the State and / or Central Government or other local authority formed from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety of labour employed on the works and the Contractor shall be deemed to the Principal Employer for this purpose. The rules and other statutory obligations with regard to fair wages, welfare and safety measures, maintenance of register, etc., will be deemed to be part of the Contract. The Contractor will get himself registered with the concerned statutory authorities as provided in the Act and shall be directly

responsible of the authorities there under for compliance with the provisions thereof.

Contractor shall have to submit valid Contractor's License before commencement of Work as statutorily required.

23 PROVISION OF MINIMUM WAGES ACT AND PAYMENT OF WAGES

The Contractor shall comply with the provisions and procedures of State Government's minimum wages Act 1948 & State Government's Minimum Wages Fixation Act. 1962 and rules made there under in respect of all employees employed by the Contractor or his Sub-Contractor(s) directly or indirectly for the purpose of carrying out the works. The Contractor shall pay employees wages not less than the minimum rates of wages, if any, fixed by the State Government from time to time.

The Contractor shall make regular and prompt payment of wages to the labour engaged in the work and in no case shall the payment be delayed more than seven days following the period for which, the wages are due. The Contractor shall send a certificate to the Employer to this effect every month. If it is found that workers are not paid regularly, the Contract is liable to be terminated.

In respect of labour employed by the Contractor or his Sub-Contractor on the works the Contractor shall provide at his own cost reasonable amenities for securing proper working and living condition such as water supply, lavatories, bathing place, cleanliness, etc. Where a women labour is employed urinals, lavatories will be provided separately by the Contractor for female workers as well as crèches for the infant children of women labourers. Labourers engaged on hazardous jobs and occupations, will be provided with necessary safety appliances by the Contractor(s) free of charges.

The Contractor's / Sub-Contractor's establishment will be subject to inspection, investigation, etc., by the Employer or his representative for assuring proper and faithful compliance of the provisions of the Contract by the Contractor (so with regard to the implementations of labour laws & other matters anticipated herein). The Contractor / Sub-Contractors shall abide by the decisions and orders of the Employer with regard to any such matter and furnish if required, necessary compliance.

In the event of retrenchment of workers by the Contractor or Sub-Contractors employed by the Contractor during or after the completion of Facilities the retrenchment compensation and other benefits will be paid by the Contractor to the workers as per the Industrial Dispute Act and other laws.

If any money shall, as a result of any claim of application made under the said acts, be directed to be paid by the Employer, such money shall be deemed to be money payable to the Employer by the Contractor and / or failure by the Contractor to repay the Employer, and money paid by the Employer as aforesaid, latest within 30 days after the same shall have been demanded from the Contractor, the Employer shall be entitled to recover the same from any money due or accruing to the Contractor under this or any other Contract with the Employer, failing which such amount shall be considered as debt due from the Contractor to the Employer.

The Contractor shall comply with the provisions of by-partite and tripartite agreement entered into by the Employer from time to time with Labour Union and / or the circulars issued by the Employer regarding payment of minimum wages and benefits applicable.

The Contractor shall strictly comply the statutory rules and regulations in respect of working hours of female labourers at site.

24 REPORTING OF ACCIDENTS

The Contractor shall be responsible for the safety of his own and his Sub-Contractors' workmen and employees. All accidents at site are to be immediately reported to the concerned authorities. The Contractor shall be responsible for all such accidents. The guidelines for settlement of claims for compensation on accidents is given at clause no.78 hereof.

25 PROVISION OF WORKMEN'S COMPENSATION ACT AND OTHER LAWS

The Contractor shall be liable for in respect of any damages or compensation payable by law in respect of or in consequences of any accident or injury to any workmen or other person in the employment of the Contractor or any of his Sub-Contractors and the Contractor shall save harmless and shall indemnify and keep indemnified the Employer against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever, in respect thereof or in relation thereto. The Contractor shall at all times indemnify and keep indemnified the Employer against all claims for compensation under the provisions of the Workmen's Compensation Act 1923 (VIII of 1923) or any other law for the time being in forces by or in respect of any workmen employed by the Contractor or his Sub-Contractors / agencies in carrying out the Contract and against all costs and expenses or penalties incurred by the Employer in connection therewith. In every case in which by virtue of the provisions of Section-12, Sub-Section(1) of the Workmen's Compensation Act 1923, the Employer is obliged to pay compensation to a workmen employed by the Contractor or his Sub-Contractors / agencies, the amount of compensation so paid and without prejudice to the rights of the Employer, the Employer shall be at liberty to recover such amount or any part thereof from the security deposit or from the sums due or to become due to the Contractor (whether under this Contract or any other Contract).

The Employer shall not be bound to contest any claim made against him of the said Act, except on the written request of the same or his Sub-Contractors / agencies and upon their giving to the Employer full security for all costs for which the Employer might become liable in consequence of contesting such claims.

26 PAYMENT OF WAGES

The Contractor shall make regular and prompt payment of wages to the labour engaged in the work and in no case shall the payment be delayed more than seven days following the period for which the wages are due. The Contractor shall send a certificate to the Employer to this effect every month. If it is found that workers are not paid regularly, the Contract is liable to be terminated.

The Employer shall have the right to enquire into and decide against any complaint alleging that the wages paid by the Contractor to any labour for the work done by such labour is less than the wages paid for similar work in the neighbourhood.

As a number of Contractors may be working at the same time in the erection of different parts of the Works, there is need for pursuance of a co-ordinated policy in regard to employment, wages and other conditions of work. The Contractor shall consult the Employer on all such matters to arrive at mutually agreed settlements.

27 PROVISIONS OF APPRENTICES ACT

The Contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If Contractor fails to do so, his failure may be treated as breach of the Contract and the Employer may, in his discretion, terminate the Contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

28 LABOUR RETURNS

The Contractor shall, if required by the Employer, submit periodical statements of labour employed by the Contractor in the proforma prescribed by the Employer from time to time.

Contractor shall maintain all record/ register/ card such as

- a) Register of workmen employed by Contractor
- b) Employment card
- c) Muster Roll
- d) Register of wage cum muster roll
- e) Submission of Return

29 LABOUR CAMPS

The Contractor shall, at his own expense, make adequate arrangements for housing, electricity, road, supply of drinking water and provision of lavatories and urinals for his staff and labour, disposal of sewerage and sludge and for temporary crèche (bal mandir) where 50 or more women are employed at a time.

30 PRESERVATION OF PEACE

The Contractor shall take requisite precautions and use his best endeavour to prevent riotous or unlawful behaviours by, or amongst his workmen and / or others employed on the works, by the Contractor his Sub-Contractors and for the preservation of peace and protection of the inhabitants and security of the property in the neighbourhood of the works / site. In the event of the Employer requiring the maintenance of a special police force at or in the vicinity of the site during the tenure of the Contract in consequence of the riotous or unlawful behaviour by, or amongst the Contractor's or his Sub-Contractor's workmen and / others employed by the Contractor / Sub-Contractors, all expenses thereof and costs of all damages due to such riotous or unlawful behaviour shall be borne by the Contractor and if paid by the Employer, shall be recoverable from the Contractor from any money due or that may become due to the Contractor by the Employer.

31 SANITARY ARRANGEMENTS

The Contractor shall comply with all sanitary rules in force and carry out all sanitary measures and permit inspection of all sanitary arrangements at all reasonable times by the Employer and or Statutory Authorities.

32 INFECTIOUS DISEASES

The Contractor shall employ such persons as are found to be free of contagious diseases and shall produce if required by the Employer, certificate of fitness of all his employees working at site. The Contractor shall, if required by the Employer, subject all his employees to regular medical check up and produce satisfactory evidence of their being free from any contagious disease. The Contractor shall remove from his labour camp such labour and their families who refuse protective inoculations and vaccination when called upon to do so by any competent authority.

33 MEDICAL FACILITIES AT SITE

The Contractor shall provide medical facilities at the site as per rules in force in relation to the strength of the Contractor's staff and workmen deployed at site.

34 USE OF INTOXICANTS

The use or sale of ardent spirits or other intoxicating beverages, upon the works or in any of the building, boarding houses, Encampments or other tenements owned, occupied by or within the control of the Contractor or any of his employees or his Sub-Contractor is strictly forbidden and the Contractor shall secure strict compliance.

35 AGE LIMITS OF LABOUR

The Contractor shall not employ for the purpose of the work, any person below the age as his statutorily forbidden. The Employer shall have the right to refuse to allow any labour, whom the Employer considers to be under aged to be employed by the Contractor. The Contractor shall submit periodical statements of labour employed by the Contractor to the Employer.

36 PROVIDENT FUND & EMPLOYEE'S STATE INSURANCE (ESI)

The Contractor shall be solely responsible for deduction and contributions under the Employees Provident Fund and Family Pension Act, 1952 and the scheme made there under as amended from time to time. The Contractor shall be solely responsible for the maintenance of records for payment of contributions and submission of returns in accordance with the said act and scheme.

In case the Contractor fails to make payments under the above Act and the scheme made there under and as amended from time to time, the Employer reserves the right to make such payment on behalf of the Contractor on demand from the authorities under the Act and recover the same from the payments due to the Contractor. Further, the Contractor shall indemnify and keep indemnified the Employer against any loss or damage whatsoever that may be suffered by the Employer as a result of any claims, damages, penalties for any failure, non-compliance on his part with the provisions of the aforesaid Act and the scheme framed there under.

Employee's State Insurance (ESI)

In terms of Section 1(3) of Employee's State Insurance Act, the Central Govt. has vide notification No. S-38013/18/ 2001-SS DT. 8.8.2001 made the provisions of the act applicable to all factories covered under the ACT within the (area) J.L. No. under P.S. Accordingly, NSL ,....." falls within the purview of Sec.2 (12) of the Act. w.e.f. 01.09.2001.

In view of the above, the Contractor must register the names of the persons employed by him with the Employee's State Insurance Corporation and fulfill all

the obligations as provided under the provisions of the E.S.I. Act. 1948. It is to be ensured that each Contractor, before termination of the Contract in NSL,.....” has to be cleared all the liabilities under the E.S.I. Act without which Final Payment shall not be released.

37 OBSERVANCE BY SUB-CONTRACTORS

The Contractor shall also be responsible for the compliance of all the above clauses by his Sub-Contractor(s).

38 CONTRACTOR'S EQUIPMENT

All necessary Tools, Tackles and Equipment required for execution of the Work including ~~Welding Machines, Gas Cutting sets, Jack Hammers, Lifting Devices, Pan Mixers, pneumatic rammer, Concrete Mixers, Concrete Vibrators, Pneumatic Portable Air Compressors, Chisels, Hammers, Weigh-Batching Machines, Transit Mixers, Trailers, tipper trucks, Lorries, jeep etc.~~ for executing the contractual work shall have to be arranged by the contractor at his Own Cost including the Cost of Fuel & consumables. ~~Contractor shall prepare templates, jigs for fabrication of structures/positioning of bolts, sleeves, inserts etc.~~ wherever necessary, at no extra Cost to the EMPLOYER.

All Contractor's Equipment brought by the Contractor onto the Site shall be deemed to be intended to be used exclusively for the execution of the Contract. The Contractor shall not remove the same from the Site without the Engineer's consent that such Contractor's Equipment is no longer required for the execution of the Contract.

Contractor shall arrange for necessary Security and Safety of their materials, Plant & Equipment etc. till the project is taken over by EMPLOYER. No assistance shall be available from the EMPLOYER in this aspect. Other stipulations on safety mentioned in the General Conditions of Contract shall be adhered to.

39 SITE REGULATIONS AND SAFETY

- 39.1 As the works under the Contract are to be carried out within the Protected area, the Contractor shall abide by all the security regulations promulgated from time to time by the Employer / other concerned authorities.
- 39.2 The Contractor shall comply with the Site regulations, during the execution of the Contract at the Site, as given in the document of "Safety Code for the Contractors. Contractor shall also maintain hindrance register which shall be periodically examined by Employer.
- 39.3 Such Site regulations includes, but not limited to, rules in respect of security, safety of the Facilities, gate control, sanitation, medical care, and fire prevention.
- 39.4 The employees / labour of the Contractor / Sub-Contractor and Plant & Equipment brought to Site shall be subject to gate pass to be issued by Security Department or the respective Department.
- 39.5 Preparation of gate pass may take around 10 days time. The Contractor / Sub-Contractor shall plan their programme in advance accordingly.
- 39.6 All representatives and workers of the Contractors / Sub-Contractors shall possess admit pass issued by the Security Department on the recommendation of the Employer. Employer shall have the right to refuse the admit pass to any workers or representatives without assigning any reasons.

- 39.7 The Contractor shall ensure that gate pass issued to their workers / representatives / Sub-Contractors by the Employer are not misused by unauthorised persons for entry in the plant area or in specified area inside the plant. It shall amount to breach of rules and regulations regarding entry into a prohibited place by the Contractors in case any admit pass issued on their demand is found to be misused by unauthorised person.

40 SITE CLEARANCE

- 40.1 Site Clearance in Course of Performance: In the course of carrying out the Contract, the Contractor shall keep the Site reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, rubbish or temporary works from the Site, and remove any Contractor's Equipment no longer required for execution of the Contract.
- 40.2 Clearance of Site after Completion of Works: On the completion of all parts of the Works, all wreckage, rubbish, debris and surplus material of any kind including Constructional Plants/debris, kilns vats, tanks, materials/rubbish and temporary structures of any short or kind, like scaffolding etc., used for the purpose of or connected with his construction including quarters for Contractor's labours are to be cleared away and removed by the Contractor and all pits and excavations filled up and the Site and Works are to be handed over in clean and safe and workmanlike conditions and no final payment in settlement of the accounts for the Works shall be held to be due or shall be made to the Contractor till such site clearance shall have been effected by him.
- 40.3 In the event of the Contractor failing to comply with this provision within seven (7) days after receiving notice in writing from the Engineer to the effect, such clearance may be made by the Engineer at expenses of the Contractor. If it becomes necessary for the Engineer to have the site cleared as indicated above at the expense of the Contractor, the Employer shall under no circumstances be held liable for any loss or damage to such Contractor's property as may be on site due to removal therefrom, which removal may be effected by means of public sale of such materials and property or in such way as seems fit and most convenient to the Engineer.
- 40.4 All debris and/or material(s) that are no longer required for construction / erection purpose shall be removed by the Contractor for disposal to a site designated by the Employer. The Contractor shall be responsible for transporting, loading / unloading and handling of all such materials in respect of disposal to the designated site at no extra cost to Employer

41 LIGHTING, FENCING AND WATCHING

~~The Contractor shall provide and maintain at his own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the Facilities, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.~~

42 WORK AT NIGHT AND ON HOLIDAYS

As and when the Engineer considers it necessary to carry out work on extended hours / three shift basis or on Public Holidays so as to meet the Time for Completion and request the Contractor to carry out work on three shifts or on Public Holidays, the Contractor shall carry out the work accordingly to meet the Time of Completion.

43 ACCESS TO POSSESSION OF SITE

The Contractor may prescribe the extent of portions of the Site of which the Contractor is to be given possession from time to time and the order in which portions shall be made available to him.

Subject to any requirement stipulated in the Contract and to the order in which the Works are to be executed, the Employer will give to the Contractor possession of so much of the site as may be required to enable the Contractor to commence and proceed with the construction of the Works in accordance with the programme approved by the Employer pursuant to provisions of the Contract (if any) and otherwise in accordance with such reasonable proposals of the Contractor as he shall make by notice in writing to the Engineer.

From time to time, as the works proceed, the Employer shall give to the Contractor possession of such further portion of the Site as may be required to enable the Contractor to proceed with the construction of the Works. If the Contractor suffers delay from failure on the part of the Employer to give possession in accordance with terms of the clause the Employer and contractor shall mutually discuss and agree the changes in approved work program.

In the execution of the work, no person other than the Contractor, sub-contractor and his or their employees shall be allowed on the site except with the written permission of the Employer. Facilities to inspect the works at all times shall be afforded by the Contractor to the Employer and his representatives and other authorised officials. The Employer's Personnel shall at all reasonable times:

have full access to all parts of the site and to all places from which natural Materials are being obtained, and

during construction (at the site and elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of the works.

The Contractor shall give the Employer's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment.

The access to and possession of the site referred above shall not be exclusive to the Contractor but only such as shall enable him to execute the works in accordance with the Contract. Upon specific request of the Employer, the Contractor shall afford to the Employer and to other Contractors of the Employer, reasonable facilities for the execution of the work concurrently with his own.

The Contractor shall bear all expenses and charges for special or temporary way leaves required by him. The Contractor shall also provide at his own cost any additional accommodation outside the Site required by him for the purpose of the Works

The Contractor shall not interfere unnecessarily or improperly with:

the convenience of the public, or

the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Employer or of others.

The Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.

44 DEFECT LIABILITY: Not applicable.

45 LIMITATION OF LIABILITY

Except in case of criminal negligence or wilful non-performance or wilful default, 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

the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise including the cost of repairing or replacing defective equipment, 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”.

46 VOID

47 VOID

48 INDEMNIFICATION, STATUTORY LAW, LOSS OF OR DAMAGE TO PROPERTY; ACCIDENT OR INJURY TO WORKERS

The Contractor shall indemnify and hold harmless the Employer and his employees from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney’s fees and expenses, in respect of the death or injury of any person or loss of or damage to any property (other than the Facilities whether accepted or not), arising in connection with execution of the Works and by reason of the negligence of the Contractor or his Subcontractors, or their employees, or agents, except any injury,

If any proceedings are brought or any claim is made against the Employer that might subject the Contractor to liability hereof, the Employer shall promptly give the Contractor a notice thereof and the Contractor may at his own expense and in the Employer’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Contractor fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on his own behalf at the risk of the Contractor.

The Employer shall, at the Contractor’s request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all expenses incurred in so doing.

CONTRACTOR shall ensure compliance with all statutes, laws, rules and regulations of the Central or State Government or any other authority.

CONTRACTOR shall give all notices and pay all fees required to be given or paid under any Central or State statute, ordinance or other law or any regulation or by-law of any local or other duly constituted authority in relation to the execution of the Contract Work.

CONTRACTOR shall keep EMPLOYER completely indemnified against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule, regulation or by-laws.

CONTRACTOR shall get himself registered with concerned statutory authorities as provided under various applicable Acts and shall be directly responsible to such authorities for compliance with the provisions thereof.

CONTRACTOR shall obtain necessary labour license from labour commissioner and shall indemnify EMPLOYER against any action, claim or proceeding relating to infringement of all or any of the prevailing act. By way of illustration of various Acts as stated in the contract, the following Acts with latest amendments, if any, thereof shall be complied with by the CONTRACTOR.

- a. Employee Provident fund Act, 1952
- b. Contract Labour Act (Regulation and abolition Act, 1970)
- c. Minimum wages Act, 1948
- d. Payment of wages Act, 1936,
- e. Workmen Compensation Act, 1923
- f. Factories Act, 1948
- g. Apprentice shop Act, 1961
- h. Employee Provident fund and family pension Act, 1952.
- i. Contract Labour (Regulation and Abolition) Central Rules 1971
- j. *Employer's liability act. 1938.*
- k. Industrial Dispute act. 1947.
- l. Employee state Insurance act. 1948.
- m. Employee Pension Scheme
- n. Any other Relevant Statutory Act *and all other applicable laws.*

Without prejudice to Employer's other rights as stipulated under Clauses "Insurance", "Defect Liability" and "Employer's Lien of" the Contract, the property and risk of the Contract work shall pass on to the Employer upon issuance of Contract completion Certificate.

49 CARE OF WORKS

The Contractor shall be responsible for the care and custody of the Works or any part thereof from the commencement until completion of the work and shall repair/replace or make good at his own cost any loss or damage that may occur to the Works or the relevant part thereof from any cause whatsoever during such period. The Contractor shall also be liable for any damage to the works occasioned by him in the course of any operations carried out by him or his Sub-Contractors for the purpose of complying with their obligations under the Contract.

Notwithstanding the foregoing, the Contractor shall not be liable for any loss or damage occurred to the Works or any part thereof caused by reason of any use or occupation of Works or any part thereof by the Employer or any third party (other than a Sub-Contractor) authorised by the Employer.

In such event, the Employer shall pay to the Contractor all sums payable in respect of the Works executed, notwithstanding that the same be lost, destroyed or

damaged. If the Employer requests the Contractor in writing to make good any loss or damage to the Works thereby occasioned, the Contractor shall make good the same at the cost of the Employer in accordance with provisions given under “Right to Vary Scope”.

50 PERMITS AND LICENCES

The Contractor shall at his own expenses obtain all permits and licences from Indian and Foreign Government required for the performance of work under this Contract and the Contractor shall bear any fee paid to the Government or local licensing authority for obtaining permits and licences at their own cost. The Contractor shall perform the work in accordance with the conditions of all applicable permits and licence. The Contractor shall provide evidence of licence granted and any restriction contained therein.

51 INSURANCE

The Contractor, within the Contract price shall arrange, secure and maintain during execution of the Contract, insurance as may be necessary or required by law for purpose of this Contract and for all such amounts to protect the interest of the Employer against all risks as detailed herein. The form and the limit of such insurance as defined herein together with the under-writer thereof in each case shall be acceptable to the Employer. However, irrespective of such acceptance, the responsibility to maintain insurance at all times during the period of `Contract' shall be that of the Contractor alone. All policies as stipulated shall remain valid during the tenure of the Contract. The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations.

The Contractor shall deposit copy of Insurance Policy/Policies along with copies of Receipts for premium to the Employer within 15 (fifteen) days of mobilisation at site or such other lesser time as is necessitated by the work, failing which the Employer shall have the right to take out Insurance covers at Contractor' expenses and deduct the amount of such premium paid/ to be paid from any money due or becoming due to the Contractor, without prejudice to any other rights of the Employer.

The above insurance policies shall be kept valid during the tenure of the Contract. Contractor shall also furnish to Employer any amendments thereto and prompt notification of any cancellation or termination thereof.

The Contractor shall pay necessary premium as required under the terms of the policy. Should the Contractor default in paying any premium when due, Employer, without prejudice to other remedies set forth in this Agreement, shall be at liberty to pay such premium and recover the same from the Contractor.

While the payment of premium may be phased in agreement with the insurance company, at no time shall the Works to be executed by the Contractor shall remain uninsured.

The Contractor shall arrange Transit Insurance (for transporting materials, under Contractor's scope of supply, to site), Storage insurance (CAR Policy, if applicable), Erection All Risks insurance, Third Party Liability insurance, Workmen's Compensation Insurance, Comprehensive Automobile Insurance and Comprehensive General liability Insurance, which shall be at the cost and the responsibility of the Contractor.

The Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineering and other Supervisory staffs who are not covered under policies as stipulated above

The Employer shall be the principal beneficiary of the policy along with the Contractor. Sub-Contractors of the Contractor shall not be holders or beneficiaries in the policy nor shall they be named in the policy. Employer reserves the exclusive right to assign the policy.

The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipments and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.

In all cases, the Contractor shall lodge the claims with the Underwriters and also get the claims settled. However, the Contractor shall proceed with the repairs and/or replacement of the works or part thereto as the case may be, in their scope without waiting for the settlement of the claims. In case of seizure of any materials by concerned authorities, the Contractor shall arrange prompt release against bond, security or cash as required. Employer will extend all assistance to the Contractor in such a case.

Notwithstanding all these Insurance Policies, the Contractor shall be solely liable and responsible for any or all damages/losses /arising during the execution of the Contract and the Employer shall not be held responsible on any account whatsoever.

Any such insurance requirements as are hereby established as the minimum policies and coverage which Contractor must secure and keep in force. Contractor shall at all times be free to obtain additional or increased coverage at Contractor's sole expense.

Workmen's Compensation Insurance

This insurance shall protect the Contractor against all claims applicable under the Workmen's Compensation Act, 1948 (Government of India) as amended from time to time. This policy shall also cover the Contractor against all claims for injury, disability, disease or death of his or his sub- contractor's employees which for any reason are not covered under the Workmen's Compensation Act, 1948.

The insurance policy shall cover third party liability also. The third party liability shall cover the loss / disablement of human life (persons not belonging to the Contractor) and also cover the risk of damages to others' materials / equipment / properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial / full disablement shall be of required statutory value but not less than Rs. 2.0 lakh per death, Rs. 1.5 lakh per full disablement and Rs. 1.0 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by a Court of Law in India or abroad and cover for damage to others' equipment / property as approved by the Employer.

Comprehensive Automobile Insurance

This insurance shall be in such a form to protect the Contractor against all claims for injuries, disability, disease and death to members of public including the

Employer's personnel and damage to the property of others arising from the use of motor vehicles during on or off the 'site' operations, irrespective of the ownership of such vehicles.

Comprehensive General Liability Insurance

This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and sub-contractors or from riots, strikes and civil commotion.

While carrying out the work at site, appropriate Insurance Policy shall be taken by the Contractor to cover damage, loss, injury, accidents to lives and properties of Contractor, Employer/ Third parties in the vicinity.

Notwithstanding all these Insurance Policies, the Contractor shall be solely liable and responsible for any or all damages/losses /arising during the execution of the Contract and the Employer shall not be held responsible on any account whatsoever.

The provisions contained within this clause are not intended and do not impair or in any manner limit the liabilities or obligations assumed by the Contractor as may be set forth elsewhere in this Contract.

In cases where the erection, modification etc., are to be carried out in the existing shop of the Employer the 'surrounding value' shall be intimated by the Employer to the Contractor, who shall ensure that this value is included in the policy.

52 VOID

53 NEGLIGENCE

If the Contractor does not execute the Work in accordance with the time schedule stipulated in the Contract and shall neglect to execute the Work with due diligence or expedition or shall refuse or neglect to comply with any reasonable order given to the Contractor in writing by the Employer in connection with the Work or shall contravene the provisions of Contract, the Employer may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of within such time as may be deemed reasonable by the Employer and in default of compliance with the said notice, the Employer without prejudice to his rights hereof, may rescind or cancel the Contract holding the Contractor fully liable for the damages that the Employer may sustain including all amounts paid to the Contractor by the Employer for all such parts of the Works which may become infructuous due to such cancellation.

Should the Contractor fail to comply with such notice within the period as mentioned in the notice or any other period considered reasonable by the Employer for such compliance, from the date of serving thereof, then and in such case, without prejudice to the Employer's right hereof, the Employer shall have at its option the right to take the affected Work wholly or in part out of the Contractor's hands and may complete the Work, as envisaged in the Contract either departmentally or by awarding fresh Contract(s) to any other person or firm or company to execute the same, at the risk and cost of the Contractor.

In such event the Employer shall, without being responsible to the Contractor for wear and tear to the same, be entitled to seize and take possession and use all

materials, construction equipment, tools, tackles and other things of the Contractor which may be at the site for use at any time in connection with the Facilities to the exclusion of any right of the Contractor over the same and the Employer shall be entitled to retain and apply any sum which may otherwise be then due as per the Contract or any other Contract from the Employer to the Contractor as may be necessary for the payment of the cost of execution of such Facilities as aforesaid.

If the cost of executing the Work as aforesaid shall exceed the sum due to the Contractor and the Contractor fails to make good the deficit within the specified period, the Employer shall have the right to lien over the said materials, tools, tackles, construction plant or other things and properties of the Contractor as may not have been used up in the completion of the Work, and may be sold by the Employer after serving due notice to the Contractor and such proceeds applied towards the adjustment of such difference and the cost of incidentals to such sale. Any outstanding balance existing after crediting the proceeds of such sale shall be paid by the Contractor on the demand of the Employer, but when all expenses, cost and charges incurred in the completion of the Facilities are paid by the Contractor, all such materials, tools, tackles, construction plant or other things not used in the completion of the Facilities and remaining unsold shall be removed by the Contractor with the written permission of the Employer.

54 CHANGES IN LAW AND REGULATIONS

If, after Effective Date of Contract Agreement, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor, the Contract Price shall be correspondingly increased or decreased.

55 NOTICES

Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, post / airmail post, special courier, cable, telegraph, facsimile to the address of the relevant party set out in the Special Conditions of Contract, with the following provisions.

Any notice sent by cable, telegraph, facsimile shall be confirmed within two (2) days after dispatch by notice sent by airmail post or special courier, except as otherwise specified in the Contract.

Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by airmail or special courier.

Any notice delivered personally or sent by cable, telegraph, telex, facsimile shall be deemed to have been delivered on date of its dispatch.

Either party may change its postal, cable, facsimile address or addressee for receipt of such notices by ten (10) days' notice to the other party in writing.

Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract.

56 VOID

57 CONCILIATION AND ARBITRATION (Settlement of Disputes)

57.1 APPLICABLE LAW: This Agreement shall be construed and governed in accordance with the Indian substantive Laws.

57.2 AMICABLE SETTLEMENT:

57.2.1 If any dispute arises between the Employer and Contractor, the parties shall seek to resolve any such dispute or difference by mutual consultation/ amicable settlement process. The Contractor shall notify the Employer of its intent to initiate an amicable settlement process within a period of 30 days from the date of notification of Employer's/ Engineer's estimate of Contractor's claim.

For Contracts where Integrity Pact is applicable and in case both the parties are agreeable, dispute may be tried to settle through mediation before the panel of IEMs in a time bound manner i.e. not more than five sittings.

The prevailing sitting fee of IEM as per Company rules shall be shared equally by the parties and expenses on travel and stay arrangements of IEMs, which shall be equal to that of Independent Board Member of NSL, shall be shared equally.

57.2.2 If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute may be settled through Conciliation / Arbitration / other remedies available under the applicable laws.

57.3 CONCILIATION:

57.3.1 If the parties fail to settle the disputes through amicable settlement process, the parties shall take recourse to the conciliation proceedings for resolving such dispute, question, claim or differences.

57.3.2 A party ("claimant") shall notify the other party ("respondent") in writing about such a dispute it wishes to refer for Conciliation within a period of 30 days from the date of closing of Amicable Settlement process or 90 days from date of notification of Employer's/ Engineer's estimate of Contractor's claim. Such Invitation for Conciliation shall contain sufficient information as to the dispute to enable the other party to be fully informed as to the nature of the dispute, amount of the monetary claim, if any, and apparent cause of action.

57.3.3 The conciliation process shall be initiated by appointment of a Sole Conciliator or Conciliatory Committee. The Conciliatory Committee shall comprise of either Sole Conciliator or Conciliatory Committee comprising of three members, one member from each category i.e., Technical, Commercial and Legal. Conciliatory Committee shall be formed from the panel of experts maintained by NSL. CMD, NSL shall suggest three names to the Contractor to constitute the Conciliatory Committee within 30 days of receipt of notice for conciliation. The Contractor

shall submit the consent for Conciliatory Committee within 14 days of receipt of recommendation from NSL.

57.3.4 The selection of Sole Conciliator or the Conciliatory Committee shall be decided based on the claim amount and guidance on the same is provided below. Number of conciliators depending on the claim amount is detailed in the table below:

Claim Amount (excluding Interest)	Number of Conciliator/s
Upto Rs. 2 crores	Sole Conciliator to be appointed
Above Rs. 2 crores up to Rs. 250 Crores	Conciliatory Committee to be appointed

57.3.5 The above committee shall conduct the conciliation proceedings in accordance with the provisions of Arbitration and Conciliation Act 1996 and its amendment thereof. The venue of the conciliation shall be at NSL, Nagarnar.

57.3.6 In the case of any vacancy the CMD, NSL shall suggest name(s) for substitution on the Conciliatory Committee. The Contractor shall submit the consent within 14 days. Failure of Contractor's consent within 14 days shall be considered as deemed acceptance of the suggested member(s) by the Contractor.

57.3.7 Upon constitution of the Conciliatory Committee, Law Department of NSL will issue the appointment letters to Conciliatory Committee members and inform same to the parties concerned.

57.3.8 The Conciliatory Committee members shall give a declaration of independence and impartiality (in the format at Annexure- I) to both the parties before the commencement of the Conciliatory Committee proceedings.

57.3.9 Conciliator's Fee (As per SCOPE Forum for Conciliation & Arbitration - SFCA): Each Conciliator's fee will be fixed with regard to the amount in dispute including determined interest in each case to be shared equally by the parties as under;

Up to Rs. 5 Lakhs	Rs.30,000/-
From Rs.5 Lakhs one to Rs. 25 Lakhs	Rs. 30,000/- + Rs.2000/- per lakh or part thereof subject to a ceiling of Rs. 70,000/-

From Rs.25 Lakhs one to Rs. 1 Crore	Rs. 70,000/- + Rs.2000/- per lakh or part thereof subject to a ceiling of Rs. 2,22,000/-
From Rs. 1 Crore one to Rs. 5 Crore	Rs. 2,20,000/- + Rs.30,000/- per Crore or part thereof subject to a ceiling of Rs. 3,40,000/-
From Rs. 5 Crore one to Rs. 10 Crore	Rs. 3,40,000/- + Rs.25,000/- per Crore or part thereof subject to a ceiling of Rs. 4,65,000/-
From Rs. 10 Crore one to Rs. 50 Crore	Rs. 4,65,000/- + Rs.20,000/- per Crore or part thereof subject to a ceiling of Rs. 12,65,000/-
Over Rs. 50 Crore	Rs. 12,65,000/- + Rs.10,000/- per Crore or part thereof subject to a ceiling of Rs. 25 lakh

In addition to the above, each Conciliator will be entitled to receive fee for study of the pleadings, case material, writing of the award etc. With regard to the amount in dispute in each case to be shared equally by the parties as under;

Up to Rs. 5 Lakhs	Rs.10,000/-
From Rs.5 Lakhs one to Rs. 25 Lakhs	Rs. 20,000/-
From Rs.25 Lakhs one to Rs. 1 Crore	Rs. 30,000/-
From Rs. 1 Crore one to Rs. 5 Crore	Rs. 40,000/-
From Rs. 5 Crore one to Rs. 10 Crore	Rs. 50,000/-
From Rs. 10 Crore one to Rs. 50 Crore	Rs. 60,000/-
Over Rs. 50 Crore	Rs. 70,000/-

Note 1: In the event where the dispute does not involve monetary claim or disputed amount has not been quantified / indicated Conciliator's fee will be consolidated Rs 1.00 Lakh inclusive of fee for study of the pleadings, case material and writing of the award etc.

Note 2: In the event where the dispute does not involve monetary claim or disputed amount has not been quantified / indicated, administrative fee will be Rs. 65,000/-

Note 3: In the event, the Conciliation Committee is of a sole Conciliator in place of three or more Conciliators, he shall be entitled to receive an additional amount of 25% on the fee payable as per the table set out above.

57.3.10 Upon acceptance of the invitation to conciliate, the respondent shall submit its counter claim, if any, within a period as specified by the Conciliatory Committee.

- 57.3.11** The parties may consider filing their claims and counterclaims with details as mentioned below. However more details may be requested during the Conciliation process by either party or by Conciliatory Committee which needs to be complied with promptly;
- Chronology of the dispute
 - Brief of the contract
 - Brief history of the dispute
 - Issues
 - Details of Claim(s)/Counter Claim(s) supported by documents and other evidence deemed appropriate
 - Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract
 - At any stage of the conciliation proceedings the conciliator or Conciliatory Committee may request a party to submit to him such additional information as he deems appropriate.
- 57.3.12** Conciliatory Committee will commence its meetings only after completion of the pleadings.
- 57.3.13** The parties shall be represented by their in-house employees/executives. Ex-officers of NSL who have handled the dispute matter in any capacity are not allowed to attend and present the case before Conciliatory Committee on behalf of Contractor. However, ex-employees of parties may represent their respective organizations.
- 57.3.14** Solicitation or any attempt to bring influence of any kind on either Conciliatory Committee Members or NSL is completely prohibited in conciliation proceedings and NSL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any kind of such attempt made by the Contractor or its representatives.
- 57.3.15** Conciliator or Conciliatory Committee as the case may be, shall do detailed analysis of claims based on the pleadings and contentions of the parties, and make a proposal for settlement to both the parties with possible terms of settlement. Both the parties shall submit their respective consent or objections to the Conciliator or the Conciliatory Committee within the time limit prescribed by the Conciliator or Conciliatory Committee. Considering the response of the parties, the Conciliator or Conciliatory Committee shall attempt to bring about Conciliation between the Parties. Thereafter, the Conciliator or Conciliatory Committee based on the outcome of such an attempt make its final report of Conciliation or failure as accepted by the parties and submit it to CMD, NSL. Both parties may give effect to the Conciliation Report at the earliest.

57.3.16 Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of Conciliatory Committee recommendations and 30 days thereafter in any further proceeding.

57.3.17 Either party shall refer any dispute for Arbitration or judicial proceedings if the conciliation process has failed.

57.3.18 Confidentiality: The Conciliator or Conciliatory Committee and the parties must keep confidential of all matters relating to the conciliation proceedings. Confidentiality extends also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement.

57.4 ARBITRATION:

57.4.1 All disputes or differences which may arise between the Employer and Contractor in connection with this Contract (other than those in respect of which the decision of any person is expressed in the Contract to be final and binding) and Excepted Matters, shall, after written notice by either party (“claimant”) within sixty (60) days of failure of conciliation to the other (“respondent”) and to the Chairman cum managing Director of the NSL Ltd. (who will be the appointing authority), be referred for adjudication to the sole or three (3) Arbitrator(s) to be appointed as hereinafter provided. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

57.4.2 A person of any nationality may be an arbitrator, unless otherwise agreed by the parties. Appointment of sole arbitrator or 3 arbitrators shall depend on the claim value as defined below;

Claim Amount (excluding Interest)	Number of Arbitrator/s
Claim Amount - upto 25% of contract value (Above claim amount shall be within the limits of Rs. 50 Lakhs and up to Rs. 5 crores)	Sole Arbitrator to be appointed
Claim Amount - upto 25% of contract value	3 Arbitrators to be appointed

Claim Amount (excluding Interest)	Number of Arbitrator/s
(above claim amount shall be within the limits of Rs. 5 crores and upto Rs. 100 crores)	

If claim amount exceeds the above referred percentage of 25% of contract value or maximum value of total claim value of Rs.100 crores.

57.4.3 Appointment of Sole Arbitrator: 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 and intimate its selection 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 the organization by which the work is executed. The appointing authority shall on receipt of the names as aforesaid select any one of the persons named and appoint him as the sole Arbitrator. If the appointing authority fails to select the person and appoint him as the sole Arbitrator within 30 days of receipt of the panel and inform the 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.

57.4.4 Appointment of 3 Arbitrators: In case of 3 Arbitrators one arbitrator shall be selected by each party and notified the other party within a period of 30 days from the notice of invoking arbitration. The two individual selected arbitrators shall then select the 3rd Arbitrator, who shall be the presiding arbitrator, within additional period of 30 days. All the three Arbitrators selected as aforesaid shall be independent. If a party fails to appoint an arbitrator within thirty days from the receipt of a request to do so from the other party; or the appointed arbitrators fail to agree on the presiding arbitrator within thirty days from the date of their appointment, the appointment shall be made, upon request of a party.

57.4.5 The fees of Arbitrators will be guided by Schedule IV of Arbitration and Conciliation Act, 1996 and any amendment thereof or both the parties can negotiate on the Fees before the commencement of Arbitration proceedings.

57.4.6 The further progress of any work under the contract shall unless otherwise directed by the Employer / Engineer continue during the arbitration proceedings and no payment due or payable by/to the Employer 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.

57.4.7 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.

57.4.8 Notwithstanding anything above, the mechanism for settling the dispute through Arbitration may be considered in cases where the disputed amount or the amount of all claims put together does not exceed 25% of the contract value or maximum of disputed claim amount shall not exceed Rs.100 crores whichever is lower. In case the disputed amount exceeds the above referred percentage of 25% of contract value or maximum value of total claim value of Rs.100 crores, the parties shall be within their rights to take any other recourse / remedies that may be available to them under the applicable laws other than Arbitration also after providing prior intimation to the other party.

57.4.9 Parties agree that neither party shall be entitled for any pre-reference or pendente-lite interest, i.e. date of cause of action till the date of the Award by the Arbitral Tribunal. Parties agree that claim for any such interest shall not be considered and shall be void. The Arbitral Tribunal shall have no right to award pre-reference or pendente-lite interest in the matter.

57.4.10 The laws applicable to the Contract shall be the laws in force in India. The Courts of Chhattisgarh shall have exclusive jurisdiction in all matters arising under this Contract. The seat, place and venue of the arbitral proceedings shall be NMDC Steel Limited, Jagdalpur.

57.4.11 "In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 or any additional notifications / guidelines thereof by Ministry of Heavy industries and Public Enterprises or Ministry of Steel.

57.4.12 Arbitration in respect of contracts, with foreign parties for value of more than Indian Rs. 50 lakhs and up to Indian Rs. 50 crores shall be governed by the Rules of Indian Council of Arbitration (ICA). Arbitration with foreign contractor or in

consortium contracts (including foreign contractor), where the contract value is more than Indian Rs. 50 crores shall be governed by the Rules of Arbitration of International Chamber of Commerce (ICC), Paris. The seat, place and venue of the arbitral proceedings shall be Jagdalpur, Chhattisgarh State, India.

57.4.13 Parties further agree that following matters shall not be referred to Conciliation and Arbitration;

- a. Any claim, difference or dispute relating to, connected with or arising out of NSL's decision to initiate any proceedings for suspension or banning, or decision to suspend or to ban business dealings with the Bidder/Contractor and /or with any other person involved or connected or dealing with bid/ contract/ bidder/ contractor.
- b. Any claim, difference or dispute relating to, connected with or arising out of NSL's decision under the provisions of Integrity Pact executed between the NSL and the Bidder/ Contractor.

57.4.14 The applicable interest on arbitral award i.e., from the date of award till the date of actual payment, shall be @ daily average of SBI MCLR + 1%.

58. FORCE MAJEURE

58.1 "Force Majeure" shall mean any event beyond the control of the Employer or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:

- a) war, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.
- b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts.
- c) strike, sabotage, unlawful lockout, epidemics, quarantine and plague.
- d) earthquake, fire, flood or cyclone, or other natural or physical disaster.

58.2 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 14 days after the occurrence of such event.

58.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's

performance is prevented, hindered or delayed, the time for Completion shall be extended in accordingly.

58.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfil its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract.

58.5 Any delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not

a) constitute a default or breach of the Contract

b) give rise to any claim for damages or additional cost or expense occasioned thereby

if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

58.6 If the performance of the Contract is substantially prevented, hindered or delayed for a period of more than ninety (90) days on account of Force Majeure during the currency of the Contract, the parties will develop a mutually satisfactory solution.

59. **VOID**

60.0. **SUSPENSION**

60.1 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 therefore. 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 Engineer.

If, by virtue of a suspension order given by the Engineer, 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 Engineer 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 Engineer, elect to treat the suspension as termination of the Contract.

60.2 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 of the contract hereof, 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 unless such suspension is

- a.
 - b.
 - c. due to Force Majeure conditions as provided for in the Contract, or
 - d. necessary for the proper execution of the work or by reason of weather condition or by some default on the part of the contractor or
 - e. necessary for the safety of the works or and part thereof.
- Provided that the Contractor shall not be entitled to recover any such extra cost unless he gives notice in writing of his intention to claim to the Engineer within thirty (30) days of the Engineers order. The Engineer shall settle and determine the extra payment to be made to the contractor in respect of such claim as the Engineer shall consider fair and reasonable.

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

61.0 TERMINATION

61.1 Termination for Employer's Convenience

61.1.1 The Employer may at any time terminate the Contract for any reason by giving the Contractor a notice of termination *that refers to this Sub-Clause of the Contract.*

61.1.2 Upon receipt of the notice of termination, *under this clause*, 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 his 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, shall
 - (i) deliver to the Employer the parts of the Work executed by the Contractor up to the date of termination.
 - (ii) to the extent legally possible, assign to the Employer all rights, title and benefit of the Contractor to the Work 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 his Subcontractors as at the date of termination in connection with the Facilities.

61.1.3 In the event of the termination of the Contract for Employer's convenience, 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.

61.2 Termination for Contractor's Default

61.2.1 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 to the Contractor.

- a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with his creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for his winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of his 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 Contract.

61.2.2 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 his 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 by EMPLOYER.

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.

61.2.3 Upon receipt of the notice of termination 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 rights, title and benefit of the Contractor to the Facilities as at the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and his Subcontractors.

- e) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or his Subcontractors as at the date of termination in connection with the Facilities.

61.2.4 The Employer may enter upon the Site, expel the Contractor, and complete the Facilities himself 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 Work.

Upon completion of the Work or at such earlier date as the Employer considers 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 his cost remove or arrange removal of the same from the Site.

61.2.5 *Subject to other provisions of the Contract*, the Contractor shall be entitled to be paid the Price attributable to the Part of Work executed as at the date of termination, and the costs, if any, incurred in protecting the Work and in leaving the Site in a clean and safe condition. 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.

61.2.6 If the Employer completes the Work the cost of completing the Work by the Employer shall be determined.

If the sum that the Contractor is entitled to be paid, the reasonable costs incurred by the Employer in completing the Work, 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, the Contractor shall pay the balance to the Employer, and if such excess is less than the sums due the Contractor the Employer shall pay the balance to the Contractor.

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

61.2.7 In the event any of the Contractor or his sub-contractors, personnel, agents, sub-agents, assistants, or other employees shall be guilty of any misconduct or be incompetent or insufficiently qualified or negligence in the performance of their duties or it is undesirable

62 VOID

63 ASSIGNMENT

The contractor shall not assign his rights and obligations under the terms of this contract either in whole or part to any third party other than its legal successor without the written consent of the Employer.

However, all necessary information and documents shall be furnished by the Contractor in advance to the satisfaction of the Employer, in case the contractor assigns his any and / or all his rights and obligations as defined and declared in this contract to its legal successors. In the event of failure of the Contractor to discharge his responsibility under this clause, the Employer may at his discretion, without prejudice to his other rights under the contract, terminate the contract as per stipulations of this contract.

Should loan / financial agreement(s) require the Contractor to assign, by way of charge, any money due or to become due to it, to a bank / credit agency for the benefit of receiving payment by the Contractor under this Contract from such bank / credit agency, or if any partial assignment is necessary to be made to any insurer in terms of Insurance Policy approved by the Employer, the Employer may give consent in such cases.

64 SURPLUS MATERIALS

For the purpose of removing surplus materials in its original form only, the Contractor shall submit the documents / records evidencing the entry of materials inside the Steel Plant by producing the Gate Entry Permits and RRs or LRs and consumption statements based on approved drawings after allowing for wastages, maximum 8% cutting allowance, and irrecoverable / unaccountable losses (wastages including loss factors being minimum 2% on Steel and reinforcement rods, minimum 5% on cement and minimum 3% on cables, pipes etc.) to establish the surplus quantity of the materials belonging to the Contractor. The Employer shall allow the Contractor to remove such materials from the Employer's premises after being satisfied regarding the evidence produced for such removal. Such removal shall only be permitted after completion of the entire work.

Scrap in any form whatsoever shall not be removed from Plant premises and shall be the property of the Employer. No credit will be given for scrap.

65 APPROVAL/ REVIEW

65.1 Without prejudice to Employer's other rights and remedies stipulated under the Contract, the Contractor's following works shall be subject to approval by the Employer / Consultant.

- (i) The men, material and machinery proposed to be mobilised by the Contractor.
- (ii) All changes from the agreed specifications/ drawings.
- (iii) Design, type, quality, quantity, materials and workmanship of any or all items of supplies, work and services under Contractor's scope to ensure that supplies, work and services made/executed/ performed by the Contractor are in accordance with the provisions of this Contract.
- (iv) Where approval of the Employer is necessary or implied but is not specifically provided for elsewhere in this Contract.

- 65.2 No certificate other than the Contract Completion Certificate hereof shall be deemed to constitute approval of any works other than matter in respect of which it is issued or shall be taken as admission of the due performance of the Contract or any part thereof, the accuracy of any claim or demand made by the Contractor or of additional or varied work having been ordered by the Employer nor shall any other certificate conclude or prejudice any of the powers of the Employer.
- 65.3 Notwithstanding with any approval or acceptance which the Employer may grant to the Contractor under the Contract, the Contractor shall be solely and wholly responsible and liable for the execution and performance in terms of the Contract and the Employer reserves the right to reject, any of works/material performed and/or supplied by the Contractor under the Contract.
- 65.4 Errors and Omissions
- (i) Notwithstanding with any approval or acceptance which the Employer/Consultant may grant to Contractor, the Contractor shall be solely responsible for any discrepancies, errors or omissions in the specifications, drawings and other technical documents that it has prepared in terms of the Contract.
- (ii) The Contractor shall, within the Contract Price, take all corrective measures arising out of discrepancies, errors and omissions in drawings and other documents/information within the specified time schedule.
- (iii) The Contractor shall also be responsible for any delay and/or extra cost, if any, in carrying out engineering and site works by other agencies arising out of discrepancies, errors and omissions stated above as well as of any late revision/s of drawings and information submitted by the Contractor.
- 65.5 Standards and Codes
- a. The Contractor shall execute the work in compliance with the provisions of the Contract and Contract Technical Specification and/or design drawings furnished by the Employer in terms of the Contract and as per codes and standards specified therein. Wherever such references are made to codes and standards in accordance with which the Contract is to be executed, the latest edition or the revised version of such codes and standards current at the date of execution of work shall apply unless otherwise specified. Where no specification or code or standard is specified, work is to be executed in accordance with latest appropriate Indian Standards and Codes. During Contract execution, any changes in such codes and standards shall be applied after approval by the Engineer / Consultant.
- b. Unless specifically mentioned otherwise elsewhere, the above stipulations shall govern the design, the workmanship, the quality/properties of the materials, the method of field and laboratory testing, the method of measurement for different items of Works etc.

66 Void

67 VOID

68 LIQUIDATED DAMAGES: AS PER FOCA

69 COMPLETION CERTIFICATE

Within fifteen (15) days of the completion of the Works and fulfilment of Contractor's all obligations (except as stipulated under "Defect Liability Period"), the Contractor shall give notice of completion of contract to the Employer.

Upon receipt of such notice of completion of Works the Employer shall carry out all such inspections/checks/tests that are necessary to satisfy him,

- (i) that the executed 'Works' is in conformity with the Contract Technical Specifications, design / drawings / sketches / BOQ and modification(s) issued thereof, if any and as per written instructions issued to the Contractor from time to time during execution of works, and
- (ii) that all the materials used and/or incorporated in the Works meets the stipulated quality requirements and are in accordance with the Contract and / or the documents referred to therein, and
- (iii) that the Contractor has fulfilled all his obligations under the Contract, except obligations stipulated under "Defect Liability Period", in respect of such notified completed works.

Without prejudice to Employer's other rights under the Contract, Completion Certificate in respect of Works under the Contract shall be issued by the Employer, if satisfied about his completion in terms of the Contract,

At the option of the Employer, a certificate with respect to any part of Works may be issued if that part of the Works is taken in possession or used by the Employer in accordance with provisions of the Contract prior to completion of whole Works. When such certificate is issued, such part of Works shall be considered as completed and Defect Liability Period for such part shall commence from the date of Completion mentioned in such Completion Certificate, provided that issue of such a certificate shall not be deemed to certify completion of any work or part thereof which requires repair / replacement.

In such event as stipulated herein above, subject to deductions which the Employer is entitled to make from the Contractor's payment(s), Completion Certificate linked payment(s) for the part of the Works so taken in possession or used by the Employer may be released, upon written request of the Contractor.

No completion certificate shall be issued nor shall the work be considered to be complete until the Contractor has cleaned/cleared the site as per provisions of the Contract in respect of such completed Works or part thereof.

All guarantees and test certificates obtained by the Contractor and his sub-contractors from the manufacturers or specialist agencies in respect of materials used and works executed during execution of works such as for anti-termite treatment, water proofing, acid resisting materials etc. for the entire works shall be handed over and transferred to the Employer by the Contractor prior to issuance of completion certificate by the Employer.

70 REJECTION

Notwithstanding with any approval/acceptance which the Employer may grant to the Contractor, in respect of any of Contractor's works or any part thereof including materials under the scope or any other services for its quality & quality adequacy and workmanship which the Contractor has discharged or provided in terms of the Contract, the Contractor shall not be relieved in any way of any of his contractual obligations and/or responsibilities to execute and complete the works in conformance to the Contract.

If the Contract work or any portion thereof, before it is accepted or taken over by the Employer, is found to be defective or not being in conformity with Contract/technical specifications or fails to fulfil the requirements of the Contract, the Employer shall give the Contractor notice setting forth particulars of such defects or failure and the Contractor shall forthwith make good the defects or alter the same to make it comply with the requirements of the Contract. Should he fail to do so within a reasonable time, the Employer may reject and replace at the risk and cost of the Contractor, the whole or any portion of the work as the case may be, which is defective or not in conformity with Contract / technical specifications or fails to fulfil the requirements of the Contract. However, such rejection/ replacement by the Employer shall not absolve the Contractor of his responsibilities under this Contract.

If the erected, supplied Equipment, materials or completed work/ facilities fail to meet the specified Tests standards or are found to be defective or otherwise fail to fulfil the terms of the Contract, the Employer shall give written notice to the Contractor setting forth the particulars of such defects or failures. The Contractor shall immediately rectify/repair such defects/failures or after the rejected Items to bring them into compliance with the Contractual terms and specification.

Should the Contractor fail to do so within the time stipulated by the Employer, the Employer may reject the same and place order at the Contractor's sole risk, cost and responsibility the whole or any portion of the erected / supplied plant, equipment, materials and completed works.

The Contractor's liability under this clause shall be satisfied by repayment to the Employer of all moneys previously paid by the Employer to the Contractor and also by paying to the Employer the ascertained difference, if any, between the replacement Cost of the rectified Items (including the Cost of dismantling and removal of the rejected Items and the erection and commissioning of the replacement Items) and the Contract Price of the rejected Items.

In the event of such rejection the Employer shall be entitled to use the rejected Items in a reasonable and proper manner for a time reasonably sufficient to enable the Employer to obtain the replacement Items. Thereafter, the Contractor shall at his own expense immediately remove the rejected Items from the Employer's premises after making necessary payments to the Employer as stipulated above.

Removal of Improper work and materials

The Engineer shall during the progress of the work have power to order in writing from time to time.

- (a) The removal from the site within such time or times as may be specified in the order, of any materials which in the opinion of the Engineer are not in accordance with the Contract.
- (b) The substitution of proper and suitable materials and,
- (c) The removal and proper re-execution (notwithstanding any previous test thereof or interim payment therefore) or any work which in respect of materials or workmanship is not in the opinion of the Engineer in accordance with the Contract.

The Contractor shall furnish all the test certificates/results in respect of materials and Works conducted in accordance with provisions of the Contract for the necessary approval of the Employer and or its authorised representative.

Notwithstanding with any approval or acceptance which the Employer may grant to the Contractor in respect of any of his and/or his sub-contractor's materials / works executed, the Contractor shall not be absolved of any of his contractual obligations and responsibilities under the Contract and the Employer reserves the right to reject any of the material/works as stipulated under the Contract.

The Contractor shall not be entitled to any extension of time or extra cost for fulfilling his obligations stipulated herein above.

71 PROTECTION WORK / DIVERSION WORKS

The Contractor shall be responsible for relocation and realigning of the facilities which are a part of the existing installations, but which come in the way of the proposed construction even if the same are not mentioned in the specification at his own Cost. Prior permission in writing shall be taken from the Employer before actually starting such work. Time period for such work shall be assessed properly & to be discussed with the Employer before commencement to ensure that operation of other units is not adversely affected.

The Contractor shall carry out the work in such a way that it does not affect the operation and maintenance of the existing facilities at site as far as possible.

Necessary arrangements to safeguard the existing man, materials, Equipment, structures and to enable operation of the existing Equipment during construction shall be the responsibilities of the Contractor.

During erection work, the Contractor at his own Cost shall replace any damage or loss to the existing plant and Equipment due to negligence/unsuitable treatment and handling in a reasonable time to be specified by the Employer.

The Contractor shall take all precautions during execution, especially excavation, to avoid interference with or damage to underground work, such as cables, drains, etc. whether shown/mentioned in the drawings and documents or not. He shall provide all possible protection to these works and in case they are damaged, rebuild at his own Cost.

It is the responsibility of the Contractor to make detail studies before preparing the protection, stabilization of the existing structures/process lines etc.

72 HOUSE KEEPING

Contractor shall be responsible for regular removal and cleaning of spillages/fallouts etc., if any, from the roads, operational areas etc. within his battery limits consequent to and arising out of contract Work and maintain ground

level, slopes, drainages etc. in and around the dumps and operational areas throughout the operation Period of the Contract by removing and disposing spillages/accumulation as may be necessary and/or directed by the Employer at their Own Cost & arrangement, to dumping sites for refuse etc. Contractor will have to make and maintain new approach roads etc. as may be deemed necessary for proper execution of the Work at their Own Cost but with permission of/intimation to the executing deptt. Employer shall supply no earth moving facility like dozer etc. for this purpose and contractor will have to arrange for the same at their own Cost.

73 HANDING OVER SITE

On completion of the work, all rubbish, debris, temporary supports, enabling structures etc. shall be removed from the site and the site (Including the storage site) shall be handed over to the Employer in a tidy manner. All usable bricks will be stacked and removed to a place as shown by the Engineer. Brick bats will also be stored at a place near the pits. All scrap, slag rubbish & muck etc. shall be dumped suitably at a specified place by truck to a dumping yard as directed by the Employer. The successful Tenderer should clean-up the site within a reasonable period of completion of Erection.

The earth and other materials obtained in Railway Land premises are to be deposited back by the contractor as per direction of Railways accordingly.

74 Void

75 SUB CONTRACTING

The Contractor shall not sub-contract the Contract Work in whole or part thereof to third parties for the performance of this Contract without written consent of the Employer / Consultant.

Selection of any sub-contractor/sub-supplier by the Contractor, in respect of discharge of his contractual responsibilities and obligations shall be subject to prior approval of the Employer. However, the Contractor shall alone be responsible and liable for discharge of his obligations and responsibilities including that of his sub-contractor(s) and sub-supplier(s) in terms of the Contract. The Contractor shall remain solely liable for any action, deficiency, and/or negligence on the part of his sub-contractors, his agent, and his workmen as fully as if they were the acts, defaults or neglects of the Contractor.

The Contractor and/or his sub-contractor/sub-suppliers shall be under contractual obligations to submit any such information/document including but not limited to inspection / Test reports of materials to be incorporated and / or incorporated in the works, to the Employer for his approval/review/perusal, which the Employer may consider it deemed necessary in respect of discharge of contractual obligations/responsibilities by the Contractor and/or his sub-contractor/sub-supplier.

The Contractor shall submit un-priced copies of purchase orders / work orders with technical specifications included in all orders placed on sub-contractors, if requested by the Employer.

In the event certain obligations extended by a sub-contractor to the Contractor should extend beyond the guarantee period specified in the Contract, the Employer shall automatically be entitled to the benefit thereof.

In no event shall the Employer be deemed to have any contractual obligations whatsoever in respect of Contractor's/ sub-contractors and/or title-holders of any sub-orders placed by him.

76 MISUSE OF THE WORKS

The Contractor shall ensure that the works or any portion of the work completed or partially completed are not misused by him or his sub-contractors or their employees, workmen, agents, servants etc. leading to deterioration / temporary deterioration of the work.

The Contractor may however be permitted by the Employer to use the work, or a portion of the work completed or partially completed for such purposes as may be approved by the Employer.

77 GENERAL

Contractor shall establish all reference survey pillars required for the job and shall maintain the same till the Completion of the entire job.

Contractor staff and Workers shall be authorised by the Employer to enter Nagarnar Works as required through specified gates only for their Work in connection with Contract. Necessary passes as required will be issued to the bona fide staff and Workers on Completion of formalities as per the Rules of the Employer in force. Particulars of the employees shall have to be furnished in advance to the Employer as directed. The Cost of necessary formalities to be done and photograph etc. required for issue of gate passes shall be Contractor's responsibility at Contractor's Own Cost.

The Construction machinery/Equipment etc. and other vehicles belonging to and used for the execution of the Contract or for other purposes shall have to follow routes inside Works and Entry/Exit through Works Gates etc. as per rules in force at Nagarnar Works. Authorization for such plying and/or Gate Passes as may be necessary shall be arranged for by Executing Deptt., in collaboration with other concerned Departments of the Employer.

In bringing the materials belonging to Contractor for such construction all gate pass formalities as required must be followed so that clear ownership can be established by Contractor if and when taking out the salvaged materials after final site Clearance, dismantling of such structures etc. Failure to establish clear ownership status may lead to withholding of permission to take out the salvaged materials and their forfeiture by Employer. Contractor shall have to dismantle, at Contractor Own Cost, such site office, stores etc. constructed by Contractor, on expiry of the Contract and/or as may be directed by Employer for any other reason. In case of failure to comply, the Employer reserves the right to get the dismantling done by his agencies and realize the Cost from Contractor's dues.

Contractor shall have to deploy at their Own Cost, competent licensed Workmen (as may be required under relevant Rules/Act) to undertake installation and maintenance of power lines etc. as per stipulations indicated earlier.

Workers of all categories brought in by Contractor from Contractor's permanent establishment or outside for specialized jobs have to be taken back by Contractor on Completion of the job and on Termination of Contract and no responsibility whatsoever, will be borne by Management of the Employer in respect of any of the Workers.

GUIDELINES FOR SETTLEMENT OF CLAIMS FOR COMPENSATION ON ACCIDENTS:

1. **Title:** These guidelines would be called as guidelines for settlement of claims for compensation.
2. **Void**
3. **Applicability:** These guidelines would govern the settlement of compensation claims arising out of accident due to negligence and/or unforeseen causes resulting into loss of life or permanent disability of a person, who has authorized entry to the premises of the company, and who is not covered under any provisions/rules/guidelines for any compensation on account of his/her not being employee or a contract worker who are covered under Employee compensation Act/ESI Act..

The compensation under these guidelines shall be in addition to the existing provision/compensation under various legislations or as per their eligibility for compensation form their respective employer.

4. **Definitions:**
 - a. **Accident:** Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the maintenance, operation and provisioning of any public services undertaken by NMDC Steel limited.
 - b. **Competent Authority:** Competent Authority means Head of the Project/Office/ Feasibility/ Unit of NSL.
 - c. **Dependent:** As defined in the Employees' Compensation Act, 1923.
 - d. **Designated Officer:** An Officer designated by the Competent Authority of the Grade of minimum Asst. General Manger for the purposes of receiving and processing claims of compensation under the present guidelines.
 - e. **Victim:** Any person who suffers permanent disablement or dies in an accident as defined in these guidelines as per '**Applicability of Clause at 3**'.
 - f. **Permanent Disablement:** A disablement that is classified as permanent total disablement under the provision to Section 2 (I) of the Employee Compensation Act, 1923.
5. **Detailed Accident Report:** The report prepared by the Police within a period of 30 days from the date of incident as per Schedule I of this guidelines.

Explanation: for the purpose of the purpose of preparation of the detailed accident report, the word "injury" as referred in Schedule I refers to "Permanent disability" as mentioned in Clause 4 (i) of Guidelines.

6. **Extent of Liability:** On the occurrence of any "accident" as defined under these Guidelines, NMDC Steel Limited shall whether or not there has been anything contained in any other law, be liable to pay compensation to such extent as prescribed below:
 - a. In the event of death or permanent disability resulting from loss of limbs: Rs. 10,00, 000.00/- (Rupees Ten Lakhs)
 - b. In the event of other permanent disability: Rs. 7, 00, 000/- (Rupees Seven Lakhs).

7. Procedure for settlement of claims in respect of compensation
- a. The victim or his/her dependents would make an application within a period of 90 days of the accident to the designated officer under whose jurisdiction the accident had occurred. The application should be accompanied by the following documents:
- Proof of age of the victim.
 - Death Certificate of the victim or permanent disability certificate issued by the Medical board authorized by the Government.
 - Certified copy of FIR lodged in respect of the accident
 - Proof of applicant's relation with the victim/Dependency Certificate.
- The Designated Officer may seek any further documents for settlement of claim to satisfaction.
- Provided that where there are more than one dependent, the Applicant must mention their name, addresses and relations with the victim and the Designated Officer may at its own discretion issue notices to all before releasing the compensation.
- b. The Designated Officer on receipt of above application shall take into consideration the detailed Accident Report Submitted by the Police Authority would process the claim of compensation on priority basis but would not take more than 30 days for disposing off the same in any case.
- c. The Designated Officer, in case where no application is received from the victim/dependents of victims may on receipt of the detailed accident report proceed suo-moto to initiate the process for consideration for grant the compensation to the victim/dependents of victim.
- d. Any compensation paid under these guidelines shall be recoverable from/paid by the contractor.
- e. In no case a claim for appointment of any of the dependents on the compassionate grounds would be entertained by the NMDC Steel limited as provided by settlements already in vogue. In that case no compensation under this rules will be payable. Any compensation payable under any other Act/Stature/Settlement will be adjusted out of the above compensation for net payment.
8. Method of Disbursement of compensation:
- a. The amount of compensation so awarded shall be deposited in a Nationalized Bank or if the branch of a Nationalized Bank is not in existence, it shall be deposited in the branch of scheduled commercial bank, in the joint or single name of the victim/dependent (s). Out of the amount so deposited, 75% of the same shall be put in a fixed deposit for a minimum period of one year and the remaining 25% shall be available for utilization and initial expenses by the victim/dependent(s) as the case may be.
- b. In the case of a minor, 75% of the amount of compensation so awarded shall be deposited in the fixed deposit account shall be drawn only on attainment of the age of majority, but not before one year of the deposit. Provided that in



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exceptional cases, amount may be withdrawn for educational or medical needs of the beneficiary at the discretion of the Department.

- c. The interest on the sum shall be credited directly by the bank in the savings account of the victim dependent(s) on monthly basis.
9. **Appeal:** An appeal against the decision of the Designated Officer in respect in respect of the amount of compensation or rejection of such claim shall be made to Competent Authority within a period of 30 days of such decision. The Competent Authority within a period of 30 days of such decision would decide the same within 30 days of receipt of such appeal.



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Schedule -I

PARTICULARS OF THE ACCIDENT		PART-I
1.	Fir No., Date and Under Section	
2.	Name of Police Station	
3.	Date, Time, Place of the Accident	
4.	Who reported the accident to the Police	
5.	Name of the person who took the victim to the hospital and Name of the Hospital	
6.	Whether any hospital denied treatment to the Victim?	
7.	Name of the accident: - (i) Whether resulted in death or injury or both? (ii) Number of persons injured/died	
8.	Name and Contract No. of the Investigating Officer	
9.	Name of the Witness of the accident	
10.	Description of the accident	

IMPACT OF THE ACCIDENT ON THE VICTIMS		PART - II
1.	Death Cases: a) Name and address of the deceased b) Age c) Gender d) Education e) Occupation f) Income (monthly) g) Legal Heirs/Guardian i. Name ii. Relationship iii. Age iv. Address v. Contact No.	
2.	Injury Cases (Permanent disablement) a) Name and address of the injured b) Age c) Gender d) Education e) Occupation f) Income (monthly) g) Details of family dependent of the victim MLC No. h) Nature of injuries i) Name of the Hospital where the injured treated j) Whether victim refused medical treatment k) Period of Hospitalization l) Period of treatment m) Whether treatment continuing n) Name, address and contact number of the Doctor(s) who treated the injured o) Whether the injured underwent any surgery? If yes, then give particulars. p) Whether suffered any permanent disability	

IMPACT OF THE ACCIDENT ON THE VICTIMS		PART - II
	q) Expenditure incurred on treatment, conveyance, special diet, attendant etc. give details if available	
	r) Whether the injured got reimbursement of medical expenses from his employer or under a mediclaim policy, give details if available.	
	s) Whether the injured was provided cashless treatment by the Insurance Company? Give details, if available	
3.	Any other relevant Information	

RELEVANT DOCUMENTS TO BE ATTACHED		PART - III
1.	First Information Report	
2.	Photographs of the scene of the accident from all angles	
3.	Statement of the witnesses recorded by the Police	
4.	Scientific Report, If the Victim was under the influence of any liquor/drugs.	
5.	In case of death a) Post Mortem Report b) Death Certificate c) Photograph and Proof of the identity of the Dead d) Proof of legal representatives of the deceased e) Photograph, specimen, signatures attested by the bank and identity proof of the legal representatives of the deceased f) Treatment of the deceased with the name and address of the hospital g) Bank account No. of legal representatives of the deceased	
6.	In case of Injury a) MLC b) Multi angled photographs of the injured c) Photograph, specimen signatures attested by the bank and identify proof of the injured. d) Disability certificate	
7.	Any other relevant information	

Verification

Verified at On this of that the contents of the above report are true and correct and the documents mentioned in Part III have been verified.

**Station House officer
(Name and Stamp)**



INTER PLANT STANDARD FOR SAFETY IN STEEL INDUSTRY

SAFETY IN CONTRACT WORKS

IPSS:1-11-011-01

No corresponding Indian Standard exists

FOREWORD

This Inter Plant Standard formulated by the Standard Committee on Personnel Safety Appliances & Procedures, IPSS 1:11 with the active participation of the representatives of steel plants and associated organizations in the field, was adopted in May, 2001.

This is one of the series of Inter Plant Standards in the area of the safety in the steel plants with a view to providing guidance to all concerned in accident prevention.

1.0 SCOPE OF WORK

- 1.1 Safety is the responsibility of the Contractor and his staff / employees/ workmen engaged/ deployed for execution of work under the Contract, individually and collectively. For this purpose, the Contractor staff means and includes all his associates and sub-contractors / vendors/ sub-vendors and their staff/ employees/ workmen deployed for execution of the work covered under the contract. The Contractor shall ensure that his workmen participate in the safety awareness, health care and safety training programmes whenever such programmes are organised by the employer or the Contractor.
- 1.2 The Contractor's scope of work shall include, but not limited to execution of work/ contract, adequate safety arrangements for men machinery etc. engaged during the execution of the Contract.
- 1.3 While executing the Contract, the Contractor / his supervisor has to ensure safety of the surroundings with regard to employer's workplace/ site and other contractor's men/ machine/ materials/ system etc.

1.0 DETAILED PROCEDURE/ PROTOCOL

- 2.1 Before starting the work, a safe work procedure/ protocol shall be prepared and signed jointly by the executing department, representative of Safety Deptt. and the Contractor or his representative. This procedure/ protocol shall be prepared by breaking the whole job into small elements and listing them separately in the sequence. Against these elements, the agency responsible for doing it, would be mentioned. Any other details about these elements, may also be mentioned in the remark's column.

- 1.1 Before starting of the work in railway premises, the contractor shall submit a detailed program related to works to be executed in the railway premises to Railways & NSL in advance. He shall obtain necessary railway approvals in coordination with NSL. The detailed program shall include safety precautions.

3.0 MEMORANDUM OF UNDERSTANDING (MOU)

- 3.1 A Memorandum of Understanding, placed at Enclosure-A, shall be signed between the Contractor and Employer after award of the Contract.

ENCLOSURE - A

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

Memorandum of Understanding between the (Company/ Plant) and the (Contractor) for safe execution of contract work.

This Memorandum of Understanding is made and executed by and between **NMDC Steel Limited**, a Company and/ or Plant registered under the Companies Act 1956 and/ or Factories Act and having its registered office at **NISP, Nagarnar, NMDC STEEL LIMITED, DIST: Bastar, Chhattisgarh, 494001** or their authorised representative(s), hereinafter referred to as “Employer” (which expression shall wherever the context so requires or admits be deemed to mean and include its successor in business and assignees) of the one party

AND

M/s _____ having its registered office at _____ hereinafter referred to as the “Contractor” (which expression shall wherever the context so requires or admits be deemed to mean and include its successors in business and assigns) of the other party.

WITNESSESTH THAT

Whereas the Employer gives highest importance to the safety in execution of work, seeks co-operation from the Contractor in this endeavour.

Thus, the Memorandum of Understanding is for promoting the safety aspects required to be followed at workplace/ site and will be applicable to any site job to be done by the Contractor.

AND

Whereas the Contractor has read all the terms and conditions of the Employer and whereas the Contractor has studied the following documents.

- Tender documents, enquiry/ order specification including General Conditions
- “General Safety Rules”, “Safety Rule for Construction work” and “Electrical Safety Guide”.
- Factory Rules, Factories Act 2013, Indian Electricity Rules 1956.

The amendments to any of the above rules and any other rules and regulations or procedures, circulars, notices and advices laid down by the Employer from time



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to time whereas these documents are included as Annexure to this Memorandum of Understanding.

Now, it is hereby agreed and declared by and between the Employer and the Contractor as follows:

Clause-I The Contractor shall abide by the terms and conditions stipulated in “Annexure to the Memorandum of Understanding between Employer and the Contractor for safe execution of the Contract work (_____ 20...)” .

Clause-II The Contractor shall undertake full responsibility for safe execution of the job at work place/ site and safety of his personnel from the time he enters the gates of _____ till the time he leaves the works gates after his duty.

Clause-III Without giving any prior notice, the Employer shall from time to time be entitled to add/ or amend any or all terms and conditions with a view to improving safety of personnel and safety of work, with immediate effect and shall be binding on the Contractor. The Contractor agrees to implement all such amendments which shall be laid down by the Employer.

Clause-IV Besides following the guidelines, safety rules and regulations, safety codes given in various safety procedures/ documents mentioned above, the Contractor shall also prepare a job safety analysis wherever there are complicated and hazardous working involved. The Contractor shall consult executing agency, supervisors Safety and Accident Prevention Services Department and officers from specialised agency of Employer in preparing such documents.

In witness thereof, the parties hereto by representatives duly authorised have executed this Memorandum of Understanding on _____ day of _____ 20....

Signed on
for and on behalf of (Company/Plant)

Signed on
for and on behalf of (Contractor)

Signature

Signature

Name

Name

Title

Title



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SAFETY - GENERAL TERMS & CONDITIONS

1.0 SUPERVISOR

1.1 The Contractor shall engage qualified and competent supervisors for executing the Contract. The supervisor must be able to i) read drawing ; ii) understand the safety aspect of the job ; iii) take necessary precautionary measures ; iv) ensure leadership for the safe execution of the job.

2.0 SAFETY SUPERVISION

2.1 The Contractor shall provide at least one competent full-time safety supervisor who shall be nominated for each contract depending on the number of persons employed and safety requirements of the job including round the clock supervision on safety aspects, wherever required.

3.0 GATE PASS

3.1 The Contractor shall, in accordance with prescribed procedure, obtain gate passes (photo passes) from Employer's Security Department who shall make it available to the Contractor, to enable the Contractor and his staff / employees/ workmen to enter the work area inside the plant as well as un-enclosed (open) work area like township. The Contractor shall make arrangement for instant photography for those contract workers who may be required to go to work in emergency and do not have photo passes.

4.0 SAFETY INDUCTION

4.1 In order to provide basic industrial safety training to the workers of Contractor, Employer will provide on request, the general safety induction to the workmen/ supervisor at Safety Engineering Department. The Contractor shall submit the list of persons with full details for the job of safety induction to the Engineer for arranging the same. The Contractor shall not engage untrained personnel for executing any Contract inside the works. Job safety induction is a compulsory thing for every job to start with.

4.2 If at any point of time, Contractor feels or needs any special safety training for carrying out a particular job the same shall be arranged by the concerned Engineer of the Employer. For this, the Contractor shall inform the concerned Engineer of the Employer well in advance of commencement of such job.

4.3 The Contractor shall motivate and encourage his employees/ workmen to make personnel contribution towards enhancing safety on the basis of their knowledge and experience.

4.4 The Contractor shall have adequate number of Pocket Sized Safety Cards containing safety instructions prepared on the basis of Employer's model safety book for Contractors workers in Hindi or regional languages as may be required and shall issue them to all his employees/ workmen and ensure that they read it before commencing the work. The safety instructions from these Safety Cards shall be read and explained by the Contractor or his representative to those employees/ workmen who are illiterate

and cannot read and ensure that they have been understood. If the employees are signing in the attendance register, the Contractor shall arrange to write “Safety Sentence” on the top of each page below which each employee will either sign or put his thumb impression as a token of his/ her attendance also for having read/ understood the safety instructions.

The “Safety Sentence” shall be “I have read/ understood the Safety Instructions and I shall work according to these instructions”.

- 4.5 The work areas where a different system of keeping attendance exists, the Contractor or his representative shall furnish the list of employees/ workmen deployed on the job on any particular day and on top of which the following sentence will be recorded by the representative of the Contractor.

“I have explained the safety instructions to my workers mentioned below and assure that they have understood the instructions and shall work according to these instructions”.

- 4.6 The Contractor shall provide Safety toolbox talk every day before start of the job i.e. briefing the nature of work to be carried and the necessary precautions to be taken while executing the job/ Contract during the particular day.

- 4.7 Contractors shall follow all special safety precautions issued by the executing authority or his site engineer from time to time.

5.0 LEGAL AND PENAL

- 5.1 The Contractor shall abide by the provisions of all statutory acts and rules as applicable and maintain register/ documents, submit periodic reports and returns furnish information/ report relating to accidents occurring in the area of work to competent authority in time.

- 5.2 The Contractor shall be liable for prosecution and Liquidated Damages in accordance with as prescribed under the law of land, terms & conditions of Contract as well as rules of the Company relating to safety, for not observing those provisions by the Contractor or his employees/ workmen.

- 5.3 The Contractor shall keep the Company indemnified against all losses/ claims due to accidents/ injuries/ damages caused at the Contractor’s works site. He shall be fully responsible for accidents caused due to the Contractor or his agents or workmen’s negligence or carelessness in regard to observance of the safety requirements and shall be liable to pay compensation for injuries.

- 5.4 The Engineer or Head of the Safety Department or their authorised nominees, upon their satisfaction that the Contractor is not conforming to the safety requirements, may direct stoppage of work and direct the Contractor to remedy the defects or supply the facility/ equipment as the case may be. The Contractor shall not proceed with the work until he has complied with such directions to the satisfaction of the Engineer/ Safety Department.

- 5.5 If a Driver or any staff of the Contractor is caught in theft case or in any unauthorised

movement of materials or in the activity which is punishable under the law or not authorised by the plant, the Contractor shall bear the full responsibility for the loss and other consequences which may result to the plant due to such illegal / unauthorised acts besides the action to terminate the Contract by the plant.

- 5.6 The Contractor shall be responsible to ensure that vehicles belonging to him are not driven in reckless or rash manner so as to become a potential threat to the safety of the traffic in the plant or township area. The drivers of the vehicles shall be made to adhere to the speed limits wherever applicable. Failure to comply with the above, may result in termination of the Contract.

In case of accident or injury or damage caused by the Contractor's vehicle or staff to any person or property, the financial responsibility to compensate be borne solely by the Contractor and this amount may, at the discretion of the Competent Authority of the Plant, be recovered from the bills or security or other deposits of the Contractor.

- 5.7 The Contractor shall ensure that all his employees/ workmen are covered under "Workmen Compensation Act" and shall pay compensation to his workmen as and when the eventuality for the same arises.
- 5.8 To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the Contractor shall be open to inspection by the Engineer or his representatives, Safety Engineer and Labour Officer.
- 5.9 The Contractor shall enclose along with his first bill a true copy of the Safety Induction Form (Annexure-1A) duly certified by the Executing Authority regarding use of safety appliances, following of safety instructions and observance of all safety laws, failing which the bill will not be processed for payment.
- 5.10 Notwithstanding the above clauses, there is nothing in those to exempt the Contractor from the operation of any other Act or rule in Republic of India for the safety of men and materials.
- 5.11 The safety violations have been classified in to five categories (I to V) as enlisted at Annexure-1. Without prejudice to the right conferred by the Clause 5.4 above for stoppage of work for violation of safety requirement, the contractor shall be liable for Liquidated Damages at the rates indicated below depending upon the category of violation.

Category	Liquidated Damages Rs./Violation
I.	1000/-
II.	2500/-
III.	7500/-
IV.	20,000/-
V.	3 lakhs or 20% of the contract value whichever is lower.

In the event of repetition of violation for third time and onwards by the contractors, the Liquidated Damages shall be imposed at double of the Liquidated Damages rate for the second violation.

6.0 PPE & SAFETY APPLIANCES

- 6.1 The Contractor shall provide all the PPE (Personal Protective Equipment) and safety appliances required to carry out the job to all the workmen deployed by the Contractor and also ensure that his workmen use those PPE and safety appliances while on the job. The Contractor shall not pay any cash amount in lieu of PPE to the workers.
- 6.2 The PPE and safety appliances provided by the Contractor shall be of the standard as prescribed by the Inter Plant Standardisation in Steel Industry (IPSS) or by Bureau of Indian Standards (BIS). If materials conforming to IPSS or BIS standards are not available, PPE and safety appliances shall be procured by the Contractor as approved by the Employer.
- 6.3 If the Contractor fails to ensure provision of safety appliances required to carry out the job safely to the workmen and that his workmen do not use the PPE and safety appliances as needed for safe working, Engineer and the Safety Engineering Department upon the satisfaction that the Contractor is not conforming to the safety requirement may direct the Contractor for stoppage of work and require the Contractor to remedy the defects.

The Contractor shall not proceed with the work until he has complied with each direction to the satisfaction of Engineer and Safety Engineering Department.

7.0 SITE CLEARANCE

- 7.1 Prior to commencement of work, the Contractor shall obtain a clearance from the Safety Engineering Department of the Employer and concerned department/ section of the Employer where the job is to be carried out. The Employer/ Engineer shall not permit the Contractor to commence the work unless Contractor or his representative produces such clearance certificate. The Department concerned shall grant such clearance after ensuring that :
- The Contractor himself has undergone Safety Induction Training organised by the Employer's Safety Engineering Department in the preceding twelve months.
 - The Contractor's workers, identified for particular work / Department, have undergone Safety Induction Training in the preceding twelve months.
 - The Contractor has arranged PPE and Safety appliances for himself and for all his workmen, as required.
 - The Contractor possesses work permit issued by the Employer or Employer's representative for which the "Work Clearance Form "(Annexure-1B) shall be filled in triplicate by the Contractor for record of :

- i) Safety
- ii) Department/ Section of the Employer granting clearance and
- iii) Contractor

e) The Contractor and his supervisors along with the Contract documents and job instructions received from the employer, will come to Employer's Safety Engineering Department where the Contractor will obtain Safety Rule Book for Contractor and seek clarifications, if any. The Contractor is not permitted to stop the job without clearance from Employer's Safety Engineering Department.

f) The Contractor shall possess handling equipment, tools & tackles of adequate capacity and tested quality.

7.2 Contractor shall obtain specific permission in accordance with IPSS:1-11-007-01 "Procedure to Permit to Work" and IPSS:1-11-005-98 "Procedure for working at height by Contractor's Workers" from the Engineer of the company or the companies Safety Department before commencing the following:

- a) Working in an operating plant / equipment ;
- b) Working at height ;
- c) Working in areas expected to have toxic/ poisonous gases ;
- d) Major site activities irrespective of the clearance already obtained ;
- e) Wherever there are hazardous of electricity moving.

The Contractor shall obtain the copies of the above IPSS procedures from the Engineer or the Safety Engineering Department.

The, PERMIT TO WORK (PTW) system of Employer shall be followed while working at site.

7.3 The executing department shall take necessary shut down of operating plant before commencement of job in that area. The Contractor shall ensure that shut down/ clearance is taken before sending workers to such locations particularly in the area where there are hazardous of gases, electricity, moving machinery etc.

The LOCK OUT AND TAGOUT (LOTO) Procedure shall be followed while isolating any energy sources, while issuing PERMIT TO WORK (PTW).

8.0 SKILL AND COMPETENCE OF WORKMEN

8.1 The Contractor shall be responsible to engage competent and skilled workers.

8.2 Before starting of the day's job, the Contractor shall ensure that safety briefing has been done to his workers by himself or his supervisors who have been imparted safety induction earlier and also maintain records to this effect.

9.0 PHYSICAL FITNESS OF WORKMEN

9.1 The Contractor shall ensure that his employees/ workmen subject themselves to such medical examination as required under the law or under the company's rule and keep a record of the same.

9.2 The Contractor shall not permit any employee/ workmen to enter the work area under the influence of alcohol.

10.0 DEALING WITH ACCIDENT

10.1 The Contractor shall maintain a safety register, keep records of all minor and major accidents, serious or averted (near miss) accidents, with or without injuries to human beings and shall submit a report about the accident to the Engineer promptly, on the form prescribed by the Employer.

10.2 The Contractor's supervisor/ officer in charge shall arrange to take the injured person first to Plant Medical Unit with IOW (Injury on Work) form given on Annexure-1C and under no circumstances, take the injured person directly to his own doctors. The information of fatal accident shall be given on Annexure-1D.

10.3 The Contractor shall not interfere with the site of accident, unless inspected and / or permitted by the competent authorities.

10.4 The Contractor shall arrange to avoid any sort of commotions at site in the event of an accident.

10.5 Near miss incidents shall be reported in the format attached at Annexure - 1E

11.0 MISCELLANEOUS

11.1 Safety Records (Statutory Records)

The Contractor shall keep record of :

- i) Test certificates of all lifting tools & tackles, pressure vessels etc.
- ii) Periodical inspection report of safety appliances,
- iii) Maintaining accident analysis report in proper format in consultation with Employer's Engineer.
- iv) Safety record as per _____Factory Rules/ Safety Codes or any other Statutory provision shall also be maintained. However, necessary help in this regard can be taken from concerned Safety Organisation.

11.2 Gas Lines

To work in dangerous gas lines e.g. Coke Ovens gas line, Blast Furnace gas line, LD gas line etc. Employer will provide job safety induction to the Contractor's personnel. For this the Contractor shall give in writing the list of personnel likely to work in gas line (new/ old) to the Engineer who in turn will arrange the safety induction to the Contractor's personnel inside Employer's Works. The Contractor shall ensure the presence of his personnel at place of safety induction (normally Central Gas Safety Station, E&E Department) and follow the steps, General rules & regulations as imparted

during the training.

11.3 Electrician/ Other Electrical Personnel

The Contractor shall engage qualified and competent electricians and other electrical personnel while working on electrical lines (which may be High Tension, Medium Tension and Low Tension electrical lines) for safe execution of Contract. The electricians and other electrical personnel must possess requisite certificate issued from competent authority.

Electrical Equipment

- a) The Contractor shall ensure proper earthing of all electrical equipment/ machinery prior to start of the machine. The Contractor shall also ensure daily examination of the earthing of equipment/ machinery prior to start of the job in order to avoid electrical hazards.
- b) The Contractor shall ensure use of proper cable (may be welding cable or power cable or control cable). The joints of the cables shall be perfectly insulated. The Contractor shall also ensure the use of proper plugs, sockets and other electrical fittings while executing any Contract. ELCB of appropriate rating shall be used by the Contractor in the power distribution system for safety of personnel working.

11.4 Scaffolding/ lifting/ lowering / dismantling of equipment or fabricated structurals or any other materials.

- i) For safe execution of the Contract, Contractor shall make a programme of a piece/ whole job, in sequence of steps involved in execution the required safety measures to be taken during the execution of the job.
- ii) The Contractor shall ensure the use of sufficiently strong scaffolding with sufficiently strong hand railings during the execution of the job. The Employer will provide prints of “Standard Scaffolding Drawing” on request by the Contractor. Scaffold/ platform to be used by more than 2 persons has to be approved by the Site Engineer and the concerned Safety Organisation, jointly. The Contractor shall ensure the use of scaffoldings at construction site by his personnel working at height, fabricated as per standard drawing for scaffolding. If the scaffolding as per the standard drawing is not found suitable at site, the Contractor shall make necessary modification to strengthen the same. For any civil engineering job, the Contractor will provide adequate support before casting or any superstructure and provide approach, scaffolding etc., in such a manner that is safe, easy for movement of men, women and materials.
- iii) The Contractor shall make his own arrangement for the area lighting/ spot lighting at fabrication yard. The Employer will provide power source at one point only near to the fabrication yard.
- iii) The Employer will provide area lighting at erection site only. The Contractor shall make his own arrangement for spot lighting. The source of power supply at the

nearest possible point will be shown by the engineer at site.

11.5 House keeping

- i) The Contractor shall ensure good housekeeping in his working area, fabricating yard as well as at erection site. The safe approach to the working place must be ensured. Place for keeping raw materials, semi-finished materials should be clearly marked with proper identification. Machine component shall be kept properly under shed.
- ii) The Contractor shall keep the scrap material at one place duly barricaded and shall remove the same regularly from the work place.
- iii) The Contractor shall stack properly the fabricated or any other items likely to be erected very shortly at erection site, in such a way that the materials do not cause congestion at site or create unsafe condition for free and safe approach.
- iv) The Contractor should put up a board (minimum 4' x 3') indicating the name of the Contractor, details of the job, order No., starting date and likely completion date of the job. On completion of the job, the Contractor shall clear the site (good materials and scrap). The board so displayed shall be taken out of the site. Any material left after the job is over will be picked up by the Employer and the Contractor will be charged back for the same.
- v) Barricade

The Contractor shall ensure barricade of the unsafe area, which can lead to accidents to any unknown person working in that area. In order to remove unsafe condition and prevent accidents, this unsafe area such as trench/ pit/ foundation, any type of opening made or left in any floor of the building including staircase etc. must be barricaded.

The hand railings shall be immediately provided in all the floors, stairs etc. before proceeding for erection/ dismantling.

- vi) Removal of muck shall be done within 24 hours from road sides.
- vii) The Contractor shall be responsible for removing all unwanted materials /scaffolds from the work site.
- viii) The Contractor shall issue written as well as oral instructions from time to time, in addition to the precautions, measures spelt out above so as to ensure that the workers adhere to safety norms specifically needed for the particular job during the execution of the work.

11.6 The Contractor shall ensure that compressed air is not used for removing the dust from

one's clothes. Compressed air shall not be blown against any one as it may injure or even kill him / her.

- 11.7 The Contractor shall provide, maintain and arrange for periodical checking of adequate numbers of fire extinguishers of appropriate type and other facilities (e.g. sand buckets, asbestos covering etc.) in fire prone areas.
- 11.8 The Contractor shall provide clearly demarcated access and exits at work site to take care in case of outbreak of fire or any other eventualities.
- 11.9 The Contractor shall ensure that smoking or keeping of naked light near gas lines, valves and any other equipment connected with gas distribution system and handling of all inflammable material is strictly prohibited.
- 11.10 The Contractor shall ensure that no one takes rest/ shelter below any dumped slag, boulder or any other cut pit/ excavation near any stock of materials, electrical installations and gas lines etc.
- 11.11 The Contractor shall ensure the availability of first aid box at the working sites.
- 11.12 Make available all necessary personal safety equipments/ appliances such as safety helmets, safety boots, full body harness, gloves, leather gloves for welders, clear glass, safety goggles and other relevant PPEs as advised by Safety Department or Departmental Safety Officer for the use of persons employed at the site of work and maintain in condition suitable for immediate use and shall take steps to ensure proper use of equipment by the workers.
- 11.13 Usage of full body harness and anchoring it at rigid place is to be ensured by the Contractor or his supervisor who shall be present all the time on working spot.
- 11.14 Use only steel pipe scaffolding.
- 11.15 Contractor shall also ensure the presence of supervisor at site during the execution of the job.
- 11.16 Obtain passes from Safety Department for those persons who will be required to work at height of above 2 meters.
- 11.17 In case of contracts involving deployment of workers at a height exceeding 10 meters, the following clauses will also apply -
- A) Persons carrying out such jobs should be selected by the contractors within age group of 20 years to 50 years with doctors certificate about fitness to work at height in the format prescribed by NSL.
- B) All such persons should be medically examined for fitness and fit certificate may be issued by Plant Hospital, Nagarnar. Rs.500/- per contract labour will be charged from the Contractors towards this medical examination by Plant Hospital, Nagarnar.
- C) Special Training is to be imparted by Safety Department for such persons.

- 11.18 (I) Operating Authority will assess the Liquidated Damages amount having regard to all the circumstances, in particular the nature and gravity of the violation on the advice of the Head of Safety Department and will issue a show cause notice specifying therein the proposed Liquidated Damages. Considering the cause shown by the contractor, if any, the Operating Authority shall pass final orders which shall then be binding on the contractor. The Liquidated Damages amount shall be recoverable from any bill and/ or SD of the contractor without any further reference to him.
- (II) In case of violations from Category (I) & Category (II) i.e. occasional violation and minor violation, if repeated for the second time and onwards, the Liquidated Damages will be recovered, the Liquidated Damages will be recovered from the dues of the contractor on the advice from SED (Safety Engineering Department) officials and the Operating Authority will be kept informed only.
- (III) For the violations of Category-III and Category-IV as mentioned above and detailed in the Annexure, if repeated for the second time and onwards, the Liquidated Damages will be recovered by the Finance Department against an advice from SED (As decided in consultation with the Operating Authority within 3 days from the date of violation).
- (IV) In case of violation of Category-V i.e. Fatal cases, SED officials will impose fine of Rs.3,00,000/- or 20% of the contract value whichever is lower on the contractor without consulting Operating Authority and direct Finance Deptt. to deduct from the contractor's dues. The Enquiry Committee of the fatal cases may recommend suspension/ banning business dealing with the contractor, if found appropriate.
- 11.19 Contractors should ensure that his workers follow all jobs specific safety precautions as instructed from time to time by Contract Operating Authority or his representative.
- 11.20 a) Persons working on platform above 02 meter from the ground level and persons working on the ground level on the periphery of the pit which is 02 meter or more deep must wear ISI safety belt and persons working on the platforms which are 05 meter above the ground level, but less than 10 meters, must undergo safety training for 'Working at height' being imparted by Safety Engineering Department and must also wear safety belt. A certificate for such safety training for 'Working at height' will be issued to the person by Safety Engineering Department valid for a maximum period of one year.
- b) Persons working on the platform above 10 meter from the ground level and persons working on the ground level on the periphery of the pit which is 10 meter or more deep must use ISI Safety Belt and obtain medical / mental fitness certificate from the Medical Officer of the company/ Civil Surgeon, Nagarnar. On the basis of this certificate, Safety Engineering Department will impart safety training for working at height and issue height pass. Height pass issued will be in the name of individual worker and its validity will be for a maximum period of 01 year only.
- c) On expiry, certificates of safety training for working at height as per 4(a) and height passes as per 4(b) will be renewed after the workers passes the tests and

imparted training once again

12.0 Operational Control Procedures:

Purpose:

To establish and maintain the procedure and to ensure that -

- i. Operational controls as applicable to the organizations and its activities
- ii. Controls related to purchased goods, equipments and services
- iii. Controls related to Contractors
- iv. Documented procedures to cover situations where their absence could lead to deviations from OHS policy
- v. Stipulating operating criteria

Procedure:

- i. Identify those activities, operation and services that are having hazards and risk assessed and identified and prioritized significant risks where operational control is required.
- ii. Documented operational control procedures shall be prepared to cover the activities, operations and services.
- iii. Operational Control Procedures shall be made available at the place of work in printed or electronic form.
- iv. Critical equipment, machinery and other sources from point of OH & S shall be identified and their preventive maintenance schedule shall be laid down in order to reduce / control or prevent incidents. Machines and equipment shall be operated, monitored as per the Operational Control Procedures and laid down criteria and records shall be maintained.
- v. Controls related to contractors for adherence to all safety precautions and applicable guidelines.

13.0 Safety Guidelines by Ministry of Steel;

The Contractor shall adopt the Safety guidelines issued by Ministry of Steel while working at site, the guidelines are available in the following website;

<https://steel.gov.in/safety/safety-guidelines-iron-steel-sector>

Category	Violations	Fine
I	1. Occasional violation of not wearing crash helmet in works/ office area	₹ 1000/-
II	<p><u>Minor Violations.</u></p> <ol style="list-style-type: none"> 1. Height pass not made/ available. 2. Unauthorized entry at height/ hazardous location. 3. Proper ladder/ steps not provided for descending. 4. Shuttering not done (below 2 Mtr level) of excavation. 5. Over hanging burden in pit not removed in excavation. 6. Power cable clamped with GI wires to post/ pillar. 7. Power cable tied on reinforced rod/ structure without proper insulation. 8. Loose connection taken from board without proper board plug. 9. Fitness certificate of cranes/ hydramoc/ heavy vehicles not available. 10. Crane rope conditions not OK. 11. Rope of crane not clamped properly. 12. Tyres of vehicle having patching/ bolting. 13. Not wearing safety helmet at site. 14. Working in slippers/ barefoot. 15. Hand gloves not used. 16. Gas cutting without goggle. 17. Rolling/ lifting of cylinder/ dragging on the ground (without cage). 18. Welding with non-standard holder. 19. Welding machine earthing not done (double body earthing). 20. Gas Hose Pipe clamping done by wires. 21. LPG cylinder date expired/ over. 22. Wet bags not put on gas cylinder. 23. Loading/ unloading of cylinder - cushion not given. 24. Condition of hose pipe not good. 25. Working with leaking cylinder. 26. Using non power cable instead of welding cable. 27. Working without work permit/ shut-down. 28. Not putting red flags/ stopper. 29. Dismantling of structure without authorized plan. 30. Unauthorized Oxygen tapping. 31. Working on NSL installation without permission. 32. Not having proper gate passes/ other area passes. 33. Use of damaged slings/ tools/ ropes. 34. Hand grinders/ mixer machines without guard. 35. Not reporting of accident. 36. Taking shelter behind electrical panel. 37. Driving of heavy vehicles on the main road during 	₹ 2500/-

	<p>restricted hours.</p> <p>38. Parking at unauthorized place.</p> <p>39. Truck side panel/ broken, not OK.</p> <p>40. Dropping/ spillage of material on the road.</p> <p>41. No number plate on the vehicle.</p> <p>42. No indicator light/ brake light on vehicles.</p> <p>43. Repeated Unsafe condition and Unsafe practice observed at site. (Repeated safety violations)</p>	
III	<p><u>Major Violations</u></p> <ol style="list-style-type: none"> 1. Using bamboo / or other non-standard material for scaffolding. 2. Railing not given at platforms or opening of floor. 3. Scaffolding planks not tied. 4. Throwing / dropping of material from height. 5. Proper ladder/ approach not given for working at height. 6. Walkway/ cross over path not provided. 7. No barricading of excavated pits. 8. No top cover on power distribution board. 9. Sleeping under truck. 10. Absence of supervisor at work site. 11. Welding screen not used. 12. Major Near Miss incidents due safety lapses, having serious potential safety risks. 	₹ 7500/-
IV	<p><u>High Risk Violations</u></p> <ol style="list-style-type: none"> 1. Full body harness (FBH) not wearing. 2. Life line of FBH not anchoring. 3. Floor opening left unguarded in the area of work. 4. Working at roof without daily permit. 5. Major incidents and accidents due to safety lapses. 6. Lapses in LOTO compliance at site. 	₹ 20000/-
V	Fatal Accident cases	<p>Rs.3,00,000/-</p> <p>Or</p> <p>20% of contract value whichever is lower.</p>



Providing Services for Site Survey of Raw Material & Other Semi-Finished Products Stockpiles for a Period of Two Years for 3.0 MTPA ISP at Nagarnar near Jagdalpur, Chhattisgarh State

ANNEXURE-1A

(Name of the Organization)
(Name of the Unit)

SAFETY INDUCTION FORM

Safety induction to the Contractor for starting a job.

1.	Name and address of the Contractor	:	
2.	Contract/ Award Letter/ Work Order No.	:	
3.	Name of the Department awarding Contract.	:	
4.	a) Probable date of starting the job	:	
	b) Duration	:	
5.	Place & nature of work	:	
6.	Name & designation of supervisors	:	
	i) Departmental (1) (2)		
	ii) Contractual (1) (2)		
7.	Necessary safety precautions explained.	:	
8.	Safety appliances advised for usage to the workers.	:	

Safety Engineering Department
or Engineer's representative

I have gone through the Safety Rules Book for Contractors and received a copy of the same. I shall follow all safety precautions/ instructions given to me and shall be responsible for safety of my staff/ employees/ workmen.

Signature of Contractor

Certified that requisite Safety Appliances are available with workers and Contractor is permitted to start the work.

Signature of Engineer

Certified that requisite Safety Appliances are being used and safety precautions/ measures are being adopted.

Safety Officers of Employer

Copy to :

1. Safety Department.
2. Operation/ Works Department.
3. Contractor with one spare copy.



Providing Services for Site Survey of Raw Material & Other Semi-Finished Products Stockpiles for a Period of Two Years for 3.0 MTPA ISP at Nagarnar near Jagdalpur, Chhattisgarh State

ANNEXURE-1B

(Name of the Organisation)

(Name of the Unit)

WORK CLEARANCE FORM FOR CONTRACTORS

1. Name of Contractor's firm with address :
2. Engaged by which Department :
3. Name of the representative / supervisor of the Contractor supervising the job. :
4. Precise nature of work to be carried out / work order reference. :
5. Precise location of work :
1. Proposed date and time of commencement of work. :
2. Expected No. of days required for the work. :
3. Whether Contractor's workers are to be engaged in G/A/B/C shifts and No. of people engaged. :

I accept responsibility for ensuring that all men under my control shall observe the statutory safety requirement and follow the safety instructions of the plant.

Date :

Signature of the Contractor

Certified that the Contractor has been engaged by us for the work described above.

Date :

Signature of the Engineer
(Certificate to be given by the Department/ Section
where work is to be carried out)

You are authorised to carry out the work described below :

Date :

Signature of the Safety Officer of the Employer.

Note :



Providing Services for Site Survey of Raw Material & Other Semi-Finished Products Stockpiles for a Period of Two Years for 3.0 MTPA ISP at Nagarnar near Jagdalpur, Chhattisgarh State

1. The form shall be filled-in in triplicate by the Contractor for the record of (I) Safety Engineering Department, (ii) Department/Section granting clearance, (iii) Contractor.
2. These certificates are not a substitute for the electrical permits and do not give permission to use masked lights or work in gas hazardous areas or enter closed vessels or for explosives, which shall be taken separately whenever required.



Providing Services for Site Survey of Raw Material & Other Semi-Finished Products Stockpiles for a Period of Two Years for 3.0 MTPA ISP at Nagarnar near Jagdalpur, Chhattisgarh State

ANNEXURE-1C

(Name of the Organization)
(Name of the Unit)
INJURY ON WORK
(Contractor's Employees)

1.	Name of the firm	:	
2.	Name of the Contractor	:	
3.	Name of Department (Awarding Contract)	:	
4.	Name of the injured person	:	
5.	Designation, gate pass No./ Token No.	:	
6.	Date and time of accident	:	
7.	Department where accident happened	:	
8.	Exact place of occurrence	:	
9.	Eye witness (name & designation)	:	1)
			2)
10.	Persons appraised of	:	1)
			2)
11.	Brief account of the accident	:	

Date:

Signature of the Contractor /
Contractor's supervisor

(Particulars to be filled in by the Medical Officer)

1. Nature of injury :
2. Injured person is fit/ unfit to return to duty. :
3. If unfit, period of rest recommended :
4. This employee has been notified that he is fit/ unfit as per Sl. No.2. (strike out which is not applicable). :

Date:

Signature of the Medical Officer.

Name:

Seal :

Annexure-1C (contd.)

Note :

1. When an injury occurs to a Contractor's employee while inside the factory, the injured person should be sent to Plant Medical Unit immediately, with this form in triplicate.
2. The Medical Officer on duty at Plant Medical Unit will retain one copy and send one copy to Safety Engineering Department. The third copy shall be returned to the Contractor concerned after duly filling up the forms.

In case, the Contractor takes the injured person to his private doctor, he shall do so by giving a written undertaking to the doctor in Plant Medical Unit and to the Manager, Safety Engineering Department.

If the private doctor declares the injured person unfit for duty more than 2 days, this becomes a reportable accident under the Factories Act and the Contractor shall immediately report this to the Manager, Safety Engineering Department for sending reports to concerned Government agencies.

The Contractor shall also keep the manager (Safety) inform about :

- a) The condition of the injured person ;
- b) The period of disability and
- c) Any loss of earning capacity certified by the doctor.

The Contractor shall produce the fitness certificate from the attending doctor after the injured person is declared fit for duty.



(Name of the Organisation)
(Name of the Unit)

NOTICE OF FATAL ACCIDENT
(Contractor's Employees)

Date:

From

(Name and address of the Contractor)

To

The Engineer
(Superintendent/ Manager)

Dear Sir,

We regret to inform you that _____ an employee of

M/s _____ met with a fatal accident at _____ AM/ PM, dated
_____ at _____. At the time of accident, he was engaged in

(Description of work)

Yours faithfully,

Signature of the Contractor / Contractor's
supervisor



**NMDC STEEL LIMITED
NAGARNAR (C.G)
(NEARMISS INCIDENT REPORT)**

1	Name of the Department	
2	Name of the location / place, where the incident occurred	
3	Brief description of the Incident.	
4	Date and Time of the incident	
5	Name(s) & Designation(s) of the person(s) escaped due to the incident	
6	Names of the persons who witnessed the incident	
7	Probable Cause of the Incident.	
8	Suggestions by the department to avoid such incident in future	

Place:

Signature of Head of the Department

Date:

Name, Designation & Department.

To: 1. Head of Safety

2. Head of Personnel

Copy to:

1. Head of Project NSL, Project-For kind information

Note:

1. All near miss incidents are to be reported to Head of Safety by the head of the Department immediately.