



NMDC LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
DONIMALAI COMPLEX
DONIMALAI TOWNSHIP – PO, -SANDUR – TALUK, BELLARY-DISTRICT, KARNATAKA
PIN CODE-583118
PELLET PLANT
PHONE-08395-274613

Donimalai Iron Ore Mine, Sandur (Tq), Bellary (Dist), Karnataka PIN:583118

Name of Work: “Design, Engineering, Procurement & Supply, Construction & Commissioning of 60 KW AC Roof Top Solar Photovoltaic Grid Connected Power Project in Pellet Plant, Donimalai NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of Ten (10) Years”.

(TECHNO - COMMERCIAL)

Tender Enquiry No: NO. DNM/PPT/Solar Roof Top/2020

Date: 23/11/2020

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CHECK LIST

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A	Part- I		
1	Cost of bid document if downloaded from website		
2	Earnest Money Deposit		
3	Letter of Undertaking as per Form B		
4	Information about the tenderer as per Form C		
5	Power of Attorney of signatory to the tender as per tender stipulations.		
6	Copy of PAN no by IT department Copy of P.F. Registration no. allotted by RPFC or an Letter of undertaking as per Form I		
7	Details of equipments, tools and tackles etc. The tenderer proposes to deploy for this work – form-E		
8	Details of work done during the last seven years as per pre qualification requirement as per Form F		
9	Details of similar work done during the last seven years as per Form F1		
10	Details of Current Commitments of the tender as per Form G		
11	Statement of Exceptions & Deviations taken from the tender conditions by tenderer as per Form H		
12	Proposed Organization set up for the project at site as per Form D		
13	Time schedule network proposed		
14	Dummy Price Schedule without quoting the rate duly signed and stamped on all pages.		
15	Original Solvency Certificate of the stipulated amount as per Form-K newly added / Line of Credit (Letter of Credit)– Form-J		
16	Audited Profit and Loss account and Balance sheet for the last three Financial Years and Annual turnover as per Form A		
17	Quality Assurance Program		
18	Overall description of the proposed method for carrying out the work		
19	Amendments/corrigenda/addenda etc. if any		
20	Annual turnover as per Form A along with supporting documents		
21	Declaration by the tenderer in their letter head that the firm is not blacklisted by any Government body/PSU		
22	List of information regarding any litigation, current or during last five years in which the tenderer is involved and Parties concerned and disputed amount		
23	Undertaking on tenderer's letter head for obtaining labour license from Labour Inspectorate as required for taking up the work		
24	Copy of site visit certificate issued by NMDC		
25	Declaration of Relationship, if any with owners employees/Director(s)		
26	Copy of TD duly signed on all pages as token of unconditional acceptance		
27	Integrity Pact		
B	Part II		
28	Price Bid		

PRESS NOTIFICATION

**DONIMALAI COMPLEX
DONIMALAI TOWNSHIP ,P O-SANDUR, TALUK BELLARY, DISTRICT KARNATAKA
PELLET PLANT
PIN CODE-583118**

Tender Enquiry No: NO. DNM/PPT/Solar Roof Top/2020

Date: 23/11/2020

Tenders are invited for the work of “Design, Engineering, Procurement & Supply, Construction & Commissioning of 60 KW AC Roof Top Solar Photovoltaic Grid Connected Power Project in Pellet Plant, Donimalai NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of Ten (10) Years”

The complete bid document can be viewed and /or downloaded from NMDC LTD.’s website <http://www.nmdc.co.in> and Central Public Procurement Portal (CPP) [http:// www. Eprocure.gov.in](http://www.Eprocure.gov.in) from 23/11/2020 to 22/12/2020.

For accessing the tender document on line registration is required at NMDC LTD’s web site link <http://www.nmdc.co.in/nmdctender/default.aspx>. For accessing the bid document from CPP, the bidders have to click on **latest active bids** at www.eprocure.gov.in

For further clarification, Deputy General Manager (Ele), Pellet Plant, Donimalai Complex, Donimalai Township, Distt Bellary, Karnataka, 583118 or at kpsingh@nmdc.co.in.

For and on behalf of NMDC Ltd.

Dy. Gen. Manager, Pellet Plant

DETAILS OF TENDER ENQUIRY

Tender Enquiry No.	Name of Work	Estimated Cost in Rs.	EMD Value in Rs.	Period of completion	Cost of Tender Document in Rs.	Date of down loading of Tender Document	Last date of Sale / down loading of tender document	Last date of submission of tender
NO. DNM/PPT /Solar Roof Top/2020 Date: 23/11/2020	“Design, Engineering, Procurement & Supply, Construction & Commissioning of 60 KW AC Roof Top Solar Photovoltaic Grid Connected Power Project in Pellet Plant, Donimalai NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of Ten (10) Years”	46,84,112.60	47,000.00	07 (Seven) Months	3540.00 (including GST).	23/11/2020	22/12/2020	22/12/2020

NOTICE INVITING
TENDER

NOTICE INVITING TENDER

Tender Enquiry No: NO. DNM/PPT/Solar Roof Top/2020

Date: 23/11/2020

- 01 NMDC Limited is a profit-making Govt. of India Enterprise under Ministry of Steel engaged in the mining activities of exploration and exploitation of various minerals.
- 02 NMDC invites sealed bids from eligible **Indian** contractors. Open Tenders in **Two bid** system:
- i. Part I of Bid: - EMD, Cost of Tender Document, techno-commercial bid containing the technical, quality, performance aspects, commercial terms and conditions, Letter of Undertaking (in Company's letter head of bidder) and Integrity Pact (IP) as may be applicable for the case.
 - ii. Part II of Bid: - shall include the Price Schedule(s) duly filled in for the work of "Design, Engineering, Procurement & Supply, Construction & Commissioning of 60 KW AC Roof Top Solar Photovoltaic Grid Connected Power Project in Pellet Plant, Donimalai NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of Ten (10) Years"
- 03 The cost of the tender document is **Rs. 3,540.00 (including GST)**, non-refundable, to be deposited in the form of Account payee Bank Draft / Banker's Cheque (only in case of local parties) in favour of **NMDC LIMITED**, payable on par at **Donimalai**. In case Tender Documents are required by post, then Rs.300/- shall be added to the cost of tender documents. Requests for issue of tender documents by Post shall be made sufficiently in advance. NMDC will not be held responsible for any delay or loss of tender documents, which are sent by post. The complete set of tender documents can also be downloaded from NMDC website <http://www.nmdc.co.in>. In such cases the prospective tenderers will have to register themselves at NMDC's website link <http://www.nmdc.co.in/nmdctender/default.aspx> furnishing full details about Company/ self before downloading. The bid documents can also be downloaded from CPP Portal www.eprocure.gov.in

The cost of tender document as specified above has to be submitted in form of demand draft from Indian Nationalized Bank /Scheduled commercial bank including a foreign bank having a branch in India. This demand draft has to be submitted before the last date of submission of tender giving complete details and reference of tender addressed to General Manager, Pellet Plant, Donimalai Iron Ore Mine, Donimalai Township, Distt Bellary, Karnataka, 583118 or the demand draft of **Rs. 3,540.00 (including GST)** can be submitted in Part I of the offer. The tender will be accepted and opened only if the Bank draft / receipt of cash submitted is found acceptable to Owner. **Tenders shall be summarily rejected if the stipulated cost of tender document is not paid as specified above.**

The cost of the tender document shall not be refunded even if the tender has been cancelled or re-invited. However, in case of re-invitation of tenders, tender fee shall not be charged from those tenderers who had purchased the original tender, provided there is no change in the tender specifications and the tenderer provides proof of purchase of previous tender document in his name, in Part-I of tenderer's offer against the re-invited tender.

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

- 04 The tenders shall be submitted to **Dy. General Manager (Ele), Pellet Plant, NMDC Limited, Donimalai Complex, P.O.Donimalai Township, Distt Bellary, Karnataka 583118** on or before **1500 hrs.** on 22/12/2020.

Alternately, the tenderers shall drop their tenders in the tender box in Pellet Plant located at 1st Floor of **NMDC Limited, Pellet Plant, Donimalai Iron ore Mine, P.O. Donimalai Township, Distt Bellary, Karnataka 583118** on or before **1500 hours** on 22/12/2020.

In case the tender is very bulky and cannot be dropped in tender box or the tender is being submitted by hand, then the tender shall be handed over to the following officials of **Pellet Plant** at 1st Floor of **NMDC Limited, Pellet Plant, Donimalai Complex, P.O. Donimalai. Township, Distt Bellary, Karnataka 583118** on or before **1500 hours** on 22/12/2020.

- a) Shri. K.P.Singh, DGM (Elect.)
- b) Shri. G Channabasappa, AGM (Elect.)

The Part I of the tender shall be opened at 1530 hours on 22/12/2020 in the presence of bidders or their authorised representatives who choose to be present. The authorised representatives witnessing the bid opening shall carry proper authorization letter.

On opening of the tender, if the EMD in the form and manner specified in NIT, Cost of tender document if downloaded from website are **not found in Part I of the tender** and duly sealed Price Bid in a separate envelope i.e. Part II of the tender is not found, such tenders shall be considered unresponsive and summarily rejected.

~~However, MSE tenderers seeking exemption from submission of cost of tender document and EMD as per provisions in Appendix E (p-13), shall submit copy of relevant registration certificate as per scope of work of the tender and/or copy of confirmation / verification letter, if any issued by NMDC to a party, in Part I of tender.~~

NMDC's decision in this regard is final.

5.0 CLARIFICATIONS

- 5.1 In case the tenderer requires any clarification in connection with the tender, he shall at once submit written request **in three hard copies** so as to reach General Manager, Pellet Plant **NMDC Limited, Donimalai Complex, Pellet Plant, P.O. Donimalai Township, Distt Bellary, Karnataka 583118** or by fax at **08395-274613** on or before **1500** hours on 22/12/2020. Requests seeking clarifications after the said period will not be considered. A copy of all such clarifications given by the owner will be issued to all other tenderers to whom tender documents have been issued by the owner. All such clarifications will form part of the tender documents. In addition to the hard copies of the required clarifications as indicated above, the tenderers shall also parallelly forward the editable soft copy of the same in MS-WORD or EXCEL format to NMDC LTD. at kpsingh@nmdc.co.in.
- 5.2 The OWNER will not be bound by any oral clarification or interpretations of the tender document which may be made by any of its employees, representatives or agents.
- 5.3 No extension of time for submission of tenders will be granted on account of tenderer's request for interpretation/clarifications.

6.0. COMPLETION TIME

The period of completion shall be (07) Seven **months** from Effective date.

After commissioning, the warranty will be for a period of one year.

After completion of warranty period, CAMC will start and will be valid for a period of (10) Ten years.

6.(a) Effective Date: The effective date of contract will be the date of issue of LAC or date of LOI (where LOI is issued) **whichever is earlier.**

7.0. EARNEST MONEY DEPOSIT

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

- I. A crossed bank draft –in favour of NMDC Limited, payable at Donimalai from any Nationalized Indian Bank/scheduled commercial bank including a foreign bank having a branch in India, or
- II. An irrevocable Bank Guarantee of any Nationalized Indian Bank/ scheduled commercial bank including a foreign bank having a branch in India in favour of NMDC Limited, Donimalai. Performa for BG towards EMD is enclosed as Annexure–I.
- III. EMD can be deposited Online through NEFT to any of the following NMDC Account
 - A. Name: NMDC Ltd.
Account No. 54050380070
State Bank Of India, Donimalai Township Branch,
IFSC Code- SBIN0040184.
 - B. Name: NMDC Ltd.
Account No. 1079201000001
Canara Bank, Donimalai Township Branch,
IFSC Code- CNRB0001079

However, the Tenderer has to submit UTR number along with the Offer as a proof of documentary evidence of having deposited EMD.

In case the bidder intends to submit bid security in the form of Bank Guarantee, then it is the responsibility of the bidder to ensure that the Original Bank Guarantees as applicable for the purpose of tender / Contract are submitted directly on or before the stipulated date for opening of tender, by their bankers to the Tender Receiving Authority/Owner i.e. .NMDC Limited under Registered Post (A/D).

The bidder must submit a photocopy of the same bank guarantee along with his tender/ relevant contract document for linking. In exceptional cases where the bidders submit the original BG's directly to NMDC along with their tender/contract documents as applicable, bidders have to ensure that a duplicate copy of the same is submitted directly on or before the stipulated date for opening of tender by the issuing bank to NMDC under Registered Post (A/D). In the even to discrepancy between the original bank guarantee with respect to the copy of BG as submitted by the bidder or the duplicate copy of BG as sent by the bank, and /or delays in submission of original/duplicate BG's, the bid, shall be liable for rejection.

In case, EMD/BG is not reached on or before the stipulated date and time of opening of tender or copy of bank guarantee is not in Part-I of the tender, then the tender shall be summarily rejected and Part-II of such offer shall not be opened.

08. PRE-QUALIFICATION CRITERIA:

- 8.1 The average annual financial turnover during the last three years, ending 31st March of the previous financial year should be at least **Rs. 14.05** Lakhs.
- 8.2 Experience of having successfully completed **Similar Works** during last Seven (7) years ending last day of month previous to the date of notification in the NEWS paper, should be either of the following:
- i) One **Similar Completed work** costing not less than Rs **37.47** Lakhs.
OR
 - ii) Two **Similar Completed works** each costing not less than Rs **28.10** Lakhs.
OR
 - iii) Three **Similar Completed works** each costing not less than Rs **23.42** Lakhs.

Definition of “Similar Work” should be clearly defined.

A) Any work related to AC Roof Top Solar Photovoltaic Grid Connected Power Project for more than 30 KW completed/Ongoing work in any PSU/Private Company only by the OEM / channel partners of OEM / authorized service agencies of OEM may be submitted at the time of submission of tender.

B) Bidder should have carried out O&M of 30KW capacity grid connected roof top SPP or more for at least one year from the date of successful commissioning, in the past five years ending last day of the month previous to the one in which tenders are invited.

II. The Channel partners & authorized service agency should submit authorization letter from OEM.

8.3 The Bidder should be Solvent for a value not less than Rs. 15.61 Lakhs.

~~In case of consortium, all the members should be solvent and their total solvency should not be less than the amount as mentioned above.~~

Original Solvency certificate from any Nationalized Bank / Scheduled commercial bank including a foreign bank having a branch in India (*including correspondent bank / representative office in India*) should be submitted by the bidder and the certificate should be dated not earlier than three months from the due date of submission of Bid.

Bidder may also submit Line of Credit in lieu of Solvency certificate from any Indian Bank / Scheduled commercial bank including a foreign bank having a branch in India as per format given in **Annexure—K and Annexure – J of ITT.**

Other provisions regarding solvency information:

In case a tenderer is participating in more than one tender in NMDC, their solvency certificate can be considered when original solvency certificate as per tender stipulations is submitted with first tender and copy of original solvency certificate is submitted in subsequent tenders provided:

- a) Value of the total solvency is meeting the combined requirement of all tenders under consideration.

b) Date of issue of the solvency certificate shall meet the tender stipulations.

- **8.4 “No default certificate”** : Audited annual report for the immediate preceding financial year of the firm shall be submitted. However, the firms who do not have audited annual report, certificate from Chartered Accountant shall be obtained. That they have not defaulted any payments to any Banker / Financial Institution in the preceding financial year.

Notes:

- The above (Pre-Qualification Criteria) should be supported by relevant documentary evidence like copies of work orders and completion certificates issued by clients indicating the detailed scope of work covering the above aspects, value of work, completion/commissioning dates etc., in support of meeting all the qualification criteria given under clause No.8. above.
 - The certificates submitted as evidence of works executed for private organisation should be accompanied with TDS and 26AS certificates highlighting the deductions corresponding to the relevant work. These certificates in addition to the certificates issued by the organization shall form the basis for considering experience of work executed for private organization.
 - The offers of the bidders not meeting the Pre-Qualification requirements and not producing supportive documents are likely to be rejected.
 - NMDC reserves the right to verify the documents/ information submitted or inspect the installation done. The bidder shall provide necessary facilities for this purpose.
 - Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:- made misleading or false representations in the forms, statements and attachments submitted in proof of qualification requirements; and/or record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, in case of blacklisting by any PSU/Govt. body, or financial failures etc.
09. NMDC reserves the right to accept or reject any and all the Tenders without assigning any reasons thereof. NMDC also reserves the right to call for any other details and information from any of the tenderers.
10. NMDC does not bind itself to accept the lowest or any tender and may cancel / withdraw the tender without assigning any reason and no claim whatsoever, for any reason arising out of such action, will be entertained by NMDC.
11. The tenders shall remain valid for acceptance by NMDC for a period of **Six months** from the date of opening of tenders. If the Tenderer alters or withdraws his offer within the validity period, his E.M.D. will be forfeited and his tender will be rejected.
12. **Site Visit for the tender is recommended.** The tenderers’ may visit the site and acquaint themselves of the prevailing local conditions, site location, area of work and to understand the nature & scope of work before submitting their bid.
- For visiting the site, the tenderer shall contact the following officer or his representative:
Dy. General Manager, Pellet Plant, NMDC Limited, Donimalai Complex,
P.O.Donimalai Township, Distt Bellary, Karnataka 583118, Ph: 08395 274613.
13. If the date 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 will be automatically taken as the date for such activity.
14. Tenderers are required to provide their bank Account Details in order to facilitate payments through **e-payment mode.**

15. Each Bidder shall submit only one bid in compliance with the requirements of the bidding documents. Alternatives will not be considered. Submission of more than one bid will cause all the proposals with the bidder's participation to be disqualified.
16. **Late/delayed tenders shall not be accepted** under any circumstances after the due date and time of submission of tenders.
17. This Notice Inviting Tender shall form part of the Tender document.
18. The Tender Documents are non-transferable and shall be used by the Purchaser only.
19. Tenderers must have Goods & Services Tax Identification Number (GSTIN) as per the Goods & Services Tax (GST) Laws & Rules and without having GSTIN, **the tender will be summarily rejected.**

For and on behalf of NMDC Ltd

Dy. General Manager, Pellet Plant

APPENDIX-E

PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSEs)-2012

The work is a service contract and the same cannot be split.

As per Public Procurement policy (PPP) for Micro & Small Enterprises (MSEs) Order, 2012 for goods and services, MSEs must be registered with any of the following in order to avail the benefits / preference available vide Public Procurement Policy MSEs Order, 2012.

- i. District Industries Centers (DIC)
- ii. Khadi and Village Industries Commission (KVIC)
- iii. Khadi and Village Industries Board
- iv. Coir Board
- v. National Small Industries Corporation (NSIC)
- vi. Directorate of Handicraft and Handloom
- vii. Any other body specified by Ministry of MSME (MoMSME)
- viii. Udyog Aadhaar Acknowledgment/Udyog Aadhaar Memorandum issued by MoMSME.

The MSEs registered with above mentioned agencies/bodies are exempted from payment of Earnest Money Deposit (EMD) & tender fees.

Since the **tendered quantity of goods and services cannot be split** MSE shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1 + 15 percent and they match the L1 price.

In case there are more than one eligible MSE bidders (price band within L1+15%) then the opportunity to match the L1 rate of the tender shall be given first to MSE (who have quoted lowest rate among the MSEs within the price band of L1+15%) and the total quantity shall be awarded to him after matching the L1 price of the tender.

In case lowest MSME do not agree to match the L1 rate then L2 or L3 or L4 so on as per ranking among the MSEs within the price band of L1+15% will be given opportunity to match the L1 rate of the tender and the total quantity shall be awarded to him after matching the L1 price of the tender.

The MSE registration must be for the items/category of items/services relevant to the tendered items/category of items/services.

INSTRUCTION TO TENDERER

**INSTRUCTIONS TO TENDERERS (ITT)
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1.0 PREAMBLE

1.1 This tender document is intended to give a general description of the nature of work and of the quality envisaged for the materials, workmanship and the finished work. It is not intended to cover the minute details.

1.2 **The information is given in this tender document in good faith and is meant to serve as a guide to enable the intending tenderers submit their tenders on item rate basis. It is imperative that the tenderer shall obtain and examine for himself all the data, information and particulars required for the satisfactory execution of the work covered under the scope of this tender enquiry.**

2.0 SCOPE OF WORK

2.1 **The scope of work is generally defined but not limited to what has been given below.**

The scope of work under this contract shall be specified in the accompanying Technical specifications (i.e. Vol – II of tender documents). The general Scope of Supply & Work includes all design, engineering, manufacture, procurement & supply of equipment and materials, testing at manufacturers works, inspection, packing and forwarding, supply, receipt and unloading at site, associated civil works, services, permits, licenses, installation and incidentals, insurance at all stages, erection, testing and commissioning of 60 KW (AC) Roof Top Solar Power Project (RTSPP) at Pellet Plant, Donimalai. The following are the brief scope of work, but not limited to the same:

- Solar PV modules of suitable rating, including mounting frames, structures, fasteners, array foundation and module interconnection.
- Array Junction boxes, distribution boxes and Fuse boxes. MCBs, Surge Arrestors with string monitoring capabilities.
- Power Conditioning Units (PCU)
- Liaisoning and Obtaining necessary approvals from concerned authorities for setting up of RTSPP, like CEIG, DISCOM, PCB etc., as required for installation of RTSPP.
- Data logging and Plant monitoring system.
- Earthing and lightning protection system for the project.
- Required power, control and signal cables etc.,
- Metering and protection system.
- LT Power and Control Cables including end terminations and other required accessories for both AC & DC power

- Lightning arrestors for entire project area as per applicable standards.
- PVC pipes, cable trays and accessories/trenches.
- Earthing of the entire project as per relevant standards.
- Testing, maintenance and monitoring of equipment.
- Mandatory spares & consumables to be maintained for complete O&M period inclusive One year guarantee period.
- Supply of ferrules, lugs, glands, terminal blocks, galvanized sheet steel junction boxes with powder coating paint for internal fixtures, cable fixing clamps, nuts and bolts etc. of appropriate sizes as required in the project.
- Power Cables laying underground / over ground with proper cable tray arrangements
- Entire GI cable tray with proper support and accessories inside equipment room and control room building and other locations as required.
- Operation and Maintenance (O&M) of the project for ten (10) years wherein the project shall generate electricity at least equivalent to the Guaranteed Performance of the project.
- O&M Instruction's manuals and its drawings.
- ~~Tenders not covering the entire scope of works shall be treated as incomplete and are liable for rejection.~~

2.2 The contractor shall provide all necessary tools (as per Annexure- 'A') required for the execution and maintenance of the work. ~~All materials shall be got approved by the OWNER prior to procurement and/or use. The Contractor will submit to OWNER the inspection certificate after inspection and passing of materials by the OWNER before bringing the same at site for use.~~

2.3 TIME SCHEDULE:

The basic consideration and the important factor of the Contract shall be strict adherence to the time schedule for performing the specified works.

The Owner's requirements of completion schedule for the works are mentioned in the NIT .

The completion schedule as stated in the NIT shall be one of the major factors in considering the tenders. The Owner reserves the right to request for a change in the work schedule during pre-award discussions with Tenderer, if held.

2.4 The **OWNER** reserves the right to withdraw any part of the work under the scope of this contract at any time and get the same executed through separate agencies at **OWNER'S** decision. No claim, whatsoever, for any loss or damage resulting from such action on the part of the **OWNER** shall be entertained.

- 2.5 The design and other works in the contract require a certain sequence of overall constructional operations. Consequently, certain interruptions to any one or more type of work or items of work are inherent. Any claim for such interruptions shall not be admissible.

3.0 TENDER DOCUMENTS

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

Part – I

EMD and Cost of Tender Document and Volume I and Volume II as detailed below:

– Volume - I

(Techno-Commercial)

- i) Check List
- ii) Press Notification
- iii) Notice Inviting Tender (NIT)
- iv) Instructions to Tenderers (ITT)
- v) General Conditions of Contract (GCC) & Tender Proposal Forms
- vi) Special Conditions of Contract (SCC)
- vii) Blank BOQ

Volume - II

- i) **Technical Specification & Scope of Work**

Part II (PRICE BID) (In separate sealed envelope)

- i) Summary of Prices
- ii) Bill of Quantities

- 3.2 Wherever Technical Specifications are not enclosed with the Tender Documents, the same can be referred by the Tenderer in the office of the Tender Receiving Authority. In case no Technical Specifications have been prepared for the work, the work shall be executed as per relevant specifications of Bureau of Indian Standard (BIS), Indian Roads Congress, and Central Public Works Department and/or according to the best modern practices. The OWNER'S decision in this regard shall be final and binding to the CONTRACTOR.

- 3.3 The tenderer shall also receive one copy each of all Amendments/Addenda/Corrigenda, if any, issued from time to time, pertaining to the work which shall also form part of the tender documents.

4.0 EXAMINATION

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

- 4.2 The tenderer shall be deemed to have obtained all information as to risks, contingencies, responsibilities and other circumstances which might influence or affect his tender and the progress and performance of

the contract and have taken into account all such conditions and matters that may affect his works and cost thereof.

- 4.3 The tenderer shall be deemed to have visited the site and its surroundings and have carefully examined and have satisfied himself about the existing site conditions, availability of local facilities, means of transport, etc. and have quoted his rates, taking into consideration all such conditions and matters, which may, in any way, affect his work and the cost thereof.
- 4.4 The tenderer shall be deemed to have acquainted himself with all statutory laws, statute, rules, regulations, taxes, cess, levies and other charges as applicable from time to time relating to his work at site. The rate quoted by the tenderer shall include with all statutory taxes, cess, levies, royalties and other charges relating to his work at site. However, Goods & Services Taxes as applicable to the work is to be mentioned by the bidder separately in GST Column as mentioned in the Price Bid. Tax Deducted at Source (TDS) shall be deducted as per the provisions under the Income Tax Act 1961.
- 4.5 Any neglect or omission or failure on the part of the Tenderer in obtaining necessary and reliable information upon the foregoing or any other matter affecting the tender shall not absolve him of any risk or liabilities or responsibilities for completion of the entire work in accordance with the terms and conditions of the Tender Documents.

5.0 EARNEST MONEY DEPOSIT (EMD)

EMD as specified in NIT shall accompany the tender in **Part I** of the tender as **tender guarantee as per the clause no.7.0 of NIT**.

5.1 The EMD will be forfeited if,

The EMD shall be refunded / forfeited as per the provisions given in tender documents. However, the principle factors in this regard to be followed are as under:

The EMD will be forfeited if,

- I. The Tenderer modifies or withdraws his offer after due date and time of submission of the bids.
- II. The tenderer resiles from his offer during the validity period.
- III. The tender is revoked during its validity period by the tenderer.
- IV. The validity of the BG is not extended / not kept valid for a specified period of three (3) * months beyond the extended validity of the offer.
- V. The tenderer increases the prices unilaterally after the opening of tender and during the validity period of the tender.
- VI. The successful tenderer does not submit the duplicate copy of Letter of award of Contract issued within 15 (*fifteen*) days from the date of issue as a token of acceptance, unless any other period has been agreed in writing.
- VII. Subsequent to acceptance of the Letter of Award of Contract (LAC) by the successful tenderer,
 - a. the tenderer refuses to enter into Contract Agreement within the specified time or its authorized extensions.
- VIII. The successful tenderer fails to submit the Contract Performance Guarantee / Initial Security
 - a. Deposit (ISD) within the period specified as per stipulations of LAC.
- IX. The bidder does not accept correction of the Bid Price, pursuant to the provisions of tender document on Discrepancies and Adjustment of Errors / Corrections of Errors.

- 5.2 The EMD shall be made payable without any condition to the Owner 'On Demand'. The EMD shall be valid for a period of three (3)* calendar months beyond the validity of the tender offer, i.e. Nine (9) * months from the due date of submission of the tender. In case of extension of validity of the offer, the BG submitted towards EMD will also to be extended for a further period of three (3) months beyond the extended period of validity of offer, failing which the validity extension given by the Tenderer (*as submitted in validity extension letter*) shall not be considered.
- 5.3 In consideration of the Owner considering the Tender for purpose of award, the Tenderer shall keep his Tender valid for a period of six (6)* months from the last date of submission of the Tender, during which period the Tenderer agrees not to vary, alter or revoke his tender as a whole or in part. If the Tenderer, however, fails to keep his Tender valid for 6 (six) * months or varies it during the period then the Owner shall be entitled to forfeit the EMD amount without any notice or proof of damages etc.
- 5.4 In case the tenderer is requested to extend the validity of the offer along with extension of validity of EMD BG, the tenderer may refuse the request in writing. In such a case the tenderers offer will be rejected and the EMD submitted by the tenderer shall be returned within 15 (*fifteen*) days after expiry of the validity period of offer on tenderers request.
- 5.5 The EMD shall be returned within 15 (fifteen) days after evaluation of PQ & techno-commercial offers, to those tenderers whose offers do not meet the PQ requirements or whose offers are not found techno commercially acceptable after scrutiny.
- 5.6 The EMD of those bidders whose offers are found techno commercially acceptable after scrutiny but are unsuccessful after price bid opening, EMD of such bidders shall be returned within 15 (fifteen) days after the award of work.
- 5.7 The EMD of the successful tenderer to whom the contract is awarded will be returned after the said tenderer submits acceptance to the letter of award of contract, provides Contract Performance Guarantee / Initial Security Deposit (ISD) as specified in tender document and signs the contract agreement.
- 5.8 In case any tenderer submits EMD by way of Banker's cheque / Demand Draft, the same will be refunded by demand draft / cheque / e-payment only.
- 5.9 Any tender not accompanied by EMD in Part-I of the offer in accordance with above said provisions shall be considered as unresponsive and rejected.
- 5.10 No interest will be payable by the Owner on the EMD.

6.0 MANNER OF PREPARATION OF TENDER

- 6.1 The tender proposal shall be made in Three Parts i.e. PART I and PART II
- Part-I consisting of EMD and Cost of Tender Document and "techno-commercial bid containing the technical, quality, performance aspects, commercial terms and conditions, Letter of Undertaking (in Company's letter head of bidder) and Integrity Pact" (IP).
 - Part-II consisting of Price Schedule(s). the dummy Price schedule in Part-I must be identical to the price schedule to be submitted in Part-II except that the copy in Part-II shall not contain any price figures.-The following documents shall be submitted in a **spiral bound**.

6.1.1(i) **PART I:** The following shall form **Part I** of the tender proposal. Part I shall include the EMD and Cost of Tender Document (if downloaded from the website) and techno commercial data as detailed below:

- a) **Earnest Money Deposit (EMD):** This shall be in any one of the following forms for the value as specified in the clause no.7 of Notice Inviting Tender.

Note: Earnest Money deposited in any other form will not be accepted and the tender will be rejected.

- b) **Cost of tender document :** Crossed (account payee only) Bank Draft in favour of **NMDC LIMITED** towards cost of tender document (in case the tender documents are downloaded from NMDC's web site/CPP portal).

6.1.1(ii) The following shall form techno commercial details of the tender proposal. Part I shall include the techno-commercial offer containing the technical, quality, performance aspects, commercial terms and conditions, Letter of Undertaking (in Company's letter head of bidder), blank formats of Price Schedule (without any rate or amount) i.e. dummy price set and Integrity Pact(if applicable).

The following documents duly **filled in and signed with date and seal on each page by the tenderer shall be submitted** as **PART I** of the Tender proposal. The following documents shall be submitted in a **spiral bound**.

- a) **Letter of Undertaking:** This shall be submitted in the prescribed proforma "Form-B", enclosed with Section TPF-"Tender Proposal Forms".
- b) **Full information about the tenderer:** This shall be furnished in the prescribed pro-forma, "FORM-C", enclosed with Section-TPF-"Tender Proposal Forms", including details regarding financial soundness of the tenderer etc.
- c) **Organization set up proposed at the site work:** This shall be furnished in the prescribed proforma "FORM-D" enclosed with Section TPF - "Tender Proposal Forms" indicating the field management proposed by the tenderer for executing the work.
- d) **Details of equipment, tools, tackles, etc., the tenderer proposes to deploy for this work:** This shall be furnished in the prescribed proforma, "FORM-E" enclosed with Section TPF-"Tender Proposal Forms".
- e) **Details of works done during the last seven years by the tenderer in terms of pre qualification requirement:** This shall be furnished in the prescribed pro-forma, "FORM-F" enclosed with Section TPF - "Tender Proposal Forms"
TDS Form 26AS and Form 16AS need to be submitted for relevant work order and work completed value to be mentioned in Work completion certificate as a supporting document.
- f) **Details of similar works done** during the last seven years by the tenderer. This shall be furnished in the prescribed pro-forma, "FORM-F1" enclosed with Section TPF - "Tender Proposal Forms".
- g) **Dummy PRICE Bid** to be submitted by the tenderer without quoting the rate duly signed on all pages for execution of all items as per the specifications/Standards.
- h) **Details of concurrent commitments of the tenderer:** This shall be furnished in the prescribed pro-forma, "FORM-G", enclosed with Section-TPF - "Tender Proposal Forms."

- i) **Statements of Exceptions and Deviations** taken from the tender conditions: This shall be furnished in the prescribed pro-forma, "FORM-H", enclosed with Section-TPF - "Tender Proposal Forms", indicating therein the exception and deviations taken from the tender conditions by the tenderer, **but without indicating the rates and cost thereof.**
- j) Latest (not earlier than three months from the due date of submission of tender) original **Power of attorney** of the signatory of the tender in original on a non-judicial stamp paper of value not less than Rs50/- or duly attested by a Notary Public.
- k) Photocopy of **Permanent Account Number (PAN)** issued by IT department
- l) **Original Solvency certificate** from any Indian nationalized bank/Scheduled Commercial Bank including a foreign bank having a branch in India for a value of Rs.15.61 Lakhs and dated not earlier three months from the due date of submission of Tender.
- m) **Audited Profit and Loss Account and Balance sheet** for the last three financial years are to be enclosed along with offer.
- n) Certificate of registration with CPWD, MES, Railways, P&T, Port Trusts, State PWDs and Public Sector undertakings, if any.
- o) Tenderer's proposed quality assurance Programme.
- p) Time schedule in the form of **BAR CHART/Network** proposed by the tenderer for completion of the work within the time specified in Notice Inviting Tender.
- q) Overall description of the method the tenderer proposes to adopt for carrying out the work.
- r) **Amendments/corrigenda/Addenda** etc. for the work, if any, issued by the OWNER, duly signed, by the tenderer.
- s) Any other information the tenderer desires to furnish in connection with this tender.
- t) Details of **turn over** as per FORM-A
- u) **Interpretations/Clarifications** on this tender document, if any, issued by the OWNER, duly signed by the tenderer.
- v) The tender document duly signed and stamped on each page by the tenderer as token of unconditional acceptance of the same (This has to be submitted only with Original offer and not in other copy).
- w) Copy of **PF code no.** as allotted by the Regional Provident Fund Commissioner along with documentary evidence or an undertaking
- x) i) Declaration by the tenderer in his letter head that the firm is not blacklisted by any Govt. /PSU body.
ii) Declaration by the tenderer in his letterhead that the firm is not having any legal disputes with any Govt. Organizations/Public sector undertakings (state/Central). If tenderer is having any legal disputes with

Govt. Organizations/Public sector undertakings (state/Central), the tenderer is not eligible for participation in this tender.

- y) (i) List of Information regarding any litigation, current or during last five years in which the tenderer is involved and the parties concerned and disputed amount. If nil, please give nil statement.
- (ii) The Tenderer shall give an undertaking that they shall obtain labour license from concerned labour inspectorate as required for taking up the work.
- (iii) The Tenderer should submit the Goods & Services Tax (GST) Registration Certificate specifying GSTIN (Goods & Service Tax Identification Number).
- z) **Integrity Pact:** ~~This shall be submitted in the prescribed proforma enclosed with Section TPF "Tender Proposal Forms".~~

6.1.1(iii) **PART II: Price Bid:** The following documents duly filled in and signed by the tenderer shall be submitted as PART II of the Tender proposal.

a) Price schedule in the **"Schedule of Quantities"** enclosed in the Vol. I of the tender document.

The **"Schedule of Quantities"/Bill of Quantities shall not** be re-typed. The rates will be filled up in ink in the original tender document only.

Note: Tenderers shall make PART I and II of their tenders/quotations strictly based on the terms, conditions and specifications contained in the tender documents. Should it, however, become unavoidable, deviations on technical and commercial conditions shall be stipulated only in the prescribed pro-forma, FORM H enclosed along with Section TPF - "Tender Proposal Forms" of tender documents and shall be included in PART-I of the tender without mentioning the cost thereof.

6.2 SIGNATURE

6.2.1 Each and every page of the tender proposal including the original tender document supplied by the OWNER as per Cl.3.0 of this ITT shall be signed by the tenderer with his usual signature. The name of all persons signing shall also be typed or printed below the signature.

In case of a partnership or Hindu Joint Family firm, tender must be furnished with full names of all partners. Tenders may be signed by only one of the partners or managers, as the case may be, or by any other duly authorized representative followed by the name and designation of the person so signing.

Tenders of a Company shall be signed, on behalf of the Company, by a person authorized to do so and a Legal Power of Attorney showing the authority of the person to sign the tender on behalf of the Company shall accompany the tender.

6.2.2 Signature of the tenderer or his authorized representative shall be attested by signatures and addresses by two responsible persons as witnesses.

6.2.3 All signatures shall be dated.

6.2.4 A tender by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent' or other designation without disclosing as principal will be rejected.

- 6.2.5 Satisfactory evidence of authority of the person signing on behalf of the Tenderer shall be furnished with the Tender.
- 6.2.6 The Tenderer's name stated on the proposal shall be the exact legal name of the firm.
- 6.2.7 Tenders not conforming to the above requirements of signing are liable for disqualification.
- 6.3 All corrections to be attested.
- 6.3.1 The rates quoted by the tenderer shall be free from corrections/cutting and overwriting. Corrections, if any, shall be attested by the person signing the tender. Tenders containing overwriting, erased rate(s) or corrections without attestation shall be liable for rejection. Tenders quoting rates for items different from those prescribed in the Schedule of Items/Bill of Quantities shall also be liable for rejection.

7.0 MANNER OF SUBMISSION OF TENDER

All the tenders shall be prepared by typing or printing with indelible black ink/blue ink on white paper in sequentially numbered pages and be in solid binding. Each tenderer shall submit his proposal two copies (**one in original and one copy**)

The tenderer's tender and the documents attached thereto shall be considered for forming part of the contract documents. In case of discrepancy between original and copy, original shall prevail.

- 7.1 **PART I:** The documents mentioned at Cl. 6.1.1 (i) (a) & (b) i.e. EMD and Cost of Tender Document (if downloaded from the website) and Techno Commercial Part (as detailed below) shall be placed in a cover which shall be super scribed at the top left with **"PART-I,** "Tender Notice No. with date and the name of work, date of opening of PART-I of the tender, and at the bottom left with the name and the postal address of the tenderer.

The documents mentioned at Cl. 6.1.1 (ii)-(a) to (z) i.e. The techno-commercial bid containing the technical, quality, performance aspects, commercial terms and conditions, Letter of Undertaking (in Company's letter head of bidder) and Integrity Pact (IP) (if applicable) shall be placed in the **"PART-I,** "Tender Notice No. with date and the name of work, date of opening of PART-II of the tender and at the bottom left with the name and the postal address of the tenderer. The tenderer shall ensure that all the pages of all the documents are signed by him in the manner prescribed in clause 6.2.

The tenderer shall make two copies (one original + one copy) of all other documents mentioned at Cl. 6.1.1(ii) and shall place them along with the original tender documents

- 7.2 The tenderer shall also make two (2) identical copies (one original + one copy) of all documents mentioned at **Cl. 6.1.1.(iii)** and shall place them in another cover along with the originals, which shall be super scribed at top left with **"PART II - Price Bid"**, Tender Notice No with date and the name of the work, date of opening of PART I and PART II of the Tender and at the bottom left with the name and postal address of the tenderer. The tenderer shall ensure that all the pages of all the documents are signed by him with date and Company seal has been placed below it in the manner prescribed in Cl. 6.2.
- 7.3 These Two sealed envelopes consisting of Part I and Part II shall be submitted in another sealed envelope, super scribing the tender No., name of the work, due date of submission and name and address of the

tenderers, on the envelope Tender as aforesaid must be submitted in **two copies** (one original and one copy) at the address and by the time and date mentioned in the Notice Inviting Tender. The tender shall be submitted in a **spiral bound, numbered and signed in all pages**. All signatures shall be dated and all corrections are to be attested.

- 7.4 The tenderer has the option of sending the tender by registered post / courier or by submitting the tender in person, so as to reach by the date and time indicated in the Invitation to Tender. Tenders submitted by telex/fax will not be accepted. Tenders received after the stipulated date and after the stipulated time will not be accepted and summarily rejected.

In case the prospective bidder wishes to submit the bid by hand then the same can be handed over to any one of the officers of the concerned department whose names are given in the NIT.

8.0 RECEIPT OF TENDER

- 8.1 The following methods shall be the recognized methods for receipt of tender:

- Tenders received by post / courier service
- Tenders received by hand
- Tenders received through tender box.

- 8.2 Late/delayed Tenders: **Late/delayed tenders shall not be accepted under any circumstances after the due date and time of submission of tenders** The OWNER will not be responsible for postal/speed post loss or delay.

9.0 MODIFICATION AND WITHDRAWAL

- 9.1 Bidders may modify or withdraw their bids after submission by giving notice in writing before the deadline prescribed in **NIT** for submission of bids.

Envelops marked withdrawal shall be opened at read out first. Tenders for which an acceptable notice of withdrawal has been submitted shall not be opened.

- 9.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered as follows:

- (a). The bidder shall provide one original plus 1(one) copy of any modifications to its bid, clearly identified as such, in two inner envelopes duly marked **"BID MODIFICATIONS –Original" and "BID MODIFICATIONS –copies"**. The inner envelopes shall be sealed in an outer envelope, which shall be duly marked **"BID MODIFICATIONS"**.
- (b). The bidder shall provide one original plus 1(one) copy of withdrawal notice of its bid, clearly identified as such, in two inner envelopes duly marked **"BID WITHDRAWAL NOTICE –Original" and "BID WITHDRAWAL NOTICE –copies"**. The inner envelopes shall be sealed in an outer envelope, which shall be duly marked **"BID WITHDRAWAL NOTICE"**.
- (c). other provisions concerning the marking and dispatch of bid modifications *or withdrawal* shall be in accordance with Clause 7.0 of ITT - '*Manner of Submission of Tender*'.

- 9.3 No bid may be modified or withdrawn after the deadline for submission of Bids.

9.4 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity in Clause 11.0 of NIT or as extended pursuant to Clause 5.3 of ITT may result in the forfeiture of the Bid security pursuant to Clause 5.0 of 'ITT

9.5 Bidders may only offer discounts to or otherwise modify the prices of their bids by submitting bid modifications in accordance with this clause or included in the original Bid submission. Bids together with any modification specified under the clause shall be considered as 'final' bid at the time of opening of bid.

10.0 VALIDITY OF TENDER

10.1 The tender and the prices quoted therein shall remain valid for acceptance for a period of **six months** from the last date set for the submission of tender.

11.0 TENDER OPENING

11.1 Tenders shall be opened at the time and date set for opening of tenders in the Notice Inviting Tender. On the due date and time of opening, the tender box shall be opened in presence of TOC members and PART-I shall be first opened to ensure that requirements of furnishing of EMD and cost of the tender documents paid etc. are verified with respect to stipulations made in the tender document. The techno-commercial offers of the tenderers whose offers meet the requirement as specified in Part -I shall then be opened by the TOC. Relevant details of the tenders opened will be read out in the presence of the tenderers/their authorised representatives, who may like to be present.

Part II (i.e. Price Bid) of the tenders in sealed cover will be kept under safe custody of the OWNER, unopened.

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

Tenders and /or modifications to tenders received after the specified time of opening are treated as 'Late tenders'.

Tenders and/or modifications to tenders received before the time of opening but after the due date and time for receipt of tenders are considered as 'Delayed Tenders'.

11.3 **Improperly Addressed Tenders:** Tenders received without superscription of tender enquiry no., due date and necessary details like name of the work, name of the party, designation and address of the party, designation and address of the addressee etc., i.e. which cannot be ascertained to be a tender, will naturally be opened in normal course. Such tenders and offers received in open will be filed after endorsing on the face of quotation that "*Received in open condition*". Decision to consider such tender will be taken on case to case basis with the approval of Competent Authority.

11.4 **Unsolicited tenders:** Tenders submitted by firms to whom tender enquires were not issued or tender received from firms who have not purchased / downloaded the tender documents (*in case of advertised tenders*) shall be treated as unsolicited tenders and shall also not be accepted. The TOC shall check up the bonafide of the representatives (*i.e. Letter of Authority*) of the firms to satisfy that they are the authorized representatives of the quoting tenderers. Signatures of the authorized representatives of

the firms present during tender opening shall be obtained in the "tender issue / receipt register". On the due date and time of opening, the tender box shall be opened in presence of TOC members and PART-I shall be first opened to ensure that requirements of furnishing of EMD, Letter of Undertaking and cost of the tender documents paid etc. are verified with respect to stipulations made in the tender document. The techno-commercial offers of the tenderers whose offers meet the requirement as specified in Part -I shall then be opened by the TOC. In order to make the system full proof it needs to be ensured that the tender opening officer / committee shall sign envelopes containing the price bids and thereafter, all the price bid envelopes should be put in a bigger envelope and the same should be properly sealed duly signed by the tender opening committee and representatives witnessing the tender opening.

- 11.5 After technical & commercial evaluation of the Tender, Price Bid (Part-II) of techno-commercially acceptable tenders shall be opened on a later date in the presence of the Tenderers who may choose to be present. The time, date and venue for opening of the Price Bid shall be intimated to the Tenderers in due course, well in advance. During opening of price bids, prices and the offer conditions, if any, shall be read out in presence of the authorized representatives of tenderers.
- 11.6 The following information upon opening of the Part-II (Price bid) cover shall be given to the tenderers present during the opening:
- a. Names of all the tenderers
 - b. Prices, including discount, if any, and other elements
 - c. Tender deviation / bidder conditions indicated in the price schedule if any.

A representative from a firm can represent only one firm while witnessing the tender opening. In no circumstances a single person will be allowed to represent more than one firm.

- 11.7 The unopened price bids of the parties whose offers are not techno-commercially accepted ~~should~~ shall be returned to such parties along with their EMD.

12.0 DISCREPANCIES AND ADJUSTMENT OF ERRORS

- (A) Bids determined to be responsive will be checked by the Owner for any arithmetic errors. Errors will be corrected by the Owner as follows:
- (i) Where there is a discrepancy between the rates in figures and words, the rate in words will govern; and
 - (ii) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

(B) The amount stated in the Bid will be adjusted by the Owner in accordance with the above procedure for correction of errors and with concurrence of the Bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount, the Bid will be rejected, and the EMD may be forfeited in accordance with relevant provisions of tender document.

—For BOQ based tenders (*Item rate tenders*), if the tenderer does not quote rates for 5% or more of items then the offer shall be rejected and if the tenderer quotes and erroneously does not indicate rates (*if less than 5% of items*) then rates of H1 shall be considered for those particular items for evaluation.

(e.g.): In a BOQ of 100 items, the tenderer gives the rates of 96 items i.e. the tenderer erroneously does not fill the rates for 4 items, then the rate of H1 for the particular item(s) shall be considered for evaluating the offer.

(e.g.) In a BOQ of 100 items if the tenderer does not indicate rates for more than 4 items, then the offer shall be summarily rejected.

However, zero (0) shall also be considered a rate, if quoted by the tenderer and the same shall be considered for the purpose of evaluation.

If the bidder becomes L1 after considering the highest rates of other bidders rate for less than 5 % unquoted rates, then the bidder has to execute those items at **zero cost** during execution of work.

The bidder has to agree for the above condition. If he doesn't agree for the same, then his offer will be rejected and EMD will be forfeited.

13.0 TENDER DISCUSSIONS

13.1 During the processing/evaluation of the tender proposals, the tenderers may be required to attend to the OWNER'S office for discussions/clarifications. Tenderers, on request from the OWNER, shall attend Tender discussions at their cost.

14.0 ACCEPTANCE OF TENDER

After acceptance of the tender of the successful bidder , the successful bidder will be formally notified of the award of the work. In case validity of offer is nearing expiry, the validity of offer is to be got extended along with extension of bank guarantee from the successful bidder before the award of work. The letter called "**Letter of Intent / Work Order / Letter of Award of contract**" will indicate the scope of work, time of completion, submission of Contract Performance Guarantee / Initial Security Deposit, manner of execution of contract, and important terms and conditions like Liquidated Damages , Arbitration , Settlement of Disputes etc., The Letter of Award of contract / Letter of Intent/Work Order and its acceptance shall form a part of the contract .

A formal contract agreement is to be entered between the owner and the successful bidder (Contractor) by incorporating all documents, which constitute the contract, right from issue of tender enquiry till Award of contract and its acceptance. However, such formal agreement is to be executed only for works costing more than Rs.40.00 Lakhs.

15.0 AGREEMENT

15.1 The successful tenderer shall be required to execute an Agreement in the prescribed proforma enclosed as Annexure-I in Section GCC-"General Conditions of Contract". The Agreement shall be prepared on a non-judicial stamp paper of appropriate value to be purchased by the successful tenderer in his name. In the event of failure on the part of the TENDERER to sign the AGREEMENT within the specified time, the OWNER may, at its sole discretion, cancel the letter of acceptance and forfeit the Earnest Money.

16.0 RELATIONSHIP WITH THE EMPLOYEES OF THE OWNER

The tenderer shall enclose declaration along with the tender if any of the OWNER'S employees or his/her relatives, which term includes wife/husband, parents, grand-parents, children, grand-children, brothers, sisters, uncles, aunts, cousins and their corresponding in-laws is/are partner(s) with them. If so, the name and address of such persons shall be furnished. If not, the Tenderer shall enclose a separate certificate in the following pro-forma:

CERTIFICATE

I/We hereby declare that no OWNER'S employees or is/her relatives, as specified in Cl. No. 16.0 of the Instructions to Tenderers, is/are partner(s) with me/us.

Dated Signature of the Tenderer
With Seal

17.0 GENERAL

- 17.1 **Canvassing:** Canvassing in connection with this Tender is strictly prohibited. Tender of the Tenderer who resorts to canvassing shall be liable for rejection.
- 17.2 **Tender documents not to be tampered:** Tenderer should not alter or remove any page of the tender documents and should submit complete set in the manner prescribed above, duly filled in signed and dated. Failure to comply with these instructions shall result in rejection of the tender.
- 17.3 **No claim for compensation for submission of tender:** For the preparation and submission of tender, the tenderer shall not be entitled to any cost, expenses or other claims whether or not his tender is accepted/rejected and/or Notice Inviting Tender is modified, withdrawn or cancelled.
- 17.4 **Lowest tender may not be accepted:** The OWNER is not bound to accept the lowest or any tender or to assign any reason for non-acceptance. The OWNER also reserves the right to accept the tender either in whole or in part. The Owner's decision in this regard shall be binding to the Tenderers.
- 17.5 **Tender documents not transferable:** Tender documents are non-transferable and the documents issued by the OWNER/ Consultant to an intending tenderer shall be used only by that tenderer.

18.0 One tender per tenderer

Each tenderer shall submit only one tender for one work A tenderer who submits or participates in more than one tender (other than as a subcontractor or in cases of alter-natives that have been permitted or requested) will cause all the proposals with the tenderers participation to be disqualified.

19.0 Tender Prices

The tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities (BOQ)/Schedule of Quantities. If the tenderer does not quote rates for 5% or more of items indicated in

the BOQ, then the offer shall be rejected and if the tenderer quotes and erroneously does not indicate rates for less than 5 % of items indicated in the BOQ, then rates of H1 shall be considered for those particular items for evaluation.

However, for items for which no rate or price is entered by the bidder will not be paid by the employer when executed and shall be deemed covered by other rates and prices in the Schedule of Quantities.

20.0 Alternative proposal by Tenderers

Tenderers shall submit offers that comply with the requirements of the tender documents, including the basic technical design as indicated in the drawing and specifications. Alternatives will not be considered.

21.0 Submission of Bank Guarantee

CONTRACT PERFORMANCE BANK GUARANTEE (CPG):

[Separate CPG(s) will be submitted for separate project(s), as awarded]

CPG for Main Contract on EPC basis:

1st CPG for Main Contract:

Within thirty (30) days from the date of issue of Letter of Award of Contract (LAC), the successful tenderer, to whom the contract is awarded, shall furnish a Contract performance bank guarantee (security deposit) from a Nationalised Indian Bank/ Scheduled Commercial Bank including a Foreign Bank having a branch in India in favour of the Owner, in the form attached as Annexure-II to the Instructions to Tenderers. The guarantee amount shall be equal to Ten Percent (10%) of the Total contract price (excluding O&M price) and it shall guarantee the faithful performance of the contract in accordance with the terms and conditions specified in these tender documents. The bank guarantee shall be initially valid upto 90 (ninety) days after the expiry of Guarantee period (of 12 months after commissioning of the plant) as specified in Guarantee clause of GCC. [i.e. minimum initial validity of CPG = project completion time upto commissioning (07months) + performance guarantee test period (12 months) + 03 months = 22 months]. In case the EPC work is delayed, then the above BG is to be extended suitably in line with the delayed period.

~~Extended CPG for the main contract:~~

~~The total plant works supplied, installed and commissioned on EPC basis shall be under warranty for a minimum period of 5 years as per relevant stipulations on warranty / guarantee [Ref. Specific Provisions on Warranty / Guarantee Annexure 4 - Vol II (Technical Specifications & Scope of Work) of Tender document]. Accordingly, the CPG for the main contract (as at Cl. 19.1.1) above will be extended for a further period of 48 months (thereby total validity of CPG for main contract will span for 72 months as required) and the extension of the BG shall be submitted to the Owner, 3 months prior to the expiry of the 1st CPG as above. In case the extension to the contract performance guarantee for the main contract as above is not furnished to the Owner, at least 30 days prior to the expiry of validity of 1st CPG for the main contract as per Cl. 19.1.1 above, Owner shall be entitled to encash the 1st CPG of the main contract without any notice whatsoever.~~

~~In case the encashed amount is returned to the contractor once the CPG is extended, then it will be treated as a financial arrangement and there is no supply involved and hence no GST is payable on the~~

same. However, if the amount encashed is retained permanently for any reason, then GST would apply on the same.

Extended performance guarantee for Solar PV Modules:

(a) The solar PV modules shall be under warranty for a minimum period of 25 years to give specified performance as per relevant stipulations on warranty / guarantee of Solar PV modules [Ref. Specific Provisions on Warranty / Guarantee-Annexure-4- Vol-II (Technical Specifications & Scope of Work) of Tender document]. Accordingly, the Contractor shall furnish an additional extended performance bank guarantee equivalent to Ten Percent (10 %) of total cost of supply of PV modules, 3 months prior to the expiry of extended CPG for main contract above and this BG shall be initially valid for 5 years plus 3 months. This performance guarantee shall be renewable every 5 years till the end of extended performance period of 25 years of Solar PV modules is reached.

(b) In case the 1st BG towards the extended guarantee for Solar PV modules is not furnished to the Owner, at least 30 days prior to the expiry of validity of extended CPG for the main contract as above, Owner shall be entitled to encash the extended CPG of the main contract as per Cl. 19.1.2 above without any notice whatsoever.

In case the encashed amount is returned to the contractor once the CPG is extended, then it will be treated as a financial arrangement and there is no supply involved and hence no GST is payable on the same. However, if the amount encashed is retained permanently for any reason, then GST would apply on the same.

(c) Further, in case the BG for the succeeding time span (i.e. for ensuing time span of 5 years or as applicable as per requirement of contract) towards extended guarantee for Solar PV Modules is not furnished to the Owner, at least 30 days prior to the expiry of validity of the preceding performance BG for the purpose, Owner shall be entitled to encash the preceding performance BG without any notice whatsoever.

In case the encashed amount is returned to the contractor once the CPG is extended, then it will be treated as a financial arrangement and there is no supply involved and hence no GST is payable on the same. However, if the amount encashed is retained permanently for any reason, then GST would apply on the same.

CPG for O&M Contract:

Regarding Contract Performance Guarantee for Operation & Maintenance (O&M) contract, Contractor shall furnish performance bank guarantee equivalent to Ten Percent (10 %) of total yearly O&M charges, 3 months prior to the end of the guarantee period (of 12 months after commissioning of plant as per relevant stipulations) and this BG shall be valid for 1 year with a claim period of 3 months. The performance guarantee shall be renewable every year prior to start of the consecutive year of O&M, till the completion of O&M contract period of 10 years. The amount of this PBG will be equal to 10% of the O&M contract value of that particular year.

In case the contract performance guarantee for the 1st Year of O&M is not furnished to the Owner, at least 30 days prior to the expiry of validity of 1st CPG for the main contract as per Cl. 19.1.1 above, Owner shall be entitled to encash the CPG of the main contract without any notice whatsoever. In case the encashed amount is returned to the contractor once the CPG is extended, then it will be treated as a financial arrangement and there is no supply involved and hence no GST is payable on the same. However, if the amount encashed is retained permanently for any reason, then GST would apply on the same.

During O&M period after 1st Year, in case the contract performance guarantee for the succeeding year of O&M is not furnished to the Owner, at least 30 days prior to the expiry of validity of CPG for the preceding year, Owner shall be entitled to encash the CPG of the preceding year O&M without any notice whatsoever.

In case the encashed amount is returned to the contractor once the CPG is extended, then it will be treated as a financial arrangement and there is no supply involved and hence no GST is payable on the

same. However, if the amount encashed is retained permanently for any reason, then GST would apply on the same.

General provisions on CPG:

The CPG / security deposit shall remain at the entire disposal of the OWNER as a security for the satisfactory execution and completion of the works in accordance with the terms and conditions of the Contract. The OWNER shall be at liberty to deduct and appropriate from the CPG / Security Deposit such penalties and dues as may be payable by the CONTRACTOR under the Contract. The amount by which the CPG / Security Deposit is reduced by such appropriation shall be made good by further deduction from the CONTRACTOR's subsequent interim bills / Running Account Bills, until the CPG / Security Deposit is restored to its full limit mentioned above.

Deduction and appropriation of any amount as penalty from CPG or Security deposit is liable to GST and the applicable GST shall be recovered from the contractor.

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

Refund of Contract Performance Guarantee / Security Deposit:

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

QUALITY ASSURANCE PLAN

The tenderer shall include in his proposal the Quality Assurance Programme (QAP) containing the overall quality management and procedures which he proposes to follow in the performance of the Works during various phases.

At the time of Award of Contract, the detailed Quality Assurance Programme to be followed for the execution of the Contract will be mutually discussed and agreed to and such agreed QAP shall form a part of the Contract.

INSURANCE

The tenderers insurance liabilities pertaining in his scope of work are detailed out in clauses titled "Insurance" in General Conditions of Contract"(GCC) and Erection conditions of contract, tenderers attention is specifically invited to these clauses. Tender price shall include all the costs in pursuance of fulfilling all the insurance liabilities under the contract.

~~If the tenderer intends to submit, the Earnest Money Deposit (EMD/ Contract Performance Guarantee (CPG) in the form of Bank Guarantee, it shall be the responsibility of the tenderer, that the original bank guarantee to be submitted as EMD/CPG should be sent by the bankers under Registered Post (A/D) directly to Tender Receiving Authority at the address indicated above. It is also the responsibility of the tenderer to co-ordinate with the bankers for dispatch of original bank guarantee so that the EMD reaches Tender Receiving Authority on or before the stipulated date of opening of tender. However a copy of the Bank Guarantee can also be submitted in Part I of the offer.~~

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

~~Note: EMD shall be from any Indian Nationalized Bank /scheduled commercial Bank including a foreign bank having a branch in India~~

~~Contract Performance Guarantee should be from Nationalized Banks/Scheduled commercial banks including a foreign bank having a branch in India only.~~

22.0 Corrupt or Fraudulent Practices

- 22.1 The owner requires that Bidders/Suppliers/Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the owner
- (a) Defines for the purpose of these provisions, the terms set forth as follows:
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
 - (b) will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
 - (c) will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

22.2 Banning of business dealing with firms / contractors:

NMDC has introduced “NMDC 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 of NMDC. 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 reproduced below:

Quote

“Grounds for banning of business dealings:

- i. 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 the Business dealings with an agency for any good and sufficient reason.*
- ii. Security considerations, including questions of loyalty of the agency to the State.*
- iii. Conviction of the Director / Owner / Proprietor / Partner of the agency a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other Public Sector Enterprises or NMDC during the last five years.*
- iv. 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.*
- v. The agency’s continuous refusal to return / refund the dues to NMDC without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law.*
- vi. The agency employs an employee who was dismissed / removed by NMDC for an offence involving corruption or abetment of such an offence.*
- vii. The banning of business dealings with the agency by the Government or any other Public Sector*

Enterprise.

- viii. *The agency resorted to corrupt or fraudulent practices that may include misrepresentation of facts and / or fudging / forging / tampering of documents.*
 - ix. *The agency used intimidation / threatening or brings undue outside pressure on NMDC / its officials in relation to a business dealing.*
 - x. *The agency resorts to repeated and / or deliberate use of delay tactics in complying with contractual stipulations.*
 - xi. *Willful act of the agency to supply sub-standard material irrespective of whether pre-despatch inspection was carried out by NMDC or not.*
 - xii. *The findings of CBI / Police about the agency's involvement in fraud and / or transgressions in relation to the business dealings with NMDC.*
 - xiii. *Established litigant nature of the agency to derive undue benefit.*
 - xiv. *Continued poor performance of the agency in at least three preceding contracts with NMDC.*
 - xv. *The agency misuses the premises or facilities of NMDC and / or forcefully occupies, tampers or damages NMDC's properties including land, water resources, forests / trees, etc.*
 - xvi. *False allegation on NMDC officials by the agency if found proved by the investigating Department including Independent External Monitor.*
- Banning Period: The banning period may range from six months to three years depending on the gravity of the case as decided by the Competent Authority. While deciding the banning period, the suspension period, if any, shall also be taken into account".*
- Unquote*

23.0 Examination of Bids and Determination of Responsiveness

- 23.1 Prior to detailed evaluation of Bids, the Owner will determine whether each bid
- (a) meets the Pre Qualification criteria as per clause 9.0 of NIT
 - (b) has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall inter alia include a provision to bind the Bidder to settlement of disputes clause;
 - (c) is accompanied by the required EMD and;
 - (d) is responsive to the requirements of the Bidding documents.
- 23.2 A responsive Bid is one, which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation.
- A material deviation or reservation is one
- (a) which affects in any substantial way the scope, quality or performance of the Works
 - (b) which limits in any substantial way, the owners rights or the tenderer 's obligations under the Contract; or
 - (c) Whose rectification would affect unfairly the competitive position of other tenderers presenting responsive bids.
- 23.3 If a Bid is not substantially responsive, it will be rejected by the owner, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

24.0 Amendment of Bidding Documents

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

25.0 Clarification of Bids

- 25.1 To assist in the examination and comparison of tender the owner may, at his discretion, ask any tenderer for clarification of his tender including breakdown of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to conform the correction of arithmetic errors discovered by the owner in the evaluation of the Bids.
- 25.2 No tenderer shall contact the OWNER on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the tenderer wishes to bring additional information to the notice of the OWNER he should do so in writing.
- 25.3 Any effort by the tenderer to influence the owners' bid evaluation, bid comparison or contract award decisions, may result in the rejection.

26.0 Communications

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

27.0 UNBALANCED BID

- 27.1 If the Bid of the successful Bidder is seriously unbalanced in relation to the Owner or his nominee's estimate of the cost of work to be performed under the contract, the Owner may request the tenderer to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate internal consistency of those prices with the implementation /construction methods and schedule proposed.
- 27.2 Requirement of submission of analysis by the Contractor should be complied and submitted to the Owner or his nominee within the stipulated time fixed by the Owner or his nominee failing which the bid will be treated as non-responsive.

28.0 LOCAL CONDITIONS

- 28.1 It will be imperative on each tenderer to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these tender documents and specifications. The Owner shall not entertain any request for clarifications from the tenderers, regarding such local conditions.

28.2 It must be understood and agreed that such factors have been properly investigated and considered while submitting the proposal. No claim for financial adjustment to the contract awarded will be entertained by the Owner on this account. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Owner, which are based on the lack of such clear information or its effect on the cost of the Works to the Tenderer.

29.0 Exemption for EMD and Cost of tender document

- a) Following benefits will be extended to MSE units registered for the tendered items with NSIC, MSE's registered with DIC/KVIC/Coir Board/KVIB/DHH.
- i) ~~Issue of bid set free of cost.~~
- ii) ~~Exemption from payment of Earnest Money. Central Government Departments / PSUs will be exempted from paying bid fee (Cost of Tender Document) only, in other words they will not be granted any exemption from submission of EMD/ Security Deposit or any price preference.~~

No Price preference will be extended to the participating MSE as work cannot be split.

~~For seeking exemption towards cost of bid document and Earnest Money Deposit, the bidders are advised to submit the certificate from relevant authorities as mentioned above well in advance. MSEs desirous of claiming exemptions as per above clause of Tender document, should send copies of their registration certificate to the tender receiving authority of NMDC well in advance to the due date for submission of tenders for examining their scope of registration with reference to the tendered items as per the scope of work relating to these tender documents, so as to enable NMDC to verify and confirm whether the party is eligible for the benefit or not.~~

~~However, MSE tenderers seeking exemption from submission of cost of tender document and EMD as per provisions shall submit copy of relevant registration certificate as per scope of work of the tender and/or copy of confirmation / verification letter, if any issued by NMDC to a party, in Part I of tender.~~

~~NMDC's decision with regard to acceptability of claim of a party for the specified exemptions shall be final and binding.~~

ANNEXURE -1**PROFORMA FOR BANK GUARANTEE IN
LIEU OF EARNEST MONEY DEPOSIT**

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

_____ Bank Limited

B.G. No. _____

A/c of (Name of address) - _____

Limit of liability - Rs. _____

Date of expiry - _____

Ref: Bid Notice No. _____ dt. _____

For (Name of work) _____

Subject: **Earnest Money Deposit**

NMDC Limited,
Donimalai Complex
DONIMALAI TOWNSHIP
SANDUR TALUK, DISTT-BELLARY KARNATAKA-583118,

Dear Sirs,

In consideration of the NMDC Limited, (*hereinafter called "the Company"*) which expression shall unless repugnant to the subject or context include his successors and assigns having agreed to exempt M/s _____ from demand under the terms & conditions of Bid No.

_____ issued by the Company for the works (*hereinafter called "the said Document"*) from deposit of Earnest Money for the due fulfillment by the M/s(name of the Bidder) of the terms and conditions contained in the said Document on production of Bank Guarantee for _____ (*Rupees _____ only*).

1. I/We the _____ Bank Limited (hereinafter referred to as "the said Bank"), a company under the companies Act. 1956 and having our registered office at _____ do hereby undertake and agree to indemnify and keep indemnified the Company to the extent of Rs. _____ (*Rupees _____ only*) against any losses, damage cost, charges and expenses caused to or suffered by or that may be caused or suffered by the Company by reason of any breach or breaches by M/s(name of the Bidder) of any of the terms and conditions contained in the said Document and unconditionally pay the amount claimed by the Company on demand and without demur to the extent aforesaid.

2. We _____ Bank Limited do hereby undertake to pay the amount due and payable under the guarantee without any demur, reservation, protest and not withstanding any dispute between the Company and the Bidder merely on a demand by you stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by you by reason of any breach by M/s(name of the Bidder) of any of the terms or conditions contained in the said Document by reason of the M/s(name of the Bidder)'s failure to perform conditions of the said Document. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. /.

3. We _____ Bank Limited further agree that the Company shall be the sole judge of and as to whether the M/s.....(name of the Bidder) has committed any breach or breaches of any of the terms and conditions of the said Document and the extent of loss, damages, costs charges and expenses caused to or suffered by or that may be caused to or suffered by the Company on account thereof to the extent of the Earnest Money required to be deposited by M/s(name of the Bidder) in respect of the said Document and the decision of the Company that M/s.....(name of the Bidder) has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Company shall be final and binding on us.

4. We _____ Bank Limited further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Document and that it shall continue to be enforceable till all your dues under or by virtue of the said Document have been fully paid and its claims satisfied or discharged or till you certify that terms and conditions of the said document have been fully and properly carried out by the said M/s..... and accordingly discharge the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee.

5. We _____ Bank Limited further agree with you that you shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Document or to extend time asked by M/s..... from time to time or to postpone for any time or from time to time any of the powers exercisable by you against M/s and to forbear or enforce any of the terms and conditions relating to the said document and we shall not be relieved from our liability by reason of any such variation or extension being granted to M/s..... or for any forbearance act or omission on your part or any indulgence by you to M/s..... or by any such matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us.

6. It shall not be necessary for the Company to proceed against M/s..... before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the Company may have obtained from M/s..... at this time when proceedings are taken against Bank hereunder be outstanding or unrealised.

7. We _____ Bank Limited further undertake to unconditionally pay the amount claimed by the Company merely on demand and without demur to the extent aforesaid.

8. We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the

previous consent of the Company in writing and agree that any change in the constitution of the Company or of M/s..... or the said Bank shall not discharge our liability hereunder.

9. Notwithstanding anything contained herein our liability under this bank guarantee shall not exceed Rs (*Rupees*)

(i) This bank Guarantee shall remain valid upto

(ii) Our liability to make payments shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand in terms of guarantee on or before

Witness

Dated.....day of20

For _____ Bank Limited Signature _____ Seal

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

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

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

GENERAL CONDITIONS OF CONTRACT AND TENDER PROPOSAL FORMS

GENERAL CONDITIONS OF CONTRACT AND TENDER PROPOSAL FORMS

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GENERAL CONDITIONS OF CONTRACT

1.0 INTERPRETATION AND DEFINITIONS

1.1 **Singular and plural:** Where the context so requires, words imparting the singular only also include the plural and vice versa.

1.2 **Headings and Marginal Notes to Conditions:** Headings and marginal notes to these General Conditions shall not be deemed to form part of the contract or be taken into consideration in the interpretation or construction thereof.

1.3 Definitions:

- a) **"CORPORATION/OWNER/EMPLOYER"** shall mean NMDC Limited having its registered office at 10-3-311/A, Khanij Bhawan, Masab Tank, Castle Hills, Hyderabad-500028 (TS), and shall include its legal representatives, successors and permitted assigns.
- b) The **"CONTRACT"** shall mean the document comprising Notice Inviting Tender (or Invitation to Tender), General and Special Conditions of Contract, Specifications, Drawings, Preamble to Bill of Quantities, Bill of Quantities with accepted rates and amounts therein, other appendices, letters, correspondences enclosed therewith, time schedule, Letter of award of Contract (LAC) which have been accepted by the Contractor and a formal agreement if any, executed between the Owner and the CONTRACTOR. All these documents shall be complementary to one another and shall be deemed to form one Contract.
- c) The **"CONTRACTOR/Successful bidder"** shall mean the tenderer (an individual or a firm or a company, whether incorporated or not), whose tender has been accepted by the OWNER and shall include his legal representatives, successors and permitted assigns.
- d) **"CONTRACT SUM/VALUE/PRICE"** shall mean the sum named in the OWNER's Letter of award of Contract (LAC), subject to such additions thereto and deductions there from, as may be made under the provisions of the Contract.
- e) **"ENGINEER-IN-CHARGE/ENGINEER"** shall mean the Engineering Officer appointed by the OWNER, including his duly authorized representative be in-charge of the works for the purpose of this Contract.
- f) **"EXCEPTED RISKS"** are the risks due to riots (other than those among CONTRACTOR's employees) and civil commotion (in so far as these are not uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, by military or usurped power, any acts of Government, damage from aircraft, acts of God (such as Earthquake, lightening and unprecedented floods etc.) and such other causes over which the CONTRACTOR has no control and accepted as such by the OWNER, or causes solely due to the use or occupation by the OWNER of the part of works in respect of which a certificate of completion has been issued.
- g) **"MARKET RATE"** shall be the rate, as decided by the ENGINEER, on the basis of the cost of materials and labour at the site where the work is to be executed, plus the percentage mentioned in the Appendix to GCC to cover all overheads and profit (No percentage shall be added for material issued by the OWNER, if any).
- h) The **"SITE"** shall mean the lands and/or other places on, under, in or through which the work is to be executed under the Contract including any other lands or places which may be allotted by the OWNER or used for the purpose of the contract.

- i) **“URGENT WORKS”** shall mean any urgent measures which, in the opinion of the ENGINEER, are necessary, during the progress of the work to obviate any risk of accident or failure or for security.
- j) The **“WORKS”** shall mean the permanent works to be executed in accordance with the Contract or part(s) thereof, as the case may be, and shall include all extra or additional, altered or substituted work to be carried out in accordance with the Contract.
- k) A **“Day”** shall mean a day of 24 hours from mid-night to mid-night irrespective of the number of hours worked in that day.
- l) A **“Week”** shall mean seven days irrespective of the number of hours worked in that week.
- m) **“APPROVAL”** shall mean the written approval by the OWNER of a document or drawing or other particulars or matters related to the contract.
- n) **“DRAWINGS”** shall mean any or all drawings including construction drawings and sketches or any modifications of such drawings and sketches as may be issued from time to time by the Owner to the **“CONTRACTOR”** for the execution of the work.
- o) **“LETTER OF AWARD OF CONTRACT (LAC)”** shall mean the Letter to the tenderer intimating that his tender has been accepted in accordance with the provisions contained in that letter.
- p) **“MOBILISATION”** shall mean establishment of sufficiently adequate infrastructure by the CONTRACTOR at ‘site’ comprising of construction equipment, aids, tools and tackles including setting up of site offices with facilities such as power, water, communication, etc. establishing man-power organization comprising Project Manager/Resident Engineer, Engineers, supervisory personnel and an adequate strength of unskilled, semi-skilled and skilled workmen in order to commence the work at site(s) in accordance with the ‘CONTRACT’.
- q) **“TENDER DRAWINGS”** shall mean such drawings, plans, sketches and details which are issued by the OWNER along with the tender documents for the purpose of preparing tender proposals and shall be taken only as indicative only.
- r) **“SPECIFICATIONS”** shall mean schedules, detailed designs, statement of technical data, performance characteristics and all such particulars mentioned as such in the contract. In the absence of any specifications issued by the OWNER, the specifications issued by the Bureau of Indian Standards shall apply.
- s) **“Notice in writing” or “written notice”** shall mean a notice in written, typed or printed characters given to the CONTRACTOR under the terms of the contract which shall be considered duly served if the same has been delivered to, left for or posted by registered post to the CONTRACTOR’S PRINCIPAL PLACE OF BUSINESS (or in the event of the CONTRACTOR being a Company, to or at its Registered Office) or at the site.
- t) **CONSULTING ENGINEER/CONSULTANT”** shall mean any firm or person duly appointed by the Owner for performance of specified activities of the works and/or assigned for monitoring the execution of works.

2.0 EXTENT AND SCOPE OF CONTRACT

2.1 Extent of contract: The contract comprises the execution, completion and maintenance of works defined under the ‘Scope of Works’ and the provision of all facilities, except as otherwise provided in the contract,

including all labour, materials, tools, plant, equipment and transport which may be required in the preparation of and for the full and entire execution and completion of the works. The description given in the Bill of Quantities shall, unless otherwise stated, be held to include waste on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.

SPECIAL CONDITIONS FOR OPERATION & MAINTENANCE (O&M) OF ROOF TOP SOLAR POWER PLANT / PROJECT (RTSPP)

[To be read in conjunction with Vol-II (Technical Specifications & Scope of work) and other pertinent provisions of tender document]

SPECIAL CONDITIONS FOR OPERATION & MAINTENANCE (O&M) OF ROOF TOP SOLAR POWER PLANT / PROJECT (RTSPP)

[To be read in conjunction with Vol-II (Technical Specifications & Scope of work) and other pertinent provisions of tender document]

2.2 PERIOD OF TOTAL CONTRACT:

I. The supply of materials, Erection, Commissioning & Civil works as per section I, II & III as per Section I is to be completed within 7 months from the date of issue of work order.

~~II. The Erection & Commissioning and Civil Works as per Section II and Section III are to be completed within 7 months from the date of issue of work order.~~

III. With respect to Operation and Maintenance, the Bidder shall be responsible for operation and maintenance of the Roof Top Solar Power Project (RTSPP) **under O&M Contract which is envisaged for a total period of ten (10) years. This is apart from the 1 year comprehensive O&M during guarantee period after successful installation and commissioning of SPP which is included in the cost of EPC construction contract.**

However, the scope of work under O & M Contract is clearly specified under the clause of **Operation and Maintenance under Volume II of Technical Specifications and Scope of Work.**

Further, the comprehensive O & M charges from **1st year to 10th** year shall be indicated in the offer along with year wise **Net Electrical Energy Generation Guarantee (NEEGG).**

2.3 BATTERY LIMIT

The battery limit for Bidder during the period of O&M contract shall cover complete RTSPP. The Bidder shall be responsible for supply of all spare parts, repairs / Replacement of any defective equipment/s at his cost as required from time to time, scheduled and preventive maintenance, major overhauling of the plant, maintaining log sheets for operational detail, deployment of staff for continuous operations and qualified engineer for supervision of O&M work,. NMDC shall not pay any amount except the agreed O&M charges.

2.4 SCOPE OF WORK

2.4.1 Operator shall perform all day to day operation and maintenance for the Roof Top Solar Power Plant (RTSPP) as set forth in Vol.-II, Technical Specifications & Scope of Work and further as required from time to time. Operator shall perform the work and supply all required spare parts in a prudent and efficient manner and in accordance with the following:

2.4.1.1 Manufacturers and systems designers' specifications, the Annual Operating Plan for the Plant and all operation and maintenance manuals.

2.4.1.2 All applicable laws of the land including environmental protection, pollution, sanitary,

employment and safety laws, ("Government Rules").

2.4.1.3 Prudent Utility Practice: Operator shall use all reasonable and practical efforts

- i) To maximize plant capacity utilization,
- ii) To optimize the useful life of the equipment of the plant.
- iii) To minimize plant downtime.

2.5 The Operator shall perform the following obligations prior to takeover of the O&M activity:

- 2.5.1.1 Prepare Mobilization plan in consultation with the NMDC
 - 2.5.1.2 Provide the services and personnel set forth in the Mobilization Plan
 - 2.5.1.3 Prepare in consultation with the NMDC, the initial Annual Operating Plan
 - 2.5.1.4 Develop and implement plans and procedures including those for firefighting, maintenance planning, procuring and inventory control of stores and spares, plan to meet emergencies, plant safety and security; and such other facilities and systems as may be necessary to commence Operator's ongoing responsibilities.
- 2.5.2 After taking over the activity of O&M for the RTSP plant, the Operator shall be responsible for the operation and maintenance of the plant and shall perform all necessary services including applicable services listed below:
- i. Provide all operations and maintenance services necessary and advisable to efficiently operate and maintain the plant, including all associated and appurtenant mechanical and electrical equipments keeping in view the objectives set-forth in technical Specification.
 - ii. Maintain at the Plant accurate and up-to-date operating logs, records and Monthly reports regarding the operation and maintenance of the Plant which shall include detail of operating data, repairs performed and status of equipment, all such records to be maintained for a minimum of forty-two (42) months after the creation of such record or data and for any additional length of time required by regulatory agencies with jurisdiction over the Parties. Upon expiry of term, the operator shall hand over such records to the NMDC, however. NMDC shall have access to all such records at any time.
 - iii. Regularly update and implement an equipment repair or replacement and preventive maintenance program that meet the specifications of the equipment manufacturers and the recommendations of the manufacturers.
 - iv. Perform periodic overhauls or preventive maintenance required for the Plant in accordance with the recommendations of equipment manufacturers. Also attend break down and other maintenance in the Plant.
 - v. Provide technical & engineering support for solving operation and maintenance problems.
 - vi. Perform the services required to procure all spare parts, or equipment/s as required, overhaul of parts, tools and equipment, required to operate and maintain the Plant in accordance with the recommendations of individual original equipment manufacturer.
 - vii. Operate and maintain Plant fire protection and safety equipment.
 - viii. Maintain with the assistance of the NMDC, accounting records regarding the facility in accordance with the generally acceptable accounting principles under the Laws of India.

2.6 PERSONNEL

The Operator shall employ only such personnel who are adequately qualified and experienced for operating and maintaining such plant. The Operator shall ensure that such personnel are on duty at the plant at all times, twenty-four (24) hours a day and seven (7) days a week commencing from the Date of Commercial Operations. The operating personnel shall have relevant licenses/permits as per electricity rules/acts if required.

2.7 GUARANTEED PARAMETERS DURING O&M PERIOD

The performance of the contractor shall be treated as unsatisfactory if he does not maintain the guarantees listed in Vol-II (Technical Specifications & Scope of Work) of tender document except in force majeure condition or fails to fulfil other conditions of the contract.

2.8 Energy Generation during O&M period:

Please refer the pertinent details given in Vol-II (Technical Specifications & Scope of Work) of tender document.

2.9 LIAISONING

It shall be the responsibility of the contractor to liaison with the following authorities:

2.9.1 Liaisoning with State Government, if required

2.9.2 Liaisoning with various department of NMDC

2.9.3 Any other department / agency as may be required.

2.10 INSURANCE

Operator shall provide or obtain and maintain in force throughout the period of contract the following insurance coverage:

Workman compensation and / or group personal accidents insurance policy covering all its employees and works including of the sub operator. Insurance to cover third party liability also.

Operator shall provide insurance, which shall cover among other things fire, earth quake, and flood damage and deductibles thereon.

Tenderer may take Machinery Breakdown (MBD) insurance policy but it would be the responsibility of the contractor to operate and maintain the Solar Power Plant and it's all the equipment in perfect condition at his own cost **for the entire period of 10 years as per O&M contract** for which NMDC shall pay the agreed O&M charges only. The replacement / repair / modification of any / all equipments have to be carried out by the contractor at his own cost for the entire period of contract, so as to give the required performance. NMDC shall not be responsible for any break down / failure of any equipment to any reason thereof.

3.0 ASSIGNMENT AND SUB-LETTING

3.1 Assignment: The CONTRACTOR shall not transfer or assign the contract or any part thereof or any benefit or interest therein or there under without the written consent of the OWNER. In the event of the CONTRACTOR contravening this condition, the OWNER shall be entitled to place the contract elsewhere at the cost and risk of the CONTRACTOR and the CONTRACTOR shall be liable for any loss or damage which the OWNER may sustain in consequence or arising out of such action.

3.2 Sub-letting: The CONTRACTOR shall not sub-let the whole or any portion of the Contract without prior written approval of the OWNER. Such approval, if given, shall not in any way whatsoever relieve the CONTRACTOR from any of his liabilities or obligations under the Contract and the CONTRACTOR shall remain responsible for all the acts, defaults and neglects of any of his sub-contractor(s) as if they were the acts, defaults or neglects of the CONTRACTOR. Employment of piece rate workers shall not be deemed as sub-contracting.

4.0 MANNER OF EXECUTION OF CONTRACT/EXECUTION OF CONTRACT AGREEMENT

4.1 Forms of Contract Agreement: The contract agreement shall generally be executed on stamp paper of appropriate value (*not less than Rs. 100/-*) in the prescribed Performa.

4.2 Documents to be made part of Contract Agreement: The contract agreement generally includes following documents except, otherwise agreed to between the parties:

- a) Notice Inviting Tender
- b) Instructions to Tenderers
- c) General Conditions of Contract
- d) Special conditions of Contract
- e) Technical Specifications, Scope of Work & BOQ (vol II)
- f) Price Schedule
- g) Tender Drawings
- i) All correspondence after issue of tender enquiry till issue of Letter of Award of Contract and acceptance of Letter of Award of Contract.
- j) Corrigendum / Addendum issued subsequent to publish of tender but before last date of tender opening.

4.3 Signing of Agreement & Supply of copies to Contractors.

4.3.1 The Contract Agreement, unless otherwise agreed to, shall be signed within thirty (30) days of the date of Letter of Award of Contract, at the office of the Owner on a date and time to be mutually agreed. The Contractor shall provide for signing of the Contract appropriate power of attorney and other requisite materials. In case the Contract is to be signed beyond the stipulated time, the Bid Guarantee submitted with the proposal will have to be extended accordingly by the Contractor.

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

4.3.3 Subsequent to signing of the Contract, the Contractor at his own cost shall provide the owner with stipulated number of true copies of Agreement. The tender document should also specify the responsibility and time frame for preparation of draft contract agreement.

5.0 CONTRACT DOCUMENTS

5.1 Copies of the Documents: The CONTRACTOR shall be furnished, free of charge, three copies of all the drawings which may be issued from time to time during the progress of the Works. He shall keep one copy of these Documents and drawings at the Site in good order, and the same shall, at all reasonable times, be available for inspection and use by the ENGINEER, his representative or other Inspecting Officers.

5.1.1 None of these Documents shall be used by the CONTRACTOR for any purpose other than that of this Contract.

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

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

5.2.1 If there are varying or conflicting provisions made in any one document forming part of the Contract, the OWNER shall be the deciding authority with regard to the intention of the document.

5.2.2 Any error in description, quantity or rate in the Bill of Quantities or any omission there from shall not vitiate the contract or release the CONTRACTOR of the obligation to execute the work or any part of the work comprised therein, in accordance with the provisions of the contract.

5.3 Laws governing the Contract: This Contract shall be governed by the laws as applicable in the Republic of India, being in force, from time to time.

6.0 GENERAL OBLIGATIONS

6.1 Contract Agreement: The CONTRACTOR shall enter into and execute an agreement in the prescribed proforma enclosed as Annexure-I with these conditions, within the time specified in the Letter of award of Contract (LAC). The cost of the stamp fee of the Agreement shall be borne and paid by the CONTRACTOR. In case the CONTRACTOR fails to execute the Agreement within the time thus specified, the OWNER, at its sole discretion, may cancel the letter of acceptance and forfeit the Earnest Money.

6.2 Inspection of Site: The CONTRACTOR may inspect and examine the Site and its surroundings and shall satisfy himself before submitting his tender as to understand the nature and scope of work, the accommodation he may require, and in general, shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect this tender and the cost thereof. No extra charges consequent on any misunderstanding or otherwise shall be payable by the owner.

6.3 Sufficiency of Tender: The CONTRACTOR shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the Works and of the rates and prices quoted by him in

the Bill of Quantities, which rates and prices shall, unless otherwise provided, cover all his obligations and all matters and things necessary for the proper completion and maintenance of the Works under the Contract.

6.4 Contract Performance Guarantee (CPG) / Security Deposit (SD) / Performance Security:

~~6.4.1 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 an amount equal to 10% of the value of the work as awarded as CPG / SD in the following forms, unless otherwise agreed to in the contract:~~

~~a) For small and medium value of works: (Up to Rs.40.00 lakhs)~~

- ~~(i) ISD / CPG @ 2% of the contract value shall be submitted by the contractor in the form of BG from a Nationalized Indian Bank / Scheduled commercial bank including a foreign bank having a branch in India within 21 days from the date of issue of LAC/LOI. On submission of the same, EMD shall be returned.~~
- ~~(ii) Balance 8% should be deducted @10% from the running bills.~~
- ~~(iii) Retention Money should not exceed 10% of Contract amount.~~

b) For high value of works in case of STE / LTE / OTE (Above Rs.40.00 lakhs)

Within thirty (30) days of the date of Letter of Intent (LOI) / Letter of Award of Contract / the effective date of contract, as the case may be, the successful tenderer to whom the contract is awarded, shall furnish a contract Performance Guarantee (*Security Deposit*) from a Nationalized Indian Bank / Scheduled Commercial Bank including a Foreign Bank having a branch in India in favour of the Owner. The contract performance guarantee amount shall be equal to ten percent (10%) of the total contract price and it shall be for due and faithful performance of the contract in accordance with the terms and conditions specified in the tender documents. The guarantee shall be valid till the expiry of the guarantee period / defect liability period plus three months.

If the successful bidder is a consortium, the Performance bank guarantee shall be submitted by any member of the consortium on behalf of the consortium or by each individual member of the consortium in proportion to the price for their respective scope of work as per the contract.

6.4.2 The CPG / security deposit shall remain at the entire disposal of the OWNER as a security for the satisfactory execution and completion of the works in accordance with the terms and conditions of the Contract. The OWNER shall be at liberty to deduct and appropriate from the CPG / Security Deposit such penalties and dues as may be payable by the CONTRACTOR under the Contract. The amount by which the CPG / Security Deposit is reduced by such appropriation shall be made good by further deduction from the CONTRACTOR's subsequent interim bills / Running Account Bills, until the CPG / Security Deposit is restored to its full limit mentioned above

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

6.4.4. Refund of Contract Performance Guarantee / Security Deposit.

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

6.4.5. Effecting of recoveries.

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

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

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

6.6 Way leaves: The CONTRACTOR shall provide, if necessary or if required on the site, all temporary access thereto and shall alter, adopt and maintain the same as required from time to time and shall take up and clear the ways as and when no longer required and/or as and when ordered by the OWNER and make good all damages done to the Site.

6.7 Setting-out the Works: The CONTRACTOR shall be responsible for the true and proper setting out of the works and for the correctness of the positions, levels, dimensions, alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. He shall amend, at his own cost and to the satisfaction of the OWNER, any error found at any stage which may arise due to inaccurate setting out unless such error is based on incorrect data furnished in writing by the OWNER, in which case the cost of rectification shall be borne by the OWNER. The checking of any setting-out of the line or level by the OWNER shall not in any way relieve the CONTRACTOR of his responsibility for the correctness thereof. The CONTRACTOR shall carefully protect and preserve all bench marks used in setting out the works till end of the Defects Liability Period unless the OWNER direct their earlier removal.

The contractor shall not assign, sublet or transfer the whole or any part of the contract or interest therein or benefit or advantage thereof in any manner whatsoever without the written approval of the owner, other than for raw materials, for minor detail or any part of the plant for which makes are identified in the Contract. Suppliers of the equipment not identified in the Contract or any change in the identified suppliers shall be subject to approval by the Engineer/owner. The experience list of the equipment vendors under consideration by the Contractor for this Contract shall be furnished to the Engineer for approval prior to procurement of all such items/equipments. Approval for assignments/sub-letting if granted by the owner, the same shall neither establish any contractual relationship between the owner and the sub-contractor/assignee nor shall relieve the Contractor from any obligation, duty or responsibility under the contract. Any assignment as above without prior written approval of Engineer shall be void. Further the contractor cannot give back to back subcontracts or sublet the work in whole or part

~~6.8 **Site Drainage:** The CONTRACTOR shall keep the site free of water and slush. All water which may accumulate on the Site or in trenches and excavations during the progress of the work shall be removed to the satisfaction of the OWNER and at the CONTRACTOR's expense.~~

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

~~6.10 **Materials obtained from Excavation:** Materials of any kind obtained from excavation at the site shall remain the property of the OWNER and shall be disposed of as per the directions of the OWNER.~~

~~6.11 **Treasure Trove, Fossils etc:** All fossils, coins, articles of value or antiquity and structures and other remains of things of geological or archaeological interest discovered on the Site shall be the absolute property of the OWNER and the CONTRACTOR shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing thereon and shall immediately upon discovery thereof and before their removal, acquaint the OWNER with such discovery and carry out the OWNER's directions as to the disposal of the same at the expense of the OWNER.~~

~~6.12 **Protection of Trees:** The CONTRACTOR shall protect all trees, designated by the ENGINEER, from damage during the course of the Works and earth level within 1 meter of each such tree shall not be changed. Where necessary, such trees shall be protected by providing temporary fencing.~~

~~6.13 **Lights, Guards, Fencing and Watching:** For the site allotted to him, the _____ CONTRACTOR shall provide and maintain at his own expense all lights, guards, fencing and watch and ward when and where necessary or required by the ENGINEER for the protection of the Works or for the safety and convenience of those employed on the Works or of the public.~~

6.14 For the execution of the Works he shall appoint a competent supervisor/agent approved by the OWNER (if the CONTRACTOR himself does not have sufficient knowledge and experience to be capable of receiving instructions or cannot give his full attention to the works.) The CONTRACTOR shall also employ, at his own expense, sufficient numbers or technically qualified personnel to carryout day-to-day instructions of the ENGINEER and execute the works as per the specifications. Orders given to the CONTRACTOR's agent shall be considered to have the same force as if these had been given to the CONTRACTOR himself. If the CONTRACTOR fails to appoint a suitable agent as directed by the OWNER, the OWNER shall have full powers to suspend the execution of the Works until such date a suitable agent is appointed and the CONTRACTOR shall be held responsible for the delay so caused to the Works.

6.15 **Work during Night or on Sundays and Holidays:** Subject to any provision to the contrary contained in the Contract, none of the permanent works shall be carried out during night or on Sundays (or on any other weekly holiday instead of Sunday) or on any authorized holiday without the permission in writing of the OWNER.

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

6.17 **Care of Works:** From the commencement to completion of the works the CONTRACTOR shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and shall be liable for any damage or loss that may happen to the Works or any part thereof and all Corporation's T&P from any cause whatsoever (save and except the Excepted Risks) and shall at CONTRACTOR's own cost repair and make good the same so that, at completion, the Works and all OWNER's T&P shall be in good order and condition

and in conformity in every respect with the requirements of the Contract and instructions of the ENGINEER. In the event of any loss or damage to the Works or any part thereof or to any T&P or to any material or articles at the Site from any of the Excepted Risks, the CONTRACTOR, shall as may be directed in writing by the ENGINEER repair and/or remove from the site any debris and so much of the Works as shall have been damaged, take to the OWNER's store such OWNER's T&P, articles, and/or materials as may be directed at the cost of the OWNER and, proceed with the erection and completion of the Works under and in accordance with the provisions and Conditions of the Contract. PROVIDED always that the CONTRACTOR shall not be entitled to payment under these provisions in respect of such loss or damage as has been occasioned by any failure on his part to perform his obligations under the Contract or for not taking precautions to prevent loss or damage or to minimize the amount of such loss or damage.

6.18 Insurance: The contractor shall maintain and shall require his sub-contractors to maintain in full force and effect, policies obtained from insurance companies in India, acceptable to Engineer, during the execution of this Agreement,

- i) All such insurance as are required by law for the purpose at the contract at the cost of the contractor.
- ii) All such insurance required in respect of equipment purchased out of advance received from the OWNER at the cost of the contractor.
- iii) All such insurance required in respect of tools, plant, equipment and materials issued by the OWNER, if any.
- iv) Insurance for works against loss and damage due to fire, flood, earthquake, riots, civil war, insurrection, damage by aircraft and hostilities and due to other reasons over which the CONTRACTOR has no control (defined under Excepted Risks) which shall be for the full amount of the contract value and the policy shall be effected in the name of the OWNER.
- v) Any additional insurance required specifically by the OWNER/ENGINEER at the cost of the CONTRACTOR.
- vi) **Third Party Insurance:** Before commencing execution of the work, the CONTRACTOR shall, without in any way limiting his obligations and responsibilities under clause 6.18 (i) to (v) above insure against any damage, loss or injury which may occur to any property including that of the OWNER or to any person (including any employee of the OWNER) by or arising out of carrying out of the contract.

6.18.1 The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the OWNER has agreed to their cancellation.

6.18.2 The CONTRACTOR shall prove to the OWNER from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premia for keeping the policies alive till expiry of the Defects Liability Period.

6.18.3 The CONTRACTOR shall ensure that similar insurance policies are taken out by his sub-contractors (if any) and shall be responsible for any claims or loss to the OWNER resulting from their failure to obtain adequate insurance protection in connection with thereof. The CONTRACTOR shall produce or cause to be produced by his sub-contractor (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the OWNER.

6.18.4 If the CONTRACTOR and/or his sub-contractors (if any) shall fail to effect and keep in force the insurance(s) referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then and in any such cases, the OWNER may, without being bound to do so keep in force any such insurance and pay such premium or premia as may be necessary for that purpose and from

time to time deduct the amount so paid by the OWNER from any money due or which may become due to the CONTRACTOR or recover the same as a debt due from the CONTRACTOR with interest @ 15% per annum

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

6.19.1 The CONTRACTOR shall indemnify and keep indemnified the OWNER against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of Works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. PROVIDED always that nothing herein contained shall be deemed to render the CONTRACTOR liable for or in respect of or to indemnify the OWNER against any compensation or damage caused by the Excepted Risks.

6.19.1 Force Majeure:

If, at any time, during the continuance of this contract, the performance in whole or in the part by either party of any obligation under this contract, shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or other acts of God, strikes and unlawful lockouts (*hereinafter referred to as 'Eventualities'*) then provided notice of the happening of any such eventuality is given by either party to the other within fifteen (15) days from the date of occurrence thereof, neither party shall be by reason of such eventuality be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance and work under this contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist, and the decision of the OWNER as to whether there exists a situation of Force Majeure or not and / or whether the work has been so resumed shall be final and conclusive. The time of completion shall then be extended by a period equal to the period during which the eventuality was prevailing. [Law dept. comment]

The following shall also be considered as Force Majeure conditions:

- a) Contamination by radio activity from any nuclear fuel, or from any nuclear waste radioactive toxic explosive;
- b) A cause due solely to the design of the Works, other than the Contractors design;
- c) Pressure Waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- d) Loss or damage due to the use or occupation by Employer of any section or part of the Permanent Works except as may be provided for in the Contract.

Note: In addition to the above, 'The Effect of Naxal Activity, if established' can also be included as a force majeure condition for Bailadila sector.

~~6.20 **Facilities to other Contractors:** The CONTRACTOR shall, in accordance with the requirements of the OWNER, afford all reasonable facilities to other contractors engaged simultaneously on separate contracts in connection with the works and to departmental labour and labour of any other properly authorized authority or statutory body which may be employed at the site for execution of any work not included in the Contract or of any Contract which the OWNER may enter into in connection with or ancillary to the works.~~

6.21 **Compliance with Statute, Regulations etc:** The CONTRACTOR shall comply with the provisions of any Statute, ordinance or law made under any Act of Parliament, State laws or any regulation or bye-laws of any local authority relating to the works and keep the OWNER indemnified against all penalties and liabilities of every kind for breach of any such Statute, ordinance, law, rule, regulations, Bye-law etc. He shall, before making any variation from the contract drawing necessitated by such compliance, give to the ENGINEER a written notice giving reasons for the proposed Variation and obtain the ENGINEER's instruction thereon.

The statutory acts / laws like MINES AND MINERALS (DEVELOPMENT AND REGULATION) ACT, 1957 CENTRAL ELECTRICITY AUTHORITY (MEASURES RELATING TO SAFETY AND ELECTRIC SUPPLY) REGULATIONS, 2010 up to their latest amendment are to be followed in total as well as the circulars issued by DGMS.

6.22 **Notice to Local Bodies and payment of fees:** The CONTRACTOR shall give all notices and pay all fees or charges payable under any Act of Parliament, State laws or any Government instrument, rule or order and any regulations or bye-laws of any local authority in respect of the works.

6.23 **Urgent works:** If any urgent work (in respect whereof the decision of the ENGINEER shall be final and binding) becomes necessary and the CONTRACTOR is unable or unwilling to carry it out at once, the Engineer-in-Charge may by his own or by other work people, carry it out as he may consider necessary. If the Urgent work shall be such as the CONTRACTOR is liable under the Contract to carry it out at his expenses, all expenses incurred on it by the OWNER shall be recoverable from the CONTRACTOR and be adjusted or set off against any sum payable to him.

6.24 **Changes in Constitution:** Where the CONTRACTOR is a partnership firm, prior approval in writing of the OWNER shall be obtained before any change is made in the constitution of the firm. Where the CONTRACTOR is an individual or a Hindu Undivided Family business concern such approval as aforesaid shall likewise be obtained before the CONTRACTOR enters into any partnership with a firm which would have the right to carryout the work hereby undertaken by the CONTRACTOR. If prior approval as aforesaid is not obtained, the CONTRACTOR shall be deemed to have been assigned in contravention of Clause 14.1(j) of these conditions and the same action may be taken and the same consequences shall ensue as provided for in the said Clause 14.0 of these conditions.

~~6.25 **Training of Apprentices:** The CONTRACTOR shall during the currency of the Contract when called upon by the ENGINEER, engage and also ensure engagement by his sub-contractors and others employed by the CONTRACTOR in connection with the works, such number of Apprentices and for such periods as may be required by the OWNER. The CONTRACTOR shall train them as required under the Apprentices Act, 1961 and shall be responsible for all obligations of the employer under the Act including liability to make payment to apprentices as required under the Act.~~

Safety:

6.26 All safety appliances (personnel protection equipment) like safety belt, helmets, safety shoes, hand gloves, ear plugs, safety goggles etc. have to be provided by the contractor to all his workers and supervisors. None of the workmen without safety appliances shall be allowed to work at site.

6.27 The Contractor should obtain **"Group Insurance Policy to cover the risk of the labourers under Employees Compensation Act."** And should be produced before the start of work. This is mandatory

for those Contractors who do not have ESI code numbers of their own.

6.28 NMDC, Donimalai which is covered under Mines Act and hence Contractor shall abide by the Mines Act, Rules, Regulations, Byelaws and Orders made there under.

a) No employees shall be employed without Initial Training on Safety as per vocational training rules.

b) Contractor must immediately after deploying the Contract employees, get their initial medical examination done at NMDC hospital at Donimalai and submit the report. The expenditure towards initial

i. medical examination of contract employees shall be borne by NMDC Limited.

c) The Contractor shall ensure that his contract employees work safely and in accordance with all the provisions of Mines Act, Rules, Regulations, Byelaws and orders made there under. Contractor may engage a supervisor for the same at his own cost.

d) CONTRACTOR shall be solely responsible in this aspect. The CONTRACTOR shall keep NMDC LTD. completely absolved of all liabilities in this respect.

e) Contractor shall be responsible for all the safety measures as per the rules in the interest of safety of all the employees working under him. He shall ensure that all the necessary safety appliances are issued to the workers engaged by him. In the event of non- issue of safety appliances by the Contractor NMDC reserves the right to issue the necessary appliances to his workers on cost recoverable basis.

f) by the Contractor NMDC reserves the right to issue the necessary appliances to his workers on cost recoverable basis.

7.0 TOOLS, PLANT, EQUIPMENT AND MATERIALS:

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

7.1.1 LIST OF MAJOR EQUIPMENT & MACHINERY TO BE DEPLOYED

~~In order to ensure timely completion of the work, in accordance with the time schedule indicated in the bar chart, the tenderer should deploy adequate number of equipments and machinery. To meet the completion schedule additional equipment as required will have to be mobilized to complete the job in time.~~

~~— Note: The Contractor shall make suitable provisions for repairs and maintenance of the equipment mobilised and always keep them in good working condition, as the repair facilities for such equipments are not available at project site. The bidder shall accordingly propose equipment to be deployed by him for work as per Form E. The equipment/machinery details should be with the capacity and numbers, schedule of deployment and period for which the same shall be available at site.~~

~~— Other minor equipments shall be deployed by the successful tenderer as per the job requirement.~~

~~These requirements and capacity are indicative only and same shall be suitably augmented to achieve the timely completion of the work as per the work programme and direction of the Engineer in charge, without any additional liability to NMDC.~~

7.2 Materials: The CONTRACTOR shall at his own expenses, provide all the materials like spares and consumables required for the works.

7.2.1 All materials to be provided by the CONTRACTOR shall be in conformity with the Specifications laid down in the Contract and the CONTRACTOR shall, if requested by the ENGINEER, furnish proof to the satisfaction of the OWNER, that the materials so comply.

7.2.2 The CONTRACTOR shall, at his own expense and without delay, supply to the OWNER, samples of materials proposed to be used in the works. The OWNER shall within seven days of supply of samples, intimate to the CONTRACTOR in writing if samples are not approved by him. If samples are not approved, the CONTRACTOR shall forthwith arrange to supply fresh samples complying with the specifications laid down in the Contract to the OWNER for his approval.

7.2.3 The OWNER shall have full powers to require removal of any or all the materials brought to site by the CONTRACTOR which are not in accordance with the Contract specifications or do not conform in character or in quality to samples approved by him. In case of default on the part of the CONTRACTOR in removing the rejected materials, the OWNER shall be at liberty to have them removed by other means. The OWNER shall have full powers to procure other proper materials to be substituted for rejected materials, in the event of the CONTRACTOR refusing to comply with instructions in this regard. All costs, which may be incurred upon such removal and/or substitution, shall be borne by the CONTRACTOR.

7.2.4 The CONTRACTOR shall indemnify the Corporation, its representative and employees against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claim being made or action being brought against the OWNER or any agent, servant or employee of the OWNER in respect of any such matters as aforesaid, the CONTRACTOR shall immediately be notified thereof.

7.2.5 All charges on account of Goods & Services Tax and other duties and royalties on materials obtained for the works from any source (excluding materials supplied by the OWNER) shall be borne by the CONTRACTOR.

7.2.6 The OWNER shall be entitled to have tests carried out as specified in the Contract for any materials supplied by the CONTRACTOR other than those for which as stated above, proof of conformity to specifications to the satisfaction of the OWNER has already been furnished at the cost of the CONTRACTOR and the CONTRACTOR shall provide at his expense all facilities which the OWNER may require for the purpose. If no tests are specified in the Contract and such tests are required by the OWNER, the CONTRACTOR shall provide all facilities required for the purpose and the charges of these tests shall be borne by the CONTRACTOR if the tests disclose that the said materials are not in accordance with the provision of the Contract. The cost of materials consumed in tests shall be borne by the CONTRACTOR in all cases except when otherwise provided.

8.0 LABOUR

8.1 Employment of labour in sufficient numbers: The CONTRACTOR shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the OWNER. The CONTRACTOR shall not employ in connection with the works any person who has not completed his eighteen years of age.

8.2 Labour returns and reporting of accidents: The CONTRACTOR shall furnish to the OWNER, a distribution return of the number and description by trades of the work people employed on the works. The CONTRACTOR shall also submit on the 4th and 19th of every month to the OWNER, a true statement showing in respect of the second half of the preceding month and the first half of the current month (i) the accidents, if any, that occurred during the said fortnight showing the circumstances under which they occurred and the extent of damage and injury caused by them and (ii) the number of female workers, if any, who have been allowed Maternity Benefit as provided in the Maternity Benefit Act, 1961 or Rules thereunder and the amount paid to them. All electrical accidents shall be reported to concerned authorities as prescribed in Electrical Act 2003, Intimation of Accidents rules, 2004 in prescribed for 'A'.

8.3 Wages: The CONTRACTOR shall pay to labour employed by him either directly or through sub-contractors wages not less than the fair wages as defined in the Contract Labour Regulations.

8.4 Observance of Contract Labour Regulations: The CONTRACTOR shall in respect of labour employed by him or his sub-contractors, comply with or cause to be complied with the Contract Labour Regulations in regard to all matters provided therein.

8.4.1 The CONTRACTOR shall comply with all the provisions of the payment of Wages Act 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act 1947, Maternity Benefit Act 1961 and Mines Act, 1952, Contractor Labour Regulation & Abolition Act 1970, Provident Fund Act or any order made there under/thereof or any other law relating thereto and rules and made hereunder from time to time.

8.4.2 The CONTRACTOR shall be liable to pay his contribution and the employee's contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "The Employees State Insurance Act, 1948" and Provident Fund Act as amended from time to time. In case of default, the ENGINEER will be entitled to withhold an amount of contribution as assessed by him from the CONTRACTOR's bills till such time the CONTRACTOR produces evidence of remittance of the same to the concerned authorities.

8.4.3 The OWNER shall, on a report having been made by the Inspecting Officer as defined in the Contract Labour Regulations, have the power to deduct from the moneys due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said Contract Labour Regulations.

8.4.4 The CONTRACTOR shall indemnify the OWNER against any payments to be made under and for observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

8.4.5 The contractor shall take out necessary license under the Contract Labour (Regulation and Abolition) Act, 1970 within the time limit allowed by the appropriate Government and on his failing to do so within the prescribed time limit, the contract will be liable for termination including forfeiture of Earnest Money /CPG

8.5 Model Rules for Labour Welfare: The CONTRACTOR shall at his own expense comply with or cause to be complied with Model Rules of Labour Welfare as appended to these conditions or rules framed by Central or State Government from time to time for the protection of health and for making sanitary arrangements for the workers employed directly or indirectly on the works. In case the CONTRACTOR fails to make arrangements as aforesaid, the ENGINEER shall be entitled to do so and recover the cost thereof from the CONTRACTOR.

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

The safety code for reference as Appendix-A at p-121

8.7 Insurance of workmen: All workmen shall be covered under insurance against injury or any accident of fatal nature, at CONTRACTOR'S cost.

9.0 WORK PERFORMANCE, INSPECTION, TESTING AND ACCEPTANCE

9.1 Quality of materials and workmanship and tests: All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the OWNER'S instructions and shall be subject from time to time to such tests as the OWNER may direct at the place of manufacture or fabrication or on the site or at all or any of such places. The CONTRACTOR shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the Works for testing as may be selected and required by the OWNER.

9.1.1 QUALITY ASSURANCE PROGRAMME

To ensure that the services under the scope of this Contract are in accordance with the specifications, the Contractor shall adopt suitable Quality Assurance Programme to control such activities at all necessary points. The Contractor shall prepare and finalise such Quality Assurance Programme before the award of Contract. Owner shall also carryout quality audit and quality surveillance of systems and procedures of Contractor's quality control activities. A Quality Assurance Programme of Contractor shall generally cover the following:

- a. His organization structure for the management and implementation of the proposed Quality Assurance Programme.
- b. Documentation control system.
- c. The procedure for purchase of materials and source inspection.
- d. System for site controls including process controls.
- e. Control of non-conforming items and systems for corrective actions.
- f. Inspection and test procedure for site activities.
- g. System for indication and appraisal of inspection status.
- h. System for maintenance of records.
- i. System for handling, storage and delivery.
- j. A quality plan detailing out quality practices and procedures, relevant standards and acceptance levels for all types of work under the scope of this Contract.

All costs associated with routine testing of materials required as per technical specifications or by OWNER shall be included in the Contractor's provision in his quoted rates in the Schedule of items.

GUARANTEE

a. The Contractor guarantees that the system / all equipment and items supplied by him shall be new and in accordance with the Contract Documents and shall be free from defects in material and workmanship for a period of twelve (12) calendar months commencing from the date of successful commissioning of the entire system under the turnkey contract. The Contractor shall be liable for the replacement of any defective parts in the equipment under normal use and arising due to faulty design, materials, and/or workmanship or any other reason attributable to the Contractor. Such replaced defective parts shall be returned to the Contractor unless otherwise agreed.

b. In the event of an emergency where, in the judgement of the Engineer, delay would cause serious loss or damage, repairs or adjustments may be made by the Engineer or by a third party chosen by the Engineer without advance notice to the Contractor and the cost of such work shall be paid by the Contractor or by the Surety. In the event such action is taken by the Engineer, the Contractor will be notified promptly and he shall assist wherever possible in making the necessary repairs. This shall not relieve the Contractor's liability under the terms and conditions of the Contract.

c. If it becomes necessary for the Contractor to replace or repair any defective portion of the plant under this clause, the provision of this clause shall apply to the portions of the plant so replaced or renewed until the expiration of twelve (12) months from the date of such replacement or repair. If any defects be not remedied within a reasonable time, the Engineer may proceed to replace the equipment or part or rectify at site at the Contractor's sole risk and costs and without prejudice to any other rights which the owner may have against the Contractor in respect of such defects. In case the rectification of the defects could not be done due to which the equipment cannot be operated for some period, the guarantee for the complete equipment shall be extended by an equal period. The repaired or replaced parts will be supplied and erected free of cost by the Contractor

d. The repaired or new parts will be furnished and erected free of cost by the Contractor. If any repair is carried out on his behalf at the Site, the Contractor shall bear the cost of such repair.

e. The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the plant or defective workmanship of the Contractor shall be born by the Contractor.

f. The acceptance of the equipment by the Engineer shall in no way relieve the Contractor of his obligation under this clause.

Design, Engineering, Procurement & Supply, Construction and Commissioning of approximately 1 MW Roof Top Solar Photovoltaic Grid Connected Power Project in various production units (Kirandul Complex, Bachel Complex and Donimalai Complex) of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years.

g. In the case of those defective parts which are not repairable at Site but are essential for the commercial operation of the equipment, the Contractor and the Engineer shall mutually agree to a programme of replacement or renewal which will provide for minimum interruption to the operation of the equipment.

h. At the end of the guarantee period, the Contractor's liability will cease except for latent defects. In respect of goods supplied by Sub-contractor to the Contractor where a longer guarantee (more than 12 months) is provided by such sub-contractors, the Owner shall be entitled to the benefit of such longer guarantees.

i. The provision contained in this clause will not be applicable in cases of normal wear & tear of the parts to be specifically identified by the contractor in the offer.

j. The guarantee period for spare parts shall be 12 months after first industrial use or at the latest 18 months after delivery. The spare parts shall be packed by the Contractor in such a manner so as not to require any re-conservation by the Owner within the guarantee period in case of extended storage till such extended period lapses.

9.1.2 ~~————~~ **SITE LABORATORY**

~~As part of the contract; the bidder shall provide and maintain a site laboratory for the testing of samples, construction materials under the direction and general supervision of the OWNER.~~

~~The laboratory building shall be constructed and installed with the appropriate facilities. Temperature and humidity controls shall be available wherever necessary during testing of samples.~~

~~All equipments shall be provided by the Contractor so as to be compatible with the testing requirements specified. The Contractor shall maintain the equipment in good working condition for the duration of the Contract.~~

~~9.2 a) Cost of samples: All samples shall be supplied by the CONTRACTOR at his own cost.~~

~~b) Cost of tests not provided for etc: If any test is ordered by the ENGINEER which is either not so intended by or provided for or (in the cases mentioned above) is not so particularized or though so intended or provided for is ordered by the engineer to be tested out by an independent person or departmentally at the site or at place of manufacture\fabrication of the material, than the cost of such tests shall be borne by the CONTRACTOR if the test shows the workmanship or materials not to be in accordance with the provisions of the contract or the Owner's instructions but otherwise the cost of such tests shall be borne by the OWNER~~

9.3 Inspection and Approval: The ENGINEER or his representative shall have power to inspect and examine any part of works at any time and the CONTRACTOR shall give such facility as may be required for such inspection and examination. All works embracing more than one process shall be subject to examination and approval at each stage thereof and the

CONTRACTOR shall give due notice to the OWNER or his authorized representative when each stage is ready. In default of such notice the OWNER shall be entitled to appraise the quality and extent thereof.

~~9.3.1 ——— Before pouring any concrete OWNER's approval shall be obtained for the reinforcement and embedments etc., as to whether the same have been fabricated and placed in position in accordance with the approved construction drawings.~~

~~9.3.2 General approval of the Engineer shall be obtained by the contractor for the shuttering and other arrangements which have any bearing on the quality of the concreting work and/or the work as a whole.~~

~~a) The design Mix and quality of concrete shall be subject to approval by the OWNER. Strength of Concrete shall be determined in accordance with the test procedures laid down in the specifications/IS codes.~~

~~9.3.4 For structural steel items, Engineer's approval shall be obtained before erection and alignment.~~

9.4 Examination of work before covering up: No work shall be covered up or put out of view without the approval of the OWNER or his authorized representative and the CONTRACTOR shall afford full opportunity for examination and measurement of any work which is about to be covered up or put out of view and for examination of foundations before permanent work is placed thereon. The CONTRACTOR shall give due notice to the OWNER whenever any such work or foundation is ready for examination and the OWNER or his representative shall without unreasonable delay, unless he considers it unnecessary and advises the CONTRACTOR accordingly, attend for the purpose of examining and measuring such work or of examining such foundations. In the event of the failure of the CONTRACTOR to give such notice he shall, if required, by the OWNER uncover such work at the CONTRACTOR's expense.

9.4.1 Uncovering and Making good: The CONTRACTOR shall uncover any part of the works and/or make openings in or through the same as the OWNER may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the OWNER. If any, such part has been covered up or put out of view after being approved by the OWNER, subsequently found on uncovering to be executed in accordance with the contract, the expenses of uncovering and/or making opening in or through, reinstating and making good the same shall be borne by the OWNER. In any other case, all such expenses shall be borne by the CONTRACTOR.

9.5 Suspension of works

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

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

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

9.5.1 Termination of Contract/Foreclosure of contract:

9.5.2 General clause for consultancy contracts.

TERMINATION: Notwithstanding the provisions of the contract, this contract may be terminated by either party in the event that the other party has committed any breach of any material provision herein contained and failed to rectify such breach within thirty days after the affected party has given written notice of such breach and of the possibility of termination of the contract by reason thereof OR the contract may be terminated by OWNER in event of any non-clearance / order/ Notification / Regulations by any competent authority or in the event of non-availability of land / site for the project for any reason whatsoever.

In case of delays on the part of the Consultant in the execution of works in their scope, affecting the project

schedule, for reasons solely attributable to the Consultant, NMDC reserves the right to withdraw that part of the work which is delayed, after giving a notice of 30 days in writing, to fulfill that task, failing which they can get the same done by other Agency at the “risk and cost” of the Consultant without prejudice to any other rights available to NMDC under the Agreement. The above expression “risk and cost” shall include and cover the direct cost incurred in getting such work done through other agency and does not cover the consequential losses or damages, if any suffered by NMDC.

9.5.3 Termination:

A.1. Termination / cancel / short closure for Employer’s Convenience

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

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

a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition.

b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) (ii) below

c) remove all Contractor’s Equipment from the Site, repatriate the Contractor’s and its Subcontractors’ personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition

d) In addition, the Contractor, subject to the payment specified in Sub-Clause A.1.3 hereof, shall

(i) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination

(ii) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant and Equipment as at the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors

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

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

A.2 Termination for Contractor’s Default

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

a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it,

compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up (*other than a voluntary liquidation for the purposes of amalgamation or reconstruction*), a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt.

b) if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of **'Assignment'/'Subletting'** as per the contract.

A.2.2 If the Contractor

a) has abandoned or repudiated the Contract

b) has without valid reason failed to commence work on the Facilities promptly or has suspended the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the Employer to proceed

c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause

e) refuses or is unable to provide sufficient materials, services or labour (adequate resources) to execute and complete the Facilities in the manner specified in the program furnished under the provisions of 'Work Program (Program of Performance)' as per contract, at rates of progress that give reasonable assurance to the Employer that the Contractor can attain Completion of the Facilities by the Time for Completion as per time for completion specified in the contract ; then the Employer may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Employer may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this Sub-Clause A.2 hereof.

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

a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean & safe condition

b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph(d) below

c) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination

d) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant and Equipment as at the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors

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

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

Upon completion of the Facilities or at such earlier date as the Employer thinks appropriate, the Employer shall give notice to the Contractor that such Contractor's Equipment will be returned to the

Contractor at or near the Site and shall return such Contractor's Equipment to the Contractor in accordance with such notice. The Contractor shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.

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

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

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

If such excess is greater than the sums due to the Contractor under Sub-Clause A.2.5 hereof, the Contractor shall pay the balance to the Employer, and if such excess is less than the sums due the Contractor under Sub-Clause A.2.5 hereof, the Employer shall pay the balance to the Contractor. The Employer and Contractor shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

A.3 In this Clause 'A' hereof, the expression "Facilities executed" shall include all work executed, Installation Services provided, and all Plant & Equipment, Structures and Refractories, acquired (*or subject to a legally binding obligation to purchase*) by the Contractor and used or intended to be used for the purpose of the Facilities, up to and including the date of termination.

A.4 In this Clause 'A' hereof, in calculating any money due from the Employer to the Contractor, account shall be taken of any sum previously paid by the Employer to the Contractor under the Contract, including any advance payment paid pursuant to 'Terms of Payment' as per the contract.

~~**9.6** **Liability of Damage, Defects or Imperfections and Rectification:** If the CONTRACTOR or his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence etc. contiguous to the premises on which the works or any part of it is being executed, or if any damage shall happen to the works while in progress the CONTRACTOR shall up on receipt of notice in writing in that behalf make the same good at his own expense. If it shall appear to the OWNER at any time during construction or re-construction or prior to the expiration of the Defects Liability Period, that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the CONTRACTOR for execution of the works is unsound or of a quality inferior to that contracted for or otherwise not in accordance with the Contract or that any defect, shrinkage or other faults have appeared in the works arising out of defective or improper materials or workmanship, the CONTRACTOR shall upon receipt of a notice in writing in that behalf from the OWNER, shall forthwith, rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be and/or remove the materials or articles so specified and provide other proper and suitable materials or articles at his own expense, notwithstanding that the same may have been inadvertently passed, certified and paid for and in the event of his failing to do so within the period to be specified by the OWNER in his notice aforesaid, the OWNER may rectify or remove and re-execute the work and/or remove and replace with others the materials or articles complained of, as the case may be, by other means at the risk and expense of CONTRACTOR.~~

~~9.6.1 In case of repairs and maintenance works, splashes and droppings from white washing, painting etc. shall be removed and surfaces cleaned, simultaneously with completion of these items of work in individual~~

rooms, quarters or premises etc. where the work is done, without waiting for completion of all other items of work in the Contract. In case the CONTRACTOR fails to comply with the requirements of this condition, the OWNER shall have the right to get the work done by other means at the cost of the CONTRACTOR. Before taking such action, however, the OWNER shall give three days' notice in writing to the CONTRACTOR.

~~9.6.2 Except in cases of criminal negligence of willful nonperformance or willful default,~~

~~a) 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~~

~~b) 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.~~

10.0 TIME EXTENSION AND DELAYS

10.1 Time of completion: Time is an important factor of the contract. Subject to any requirement in the contract as to completion of any portion of the works before completion of the whole, the whole of the work shall be completed within the time specified in the Notice Inviting Tender or such extended time as may be allowed under the provisions of the contract.

10.2 In case, scheduled mandays are not completed in contract period of Three Years, the contract period shall be extended on mutual consent to complete the remaining mandays without any additional financial implication.

10.2 Commencement of works: The CONTRACTOR shall commence the works at site within 7 days from the date of issue of the Letter of Award of Contract, unless any other period has been agreed upon by the OWNER/ in writing. If the CONTRACTOR commits default in commencing the execution of the work as aforesaid, OWNER may, without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money and cancel the contract.

10.3 Rate of progress: The CONTRACTOR shall, within 15 (Fifteen) days after the issue of Letter of Award of Contract prepare a Time and Action/Progress Chart. The Chart shall be prepared in direct relation to the time stated in the Contract Documents for completion of items of the works (both in physical and fiscal terms). It shall indicate the forecast of the dates of commencement and completion of various trades or sections of the work and may be amended, as necessary, by mutual agreement between the OWNER and the CONTRACTOR, within the limitations of time imposed in the Contract Documents. Further to ensure good progress during the execution of the works, the CONTRACTOR shall in all cases, in which the time allowed for any work exceeds one month, complete 1/8th of whole of the work before ¼th of the whole time allowed in the contract has elapsed; 3/8th of the work before one half of such time has elapsed and ¾th of the work before ¾th of such time has elapsed.

10.3.1 The OWNER, however, reserves the right to release initially as much of the fronts/sites and drawings as may be required to enable the CONTRACTOR to commence the construction of the works, and release such further fronts/sites and drawings in phases in accordance with approved programme. If there is delay in handing over the site/release of front and drawing to the CONTRACTOR in accordance with the terms of this clause, the OWNER will grant suitable extension of time for the completion of work in accordance with clause 10.4 of these conditions. No other claim on account of this shall be entertained by the OWNER.

10.4 Extension of Time:

If, at any time during the continuance of the contract, the performance in whole or in part of any obligations under the contract, shall be prevented or delayed by either party by reasons of the following:

- a) excepted risks or Force Majeure, or
- b) abnormally bad weather; or
- c) serious loss or damage by fire; or
- d) civil commotion, local combination of workmen strike or lock out; affecting any of the trades employed on the work, or
- e) delay on the part of the other contractor; or tradesmen engaged by the OWNER in executing work not forming part of the contract, or
- f) Non-availability of stores, which are the responsibility of the OWNER to supply or
- g) increase in quantum of work/increase in contract value,
- h) suspension of work by the OWNER for reasons other than the default by the CONTRACTOR
- i) any other cause, which being in the absolute discretion of the OWNER, is beyond the CONTRACTOR's control.

Then upon the happening of any such event(s) causing delay, the CONTRACTOR shall immediately give notice thereof in writing to the ENGINEER. Neither party, by reason of such eventuality, be entitled to terminate the contract nor shall have any claim for damages, one against the other, in respect of such non-performance or delay in performance and the work under the contract shall be resumed as soon as practicable, once such eventuality has come to an end or has ceased to exist. The decision of the ENGINEER as to when the work has been so resumed shall be final and binding. The OWNER shall, in any such case, give extension of time as per clause 9.5.1 and 9.5.2. The basis of granting extension will be the period of such happening causing delay. Such extensions shall be communicated to the CONTRACTOR by the OWNER in writing within 3 months of the date of receipt of such request by the OWNER and the decision of the ENGINEER in this regard shall be final and binding on the CONTRACTOR. The CONTRACTOR shall nevertheless constantly endeavour to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the ENGINEER to proceed with the works.

10.4.1 Request for extension of time, to be eligible for consideration, shall be made by the CONTRACTOR in writing within 14 days of happening of the event causing delay.

~~10.5 Liquidated damages for delay in Completion: Time is an important factor of the contract. It shall be the responsibility of the Contractor to complete the work within the stipulated period of completion including the authorized extensions, if any, granted by the OWNER.~~

~~In case the CONTRACTOR fails to complete the work successfully within the period of completion including the extended time as stipulated above, he shall be liable to pay to the OWNER, as liquidated damages and not as a penalty, a sum at the rate of (0.5)% (half percent) of the total contract price of the work (as awarded) for every week or part thereof which shall be elapsed between the scheduled time of completion of work (including the authorized extended time, if any) and the actual date of completion of work.~~

~~PROVIDED always that the total amount of such liquidated damages for delay to be paid under this condition shall not exceed 10% (Ten percent) of the total contract price, as awarded.~~

~~The OWNER may, without prejudice to any other method of recovery, deduct the amount of such damages from any money in hands, due, or which may become due, to the CONTRACTOR under the contract or any other contract between the CONTRACTOR and the OWNER. The payment or deductions of such damages shall not relieve the CONTRACTOR of his obligation to complete the works or from any other of his obligations and liabilities under the contract.~~

10.5.2 In addition to the above, the OWNER shall be free to cancel the contract or a portion thereof and get the same executed through any other agency or agencies at the risk and cost of the CONTRACTOR. In the event of such action is taken, the CONTRACTOR shall be liable to pay for any loss which the OWNER may sustain but he will not be entitled to any gain made by the OWNER on the account of such default of the CONTRACTOR. The manner and method of taking such action shall be at the entire discretion of the OWNER whose decision in the matter shall be final and binding. This right shall be without breach/prejudice to the other rights of the OWNER to recover damages for any other breaches of contract by the CONTRACTOR.

For supplies made / work executed during the extended delivery period:

1. If delay is due to the reasons not attributable to the Employer, notwithstanding the extension to the "Time for Completion" is granted, no price adjustment shall be allowed in the Contract Price for the portion of work executed beyond scheduled "Time for Completion".

2. If delay is due to reasons attributable to the Employer and extension to the "Time for Completion" is granted, price adjustment, if any, shall be paid in the Contract Price, for the variations arising between the base date and actual date of completion of the respective item of work within the "Extended Time for Completion" of the Contract.

However, if the completion of 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.

3. De-escalation / reductions, if any, which take place, shall be availed.

If it is in the interest of NMDC to ensure completion of supply / execution of job and / or fulfillment of contractual obligations subject to levy of LD when reasons for delays are not attributable to NMDC.

a. If the delay in completion of supply / execution of job is attributable to NMDC or Force Majeure only, Competent Authority may consider waiving of Liquidated Damages, as per the Delegation of Powers (DOP).

b. No price variation will be admissible beyond the original Scheduled Delivery Date for defaults on the part of the supplier / contractor.

c. Price variation shall be allowed beyond the original Scheduled Delivery Date (*i.e. the scheduled completion date*), by specific alteration of that date through an amendment to the contract in cases of Force Majeure or defaults by Owner.

d. Provisions for Risk Purchase:

i. NMDC Limited may, without prejudice to any other method of recovery, deduct the amount of Liquidated damages on account of delay in completion, short fall in performance / non-availability as provided in the contract, from any money in hand, due, or which may become due, to the CONTRACTOR under the contract or any other contract between the CONTRACTOR and NMDC Limited. The payment or deductions of such damages and penalties shall not relieve the CONTRACTOR of his obligation to complete the work or from any other of his obligations and liabilities under the contract.

ii. In addition to the above, NMDC Limited shall be free to cancel the contract or a portion

thereof and get the balance works executed through other agency or agencies at the risk and cost of the CONTRACTOR. In the event such action is taken, the CONTRACTOR shall be liable to pay NMDC Limited for any loss, which NMDC Limited may sustain but he will not be entitled to any gain of such action made against default. The manner and method of taking such action shall be at the entire discretion of NMDC Limited whose decision in the matter shall be final and binding. This right shall be without breach / without prejudice to the other rights of the OWNER to recover damages for breach of contract by the CONTRACTOR.

10.5 Liquidated Damages (LD) for Delay in Completion & Liquidated Damages for Non-Fulfillment of Guarantee Values: •

10.5.1 Liquidated Damages for delay in completion:

10.5.2 Time is an important factor of the contract. It shall be the responsibility of the Contractor to complete the work within the stipulated period of completion.

10.5.3 In case of delay in completion of the contract, liquidated damages may be levied at the rate of half percent (0.5 %) of the contract price per week of delay, subject to a maximum of 10% of the contract price.

Liquidated damages levied and recovered from the contractor is liable to GST at the applicable rate. Contractor shall pay GST in addition to the LD charged.

10.5.4(i) The OWNER, if satisfied, that the works can be completed by the CONTRACTOR within a reasonable time after the specified time for completion, may allow further extension of time at its discretion with or without the levy of Liquidated Damages. In the event of extension granted being with Liquidated Damages, the OWNER will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent (½%) of the contract value of the works for each week or part of the week subject to the ceiling defined in sub-clause 9.1.2.

10.5.4(ii) The OWNER, if satisfied that the works cannot be completed by the CONTRACTOR within the contract period/ extended period of contract or in the event of failure on the part of the CONTRACTOR to complete the work within the contract period/ extended period of contract, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to terminate the contract.

10.5.4 (iii) The OWNER if not satisfied with the progress of the contract and / or in the event of failure of the CONTRACTOR to recoup the delays in the mutually agreed timeframe, shall be entitled to terminate the contract.

In the event of such termination of the contract as described in clauses 9.1.3(ii) or 9.1.3(iii) or both, the OWNER shall be entitled to recover Liquidated Damages up to Ten Percent (10%) of the contract value and get the work completed by other agency(ies) / means at the risk and cost of the CONTRACTOR. The Security Deposit (Contract Performance Guarantee amount) will then be forfeited and adjusted against such claims / dues from the contractor.

In case the CONTRACTOR fails to complete the work successfully within the period of completion for reasons attributable to the contractor, he shall be liable to pay to the OWNER, as liquidated damages and not as a penalty, a sum at the rate of % % (half percent) of the total contract value of the work (as awarded) for every week or part thereof which shall be elapsed between the schedule time of completion of work and the actual date of completion of work.

PROVIDED always that the total amount of such liquidated damages for delay to be paid under this condition shall not exceed 10% (Ten percent) of the total contract value, as awarded.

FAILURE OF THE OPERATOR TO COMPLY WITH THE PROVISIONS OF THE CONTRACT

If the Operator refuses or fails to execute the work or any separable part thereof with such diligence or fails to perform any of his obligations under the contract or in any manner commits a breach of any of the provisions of the contract, it shall be open to NMDC, to adopt following course of action at it's option, by written notice to the Operator.

1. To determine the contract in which event the contract shall stand terminated and shall cease to be in force and effect on and from the date the decision is announced by NMDC. The Operator shall stop forthwith any of the Operators work, then in progress and handover the work to NMDC. NMDC shall be entitled for recovery of cost /compensation to complete the unfinished obligations.

2. Without determining the contract, to take over the work of the Operator or any part thereof and complete the same through a fresh contract or by other means at the risk and cost of the Operator. In the event that NMDC proceeds in the manner prescribed in above clause then the whole or part of the security deposit furnished by the Operator is liable to be forfeited without prejudice to the other rights of NMDC. NMDC shall also have the right of taking possession and utilizing such materials, equipment and plant, belonging to the Operator, as may be at the site of the work in order to complete the unfinished work.

The amount that may have become due to the Operator on account of work already executed by him shall not be payable to him until after the expiry of six months reckoned from the date of the determination of contract or from the taking over of the work or part thereof by NMDC as the case may be. Further during this period of six months the responsibility for faulty workmanship in respect of such completed work shall under the contract, rest exclusively with the Operator.

Termination of the contract shall not prejudice or affect the rights of NMDC which may have accrued up to the date of such termination.

10.6 Completion Certificate: As soon as the work is completed, in all respects to the satisfaction of the ENGINEER, the CONTRACTOR shall give notice of such completion to the OWNER and within 30 days of receipt of such notice the OWNER shall inspect the work and shall furnish the CONTRACTOR with a certificate of completion, within 15 days after the inspection, indicating therein a) date of completion; b) defects to be rectified by the CONTRACTOR; and/or c) items for which payment shall be made at the reduced rate. No certificate of completion shall be issued nor shall the work be considered to be completed till CONTRACTOR shall have removed from the premises on which the work has been executed all scaffoldings, sheds, and surplus material (except such as are required for rectification of defects) rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the CONTRACTOR or the workmen and cleaned all dirt from the part of building(s) in upon or about which the work has been executed or of which he may have had possession for the purpose of the execution thereof, cleaned floors, gutters and drains, eased doors and sashes, oiled locks and fastenings, labeled keys clearly and handed them over to the OWNER and made the whole premises fit for immediate occupation; or use to the satisfaction of the OWNER. If the CONTRACTOR shall fail to comply with any of the requirement of these conditions as aforesaid, on or before the date of completion of the works, the OWNER may at the expense of the CONTRACTOR fulfill such requirements and dispose of scaffoldings, surplus materials and rubbish etc. as he thinks fit and the CONTRACTOR shall have no claim in respect of any such scaffoldings or surplus material except for any sum actually realized by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the CONTRACTOR. If the expenses of fulfilling such requirements are more than the amount raised on such disposal as aforesaid the CONTRACTOR shall forthwith on demand pay such excess amount to the OWNER.

11.0 DEFECTS AND MAINTENANCE

11.1 Definition of Defect Liability Period: In these conditions the expression Defect Liability Period shall mean the period of maintenance named in the Appendix to GCC, calculated from the date of completion of the entire works under the scope of contract as certified by the OWNER in accordance with clause 10.6 hereof.

Execution of work or repairs etc: Any time from the date of issue of completion certificate and within 15 days from the date of expiry of the Defect Liability Period, the ENGINEER may in writing ask the CONTRACTOR to repair, amend, reconstruct, rectify and make good any defects imperfections, shrinkages and/or other faults that may have developed during the period. Upon receiving such notice, the CONTRACTOR shall forthwith execute such works within the time specified by the OWNER and shall deliver them to the OWNER in as good and as perfect a condition (fair wear and tear accepted) to the satisfaction of the ENGINEER as they were at the time of commencement of the Defect Liability Period.

Cost of execution of repairs etc: All such works shall be carried out by the CONTRACTOR at his own expenses if the necessity thereof is in the opinion of the ENGINEER due to the use of materials or workmanship not in accordance with the contract or due to the neglect or failure on the part of the CONTRACTOR to comply with any obligations expressed or implied on the CONTRACTOR'S part under the contract.

11.2 Remedy on CONTRACTOR'S failure to carry out work: If the CONTRACTOR shall fail to do any such work as aforesaid required by the ENGINEER the OWNER shall be entitled to carry out such works by his own workmen or by other Contractors and the OWNER shall be entitled to recover from the CONTRACTOR the cost thereof or may deduct the same from any money due or that may become due to the CONTRACTOR, under this contract or any other contract between the CONTRACTOR and the OWNER.

12.0 ALTERATIONS, ADDITIONS AND OMISSIONS:

12.1 Variations: The OWNER shall have power (i) to make alterations in, omissions from, additions to, or substitutions in the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and (ii) to omit a part of the works in case of non-availability of a portion of the Site or for any other reasons. The CONTRACTOR shall be bound to carry out the works in accordance with such instructions given to him in writing signed by the OWNER and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein. Any altered, additional or substituted work which the CONTRACTOR may be directed to do in the manner above specified as part of the works shall be carried out by the CONTRACTOR on the same conditions in all respects at which he agreed to do the main work.

12.2 Completion Time: In the event of any deviations resulting in additional cost over the contract, sum being ordered the time for completion of the works shall be extended as follows if requested by the CONTRACTOR.

- i) In the proportion, which the additional cost of the altered, additional or substituted works bears to the original contract sum, plus
- ii) 10% of the time calculated in (i) above or such other time as may be considered by the OWNER.

12.3 Valuation of variations: Rates for such additional, altered or substituted items of work shall be determined by the Engineer, in the following manner:

- (i) If, in the opinion of the ENGINEER, the rate for additional altered or substituted item of work is specified in the Bill of Quantities, the CONTRACTOR shall carry out the additional, altered or substituted item at the same rate. In the case of composite tenders, where two or more Bills of Quantities may form part of the contract, the applicable rate shall be taken from the Bill of Quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the same item of work in the other Bills of Quantities. However, where the CONTRACTOR'S rate(s) for individual item(s) or works is (are) considered by the OWNER to be absurdly high (freak item rates), any variation beyond + 25 % (twenty five percent) of the

quantity mentioned in the Bill of Quantities, shall be paid for at the rate(s) to be determined by the ENGINEER by mutual discussion with Contractor as per provisions in sub clause (iii) below.

iii) If in the opinion of the ENGINEER, the rate for the any altered, additional or substituted items of work, is not specified in the Bill of Quantities, the rate for that item shall be derived from the rate of items in the Bill of Quantities, which in the opinion of the ENGINEER is the nearest similar item.

iii) If, the rate for any additional, altered or substituted item of work cannot be determined in the manner specified in sub para (i) and (ii) above, then such item of work shall be carried out at the rate entered in the Schedule of Rates mentioned in the Appendix to GCC plus /minus the percentage by which the tendered amount of the work actually awarded is higher or lower than the estimated amount of the work actually awarded.

iv) If the rate for any altered additional or substituted item of work cannot be determined in the manner specified in sub-paras (i) to (iii) above, then the rate for such item of work shall be derived from the Schedule of Rates specified in sub para (iii) above plus/minus the percentage mentioned in that sub-para. Provided always that if rate(s) for part(s) of an item(s) is/are not specified in the Schedule of Rates, the rate(s) for such part(s) shall be determined by the ENGINEER on the basis of the purchase price as supported by the vouchers submitted by the CONTRACTOR, unless the ENGINEER finds the purchase price indicated in such vouchers as unreasonable. In the latter event the price shall be determined on the basis of market rate(s) prevailing during the fortnight following the date of the order.

v) If, in the opinion of the ENGINEER the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-paras (i) to (iv) above, the CONTRACTOR shall, within 14 days of the date of receipt of order to carry out the said work, inform the ENGINEER of the rate which he proposes to claim for such item of work supported by detailed analysis of the rate claimed and the ENGINEER shall within three months thereafter, after giving due consideration to the rate claimed by the CONTRACTOR, determine the rate, as he may consider reasonable on the basis of market rate(s). In the event of the CONTRACTOR failing to inform the ENGINEER within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the ENGINEER as he may consider reasonable on the basis of market rate(s).

vi) Provided that no order in writing shall be required from the ENGINEER for increase or decrease in the quantity of any item of work where such increase or decrease is the result of the certified actual quantities, executed based on approved construction drawings exceeding or being less than those stated in the Bill of Quantities. In such cases, always subject to provision of sub-clause 12.4 below, regarding freak item rates, the CONTRACTOR shall be paid only for the actual quantity of work done, as certified by the ENGINEER at the accepted unit item rates and no compensation shall be allowed for any variation in quantities mentioned in the Bill of Quantities.

12.4 **Freak rate** / Freak rate items

Freak rate (*abnormal rate*), unless otherwise determined, has been defined as the quoted rate less than 25 % of the estimate rate or more than 100 % of the estimate rate. For illustration, if Rs. 100/- is the estimated unit rate for an item and the quoted rate is equal to or less than Rs. 25/- OR is equal to or more than Rs. 200/-, such quoted rate shall be treated as freak rate (*abnormal rate*).

If the tender submitted as a whole is unworkable because of freak rates, the tender may be rejected. Where freak rates are quoted by lowest acceptable tenderer, the contractor may be informed of the rate

quoted by him for the item.

13 VALUATION AND PAYMENT

13.1 **Records and measurements:** The OWNER shall, except as otherwise stated ascertain and determine by measurement the value of the work done in accordance with the contract.

13.1.1 All items having financial values shall be entered in measurement book, level book etc. prescribed by the OWNER so that a complete record is obtained of all work performed under contract.

13.1.2 Measurements shall be taken jointly by the OWNER or his authorized representative and by the CONTRACTOR or his authorized representative.

~~13.1.3 100 % payment will be released on completion of every 6 monthly visit on satisfactory preventive maintenance and breakdown calls for this work along with valid invoice and maintenance report / job card duly certified by Engineer in charge.~~

~~13.1.3 Before taking measurements of any work, the OWNER or the person deputed by him for the purpose shall give a reasonable notice to the CONTRACTOR. If CONTRACTOR fails to attend or send authorized representative for measurement or fails to countersign or to record the objection within a week from the date of measurement, in any such events measurements taken by the OWNER, shall be taken to be the correct measurements of the work.~~

13.1.4 TERMS OF PAYMENT:-

The payment due on receipt of equipment and materials, and those for the erection and construction portion of the works shall be made after deduction of Income Tax and other levies as applicable.

The GST TDS if any required by employer to be made under GST Act or rules made thereunder shall be deducted at such rate as may be specified with effect from such date as notified, from the invoice of the contractor.

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 approved billing Schedule

A. Payment against Plant Construction Works on turnkey basis:

Supply: Payment terms • (Price Schedule-A-Section-I of Price Schedule Format)

- a) 75 % of the supply price as per approved billing schedule including Goods and Services Tax (GST)
 - Will be paid on pro rata basis against following dispatch document
 - a) Clear lorry receipt / Delivery Challan
 - b) Invoice (GST Compliant)
 - c) Packing list
 - d) Test certificate
 - e) Pre-dispatch inspection certificate / waiver of inspection.
 - f) Warranty certificate
 - g) Dispatch clearance certificate issued by Owner.

Contractor agrees that any retention money withheld from any invoice towards security against the obligation due from the contractor i.e., final completion certificate, commissioning certificate etc., and payment for such invoice be regarded as fully discharged for the purpose of GST.

- b) 20 % of the supply price will be released after successful commissioning of the entire system. This Payment will be released against submission of following documents:
 - a) Signed commercial Invoice -3 copies
 - b) Successful Commissioning certificate from owner at site regarding successful erection and commissioning
- c) 5% of the supply price shall be paid on successful completion of PG Tests and final acceptance of the system by NMDC and all completed documentation including as built drawings .

13.1.5 Erection and Commissioning-Payment Terms (Price Schedule-A-Section-II of Price Schedule Format)

13.1.6 85% of the Erection Price of the equipment including Goods and Services Tax (GST) will be paid as per approved billing schedule on prorata basis after issue of certificate by the owner

Contractor agrees that any retention money withheld from any invoice towards security against the obligation due from the contractor i.e., final completion certificate, commissioning certificate etc., and payment for such invoice be regarded as fully discharged for the purpose of GST.

13.1.7 10% of the erection price shall be paid along with payment due under clause 13.1.4 (b)

13.1.8 5% of the erection price shall be paid along with payment due under clause 13.1.4 ©

Civil works -Payment Terms-(Price Schedule A- Section-III of Price Schedule Format)

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.

- 13.1.9 85% payment including Goods and Services Tax (GST) shall be made as per approved billing schedule on pro rata basis as per the works executed.

Contractor agrees that any retention money withheld from any invoice towards security against the obligation due from the contractor i.e., final completion certificate, commissioning certificate etc., and payment for such invoice be regarded as fully discharged for the purpose of GST.

- 13.1.10 10% payment shall be made along with payment due under clause 13.1.4 (b)

- 13.1.11 5% payment shall be made along with payment due under clause 13.1.4 (c)

13.1.12 Liaisoning Charges - Payment Terms-(Price Schedule -A- Section-IV of Price Schedule Format)

90% payment including Goods and Services Tax (GST) on successful commissioning of the entire system and remaining 10% after successful completion of PG tests.

Notes: Contractor agrees that any retention money withheld from any invoice towards security against the obligation due from the contractor i.e., final completion certificate, commissioning certificate etc., and payment for such invoice be regarded as fully discharged for the purpose of GST.

Regarding payments against Commissioning Certificate / FAC Certificate: In case of abnormal delays in issue of Commissioning / FAC Certificate for reasons not attributable to the contractor, the corresponding amount will be released against BG(s) of equivalent value and for a period mutually agreed, as indicated below:

- I. If commissioning of the system cannot be taken up for a period more than 3 months after issue of 'Preliminary Acceptance Certificate' due to reasons not attributable to the Contractor, then payment against commissioning may be released against a bank guarantee valid up to actual completion date of successful commissioning.
- II. If Performance Guarantee Tests cannot be taken up for a period more than 6 months after issue of 'Commissioning Certificate' due to reasons not attributable to the Contractor, then payment against Performance Guarantee tests may be released against a bank guarantee valid up to the successful completion of performance guarantee tests.

These BG's are additional and over and above any other BG's to be submitted for any other reason.

B. Payment against O & M works – (Price Schedule)

100% of the O&M price including goods and services tax (GST) on Pro Rata Basis for every quarter against quarterly running bills, subject to guarantee performance and availability as per relevant clauses.

13.1.12 The CONTRACTOR shall without extra charge provide assistance with every appliance, labour and other things necessary for measurements.

13.1.13 Mandays shall be signed and dated by both parties each day on the Site on completion of measurement. If the CONTRACTOR objects to any of the measurements recorded on behalf of the OWNER, a note to that effect shall be made in the measurement book against the item objected to and such note shall be signed and dated by both parties engaged in taking the measurement. The decision of the OWNER/ENGINEER on any such dispute or difference or interpretation shall be final and binding on both the parties and shall be beyond the scope of settlement of dispute by arbitration in respect of all contract items.

~~Methods of measurement: Except where otherwise stipulated in the description, in the bill of quantities or in the specifications, the measurements shall be made according to IS 1200, notwithstanding any general or local practice. All dimensions and measurements shall be in metric units.~~

~~13.2 — **Payment on Account:** The CONTRACTOR shall submit to ENGINEER in the first week of every month, and on account bill showing therein the value of permanent works executed up to the end of the preceding month, accompanied by detailed measurement and statement of materials at site. The OWNER shall then arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work.~~

~~13.2.1 — Payment on account for amount admissible shall be made on the ENGINEER certifying the sum to which the CONTRACTOR is considered entitled after deducting there from the amounts already paid, and such other amounts as may be deductible or recoverable in terms of the Contract, provided the gross amount of such bill is not less than 5% of the contract value as awarded. However, for items involving more than one activity, stage wise payment shall be made as provided in the contract.~~

13.2.2 Payment of the CONTRACTOR's bills shall be made by the OWNER within 30 days from the date of submission of the bill subject to the acceptance of the ENGINEER.

13.2.3 Any interim certificate given relating to work done or materials delivered may be modified or corrected by the OWNER by any subsequent interim certificate or by the final certificate. No certificate of the OWNER supporting an interim payment shall itself be conclusive evidence that any work or materials to which it/they relate/relates is/are in accordance with the Contract.

13.2.4 Pending consideration of extension of date of completion, interim payment shall continue to be made as herein provided, subject to Clause 10.5 of these conditions.

13.3 **Time limit for payment of final bill:** The final bill shall be submitted by the CONTRACTOR within three months of physical completion of the entire work as certified by the Engineer in accordance with clause 10.6 of these conditions. No further claim shall be made by the CONTRACTOR after submission of the final bill and these shall be deemed to have been waived and extinguished. All approved samples, as-built drawings shall be submitted along with final bill. An undertaking stating that all statutory payments have been made and the OWNER shall be fully indemnified from any claims from statutory authorities, shall also be enclosed. Payment of these items of the bill in respect of which there is no dispute, shall be made within six (6) months, the period being reckoned from the date of receipt of the bill by the OWNER.

13.3.1 After payment of the amount of the final bill payable as aforesaid has been made, the CONTRACTOR may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days, his disputed claim shall be dealt with as provided in the contract.

13.4 **Overpayments and underpayments:** Wherever any claim for the payment of a sum of money to the OWNER arises out of or under this contract against the CONTRACTOR, the same may be deducted by the OWNER from any sum then due or which at any time thereafter may become due to the CONTRACTOR under this contract and failing that under any other contract with the OWNER or from any other sum due to the CONTRACTOR from the OWNER which may be available with the OWNER or from his Contract Performance Guarantee or he shall pay the claim on demand.

13.4.1 The OWNER reserve the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The OWNER further reserve the right to enforce recovery of any overpayment, when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an Arbitrator appointed under Clause 16 of these conditions and notwithstanding the fact the amount of the final bill figures in the Arbitration Award.

13.4.2 If as a result of such audit and technical examination, any overpayment is discovered in respect of any work done by the CONTRACTOR or alleged to have been done by him under the Contract, it shall be recovered by the OWNER from the CONTRACTOR by any or all of the methods prescribed above. If any underpayment is discovered, the amount shall be duly paid to the CONTRACTOR by the OWNER. PROVIDED that the aforesaid right of the OWNER to adjust overpayment against amount due to the CONTRACTOR under any other contract with the OWNER shall not extend beyond the period of 2 years from the date of payment of final bill or in case the final bill is a minus bill from the date the amount payable by the CONTRACTOR under the MINUS final bill is communicated to the CONTRACTOR.

13.4.3 Any amount due to the CONTRACTOR under this contract for underpayment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the CONTRACTOR, from him to the OWNER on any other Contract or account whatsoever.

14.0 REMEDIES AND POWERS

14.1 Cancellation of Contract due to contractor's Default: The OWNER reserves the right to terminate the contract either in part or in full if the CONTRACTOR-

a) at any time makes default in proceeding with the works with due diligence and continues to do so after notice in writing of 7 days from the OWNER; or

b) commits default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the ENGINEER; or

c) fails to complete the works or part(s) thereof with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf of the ENGINEER; or

- d) shall offer, or give or agree to give to any person in OWNER's service or to any other person on his behalf, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any act in relation to the obtaining execution of this or any other Contract for the OWNER; or
- e) shall enter into a contract with the OWNER in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to OWNER; or
- f) shall obtain a Contract with the OWNER as a result of ring tendering or other non-bonafide methods of competitive tendering; or
- g) being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his state made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency act for the time being in force or make any conveyance or assignment of his composition or arrangement for the benefit of his creditors or purport to do so, or if any application be made under any Solvency Act for the time being in force for sequestration of his state or if a trust deed be executed by him for benefit of his creditors; or
- h) being a company shall pass a resolution or the court shall make an order for liquidation of its affairs, or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court or debenture holder to appoint a receiver or a manager; or
- i) shall suffer and execution being levied on his goods and allow it to be continued for a period of 21 days; or
- j) assigns, transfers, sublets (engagement of labour on a piece work basis for labour with materials not be incorporated in the work, shall not be deemed to be subletting); or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the OWNER; the OWNER may without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the OWNER, by written notice cancel the contract as a whole or only such part(s) of work in default from the contract.

14.1.1 The OWNER shall on such cancellation have powers to:

- i) take possession of the site and any materials, constructional plant, implements, stores etc. thereon, and/or
- i) carryout the incomplete work by any means at the risk and cost of the CONTRACTOR.

14.1.2 Valuation on the date of termination of contract: On cancellation of the contract in full or in part, the OWNER shall determine what amount, if any, is recoverable from the CONTRACTOR for completion of works or part of the works or in case the works or part of the works is not completed, the loss or damage suffered by the OWNER. In determining the amount, credits shall be given to the CONTRACTOR for the value of the work executed by him up to the time of cancellation, the value of

CONTRACTOR's material taken over and incorporated in the works and use of tackle and machinery belonging to the CONTRACTOR.

14.1.3 Any excess expenditure incurred or to be incurred by the OWNER in completing the works or part of the works or excess loss or damages suffered or may be suffered by the OWNER as aforesaid after allowing such credit shall be recovered from any money due to the CONTRACTOR or any account, and if such money is not sufficient the CONTRACTOR shall be called upon in writing to pay the same within 30 days.

14.1.4 If the CONTRACTOR shall fail to pay the required sum within the aforesaid period of 30 days, the ENGINEER shall have the right to sell any or all the CONTRACTOR's unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the CONTRACTOR under the Contract, and if thereafter there be any balance outstanding from the CONTRACTOR, it shall be recovered in accordance with the provisions of the Contract.

14.1.5 Any sums in excess of the amounts due to the OWNER and unsold materials, constructional plant etc. shall be returned to the CONTRACTOR, provided always that if cost or anticipated cost of completion by the OWNER of the works or part of the works is less than the amount which the CONTRACTOR would have been paid had he completed the works or part of the works such benefit shall not accrue to the CONTRACTOR.

Cancellation/Foreclosure of Contract in full or in part due to abandonment or reduction in scope of work: If at any time after acceptance of the tender the OWNER shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the OWNER shall give one week's notice in writing to that effect to the CONTRACTOR and the CONTRACTOR shall have no claim to any payment or compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the works in full but which he could not derive in consequence of the foreclosure of the whole or part of the works.

14.2.1 Valuation on the date of foreclosure: In such an event, the CONTRACTOR shall be paid at Contract rates the amount for works executed at site and, in addition, a reasonable amount as certified by the OWNER for the items hereunder mentioned which could not be utilized on the work to the full extent because of the foreclosure.

i) Any expenditure incurred on preliminary site work eg. Temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.

i) The OWNER shall have the option to take over CONTRACTOR's materials or any part thereof either brought to site of which the CONTRACTOR is legally bound to accept delivery from suppliers (for incorporating in or incidental to the work). For materials taken over by the OWNER, cost of such materials shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the CONTRACTOR.

ii) For contractor's material not retained by the OWNER, reasonable cost of transporting such materials from the site to contractor's nearest store or to his other works, whichever is less shall be

paid. If materials are not transported to either of the said places, no cost of transportation shall be payable.

iii) If any materials supplied by the OWNER are rendered surplus, the same except normal wastage shall be returned by the CONTRACTOR to the OWNER at the rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the material were in the custody of the CONTRACTOR. In addition, cost of transporting such materials from the site to the OWNER's store if so required by the OWNER.

iv) Reasonable compensation for transfer of T&P from site to CONTRACTOR's permanent stores or to his other work sites, whichever is less. If T&P are not transported to either of the said places, no cost of transportation shall be payable.

14.2.2 The CONTRACTOR shall, if required by the OWNER furnish him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.

14.2.3 Termination of the Contract on Death: If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is partnership concern and one of the partners dies, then unless the OWNER is satisfied that the legal representatives of the individual CONTRACTOR or the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the contract, the OWNER shall be entitled to cancel the contract as to its incompleting part without the OWNER being liable in any way to payment of any compensation to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of the contract. The decision of the OWNER/ENGINEER that the legal representatives of the deceased CONTRACTOR or the surviving partners of the CONTRACTOR's firm cannot carryout and complete the contract shall be final and binding on the parties.

15.0 CONSTRUCTION FACILITIES

15.1 Land for contractor's Office, Store, Workshop etc:

The OWNER shall at his discretion and for the duration of execution of the Contract make available at site, free of charge, land for construction of CONTRACTOR's field office, workshop, stores, magazines for explosives in isolated locations, assembling yard etc. required for execution of the Contract. Levelling and dressing of site, any construction of temporary roads, offices, workshop etc. as per plan approved by the ENGINEER shall be done by the CONTRACTOR at his own cost.

15.1.1 On completion of work or on cancellation of contract, the CONTRACTOR shall hand over the land duly cleaned to the OWNER. Until and unless the CONTRACTOR has handed over the vacant possession of land allotted to him for the above purposes, the payment of his final bill shall not be made. The CONTRACTOR shall be liable to pay for the use and occupation of the land at the rates to be determined by the OWNER, if the CONTRACTOR overstays in the land after contract is completed or cancelled.

~~15.2 Water for Construction Purpose: Unless specified otherwise in the Special Conditions of Contract, the CONTRACTOR shall make his own arrangements for construction water as well as for supply of drinking water for his labours. However, in case there is any suitable existing source of water like bore well within the boundaries of the land acquired by the OWNER for the project and if the OWNER does not need such source of water for its exclusive use, the CONTRACTOR may be permitted to utilize such source of water, provided such water is fit for construction. All costs of extraction and distribution of water from such source will be borne by the CONTRACTOR.~~

15.2.1 All pipelines, pumps and other accessories required for taking the water from mains to the site of work shall be provided by the CONTRACTOR at his own cost. He shall not be entitled to any payment on account of the expenditure incurred in providing the Pipe lines, Pump, etc.

15.2.2 Even though the OWNER may permit the CONTRACTOR to use any existing source of water as per clause 15.2 above, the OWNER will not be responsible for sufficient yield of water from such source and the CONTRACTOR shall be responsible for making at his own cost alternative arrangements for water, if necessary. The ENGINEER also reserves the right to limit the quantity of water to be allowed to be drawn by the CONTRACTOR.

15.2.3 It will be the responsibility of the CONTRACTOR to satisfy himself that the water drawn by him is fit for construction and to adequately treat such water before use at his own cost when it is not found fit for the said purpose.

15.2.4 The CONTRACTOR shall make his own arrangements for storage of sufficient quantity of water required for the work. He shall not be entitled to any payment on account of the expenditure incurred in providing storage facilities.

15.2.5 If specifically undertaken by the OWNER in the Special Conditions of the Contract to supply water required for construction purpose for the work covered under the scope of the Contract as well as for drinking purposes of the construction sites, it will be supplied on chargeable basis. The CONTRACTOR shall make his own arrangements to draw water from the source of water supply to be indicated by the ENGINEER. All pipelines, pumps and other accessories required for taking the water from mains to the site of work shall be provided by the CONTRACTOR at his own cost.

~~15.3 Power Supply: Unless specified otherwise in the Special Conditions of Contract, the CONTRACTOR shall make his own arrangements for electric power required for the construction works as well as for the labour colony/camp etc. including providing and installation of all necessary transformers, switch gear, wiring, fixtures, bulbs and other temporary requirement for distribution and utilization of energy for power and lighting.~~

~~15.3.1 The CONTRACTOR shall ensure that the Electric Equipments and distribution lines conform to Indian Electricity rules 1956 and Indian Electricity Act 1910 with latest amendments and that all equipment's are approved by the Electrical Inspector of the State Government.~~

~~15.3.2 If specifically undertaken by the OWNER in the Special Conditions of the Contract to supply electricity, it will be provided on chargeable basis, at one point of the distribution system as per requirement as may be decided by the ENGINEER. Electricity supply will be at 440 volts, 3 phase, 50 cycles or of 230 volts, 1 phase 50 cycles. CONTRACTOR shall provide and install all necessary~~

~~transformers, switch gear, wiring, fixtures, bulbs and other temporary requirement for further distribution and utilization of energy for power and lighting and shall remove same on completion of the work Electricity consumed shall be charged at the prevailing tariff rate of State Electricity Board. The supply may be withdrawn if the power is used for purposes other than for the work of the project and the contractor shall not be entitled to any claim whatsoever on account of any such act.~~

16.0 SETTLEMENT OF DISPUTES AND ARBITRATION.

16.1 Except as otherwise specifically provided in the contract all disputes concerning question of facts arising under the contract shall be decided by the OWNER subject to a written appeal by the CONTRACTOR to the OWNER, whose decision shall be final to the parties hereto.

16.2 Any disputes or differences including those considered as such by only one of the parties arising out of or in connection with the Contractor shall be the extent possible settled amicably between the parties.

16.3 If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration as provided in Clause 16.4 below.

16.4 Settlement of all disputes through Arbitration:

~~a) All disputes or differences which may arise between the Owner and Contractor in connection with the Contract (other than those in respect of which the decision of any person is expressed in the Contract to be final and binding) shall, after written notice by either party to the other and to the Chairman cum Managing Director of the NMDC Limited (who will be the appointing authority), be referred for adjudication to the sole Arbitrator to be appointed as hereinafter provided.~~

~~b) ——— The appointing authority will send within ninety days of receipt of the notice of arbitration a panel of three names of persons not directly connected with the work to the Contractor who will select any one of the persons named to be appointed as a sole Arbitrator within 30 days of receipt of names. If the appointing authority fails to send to the Contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the appointing authority a panel of three names of persons who shall also be unconnected with 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.~~

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

~~d) ——— The laws applicable to the Contract shall be the laws in force in India. The Courts of Hyderabad (Telangana State) shall have exclusive jurisdiction in all matters arising under this Contract. The venue of the arbitral proceedings shall be Hyderabad, India.~~

~~e) Arbitration with foreign contractor or in Consortium contracts (including foreign contractor), where the contract value is more than Indian Rs.20 Crore shall be governed by the Rules of Arbitration of International Chamber of Commerce (ICC), Paris. The venue of the arbitral proceedings shall be Hyderabad, India.~~

~~f) 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.~~

~~Arbitration between a Central Public Sector Undertaking of the Government of India (not under the Ministry of Steel) and the Employer (NMDC) shall be as per the guidelines of Ministry of Heavy Industries and Public Enterprises, Government of India.~~

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

- a) All disputes or differences which may arise between the Owner 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) shall, after written notice by either party to the other and to the Chairman cum managing Director of the NMDC Ltd. (who will be the appointing authority), be referred for adjudication to the sole Arbitrator to be appointed as hereinafter provided.

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

- b) will select any one of the persons named to be appointed as a sole Arbitrator within 30 days of receipt of names. If the appointing authority fails to send to the Contractor the panel of three names, as aforesaid, within the period specified, the contractor shall send to the appointing authority a panel of three names of persons who shall also be unconnected with the organisation by which the work is executed. The appointing authority shall on receipt of the names as aforesaid select any one of the persons named and appoint him as the sole Arbitrator. If the appointing authority fails to select the person and appoint him as the sole Arbitrator within 30 days of receipt of the panel and inform the Contractor accordingly, the Contractor shall be entitled to invoke the provisions of the Indian Arbitration and Conciliation Act 1996 as amended from time to time.
- c) The further progress of any work under the contract shall unless otherwise directed by the Owner / Engineer continue during the arbitration proceedings and no payment due or payable by/to the Owner shall be withheld on account of such proceedings. It shall not be open to arbitrator to consider and decide whether or not such work shall continue during the arbitration proceedings.

- d) The laws applicable to the Contract shall be the laws in force in India. The Courts of Hyderabad, Telangana State shall have exclusive jurisdiction in all matters arising under this Contract.
- e) The venue of the arbitral proceedings shall be Hyderabad, Telangana State, India.
- f) 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
- g) Arbitration between a Central Public Sector Undertaking of the Government of India (not under the Ministry of Steel) and the Employer shall be as per the guidelines of Ministry of Heavy Industries and Public Enterprises, Government of India.
- h) Arbitration between a Central Public Sector Undertaking of the Government of India under the Ministry of Steel, Government of India and the Employer, shall be as per the guidelines of the Ministry of Steel.
- i) The mechanism for settling the dispute through Arbitration shall be applicable only 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 recourse to remedies that may be available to them under the applicable laws other than Arbitration after the prior intimation to the other party.
- j) 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.
- k) 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 NMDC'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 NMDC's decision under the provisions of Integrity Pact executed between the NMDC and the Bidder/ Contractor.

17. INSTRUCTIONS AND NOTICES

17.1 Instructions and Notices by and on behalf of the OWNER: Subject as otherwise provided in this Contract, all notices to be given on behalf of the OWNER and all other actions to be taken on its behalf may be given or taken by the ENGINEER.

17.1.1 All instructions, notices and communications etc under the Contract shall be given in writing and if sent by Registered post to the last known place of abode or business of the CONTRACTOR shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him.

17.1.2 The CONTRACTOR or his Agent shall be in attendance at the site(s) during all working hours and shall superintend the execution of the works which such additional assistance in each trade as the may consider necessary, Orders given to the CONTRACTOR's Agent shall be considered to have the same force as if they had been given to the CONTRACTOR himself.

17.1.3 The OWNER shall communicate or confirm the instructions to the CONTRACTOR in respect of the execution of work in a Work Site Order book maintained in the office of the OWNER and the CONTRACTOR or his authorized representative shall confirm receipt of such instructions by signing the relevant entries in this Book. If required by the CONTRACTOR he shall be furnished a certified true copy of such instruction(s).

17.2 Notice by and on behalf of the Contractor: Any notice to be given by the contractor to the OWNER under the terms and conditions of the contract shall be considered as duly served, if the same is delivered to, left for or posted by Registered Post to the OWNER's last known address.

18.0 GOVERNING LAWS / STATUTORY OBLIGATIONS

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

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

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

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

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

18.1 CONTRACT COORDINATION PROCEDURES, COORDINATION MEETINGS & PROGRESS REPORTING

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

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

During the execution of the work, Contractor shall submit at his own cost a detailed monthly progress report to the OWNER in three copies and shall also submit one copy to Engineering Division of OWNER of HO by 15th of every month so that the progress report can reach Engineering Division of OWNER latest by 20th of every month.

19.0 Discoveries

19.1 ~~Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Owner. The Contractor is to notify Engineer or his nominee of such discoveries and carry out the engineer or his nominee's instructions for dealing with them.~~

20.0 Possession of the Site.

20.1 The Employer shall give possession of all parts of the Site to the Contractor, free from encumbrances. Fronts and site shall be given progressively to meet the mutually agreed construction schedule.

21.0 Access to the site

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

22.0 Identify Defects

The Engineer or his nominee shall check the Contractor's work and notify the Contractor of any defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer or his nominee may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer or his nominee considers may have a Defect.

23.0 Tests

If the Engineer or his nominee instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does the Contractor shall pay for the test and any samples. In case there is no defect the expenditure on the test shall be borne by NMDC.

APPENDIX TO GCC

(As referred before in the General Conditions of the Contract)

~~GCC~~

~~Condition~~

~~No.~~

~~1.3(g) Market Rate percentage addition : (+) 15 %
to cover over heads and profit~~

~~8.2 Distribution return of number and description : Fortnightly.
by trades of workmen employed on
works to be submitted to the OWNER~~

~~11.1 Defect Liability period: 1 (one) month from certified date of completion of works.~~

~~12.3 Schedule of rates applicable: Delhi Schedule of Rates (DSR) 2018~~

~~Note: Contract price will be taken as the value of the work as awarded.~~

ANNEXURE-I

FORM OF CONTRACT AGREEMENT

(Ref. ITT Cl.-'Contract Agreement' and GCC Cl.-'Manner of Execution of Contract')

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

(Subject to modifications as required by the OWNER)

Contract Agreement No. _____ dated.....

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

AND

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

WHEREAS, the OWNER invited tender for the work of "....." vide Tender Enquiry No. dated _____

AND

WHEREAS, the CONTRACTOR submitted tender to the OWNER for execution of the work of "....." in accordance with the tender documents

AND

WHEREAS, the OWNER has accepted the tender submitted by the CONTRACTOR for the work of ".....".

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

- d. General Technical Conditions
- e. Special Conditions of Contract
- f. Technical Specifications, Scope of Work & BOQ
- g. Price Schedule (including 'Preamble', Summary of Prices - 'Form-----' and Tables-----),
- h. Tender drawings j) Time Schedule
- i. All correspondence after issue of tender enquiry till issue of Letter of Award of Contract and acceptance of Letter of Award of Contract.

3. In consideration of the payments to be made by the OWNER to the CONTRACTOR as herein after mentioned, the CONTRACTOR hereby covenants with the OWNER to guarantee "....." in conformity in all respects with the provisions of the contract.

4. The OWNER hereby covenants to pay the contractor in consideration of ".....", the contract price at the times and in the manner prescribed by the contract.

Signed, sealed and delivered byin the presence of

Dated Signature of Contractor

For and on behalf of **NMDC Limited**

in the capacity of _____
behalf of M/s _____
Address:

Dated Signature of OWNER, on
Designation

Witness:

1) Signature:
Name:
Address

Witness:

2). Signature:
Name:
Address

3) Signature:
Name:
Address

4). Signature:
Name:
Address

ANNEXURE- II**FORMAT OF BANK GUARANTEE FOR CONTRACT PERFORMANCE**

(on non – judicial stamp paper of value not less than Rs 100/-)
Subject to Modifications by the Owner /Employer)

FORMAT 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. Limited, Donimalai Sandur (Tq) Bellary (Dist) PIN-583118 Karnataka.	

Dear Sirs,

In consideration of the NMDC Limited, (herein after referred to as the 'Owner/Employer' which expression shall unless repugnant to the Context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. _____ with its Registered / Head office at _____ (*hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns*), a contract by issue of Owner / Employer's Letter of Award of Contract no. dated.....for the work of "..... valued at Rs. _____ (*Rupees _____ only*) and the same having been unequivocally accepted by the Contractor resulting in a "Contract" and Contractor having agreed to provide a contract performance guarantee for the faithful performance of the entire contract equivalent to 10 % (*ten percent*) of the said value of the contract to the owner i.e Rs(*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 Owner/ Employer, on demand any and all monies payable by the Contractor to the extent of _____ as aforesaid at any time up to _____ (*days / month / year*) without any demur, reservation, recourse or protest and / or without any reference to the Contractor. Any such demand made by the owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner / Employer and Contractor or any dispute pending before any court, tribunal or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner / Employer and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner / Employer discharges this guarantee. The Owner / Employer shall have the fullest liberty without affecting in any way the liability of the

Bank under this guarantee from time to time to extend the time for performance of the contract by the Contractor. The Owner / Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers, vested in them or of any right which they might have against the Contractor, and to exercise the same any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the contract between the Owner or any other course of or remedy or security available to the Owner / Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Owner / Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of the Owner / Employer or any other indulgence shown by the Owner / Employer or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Owner / Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the owner may have in relation the Contractor's liabilities.

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

Dated this _____ day of _____ 200 _____ at _____.

WITNESS

Signature

(Name)

Official address

Signature -----
(Bank's Rubber Stamp)
(Name) -----

Designation with Bank stamp

Attorney as per Power of Attorney

No. -----
Dated -----

NOTE :

- * This sum shall be ten percent (10%) of the contract fee
- ** The date will be as specified in the contract.

Annexure - III

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

Ref. No. _____

Date: _____

To
 NMDC. Limited,
 Donimalai
 Sandur (Tq)
 Bellary (Dist)
 PIN-583118
 Karnataka.

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.

Form of Final Acceptance Certificate

Ref No. : _____
Date : _____

To :
.....
.....
.....
[Name and address of Contractor]

Contract Agreement No: _____

[Name of the Facilities]

Dear Sirs,

Pursuant to **Clause 28** (*Final Acceptance of the Facilities*) of the General Conditions of the Contract entered into between yourselves and the Employer dated _____ ***[date]***, relating to the _____ ***[brief description of the facilities]***, we hereby notify you that the following part(s) of the Facilities was (were) completed satisfactorily including completion of Defects Liability Period of twelve months after commissioning, on the date specified below, and that, in accordance with the terms of the Contract.

1. Description of the Facilities or part thereof: _____ ***[description]***
2. Date of Completion: _____ ***[date]***

Yours faithfully,

Title
(Project Manager)

Format of Letter of Award of Contract

Format of Letter of Award of Contract (LAC) where Letter of Intent (LOI) is issued:

Standard Format of Letter of Award of Contract

...../2020/

.....2020

Letter of Award of Contract

Address

.....
.....
.....

Sub: Name of the work

Ref: (1)

(2)

.
. .
.

Sir,

With reference to the Tender at reference under (.....) above, your techno-commercial offer at reference above, price bid vide reference under Sl.No, NMDC's Letter of Intent referred at sl no above, acceptance of Letter of Intent by (Name of firm) vide letter referred at sl. no. () above and all other correspondence exchanged between NMDC LIMITED &, NMDC LIMITED (*hereinafter referred to as the CORPORATION/ Owner/Employer*) is pleased to accept M/s..... (*hereinafter referred to Contractor*)'s offer and awards the work of” at a total contract price of **Rs.....**which is inclusive of all Goods & Service tax etc, subject to the following terms and conditions.

- a) Scope of Work b)
Contract Price:
- c) Goods & service Taxes:
- d) Time of Completion
- e) Contract Performance Guarantee.(In case of Civil works Security deposit/ Initial security Deposit)
- f) PAYMENT SCHEDULE which shall include clause on Interest Bearing/ Interest free advance, if any
- g) Effective Date and Jurisdiction of Contract:

- h) Manner of Execution of Contract
- i) Liquidated Damages for Delay in Completion
- j) liquidated damages for shortfall in Performance & liquidated damages for Non Availability of the system
(*In case of Civil works liquidated damages for Delay in Completion if applicable*)
- k) Guarantee (*In case of Civil works clause on Defect Liability*)
- l) Settlement of Disputes m)
Arbitration:
- n) Executing Authority o)
Paying Authority
- p) You shall comply with the provisions of any statute, ordinance or law made under any Act of parliament, state laws or any regulation or bye-laws of any local authority relating to the works and keep the CORPORATION / Owner / Employer indemnified against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule, regulations, bye-laws etc.
- q) You shall obtain all statutory licenses from the appropriate authorities (including labour license from the Assistant Labour Commissioner for engaging labour on the work) before commencement of the work.
- r) All other terms and conditions shall be as per Tender document read with clarifications / discussions / correspondences under reference. However if it is found later that any of the terms and conditions mentioned in this Letter of Award of Contract are not in line with the terms and conditions mentioned in relevant tender document read along with the correspondence under reference, the latter would prevail over the Letter of Award of Contract.
- s) This 'Letter of Award of Contract' is being issued to you in duplicate and you are requested to return the duplicate copy duly stamped and signed on all pages as a token of your unconditional acceptance of this 'Letter of Award of Contract' within a week.

Thanking You

Encl: Bill of Quantities

Copy to:

- a) As per requirement
- b) Copy to CVO for kind information

Note: This is a sample Draft LAC (where LOI is issued) and the same can be modified as per the discussions/ modifications during the techno commercial discussions. The above format of LAC is indicative and any other clause as deemed necessary can be added as per the requirement.

Format of Letter of Award of Contract (LAC) where Letter of Intent (LOI) is not issued:

Standard Format of Letter of Award of Contract

...../2020/

.....2020

Letter of Award of Contract (*LOI not issued*)

Address

.....
.....
.....

Sub: Name of the work

Ref: (1)

(2)

.
. .
.

Sir,

With reference to the Tender at reference under (.....) above, your techno-commercial offer at reference above, price bid vide reference under Sl.No, and all other correspondences exchanged between NMDC LIMITED &, NMDC LIMITED (*hereinafter referred to as the CORPORATION / Owner / Employer*) is pleased to accept M/s..... (*hereinafter referred to Contractor*)'s offer and awards the work of " at a total contract price of **Rs.....** which is inclusive of all Goods & Service tax etc, subject to the following terms and conditions.

- a) Scope of Work
- b) Contract Price:
- c) Goods & Service Taxes:
- d) Time of Completion
- e) Contract Performance Guarantee. (*In case of Civil works Security deposit/ Initial security Deposit*)
- f) PAYMENT SCHEDULE which shall include clause on Interest Bearing / Interest free advance, if any
- g) Effective Date and Jurisdiction of Contract:
- h) Manner of Execution of Contract
- i) Liquidated Damages for Delay in Completion
- j) liquidated damages for shortfall in Performance & liquidated damages for Non Availability of the system (In case of Civil works liquidated damages for Delay in Completion if applicable)
- k) Guarantee (*In case of Civil works clause on Defect Liability*)
- l) Settlement of Disputes m)
- Arbitration:

n) Executing Authority o)
Paying Authority

p) You shall comply with the provisions of any statute, ordinance or law made under any Act of parliament, state laws or any regulation or bye-laws of any local authority relating to the works and keep the CORPORATION / Owner / Employer indemnified against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule, regulations, bye-laws etc.

q) You shall obtain all statutory licenses from the appropriate authorities (including labour license from the Assistant Labour Commissioner for engaging labour on the work) before commencement of the work.

r) All other terms and conditions shall be as per Tender document read with clarifications/ discussions / correspondences under reference. However if it is found later that any of the terms and conditions mentioned in this Letter of Award of Contract are not in line with the terms and conditions mentioned in relevant tender document read along with the correspondence under reference, the latter would prevail over the Letter of Award of Contract.

s) This 'Letter of Award of Contract' is being issued to you in duplicate and you are requested to return the duplicate copy duly stamped and signed on all pages as a token of your unconditional acceptance of this 'Letter of Award of Contract' within a week.

Thanking You

Encl: Bill of Quantities

Copy to:

- 1) As per requirement
- 2) Copy to CVO for kind information

Yours Faithfully

GM (.....)

MODEL RULES FOR LABOUR WELFARE

(See clause 8.5 of GCC)

1. **Definition**
 - a) “Workplace” means a place at which on an average, twenty or more workers are employed.
 - b) “Large Workplace” means a place at which on an average 500 or more workers are employed.
2. **First Aid**
 - 2.1 At every workplace, there shall be maintained in a readily accessible place first aid appliances including adequate supply of sterilized dressings and sterilized cotton wool as prescribed in the Factory Rules of the State/Government of India. The appliances shall be kept in good order and in large work places; they shall be placed under the charge of a responsible person who shall be readily available during working hours.
 - 2.2 At large work places where hospital facilities are not available within easy distance of the works, First Aid posts shall be established and to run by a trained compounder.
 - 2.3 As large workplaces are remotely situated and far away from regular hospitals, an indoor ward shall be provided with one bed for every 250 employees.
 - 2.4 Where large workplaces are situated in cities, towns or in their suburbs and no beds are considered necessary owing to proximity of city or town hospitals suitable transport shall be provided to facilitate removal of urgent cases of these hospitals. At other workplaces, some conveyance facilities shall be kept readily available to take injured person or persons suddenly taken seriously ill, to the nearest hospital.
 - 2.5 At large workplaces there shall be provided and maintained an ambulance room of the prescribed sizes, containing the prescribed equipment and in the charge of such medical and nursing staff as may be prescribed. For this purpose the relevant provisions of the Factory Rules of the State Government of the areas where the work is carried on may be taken as the prescribed standard.
3. **Accommodation for Labour:** The CONTRACTOR shall during the progress of the works provide, erect and maintain necessary temporary living accommodation and ancillary facilities for labour at his own expense and to standards and scales as approved by the Engineer-in-Charge.
4. **Drinking Water:** In every workplace, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.
 - 4.1 Where drinking water is obtained from an intermittent public water supply each work place shall be provided with storage where drinking water shall be stored.
 - 4.2 Every water supply storage shall be at a distance of not less than 15 meters from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and water proof.

- 4.3 A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or, inspection which shall be done at least once a month.
5. **Washing and Bathing Places:** Adequate washing and bathing places shall be provided separately for men and women. Such places shall be kept in clean and drain condition.
6. **Scale of Latrines and Urinals (for men and women):** There shall be provided within the precincts of every workplace latrines and urinals in an accessible place separately for each of these shall not be less than at the following scales:

	No. of seats
a) Where number of persons does not exceed 50	2
b) Where number of persons exceed 50 but does not exceed 100	3
c) For additional person per 100 or part thereof	3

In particular cases, the OWNER shall have power to increase the requirement where necessary.

7. **Latrines and Urinals:** Except in work workplaces provided with water flushed latrines connected with a water borne sewage system all latrines shall be provided with receptacles on dry earth system which shall be cleaned at least four times daily and at least twice during working hours and kept in a proper sanitary condition. Receptacles shall be tarred inside and outside at least once in a year.
- 7.1 If **women are employed**, separate latrine and urinals, screened from those from men and marked in the vernacular in conspicuous letters. "For women only" shall be provided on the scale laid down in rule. Those for men shall be similarly marked "For Men only" A poster showing the figure of a man and a woman shall also be exhibited at the entrance to latrines for each sex. There shall be adequate supply of water close to latrines and urinals.
8. **Construction of Latrines:** Inside walls shall be constructed of masonry or other non-absorbent material and shall be cement-washed inside and outside at least once in a year. The dates of cement washing shall be noted in a register maintained for the purpose and kept available for inspection. Latrines shall have at least thatched roof.
9. **Disposal of Excreta:** Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration of the workplaces shall be made by means of a suitable incinerator approved by the local medical, health and municipal or cantonment authorities. Alternatively excreta may be disposed off by putting a layer of night soils at the bottom of pucca tank prepared for the purpose and covering it with 15 cm layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn into manure).
- 9.1 The CONTRACTOR shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to affect proper disposal of soil and other conservancy work in respect of Contractor's work people or employees on the site. The CONTRACTOR shall be responsible for payment of any charges which may be levied by municipal or cantonment authority for execution of such work on his behalf.
10. **Provision of shelters during rest:** At every workplace there shall be provided free of cost four suitable sheds, two for meals and two others for rest separately for use of men and women labour. Height of each shelter shall not be less than 3 meters from floor level to lowest part of roof. Sheds shall be kept clean and the space provided shall be on the basis of the least 0.5 sq.mtr. per head.

- 11.0 **Creches:** At a place at which 20 or more women workers are ordinarily employed, there shall be provided at least one hut for use of children under the age of 6 years belonging to such women. Huts shall not be constructed to a standard lower than that of thatched roof mud floor and wall with wooden planks spread over mud floor and covered with matting.
- 11.1 Huts shall be provided with suitable and sufficient openings, for light and ventilation. There shall be adequate provision of sweepers to keep the places clean. There shall be two dais in attendance. Sanitary utensils shall be provided to the satisfaction of local medical, health and municipal or cantonment authorities. Use of huts shall be restricted to children, their attendants and mothers of children.
- 11.2 Where the number of women workers is more than 25 but less than 50 the CONTRACTOR shall provide at least one hut and one Dai to look after children of women workers.
- 11.3 Size of Creche (s) shall vary according to the number of women workers employed.
- 11.4 Creche/s shall be properly maintained and necessary equipment like toys etc. provided.
12. **Canteen:** A cooked food canteen on a moderate scale shall be provided for the benefit of workers where it is considered necessary.
13. **Structures:** Planning, setting and erection of the above mentioned structures shall be approved by the OWNER and the whole of such temporary accommodation shall at all times during the progress of the works be kept tidy and in a clean and sanitary condition to the satisfaction of the Engineer-in-Charge and at the CONTRACTOR's expense. The CONTRACTOR shall conform generally to sanitary requirements of local medical health and municipal or cantonment authorities and at all times adopt such precautions as may be necessary to prevent soil pollution of the site.
- 13.1 On completion of the works the site shall be cleaned of the whole of such temporary structures, all rubbish shall be cleaned and burnt, excrete or other disposal pit of trenches filled in and effectively sealed off and whole of site left clean and tidy to the entire satisfaction of the Engineer in Charge and at the CONTRACTOR's expenses.
14. **Anti malarial precautions:** The CONTRACTOR shall at his own expense, conform to all anti malarial instructions given to him by the Engineer in Charge, including filling up any barrow pits which may have been dug by him.
15. **Enforcement:** The Inspecting Officer mentioned in the CONTRACTOR's Labour Regulations or any other officer nominated on his behalf by the Engineer-in-charge shall report to Engineer-in-Charge all cases of failure on the part of the CONTRACTOR and or his sub-contractors to comply with the provisions of these Rules either wholly or in part and the Engineer-in-Charge shall impose such fines and other penalties as are prescribed in the conditions.
16. **Interpretations etc:** On any question as to the application, interpretation or effect of these Rules, the decision of the Chief Labour Commissioner or Deputy Chief Labour Commissioner (Central) shall be final and binding.
17. **Amendments:** The OWNER may from time to time add to or amend these Rules and issue such directions as it may consider necessary for the proper implementation of these Rules or for the purpose of removing any difficulty which may arise in the administration thereof.

CONTRACT LABOUR REGULATIONS

(See Clause 8.4 of GCC)

1. **Definition:** In these regulations, unless otherwise expressed or indicated, the following words and expression shall have the meaning hereby assigned to them:
 - a) **“Labour”** means workers employed by a contractor directly or indirectly through a sub-contractor, or by an agent on his behalf on payment as per statutory regulations.
 - b) **“Fair Wages”** means wages, which shall include wages for weekly day of rest and other allowances, whether for time or piece work, after taking into consideration prevailing market rates for similar employment in the neighborhood but shall not be less than the minimum rates of wages fixed under the payment of Minimum Wages Act.
 - e) **“Contractor”** for the purpose of these regulations shall include an agent or sub-contractor employing labour on the work taken on contract.
 - d) **“Inspecting Officer”** means any Labour Enforcement Officer, or Assistant Labour Commissioner of the Chief Labour Commissioner’s organization.
 - e) **“Form”** means a form appended to these Regulations.
2. **Notice of Commencement:** The Contractor shall, within SEVEN days of commencement of the work, furnish in writing to the Inspecting Officer of the area concerned the following information:
 - a) Name and situation of the work.
 - b) Contractor’s Name and Address.
 - c) Particulars of the Department for which the work is undertaken.
 - d) Name and address of sub-contractor(s) as and when they are appointed.
 - e) Commencement and probable duration of the work.
 - f) Number of workers employed and likely to be employed.
 - g) **“Fair wages”** for different categories of workers.
3.
 - i) Number of hours of work which shall constitute a normal working day. The number of hours which shall constitute a normal working day for an adult be NINE hours.

The working day of an adult worker shall be so arranged that inclusive of intervals, if any, for rest it shall not spread over more than twelve hours on any day. When an adult worker is made to work for more than NINE hours on any day or for more than FORTY EIGHT hours in any week he shall in respect of overtime work be paid wages at double the ordinary rate of wages.
 - ii) **Weekly day of rest:** Every worker shall be given a weekly day of rest which shall be fixed and notified at least TEN days in advance. A worker shall not be required or allowed to work on the weekly rest day

unless he has or will have a substituted rest day on one of the five days immediately before or after the rest day. Provided that no substitution shall be made which will result in the worker working or more than ten days consecutively without a rest day for a whole day.

- iii) Where in accordance with the foregoing provisions worker works on the rest day and has been given a substituted rest day he shall be paid wages for the work done on the weekly rest day at the overtime rate of wages.

NOTE: The expression "ordinary rate of wages" means the fair wage to which a worker is entitled to.

- 4. Display of notice regarding wages, Weekly day of rest etc.

The Contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the works, notice in English and in the local Indian Language, spoken by majority of workers, giving the rate of fair wages. The hours of work for which such wages are payable the weekly rest days workers are entitled to and name and address of the Inspecting Officer. The Contractor shall send a copy each of such notices to the Inspecting Officers.

- 5. Fixation of Wage Periods: The Contractor shall fix wage periods in respect of which wages to its employees/workmen shall be payable. No wage period shall normally exceed one week.

6. Payment of wages:

- i) Wages due to every worker shall be paid to him direct. All wages shall be paid in current coins or currency or in both.
- ii) Wages of every worker employed on the contract shall be paid where the wage period is one week, within THREE days from the end of the Wage period; and in any other case before the expiry of the 7th day or 10th day from the end of the wage period according as the number of workers does not exceed 1,000 or exceeds 1,000.
- iii) When employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before expiry of the day succeeding the one on which his employment is terminated.
- iv) Payment of wages shall be made at the work site in presence of owner's representative on a working day except when the work is completed before expiry of the wages period, in which case final payment shall be made at the work site within 48 hours of the last working day and during normal time.

~~NOTE:~~ The term "working day" means a day on which the work on which labour is employed, is in progress.

- 7. Register of workmen: A register of workmen shall be maintained in the form appended to these regulations and kept at the work site or as near to it as possible, and the relevant particulars of every workman shall be entered therein within THREE days of his employment.

- 8. Employment Card: The Contractor shall issue an employment card in the Form appended to these regulations to each worker on the day of work or entry into his employment. If a worker already has any such card with him issued by the previous employer, the Contractor shall merely endorse that Employment Card relevant entries. On termination of employment the Employment Card shall again be endorsed by the Contractor and returned to the worker.

-
9. Register of Wages etc.
- i) A Register of Wages-cum-Muster Roll in the Form appended to these regulations shall be maintained and kept at the work site or as near to it as possible.
- ii) A wage slip in the form appended to these regulations shall be issued to every worker employed by the Contractor at least a day prior to disbursement of wages.
10. Fines Deductions which may be made from wages
- i) Wages of a worker shall be paid to him without any deductions of any kind except the following:
- a) Fines;
- b) Deduction for absence from duty, i.e. from the place of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
- c) Deduction for damages to or losses of goods expressly entrusted to the employed person for custody, or for loss of money which he is required to account for, where such damage or loss is directly attributable to his neglect or default.
- d) Deductions for recovery of advances or for adjustment of overpayment of wages, advance granted shall be entered in the register; and
- e) Any other deduction which the Corporation may from time to time allow.
- ii) No fines shall be imposed on any worker save in respect of such acts and omissions on his part as have been approved by the Chief Labour Commissioner.
- iii) No fine shall be imposed on a worker and no deductions for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- iv) The total amount of fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of wages payable to him in respect of that wage period.
- v) No fine imposed on a worker shall be recovered from him in instalments, or after expiry of sixty days from the date on which it was imposed. Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.
- vi) The Contractor shall maintain both in English and local Indian language a list approved by the Chief Labour Commissioner; clearly stating the acts and omissions for which liquidated damages or fine may be imposed on a workman and display it in good condition in a conspicuous place on the work site.
- vii) The contractor shall maintain a register of fines and the register of deductions for damage or loss in the forms appended to these regulations which should be kept at the place of work.
11. Register of accidents: The contractor shall maintain a register of accidents and injuries in such form as may be convenient at the work place and the same shall include the following particulars.
- a) Full particulars of the labourers who met with accident.
- b) Rate of wages
- c) Sex
- d) Age
-

- e) Nature of accident and cause of accident
 - f) Time and date of accident
 - g) Date and time when admitted in hospital
 - h) Date of discharge from the hospital
 - i) Period of treatment and result of treatment
 - j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
 - k) Claim required to be paid under Workman's Compensation Act.
 - l) Date of payment of compensation.
 - m) Amount paid with details of the person to whom the same was paid.
 - n) Authority by whom the compensation was assessed.
 - o) Remarks.
12. Preservation of Register: The Register of Workmen and the Register of Wages-cum-Muster Roll required to be maintained under these regulations shall be preserved for 3 years after the date on which the last entry is made therein.
13. Enforcement: The Inspecting Officer shall either on his own motion or on a complaint received by him carry out investigations, and send a report to the OWNER specifying the amounts representing workers dues and amount of liquidated damages to be imposed on the contractor for breach of these regulations, that have to be recovered from the contractor, indicating full details of the recoveries proposed and the reasons thereof. It shall be obligatory on the part of the OWNER on receipt of such a report to deduct such amounts from payments due to the Contractor.
14. Disposal of amounts recovered from the Contractor: The Engineer-in-Charge shall arrange payment to workers concerned within FORTY FIVE days from receipt of a report from the Inspecting Officer except in cases where the contractor had made an appeal under Regulation 16 of these regulations. In case where there is an appeal, payment of workers dues would be arranged by the Engineer-in-Charge whenever such payments arise, within THIRTY days from the date of receipt of the decision of the Regional Labour Commissioner (R.L.C.)
15. Welfare Fund: All moneys that are recovered by the OWNER by way of workers dues which could not be disbursed to workers within the time limit prescribed above, due to reasons such as whereabouts of workers not being known, death of a worker etc. and also amounts recovered as liquidated damages shall be credited to a Fund to be kept under the custody of the Corporation for such benefit and welfare of workmen employed by Contractors.
16. Appeal against decision of Inspecting Officer: Any person aggrieved by a decision of the Inspecting Officer may appeal against such decision to the Regional Labour Commissioner concerned within THIRTY days from the date of the decision, forwarding simultaneously a copy of his appeal to the OWNER. The decision of the Regional Labour Commissioner shall be final and binding upon the Contractor and the workmen.
17. Representation of Parties:
- i) A workman shall be entitled to be represented in any investigation or enquiry under these Regulations by an Officer of a registered trade union of which he is a member or by an officer of a Federation of Trade Unions to which the said trade union is affiliated or where the workman is not a member of any registered trade union, by an officer of a registered trade union, connected with, or by any other workman employed in the industry in which the worker is employed.

ii) A contractor shall be entitled to be represented in any investigation or enquiry under these Regulations by an officer of an association of contractors of which he is a member or by an officer of a Federation of Association of Contractors to which the said association is affiliated or where the contractor is not a member of any association of contractors, by an officer of association of employers, connected with, or by any other employer engaged in the industry in which the contractor is engaged.

iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these Regulations.

18. Inspection of Books and other Documents: The Contractor shall allow inspection of the Registers and other documents prescribed under these Regulations by inspecting Officers and the OWNER or his authorised representative at any time and by the worker or his agent on receipt of due notice at a convenient time.
19. Interpretation etc: On any question as to the application, interpretation or effect of these Regulations, the decision of the Chief Labour Commissioner or Deputy Chief Labour Commissioner (Central) shall be final and binding.
20. Amendments: Central Government may, from time to time, add to or amend these Regulations and issue such directions as it may consider necessary for the proper implementation of these Regulations or for the purpose of removing any difficulty which may arise in the administration thereof.

NMDCs initiative towards improvement in the benefits to the Contract labour under the scheme named SRNPP has been implemented in the NMDC production projects of the company viz Kirandul Complex, Bacheli Complex, Donimalai and Panna Projects from 1/10/2010. Under this scheme an additional amount of Rs. 140/- per day over and above statutory minimum wages on actual attendance is payable as "Special Relief for NMDC Production Project (SRNPP)" to the Contract Labourers working in production projects of the company. The payment of fair wages shall be ensured strictly by the contractors to the contract Labourers without fail. The fair wages shall not be less than SRNPP plus the minimum wages prescribed by the Statutory Authority. Accordingly, Terms and Conditions regarding payment of SRNPP have been incorporated in the NIT. The Bidder must provide above said additional amount to be paid to all Contract Labour on actual attendance and record the same in attendance register along with maintaining the records of payment at the time of weekly payment. This shall be certified by the Site Engineer concerned.

The Bidder shall consider an amount of Rs 170/- per day over and above statutory minimum wages on actual attendance payable as "Special Relief for NMDC Production Project (SRNPP)" to the Contract Labourers towards SRNPP in the price bid .

REGISTER OF WORKMEN
(Regulation No.7)

- i) Name and address of the CONTRACTOR
- ii) Number and date of the Contract
- iii) Name and address of the Company awarding the Contract: NMDC Limited ., 10-3-311/A, Masab Tank, Hyderabad.
- iv) Nature of the Contract and location of the work.
- v) Duration of the Contract.

Sl No.	Name and surname of the workers	Age and Sex	Father's/ Husband's Name	Nature of employment Designation	Permanent/and Home address of employee (Vill.Dist.Thana)	Present address	Date of commencement of employ-ment	Date of termination or leav-ing of the employee	Sig. termi-nating	Remarks or thumb impression
1	2	3	4	5	6	7	8	9	10	11

EMPLOYMENT CARD
(Regulation No.8)

- i) Name and sex of the worker
- ii) Father/Husband's Name
- iii) Address
- iv) Age or Date of Birth
- v) Identification Marks
- vi) Particulars of next of kin (wife, husband and children if any, or of dependent next of kin in case the worker has no wife/husband or child)

Name

Full address of dependents
(Specify village, district and state)

Sl R no E M	Name and address Sign. of the employer at of the Contractor or sub contractor)	Particulars of location of work site and descrip- tion of work done to	Total period for which the worker employed from	Actual No. of days worked	Leave taken (No.of worker should be spe- cified	Nature of work done by the	Wage period with	Wage rate during the period shown under Co.5	Total wages earned by the worker	A R K S	Employ
1	2	3	4	5	6	7	8	9	10	11	1

N.B: For a worker employed at one time on piece work basis and at another on daily wages, relevant entries in respect of each type of employment should be made separately.

REGISTER OF FINES
(Regulation No. 10 (Vii))

Sl. No.	Name	Father's Husband's Name	Sex	Depart- ment	Nature & dt.of the offence for which fine imposed	Whether worker showed cause against or not if so enter dt.	Rate of wages	Dt. And amount of fine imposed	Date which fine realised	Remarks
1	2	3	4	5	6	7	8	9	10	11

REGISTER OF DEDUCTIONS FOR DAMAGES OR LOSS CAUSED TO THE OWNER BY THE NEGLIGENCE OR DEFAULT OF THE EMPLOYED PERSONS

(Regulation No. 10 (vii))

Sl. No.	Name	Father's Husband's Name	Sex	Depart ment	Damage or loss caused with date	Whether worker showed cause against deduction if so enter dt.	Date amount of deduc- tion imposed	Number of instal- ments if any realised	Date with total amount	Remarks
1	2	3	4	5	6	7	8	9	10	11

WAGE SLIP
(Regulation No.9)

i) Name of the CONTRACTOR

ii) Place

1. Name of the worker with father's/Husband's name

2. Nature of employment

3. Wage period

4. Rate of wages payable

5. Total attendance/Unit of work done

6. Date of which overtime worked

7. Overtime wages

8. Gross wages payable

9. Total deduction (including nature of deduction)

10. Net wages payable

CONTRACTOR'S signature
Thumb impression

Employee's signature
Thumb impression

TENDER PROPOSAL FORMS

**SECTION - TPF
TENDER PROPOSAL FORMS**

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SECTION –TPF

FORM 'A'

DETAILS OF TURNOVER

Details of Turn Over

Sl.No.	Period	Turnover
1.	2017-18	
2.	2018-19	
3.	2019-20	
4.	Average Annual turnover for the preceding three (3) completed financial years as on date of opening.	

- Note: (i) Use additional sheets of same format, if required,
(ii) Attach list of work (Schedule) separately in similar format.
(iii) Attach your printed literature as separate reference documents only.
(iv) Please attach documentary evidence in support of declared turnover like Annual report etc.

(Signature).....
Printed Name of Authorized person having Power of Attorney.....
Designation.....
Date & Place
Common seal of Firm

SECTION – TPF

FORM 'B'

Format of Letter of Undertaking:**PROFORMA OF LETTER OF UNDERTAKING (LOU)**

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

(To be executed on tenderer's letter head)

(ITT CLAUSE -

.....)

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

M/s NMDC Limited,
 Donimalai,
 Sandur (Taluk)
 Bellary (Dist)
 PIN-583118
 Karnataka
 INDIA

Dear Sirs,

1. I/We* have read and examined the following Tender / Bidding Documents relating to the work of " _____(Name of work)", as detailed in enclosed Tender documents (*Tender enquiry no-----*)

- a) Notice Inviting Bid / Tender (NIT)
- b) Instruction to Bidder / Tenderer (ITT)
- c) Form of Contract Agreement with Appendices
- d) Conditions of contract including General Conditions of Contract (GCC), Special Conditions of Contract (SCC), and any other conditions as per tender documents (to be indicated in the format in tender document)
- e) Technical Specifications and scope of work
- f) General Technical Specifications (GS)
- g) Safety Code for Contractors
- i) Tender drawings
- j) Any other documents (*specify*) including addenda, if any.

2. Having examined the bidding documents, including addenda, the receipt of which is hereby acknowledged, I/We*, the undersigned, offer the above-named Facilities / work in full conformity with the said bidding documents for the sum as mentioned in Price Bid or such other sums as may be determined in accordance with the terms and conditions of the Contract. I/We* hereby submit our Bid as per terms of NIT and other documents.

3. I/We* further undertake, if invited to do so by you, and at my/our own cost, to attend a clarification meeting at a place of your choice, for the purpose of reviewing my/our Bid and duly noting all amendments and additions thereto, and noting omissions there from that you may require.

4. I/We* undertake, if our bid is accepted, to commence execution of the work / work of the facilities and to achieve completion within the respective times stated in the bidding documents / quoted by us in my / our bid.
5. If my/our bid is accepted, we undertake to provide a Performance Bank Guarantee in the form, in the amount, and within the time specified in the bidding documents.
6. We undertake to keep my/our Bid valid initially upto(date/month/year) i.e., for a period of _____ (____) days from the due date of opening of Bid. We hereby further undertake that I/We* shall not vary/alter or revoke my/our Bid during the said period or extended period, if any
7. I/We* also submit herewith the prescribed EMD. NMDC shall have the right to forfeit the EMD, in addition to any other provision of ITT, if I/We do not comply with the undertaking given at 4, 5 & 6 above.**

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

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

Copy of confirmation / verification letter issued in this regard by NMDC as per the NIT.

8. Should this Bid be accepted, we also agree to abide by and fulfil all the terms, conditions and provisions of the above mentioned Bid documents.
9. I/We have
 a) Purchased the bid document from NMDC**
 b) Downloaded the bid document and subsequent clarifications / amendments /
 corrigendum's, if any from NMDC's website**
 c) Downloaded the bid document and subsequent clarifications / amendments /
 corrigendum's, if any from Central public procurement portal**

10. I/We* further undertake that I/We* have not altered / modified the contents of the Bid documents down loaded from website.

11. I/We* hereby confirm that before submission of this bid, I/We* have visited the site and fully acquainted with local conditions and factors for execution of the works covered under these Bid documents and technical specifications and that we shall have no claims against NMDC on these counts at any time".

12. Until a formal Contract is prepared and executed between us, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

13. I/We* understand that you are not bound to accept the lowest or any bid you may receive and in turn we will not have any rights to raise any claim, whatsoever it may be, due to or arising out of rejection of our bids.

14. I/We* shall abide by the provisions of the Integrity Pact in completeness.

15. I/We* confirm that we have submitted our bid as a sole bidder */ as a consortium of companies* and we comply with requirements of the bidding document and in particular the clause on joint bidding as applicable to us.

Signature along with Seal of Co.

.....

(Of the person duly authorised to sign the Bid)

Name -

Designation -

(In block letters)

Name of Company -

Date & Postal Address -.....

WITNESS

Signature -

Telegraphic Address-

Date -

Name & Address -

.....

Telephone No. -

Strikeout whichever is not applicable.

*- Strike out whichever is not applicable

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

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

SECTION – TPF

FORM 'C'

INFORMATION ABOUT THE TENDERER

Sl. No.	Information requested	Tenderer's reply [to be filled-in / replied appropriately by the tenderer along with supporting documents as applicable.]
1	Information regarding constitution / legal status of the tenderer:	
a	Name of the firm :	
b	Type of the firm (Limited/Partnership/Proprietorship etc.)	
c	Place of Incorporation / Registration :	
d	Year of Incorporation/ Registration :	
e	Whether supporting document(s) regarding (1) above are enclosed (Copies of Certificate of Incorporation / Articles of Association /Partnership Deed etc., as applicable to be enclosed.)	Yes / No <u>Following document(s) are enclosed:</u>
2	Power of Attorney of signatory of tender	Enclosed /Not enclosed
3	Information regarding tenderer's registration under MICRO/SMALL/MEDIUM ENTERPRISES ACT 2006 (MSMED Act'2006) [Please refer pertinent Clause of NIT of tender document for applicable provisions]	

a	Whether the tenderer holds a valid registration under MSMED Act'2006 whose scope of registration covers the 'Tendered Item' with reference to the scope of work defined in these tender documents	Yes / No
b	If answer to (a) above is YES, then whether a notarized copy of such registration certificate with MSMED is enclosed with Part-I of tender.	Yes /No
c	If answer to (a) and (b) above is YES, then whether exemption is being claimed from submission of EMD and Cost of tender document (<i>exemption from submission of EMD is not applicable to Central Government Departments / PSUs</i>).	Yes / No
6	Details of signatory to tender for correspondence / communication:	
	Name & Designation :	
	Telephone No :	
	Fax No :	
	E-mail ID :	
7	Account details of the tenderer for facilitating e-payment: (Details of Bank Account of tenderer indicating Name of the bank and branch, Branch Code, Account Number of the firm, RTGS/IRSC Code of the Bank etc. to be furnished for facilitating e-Payments)	
8	Permanent Account Number :	
	Whether Photocopy of Permanent Account Number (PAN) issued by Income tax department is enclosed	Yes/No
9	Central Sales Tax Registration No.:	
	Whether Copy of Central Sales Tax Registration Certificate is enclosed	Yes/No
10	Sales Tax Registration No./Taxpayer's Identification No. in the State of ----- (State where the work is executed)	
	Whether Copy of Telangana State Sales Tax Registration Certificate / TIN No. in Telangana is enclosed	Yes/No

11	Service Tax Registration No.:	
	Whether Copy of Service Tax Registration Certificate is enclosed	Yes/No
12	Goods & Service Tax Registration No:	
	Whether Photocopy of Goods & Service Tax Registration Number is enclosed	Yes/No

12. Bidder hereby declares that,

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

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

O
R
*

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

*(*Strike off whichever is not applicable)*

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

Signature of the tenderer with date and seal

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

SECTION – TPF

FORM 'D'

**FORMAT OF PROPOSED ORGANIZATIONAL SETUP AT PROJECT SITE / ORGANIZATION CHART
FOR THE ASSIGNMENT**

Sl. No	Designation/ Category	Number	Qualification	No of years of professional experience	Field of specializati on

Note: Bio-Data of the key persons to be posted at site to be furnished

Signature of the tenderer with date and seal.

SECTION – TPF

FORM 'E'

DETAILS OF EQUIPMENTS, TOOLS AND TACKLES ETC. THE TENDERER PROPOSES TO DEPLOY FOR THIS WORK)

(To be in separate sheets and included in Part II of the tender)

SIGNATURE OF TENDERER
WITH DATE AND COMPANY SEAL

SECTION – TPF

FORM 'F'

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

Details of work done by the Bidder as per Technical requirement given at PQ Criteria Clause of NIT / Bid Data Sheet

(Use separate sheet for each work)

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

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

Signature of the tenderer with date and seal

~~Details of work done by the Bidder's associate /Consortium member (if any) as per Technical requirement given at PQ Criteria Clause of NIT / Bid Data Sheet~~

~~(Use separate sheet for each work)~~

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

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

~~Signature of the tenderer with date and seal~~

SECTION – TPF

FORM 'F1'

FORMAT OF DETAILS OF SIMILAR WORK DONE OTHER THAN PRE-QUALIFICATION REQUIREMENTS]

The formats similar to the formats for seeking details on PQ requirement as indicated in the previous clause may be suitably adopted.

(Use separate sheet for each work)

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

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

Signature of the tenderer with date and seal

15.5.2. Details of work done by the Bidder's associate /Consortium member (if any) as per Technical requirement given at PQ Criteria Clause of NIT (clause no.....) / Bid Data Sheet
(Use separate sheet for each work)

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

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

Signature of the tenderer with date and seal

SECTION – TPF

FORM 'G'

FORMAT OF DETAILS OF WORKS IN HAND / CONCURRENT COMMITMENTS OF THE TENDERERDETAILS OF WORKS IN HAND AT PRESENT

SNO	Full address of the client	Value of contract	Date of commencement	Scheduled completion as per contract	Reasons for delay if any	Status as on date of submission of the tender

Note: The above shall be supported by the copies of the relevant certificates like copies of work orders, agreements, from the clients.

Signature of the tenderer with date and seal

SECTION –TPF

FORM 'H'

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

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

NAME OF WORK: -----

NAME OF TENDERER : -----

NOTES:

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

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

**Signature of the Tenderer
with date and stamp**

[* Details regarding point Nos (1) & (2) above should be highlighted while seeking approval of Competent Authority on the draft tender documents and accordingly incorporated in the tender documents]

Form I

FORMAT OF UNDERTAKING TOWARDS PF CODE:

Undertaking towards PF code

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

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

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

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

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

Signature of Tenderer with Seal.

Form – J

Format of letter of credit

Type of L/C	Irrevocable
Date & Place of L/C	
Name & Address of Applicant	NMDC Limited
Name & Address of the Beneficiary	
Currency & Amount of Credit (in Figures & Words)	
Variation in L/C amount or additional amount permitted	
Usance of the Drafts	
Credit available with / by	by Advising Bank / Payment
Drafts to be drawn on	_____ ____, India
Validity of Letter of Credit	
Partial Shipment :	
Transshipment :	
Shipment from :	----- Air / Sea Port
Shipment to :	----- Air / Sea port
Latest Shipment Date	
Description of Goods	
Documents Required	As per Separate Annexure enclosed.
Specify, if any charges are to beneficiary's account	All Charges outside India to beneficiary's account.
Documents to be presented	Within 7 days / 21 days in case of Air / Sea shipment as the case may be.
Confirmation Instructions	If beneficiary wishes to be confirmed, at their cost.
Credit to be advised to the beneficiary through (Bank)	Bank Name A/c No..... Swift Code.....

FORM-K

Format relating to seeking Solvency information of a bidder, as per requirements of a tender:

FORMAT OF SOLVENCY CERTIFICATE

(To be issued by Banker of the bidder)

To the best of our knowledge and information, M/s..... a customer of our bank, is a known company and may be regarded as good up to a sum of deposit of US \$ / INR etc. (*currency*) as on (*cut off date*)

OR

The Company has sanctioned credit limit of US \$ / INR etc. (*currency*) from our bank out of which unutilized balance as on cut off date is US \$ / INR etc. (*currency*).

This certificate is issued at the request of M/s

Yours faithfully

()

Name, authorized designation and seal

Name of the bank

Appendix –D:

SAFETY CODE:

SAFETY CODE FOR WORKS

1. SAFETY IN CONTRACT WORKS

- 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 organized by the employer of 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 work place/ site and other contractor's men/ machine/ materials/ system etc.
- 1.4 The Contractor shall deploy/designate Safety officer to ensure safety of the surroundings with regard to employer's work place/ site and other contractor's men/ machine/ materials/ system etc.

GENERAL TERMS AND 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 GATE PASS:

- 2.1 The Contract shall, in accordance with prescribed procedure, obtain gate passes (photo passes) from Owner 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. The Contractor shall make arrangement for instant photography for those contract workers who may be required to go work in emergency and do not have photo passes.

3.0 SAFETY INDUCTION:

- 3.1 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 as Safety/ Training department. The Contractor shall submit the list of persons with full details for the job safety induction to the Safety/ Training In-charge for arranging the same. The Contractor shall not engage untrained personnel for execution for executing any contract inside the works. Job safety induction is a compulsory thing for every job to start with.

- 3.2 If 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.
- 3.3 The Contractor shall motivate and encourage his employees/ workmen to make personnel contribution towards enhancing safety on the basis of their knowledge and experience.
- 3.4 Contractors shall follow all special safety precautions issued by the executing authority or his site engineer from time to time.

4.0 LEGAL AND PENAL:

- 4.1 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.
- 4.2 The Contractor shall be liable for prosecution and penalty in accordance with as prescribed under the law of land, terms and 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.
- 4.3 The Contractor shall keep the company indemnified against all losses/claims due to accidents/injuries/damages caused at the contractor's work 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.
- 4.4 The Engineer or Head Of The Safety Department or their authorized 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 Engineer/Safety Department.
- 4.5 If a Driver or any staff of the Contractor is caught in theft case or in any unauthorized movement of material or in the activity which is punishable under the law or not authorized 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/unauthorized acts besides the action to terminate the contract by the plant.
- 4.6 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. 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.

4.7 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.

5.0 **PPE & SAFETY APPLIANCES:**

5.1 The Contractor shall provide all the PPE (Personal Protective Equipment like Helmet, Safety shoes, Safety belt, Hand gloves, Face mask, Sanitizer etc) 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.

5.2 The PPE and safety appliances provided by the Contractor shall be of the standard as prescribed by DGMS Bureau of Indian Standards (BIS). If materials conforming DGMS/BIS standards are not available, PPE and safety appliances shall be procured by the Contractor as approved by the Employer.

5.3 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.

6.0 **SKILL AND COMPETENCE OF WORKMEN**

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

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

7.0 **PHYSICAL FITNESS OF WORKMEN:**

7.1 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.

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

8.0 **DEALING WITH ACCIDENT:**

8.1 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.

8.2 The Contractor's supervisor/officer in charge shall arrange to take the injured person to Hospital with information to Engineer in charge/Shift in charge.

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

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

9.0 **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.

10. **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 by Karnataka State Government.

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 (maybe 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.

D.2 SAFETY CODE FOR WORKS

1. Suitable scaffolds shall be provided for workmen for all work that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and hand-holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to (1/4 horizontal and 1 vertical).
2. Scaffolding or staging more than 3.25 meters above the ground or floor, swing or suspended from an overhead support or erected with stationery support, shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 meter high above the floor or platform o such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platform, gangways and stairways shall be so constructed that they do not sag unduly or unequally, and if a height of a platform or gangway or stairway is more than 3.25 meters above ground level or floor level, it shall be closely boarded, have adequate width and be suitably fenced as described in 2 above.
4. Every opening in floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of 1 meter.
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 meters in length. Width between wide rails in a run ladder shall in no case be less than 30 cm for ladders upto and including 3 meters in lengths. For longer this width shall be increased at least 6 mm for each additional 30 cm of length. Uniform step spacing shall not exceed 30 cm.
 - 5.1.1 Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the Sites shall be so stacked or placed as to cause danger or inconvenience to any person or public. The Contractor shall provide all necessary fencing and lights to protect public from accidents and shall be bound to bear expenses of defense of every suit action or other proceedings at law that neglect of the above precautions and to pay any damages and costs which may with the consent of the Contractor to be paid to compromise any claim by any such person.
 - 5.1.2 All safety measures such as provision of safety helmets, belts, shoes to the workmen and supervisory staff employed by the contractor shall be statutory which shall be provided by the contractor to his workmen and labour at his cost.
6. Excavation and Trenching: All trenches, 1.5 meter or more in depth, shall at all times, be supplied with at least one ladder for each 20 meters in length or fraction thereof. Ladder shall be extended from bottom of trench to at least meter above surface of the ground. Sides of trench which is 1.5 meters or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. Excavated material shall not be placed within 1.5 meters of edge of trench or half of depth of trench, whichever is more. Cutting shall be done from top to bottom. Under no circumstances shall undermining or undercutting be done.
7. Demolition: Before any demolition work is commenced and also during the process of the work:

- a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by operator shall remain electrically charged.
 - c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion, or flooding. No floor, roof, or other part of a building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge shall be available for use of persons employed on the site and mentioned in a condition suitable for immediate use; and the contractor shall take adequate steps to ensure proper use of equipment by those concerned.
- a) Workers employed on mixing asphaltic materials cement and lime mortars/ concrete shall be provided with protective footwear and protective goggles.
 - b) Those engaged in handling any material, which is injurious to eyes, shall be provided with protective goggles.
 - c) Those engaged in welding works shall be provided with welder's protective eye-shields, gloves and footwears.
 - d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - e) When workers are employed in sewers and manholes, which are in use the contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.
 - f) The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 years are employed on the work of lead painting, the following precautions shall be taken:
 - i) No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.
 - ii) Suitable facemasks shall be supplied for use by workers when paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
 - iii) Overalls shall be supplied by the contractor to workmen and adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
9. When work is done near any place where there is risk of drowning, all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
10. Use of hoisting machines and tackles including their attachments, anchorage and supports shall conform to the following:
- i) These shall be of good mechanical construction, sound material and adequate strength and free

from patent defects and shall be kept in good working order and properly maintained.

ii) Every rope used in hoisting or lowering of materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.

11. Every crane driver or hoisting appliance operator shall be properly qualified and no person under age of 21 years shall be in charge of any hoisting machine including any scaffold or give signal to operator.

12. In case of every hoisting machine and of every chain link hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked.

13.A First – Aid box shall be kept by the contractor at the site office to meet any emergency that may arise.

14. All safety appliances (personnel protection equipment) like safety belt, helmets, safety shoes, hand gloves, ear plugs, safety goggles etc. have to be provided by the contractor to all his workers and supervisors. None of the workmen without safety appliances shall be allowed to work at site.

- a. The Contractor should obtain *“Group Insurance Policy to cover the risk of the labourers under Employees Compensation Act.”* And should be produced before the start of work. This is mandatory for those Contractors who do not have ESI code numbers of their own.
- b. NMDC, Donimalai which is covered under Mines Act and hence Contractor shall abide by the Mines Act, Rules, Regulations, Byelaws and Orders made there under.
- c. No employees shall be employed without Initial Training on Safety as per vocational training rules.
- d. Contractor must immediately after deploying the Contract employees, get their initial medical examination done at NMDC hospital at Donimalai and submit the report. The expenditure towards initial
 - i. medical examination of contract employees shall be borne by NMDC Limited.
- e) The Contractor shall ensure that his contract employees work safely and in accordance with all the provisions of Mines Act, Rules, Regulations, Byelaws and orders made there under. Contractor may engage a supervisor for the same at his own cost.
- f) All electrical accidents shall be reported to concerned authorities as prescribed in Electrical Act 2003, Intimation of Accidents rules, 2004 in prescribed for ‘A’.
- g) CONTRACTOR shall be solely responsible in this aspect. The CONTRACTOR shall keep NMDC LTD. completely absolved of all liabilities in this respect.
- h) Contractor shall be responsible for all the safety measures as per the rules in the interest of safety of all the employees working under him. He shall ensure that all the necessary safety appliances are issued to the workers engaged by him. In the event of non- issue of safety appliances by the Contractor NMDC reserves the right to issue the necessary appliances to his workers on cost recoverable basis.

SPECIAL CONDITIONS OF CONTRACT
(SCC)

SECTION – SCC

SPECIAL CONDITIONS OF CONTRACT

1.0 **PREAMBLE:**

1.1 Several documents forming the contract shall be taken as mutually complementary and shall be read in conjunction with each other.

1.2 In case of conflict in meanings between various documents, the following order of preference shall be observed:

- a) Description in the Bill of Quantities.
- b) Drawings
- c) Specifications
- d) Special Conditions of Contract and
- e) General Conditions of Contract.

In the case of any discrepancy between various drawings, construction drawings shall prevail over Tender drawings, detailed drawings shall be followed in preference to small scale drawings and figured dimensions shall prevail over scaled dimensions.

1.3 In case of any conflict of meaning either in the same documents or between other documents (other than the above stipulations) the decision of the OWNER shall be final binding and conclusive.

2.0 The **tenderer** shall, however, acquaint himself with the site, availability of local facilities, means of transport, etc., and his quoted rates shall be deemed to have included all such expenses which may arise in this regard.

3.0 **STANDARDS AND SPECIFICATIONS:**

3.1 ~~The quality and properties of various materials, workmanship, method of field and laboratory testing, the method of measurement of different items of work etc., shall conform to the works specifications and drawings issued from time to time. In case any item is not covered by the specifications and drawings so issued, it shall conform to the relevant CPWD specifications (latest revisions). If the specification of a particular item of work is not available in the CPWD specification, the work shall be executed in accordance with the relevant Indian Standard specifications and/or the standards laid down by the Indian Road Congress the best prevailing OWNER practices or as prescribed by local Public Works Department. The decision of the OWNER in this regard shall be final and binding on the CONTRACTOR.~~

~~Unless specifically mentioned otherwise, all applicable codes and standards published by the Bureau of Indian Standards (BIS) and all other such documents as may be published by BIS from time to time, including their latest amendments, shall govern the design. the quality of properties of the materials, the method of field and laboratory, testing and the method of measurement for different items of work etc.~~

3.2 The OWNER can waive and/or relax any of the clause of the technical specifications and/or other contract DOCUMENTS. The unit rates quoted shall be suitably modified by the OWNER

based on the actual financial implications due to such waiver and/or relaxations, and his decision in this regard shall be final, binding and conclusive.

- 4.2 The adherence to the specifications and drawings given for execution and acceptance of construction and erection work are obligatory on the part of the **CONTRACTOR** for the construction works of the various units in the work. If, in the course of construction work, some additional problems arise, which are not covered by the given specifications and drawings, the **CONTRACTOR** will be given proper instructions in writing by the **OWNER**. Such instructions shall be binding and shall be observed in full by the **CONTRACTOR** regarding specifications, drawings, method of execution, method of testing and other measures necessary for completing the work within the agreed time schedules. No extra amount will be payable unless approved by the **OWNER**. The decision of the ENGINEER/ CONSULTANT in this regard shall be final, binding and conclusive.
- 4.3 Construction materials brought by the **CONTRACTOR** may be inspected by the **OWNER** from time to time at the source of supplies, manufacturing and workshops or at site. The **CONTRACTOR** shall provide all the facilities for such inspection at his own cost. Notwithstanding any inspection at the source, the **OWNER** shall have full liberty to reject any material brought to site that does not conform to the specifications without being liable for compensation.
- 4.4 Materials which can be tested in **OWNER'S** field/project laboratory will be tested free of cost. Materials, which cannot be tested in the **OWNER'S** laboratory, shall be got tested by the **CONTRACTOR** at other Government approved laboratories at his own cost and test certificate shall be produced for the approval of the **OWNER**. The **OWNER**, however, reserves the right to direct the **CONTRACTOR** for testing of any material brought to site, from any of the Government approved laboratories, even if the facilities for such testing exist at **OWNER'S** laboratories, for which no extra amount will be paid to the contractor.
- 4.5 All rejected materials shall be removed from the site forth with by the **CONTRACTOR** at his own cost.
- 5.0 **DRAWINGS AND DOCUMENTS:**
- 5.1 For carrying out the work, the **CONTRACTOR** will be provided with three sets of working drawings, additional copies, if required by the **CONTRACTOR** will be furnished to him at charges fixed by the **OWNER**, subject to availability. Work shall be carried out strictly as per the approved drawings. The **OWNER**, however, reserves the right to alter or modify the drawings issued. No claim will be entertained on account of such modifications or alterations made in the drawings. However, all elements of work, as actually executed as per the drawings issued and/or the instructions of the **OWNER**, will be paid. The decision of the **OWNER** in all such matters shall be final, binding and conclusive.
- 5.2 On completion of the work, the **CONTRACTOR** shall incorporate all additions and alterations, made during the process of execution, in a set of the drawings and shall submit the same to the **OWNER**. Necessary numbers of drawings required for this purpose shall be issued by the **OWNER** free of cost.

6.0 **SCOPE OF SUPPLY BY THE CONTRACTOR:**

6.1 The contractor shall, at his own expense, supply and provide all the construction plant, materials both for temporary and permanent works, labour (including supervision thereof), transport to or from the site and in and about the works and other things of every kind required for the constructions, completion and maintenance of the works.

6.2 All materials, construction plant and equipment, etc., once brought by the contractor within the plant area/construction site, shall not be demolished without the written permission from the OWNER.

~~6.3 In case of following Free issue of materials : In case NMDC issue any materials at free of cost, the following guide lines shall be applicable:~~

~~The issue of cement and steel and allowing the wastage provisions as per ceilings presently in vogue in the corporation shall be regulated and as follows:~~

~~(a) Cement: 2% of the cumulative sum of the estimated quantity of cement to be used in various items of work.~~

~~(b) Reinforced Steel: 5% (1% unaccountable and 4% as scrap accountable) of estimated quantity based on bar bending schedules.~~

~~(c) Structural Steel: 6% (1% due to invisible / irretrievable wastage towards gas cutting, etc. i.e. unaccountable and 5% due to cut pieces as scrap , as accountable)~~

~~These losses shall be allowed as per contract up to this ceiling beyond which penal recoveries shall be levied.~~

7.0

I. **EVALUATION CRITERIA:**

The methodology for arriving the lowest bidder is defined at Annexure 1 (Bid Evaluation Criteria i.e. BEC) of Volume II Technical Specifications and Scope of Work.

II. **CONTRACT PERFORMANCE BANK GUARANTEE:**

Refer clause no 21.0 of Instructions to Tender

III. **LIQUIDATED DAMAGES FOR DELAY IN COMPLETION:**

9.0 **Liquidated Damages (LD) for Delay in Completion & Liquidated Damages for Non-Fulfilment of Guarantee Values:-**

9.1 **Liquidate damages for delay in completion:**

9.1.1 Time is an important factor of the contract. It shall be the responsibility of the Contractor to complete the work within the stipulated period of completion.

9.1.2 In case of delay in completion of the contract, liquidated damages may be levied at the **rate of half (½%)** of the contract price per week of delay, subject to a maximum of 10% of the contract price.

Liquidated damages levied and recovered for the contractor is liable to GST at the applicable rate. Contractor shall pay GST in addition to the LD charged.

- 9.1.3 (i) The OWNER, if satisfied, that the works can be completed by the CONTRACTOR within a reasonable time after the specified time for completion, may allow further extension of time at its discretion with or without levy of Liquidated Damages. In the event of extension granted being with Liquidated Damages, the OWNER will be entitled without prejudice to any other right of remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent (½%) of the contract value of the works for each week or part of the week subject to the ceiling defined in sub-clause 9.1.2.
- 9.1.3 (ii) The OWNER, if satisfied that the works cannot be completed by the CONTRACTOR within the contract period/extended period of contract or in the event of failure on the part of the CONTRACTOR to complete the work within the contract period/extended period of contract, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to terminate the contract.
- 9.1.3 (iii) The OWNER if not satisfied with the progress of the contract and/or in the event of failure of the CONTRACTOR to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- 9.1.3 (iv) In the event of such termination of the contract as described in clauses 9.1.3 (ii) or 9.1.3 (iii) or both, the OWNER shall be entitled to recover Liquidated Damages up to **Ten Percent (10%)** of the contract value and get the work completed by other agency(ies)/means at the risk and cost of the CONTRACTOR. The Security Deposit (Contract Performance Guarantee amount) will then be forfeited and adjusted against such claims/dues from the contractor.
- 9.1.3 (v) In case the CONTRACTOR fails to complete the work successfully within the period of completion for reasons attributed to the contractor, he shall be liable to pay to the OWNER, as liquidated damages and not as a penalty, a sum at the rate **½% (half percent)** of the total contract value of the work (as awarded) for every week or part thereof which shall be elapsed between the schedule time of completion of work and the actual date of completion of work.
- 9.1.3 (vi) PROVIDED always that the total amount of such liquidated damages for delay to be paid under this condition shall not exceed **10% (Ten Percent)** of the total contract value, as awarded.
- 9.1.3 (vii) **Liquidated damages levied and recovered from the contractor is liable to GST at the applicable rate which will also be recovered in addition to the LD.**
- 9.2 **Liquidated Damages for Non-Fulfilment of Guarantee Values:**
- 9.2.1 In case of non-fulfilment of performance values, Liquidated Damages to be levied for the underperformance shall be as follows:
- i. At the time of the Operational Acceptance Test, any shortfall in the Performance Ratio (PR) is determined through the Test Procedure in the **Annexure-2 (Technical Specifications and Scope of Work-Vol-II of tender document)**. For any shortfall in PR below 0.78 by the bidder, LD of 1% of the EPC Contract Value (including taxes and duties) shall be levied.
- ii. In case the PR tested as mentioned above remain below than 0.78, the Contractor shall make all necessary corrections in minimum possible time again commence the above test, within 7 days, so as to demonstrate the PR equal to or more than 0.78. each time, the LD at the rate specified above in clause (i) shall be levied the Contractor subject to a maximum of 10% (ten Percent) of the total EPC Contract Price, beyond which the system shall be rejected. The LD shall be deducted from the Bank Guarantee and pending payments.
- iii. **LIQUIDATED damages levied and recovered from the contractor is liable to GST at the applicable rate which will also be recovered in addition to the LD.**
- 9.3 **Liquidated Damages for delay in completion and Liquidated Damages for non-fulfilment of Guarantee values [for EPC Contract (turnkey work)].**

- Liquidated Damages for delay in completion and Liquidated Damages for non fulfilment of Guarantee values as mentioned in Clause 9.1 and 9.2 are independent of each other and are applicable separately and concurrently subject to total maximum limit of 15 (Fifteen)% of the total contract value [for EPC Contract (turnkey work)].
- 9.4 The OWNER may, without prejudice to any other method of recovery, deduct the amount of such damages and penalties from any money in hands, due, or which may become due, to the CONTRACTOR under the contract or any other contract between the CONTRACTOR and the OWNER. The payment or deductions of such damages and penalties shall not relieve the CONTRACTOR of his obligation to complete the works or from any other of his obligations and liabilities under the contract.
- 9.5 In addition to the above, the OWNER shall be free to cancel the contract or a portion thereof and get the balance works executed through other agency or agencies at the risk and cost of the CONTRACTOR. In the event such action is taken, the CONTRACTOR shall be liable to pay the owner for any loss, which the OWNER may sustain but he will not be entitled to any gain of such action made against default. The manner and method of such contract shall be at the entire discretion of the OWNER whose decision shall be final and binding. This right shall be without breach/without prejudice to the other rights of the OWNER to recover damages for breach of contract by the OWNER.

Notes:

1. Provision relating to non-achieving of NEEGG during performance Guarantee Test/Final Acceptance Test.

If the "Actual Delivered Energy" at metering point is less than the base NEEGG (corresponding to NEEGG quoted for 1st year of O&M) based on the procedure mentioned in the **Annexure 2 (of Technical Specification and Scope of Work – Vol -II of Tender Document)**, then the entire Performance Bank Guarantee shall be encashed by the Company and all the remaining payments yet to be made by the company to the Contractor shall also be forfeited. Owner reserves the right for rejection of plant and facilities.

Encashment of Bank Guarantee is liable to GST and the applicable GST shall be recovered from the Contractor.

2. Provision relating to Penalty for loss of Generation during O&M contract are as at Annexure – 3 of Vol -II (Technical Specification and Scope of Work) of Tender Document.

The above LD / Penalty for the O & M Period shall be in addition to the LD for delay in completion of work and there shall not be any ceiling limit for the same.

8.0 RATES TO BE ALL INCLUSIVE:

- 8.1 The rates quoted in the Bill of Quantities shall be inclusive of all freight, insurances, charges, fees, taxes, cess, levies, duties, royalties etc. and also transport of materials, plants & machinery, labour accommodation, sanitation etc., so as to execute the contract as per rules, regulations, bye-laws and order etc., of Local Bodies, State Government & Government of India in force during the execution of works under the contract. The Owner may, if necessary, give a certificate regarding the quantities of material actually used by the contractor in the work but owner shall not entertain any claim towards the reimbursement of the taxes, royalties etc paid by the contractor due to this contract over the contract price.

- 8.2 Statutory deduction as applicable shall be made at source and TDS certificate shall be issued to the contractor, except in cases where any specific exemption is permitted to a party by the Government and the party concerned provides documentary evidence for the same.
- 8.3 The work is on Turnkey Basis for all the three projects considered independently i.e. The tenderers shall quote their price for the entire scope of works, as per the enclosed price schedule(s) of tender documents. Tenderers quoting a system of pricing other than that specified are liable to be rejected.
- 8.4 Tenderers are required to consider an additional amount of Rs. 170/- per man day as SRNPP (Special Relief for NMDC Production Project) as applicable in addition to the prescribed minimum wages and other statutory benefits for the contract Labours to be engaged for execution of the contract in their total quote.
- 8.5 The tenderer shall indicate tender prices in Indian Rupees only.

Goods & Service tax (GST) is to be quoted separately in the column mentioned in the price schedule as per details given below:

Goods & Service Tax :

Statutory Variation in Taxes, additional levy and withdrawal of taxes:

- i. Any new taxes or additional levies by the Government and statutory variations during the tenure of the contract will be to Owner's account and reimbursable by / refundable to, 'The OWNER', subject to submission of relevant documentary evidence.
- ii. Any reduction in tax rates or withdrawal of taxes that are levied by the government during the tenure of the contract shall be passed on to the Owner's account.
- iii. However, for any new taxes levied by the Government and statutory variation during the extended time of the contract, if any, due to the reasons attributable to the Owner, the variation of tax rates will be to the Owner's account.
- iv. However, the amount of taxes and duties are limited to the contract value and the variations in the rates are not payable, if the contract is completed in the extended time for the reasons not attributable to Owner and shall not be reimbursed to contractor.

Additional commercial clauses due to GST:

II. Clauses under Goods and Service Tax (GST):

- v. 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.
- vi. 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 thereunder for the items listed in the price schedule of the tender.
- vii. 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 thereunder.

viii. Tenderers must submit a copy of certificate of registration, i.e., GST REG – 06.

ix. 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.

x. Tenderer opting for composition scheme shall not quote any taxes under GST and such bids would invariably be evaluated without taxes under GST

xi. 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.

xii. 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.

xiii. 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.

xiv. 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.

xv. 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.

xvi. 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.

III. Other GST Compliance Related Terms:

xvii. Tenderer shall issue tax invoice indicating all the specified fields in the Tax invoice Rules as notified including HSN/SAC codes, GSTIN Number

xviii. 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.

xix. 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.

xx. Whenever advance against supplies is received by the Tenderer, Tenderer shall issue receipt voucher and pay the applicable GST in the month of receipt.

xxi. Tenderer shall attend to all issues on reconciliation of invoices, mismatch reports etc. to the satisfaction of OWNER.

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

xxiii. It is the responsibility of the Tenderer to determine the place of supply in terms of the place of supply rules

9.0 Water and Electrical Power

9.1 Water

~~Water is to be arranged by the contractor for execution of work. In case water is supplied, if any by NMDC, the contractor shall pay the corporation 1.5% of actual cost of work done.~~

9.2 Electrical Power

~~Electrical Power is to be arranged by the Contractor for execution of work. In case electricity is supplied, if any by NMDC, the contractor shall pay the corporation the actual cost of the same (Units consumed X applicable Rate per unit as per the Karnataka electricity board tariff).~~

10.0 PAYMENTS:

REFER clause no 13.1.4 of General Conditions of Contract for terms of payment

11.0 PROGRAMME AND TIME SCHEDULE:

11.1 Time is an important factor of the contract. The **CONTRACTOR** shall complete the entire work within the time specified in the Notice Inviting Tender to be reckoned from 15th of date from issue of LAC (**Letter of Award of contract**), strictly following the approved details, construction schedule and mile-stones in the proforma specified in **Annexure-I** enclosed with these conditions. The **CONTRACTOR** shall submit construction schedule keeping in view the overall time of completion along with the Tender. The **CONTRACTOR**, before commencement of the work, shall also submit unit wise detailed construction schedule along with milestone keeping in view the various requirements of the **OWNER** and other agencies. The **OWNER** shall examine and accept/approve the detailed construction schedule along with milestones for the various units after discussions, if any, with the **CONTRACTOR** and other amendments, if any, required in his opinion to suit the overall requirements of the **OWNER** and other agencies. The approval/decision of the **OWNER** shall be final, binding and conclusive.

- 11.1.1 The **OWNER** may release the fronts and drawings in a phased manner including change of a particular sequence of construction schedule due to the design and/or other requirements and the time schedules shall be adjusted suitably on account of such interruptions. The work shall be executed in full co-ordination with other agencies working in the area. No claim, whatsoever, for any delays caused due to delay in release of drawing/fronts and interruptions from other agencies shall be admissible.
- 11.1.2 The **OWNER'S** decision/directions/instructions on the sequence of work, mode of execution and other connected matters in this regard shall be final and binding.
- 12.0 **SUBMISSION OF DOCUMENTS FOR ACCEPTANCE OF WORKS:**
- 12.1 On completion of any unit of work and/or the entire work, the **CONTRACTOR** shall submit to the **OWNER** all or any of the following documents as per his direction:
- (i) Two copy of the drawings showing thereon all additions and alterations in the process of execution.
 - (ii) Completion Certificate for embedded and covered up works.
 - (iii) Manufacturer's Certificate and Test Certificates, wherever applicable.
 - (iv) Certificate on control checking and test of materials.
 - (v) Performance guarantees, if any for specialized items from specialized sub agencies, suppliers, manufacturers, duly endorsed/transferred to the **OWNER**.
- 13 .0 **SPECIAL NOTES**
- 13.1 The rates quoted in the tender shall include all charges for cleaning of site before commencement as well as after completion, water electric consumption, scaffolding, centering, staging, planking, timbering, and pumping out water including fencing, plant and equipment storage sheds, security and lighting by night as well as day, temporary plumbing and electric supply, and the contractor shall as occasion shall require or when ordered to do so, reinstate and make good, all matters and things disturbed during the execution of the work, to the satisfaction of the Owner. The rates quoted shall be deemed to be for the finished work to be measured at site.
- ~~13.1~~ The quantities in the Schedule of Quantities approximately indicates the total extent of work.
- 13.2 The successful tenderer shall make his own arrangement to obtain all materials required for the work as stated in the technical specification.
- 13.3 If the contract work or any portion thereof at any time be found defective or fails to fulfill the requirements, Owner shall give Contractor notice in writing setting forth particulars of such defects or failure and contractor shall forthwith make good such defects or replace or alter to make it comply with the requirements. Any materials, equipments etc., brought to site and found to be not in accordance with the specification shall be rejected and the Contractor shall remove the materials from the site within the time specified by the Owner. The contractor shall not be entitled for any extension of time or extra cost for rejection.

- ~~13.4~~ Tenderer shall furnish in his offer along with the details of construction equipments available with the tenderer for using in his work.
- 13.5 The Contract rates shall include all taxes, duties and other costs etc for the defined scope of work.
- 13.6 The Contractor shall provide and maintain at his own expenses all lights, guards, fencing and watching when and wherever deemed necessary by the owner for protection of the work or for safety and convenience of those employed on the works or public.
- 13.7 The Contractor shall provide and maintain proper temporary sheds of adequate capacity for storage of all materials and his own store in good and watertight conditions at site.

ANNEXURE – I

SECTION – SCC (To be indicated by the tenderer)

CONSTRUCTION SCHEDULE AND MILESTONES

(Ref. Clause 11.0 of SCC)

S.NO.	ACTIVITY	COMPLETION PERIOD	DATE OF START	DATE OF FINISH

SIGNATURE OF THE TENDERER WITH DATE AND SEAL