



MANGANESE ORE (INDIA) LIMITED
(A Government of India Undertaking)
MOIL Bhawan,
1A Katol Road, MOIL Chowk,
NAGPUR 440001

CONTRACT WORKS MANUAL

*(Incorporating the guidelines of
Central Vigilance Commissioner &
Statistics & Programme Implementation,
Government of India)*

PREAMBLE

MISSION

**To promote excellence in all the Contract Works of the Company,
in tune with National Objectives for Sustainable Development**

Code of Ethics

All the Executives of Manganese Ore (India) Limited shall abide by the following Code of Ethics

To consider first and always total interest of Manganese ore India limited in all transactions without impairing the dignity and responsibility of one's office.

To provide level playing field to all bidders / contenders.

To award Contract, without prejudice, seeking to obtain optimum bargain in all transactions.

To subscribe and work for honesty and truth in awarding and execution of contract, to denounce all forms and manifestations of commercial malpractices and eschew anti-social practices.

To accord prompt and courteous reception, to all who call on legitimate business mission.

To respect one's obligations and those of one's organisations consistent with good business practice.

To promote a healthy and harmonious relationship between Contractor and Company.

APPLICABILITY OF CONTRACT WORKS MANUAL

This Manual is a guideline and all Contracts are to be regulated as per the procedures laid therein. However, in some specific cases, it may become necessary to award Contracts by adopting methods, not indicated in this manual. In such cases, specific approval of the Chairman-cum-Managing Director of Manganese Ore (India) Limited, hereinafter referred as CMD of MOIL shall have to be obtained before initiating such action, detailing the reasons as to why the Contract had become necessary, not as per the requirements and guidelines of the Contract Works Manual. Such case where specific approval was given by CMD shall be brought to the notice of Board in the subsequent meeting.

1.0: **INTRODUCTION:**

Contract works at H.O. and various Mining, Civil, Electrical, Mechanical and Project implementation works exceeding the delegated power of the Mine Manager and Agent Group I, II, and III, shall be awarded and monitored by the concerned department at H.O., headed by the respective Head of the Department under the overall charge of the related functional Director. At mines, the Agent Group I, II, & III, the Mine Manager of the respective mines, shall award and monitor contract works within their delegated powers and send reports wherever necessary to the concerned Head of the Department and the functional Director.

In absence of a separate contract cell to maintain and control the contracts awarded, the concerned officer shall maintain the records and process the cases relating to contracts, in addition to his / her normal duties.

The broad outline of the contract related activities are as given below.

- 1.1 To initiate / receive the proposals for various works to be carried out contractually by the units / respective departments and to process the case for administrative sanction of expenditure / award of works, by the competent authority. The cost estimates shall be prepared by a committee, nominated by the unit / departmental head.
- 1.2 To process the cases of capital works included in the approved Capital Budget for award of works and to monitor and inspect the execution of works at HO / UNITS.
- 1.3 To process the rate contract for annual repair and maintenance works and other services at HO/Units of the company.
- 1.4 To obtain the details of actual work executed and to get the approval of the Competent authority for deviation in works, if any.
- 1.5 To process, check and control running bills, final bills, issue of materials and recovery, wherever necessary etc. to satisfy that the work has been executed in accordance with the contract awarded and payments are made correctly for the work done, as per basic records at site.
- 1.6 To maintain the contract files / records.
- 1.7 To maintain a register of pre-qualified contractors for issue of limited tender enquiries, work-wise.
- 1.8 To ensure that the contract works are being carried out as per the various statutory provisions and to submit statutory returns in time to statutory agencies wherever required.
- 1.9 To ensure that the revenue / capital work proposals and tender papers are thoroughly studied and examined to find out technical feasibility and economic viability before they are processed for sanction and award. A standing

committee shall be nominated to review the cost estimates submitted by Unit / Dept. Such committee will be known as cost Estimate Review committee.

- 1.10 To ensure accountability and responsibility of the various personnel involved and transparency and fairness in the system.
- 1.11 To control time over run and cost over run in the execution of revenue/capital works. The system and procedures detailed below shall apply to all cases of works awarded and executed through outside agencies, in any department of the company.

2.0 DUTIES AND RESPONSIBILITIES:

- 2.1 Each contract should specify the officer operating the contract, who shall be responsible for monitoring and execution of the same, as per the terms and conditions of the contract.

3.0 SYSTEMS AND PROCEDURES

- 3.1 (a) List of eligible contractor shall be prepared initially which shall be reviewed every two years. However, addition can be made periodically on the basis of recommendations of user departments and subject to recommendations by the review committee and approved by the Competent Authority.

(b) **REGISTRATION OF CONTRACTORS:** While seeking registration from interested Contractors, an **eligibility criteria** requiring relevant experience, registration with other departments / organisations, class or type of registration and documentary evidence of adequate financial standing shall be indicated.

(c) The name of the Contractor may be removed from the approved list of Contractors, if he:

- i. Fails to execute a contract or has executed it unsatisfactorily.
- ii. Is proved to be responsible for constructional defects.
- iii. Violates any important conditions of the Contract; or
- iv. Fails to abide by the conditions of registration, or is found to have given false particulars / information at the time of registration; or
- v. Is declared or is in the process of being declared bankrupt, insolvent, wound up, dissolved or partitioned; or
- vi. Violates the labour regulations and rules.

LIMITED TENDER ENQUIRY:

- 3.1.1 For each type of routine work the name of pre qualified and competent contractors shall be registered in a Register of contractors as per details given below. Such registers shall be maintained by respective departments where work through contract is carried out. The model format for invitation for registration of qualified and competent Contractor is enclosed at Annexure A.

**CIVIL/ MINING/ MECHANICAL/ ELECTRICAL/ PROJECT
IMPLEMENTATION/ ADMINISTRATIVE & OTHER DEPARTMENTS**

Contract Value: Nature of work to be detailed/identified along with Name, addresses and constitution of contractors who are eligible to register themselves with MOIL with reference to NIT.

For this purpose, the list of competent and pre-experienced contractors for works of similar nature can be further added in the list of register of contractors. The NIT should be floated in the local news paper of that unit, once in two years at each unit and copy of the same may be exhibited at the Notice Board of the units as well as Notice Board of Corporate office for making wide publicity. While approving the contractor for approved list, the experiences of each contractor may be judged by the work order placed on them by Govt. Organisation and on the basis of recommendation of the concerned departmental head. The unit head may approve them, after complying with the laid down procedure and subject to the value within their delegated powers of awarding the contract, to be included in the list for Register of contractors. A copy of list of the approved contractors shall be forwarded to the concerned Head of the Deptt. in H.O. for his information and record.

- 3.1.2 The various misc. routine nature of works such as jeep / bus repairs/motor winding/ white washing etc shall be identified and a panel of contractors/shops shall be considered for award of rate contract after following contract procedure.

3.2. DELEGATION OF POWERS

- 3.2.1. The delegation of powers by Board of directors to CMD and the powers sub-delegated by CMD to the directors / subordinate officers lays down certain powers for administrative sanction and award of works in various situations. The same shall be adhered to.
- 3.2.2. The tender value including departmental expenditure on stores and labour if any as a whole, shall be the basis for exercising the delegated powers. The tenders shall not be split up to bypass the delegation of powers. However should any such event arise necessitating splitting of the tenders, the same shall be detailed and reasons recorded, by the committee, before considered for approval by the Competent Authority, who at his discretion, may permit such splitting as a special case.
- 3.2.3. The concerned officers shall thoroughly acquaint themselves of the financial powers sub delegated at various levels.
- 3.2.4. Notwithstanding anything contained here above, the Competent Authority reserves the right to permit calling limited tenders for larger value within his delegated powers.

3.3 WORK PROPOSAL:

- 3.3.1 For award of Contracts, in respect of Civil, Electrical, Mechanical, Mining development etc., the in-charge officer of the respective discipline shall send a full fledged proposal for the expenditure to be made with justification and detailed estimate for seeking sanction of the competent Authority through the Mine Manager / Agent / HOD, as the case may be.

3.3.2 The proposal shall inter-alia, cover the following information to avoid any delay in acceptance of the proposal.

- a) Detailed description of work and its quantification item wise;
- b) Detailed justification for undertaking the work;
- c) When the work should be carried out likely date of commencement, duration and item wise time for completion;
- d) Whether the same work was carried out, in past and what was the expenditure at that time along with the rate and the period within which the same was executed;
- e) Whether the work shall be carried out departmentally/contractually. If not departmentally, the reasons for the same;
- f) Detailed item wise estimate of the expenditure will be reviewed by Estimating committee on the following lines.
 - i. cost estimate will be based on the accepted scientific principles with detailed exercise to arrive at reasonable estimate;
 - ii. The estimates will not be based solely on previously awarded contracts, though the same would certainly be one of the factors for arriving at fairly accurate estimate;
 - iii. It will be the responsibility of the department/Consultant entrusted with the preparation of cost estimates to explain the basis of their estimates, if bids are received at abnormally higher or lower sides
- g) Whether the work is included in the Revenue/Capital budget, if so, reference to budget item and the budgeted amount be given. If fresh proposal for appropriation/inclusion in the revised budget should be put up to Competent Authority, prior to processing the work further.
- h) In case of works already executed by negotiation/limited tender locally due to urgency, the circumstances under which the work was executed, the care taken to ensure reasonability of the rates and the benefits achieved due to urgent execution shall be narrated in the proposal.

3.3.3 The estimates shall be made out in a realistic manner nearest to the current market rates in the following proforma after detailed survey drawings and designs.

STATEMENT SHOWING THE DETAILED ESTIMATE OF EXPENDITURE IN RESPECT OF WORK.

S. NO.	ITEM	QTY	UNIT	RATE AS PER LAST WORK ORDER	EST. RATE	AMT	JUSTIFICATION FOR HIGH RATES/ QTY.
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3.3.4 If any materials/equipment/tools/facilities are to be provided to the contractor departmentally for carrying out the work, detailed estimate of the departmental expenditure shall be made out separately in the proposal for each item in the above proforma. In case, any of materials are to be provided on sale/hire basis necessary details shall be furnished.

- 3.3.5 The total expenditure for each work proposal shall be equal to the total of estimated contractual and departmental expenditure if any.
- 3.3.6 While making the estimates, the local conditions of availability of labour, materials, transport any statutory increase in rates and taxes etc. shall be kept in view and the rate applicable to the current work may be correctly estimated.
- 3.3.7 While examining the proposal for civil works, value exceeding Rs.10 Lakhs, the estimated rates shall be compared with public works rates schedules for assessing the correctness of the estimated rates.

3.4 ADMINISTRATIVE SANCTION

- 3.4.1 The work proposals received from unit / other HODs shall be examined in detail by respective concerned executive.
- 3.4.2 The justification for the work, the detailed estimates, the benefits proposed to be achieved shall be checked thoroughly by the concerned H.O.D. before it is put up for approval of competent authority.
- 3.4.3 As per the schedule of delegation of power, sanction of the competent authority is required to be obtained for the total expenditure proposed for each work. In case the work is to be awarded to outside agencies by complying with the limited tender process i.e. other than by open tendering, by advertisement the reason for such mode of tendering shall also be indicated in the proposal along with sanction sought. The various methods of tendering are detailed below:
- A. Single Tender Negotiation basis with more than one source available: Only in emergencies, this type of tender shall be resorted to detailed justification for urgency shall be recorded in each case.
 - B. **Proprietary**: Where only one known source is available or tenders are obtained from the Original Equipment manufacturer / authorised agencies.
 - C. Limited Tender: Tenders are finalised after issue of tender notices to a few number of parties, having similar experience in the past and registered with MOIL.
 - D. **Limited Tender** among the pre-qualified Contractors registered after OPEN TENDER enquiry.
 - E. **Open tender** after advertisement in local/or National Newspaper/Website in **single envelope** bids. The tenders are invited in a single sealed envelope containing technical, commercial and price bids at the same time.
 - F. **SINGLE STAGE OPEN TENDER** after advertisement in local and/or National news papers/Website in TWO SEPARATE ENVELOPE bids at the same time. The tenders are invited in two separate sealed envelopes-one containing "Technical & Commercial terms in one envelope" and "Price bids in another envelope" at the same time. First the "Technical and Commercial

bid" is evaluated and the competent and qualified parties are selected. After the approval of the competent authority. The price bids of only per-qualified parties are opened for evaluation of price bids.

G. **TWO STAGE OPEN TENDER:** In case of works the company is not fully conversant of latest technological advances, equipment and design available, after advertisement in local and/or National newspapers/ Website in the first stage bidders are invited. Thereafter, the financial including technical and commercial terms are invited.

H. **CALL OF RESTRICTED TENDERS:** Restricted tenders may be called, from other than registered tenderers, on the following grounds:

- i) The work is required to be executed with very great speed, which contractors are able to generate.
- ii) Where the work is of special nature requiring specialised equipment or skill.
- iii) Where the work is of secret nature and the public announcement is not desirable.

3.4.4 All the proposals involving financial implication require financial concurrence. Hence, they should be routed through finance department before approval of competent authority is taken.

3.4.5 While giving financial concurrence to the proposal, the officers from finance Deptt. shall check the estimates for and the existing provision in the Budget.

3.4.6 In respect of project proposals and expansion and diversification schemes, finance Deptt. shall check the techno-economic and feasibility reports/ cost benefit analysis and satisfy about the feasibility of the project. The requirement and availability of funds and the expected return on investment.

3.4.7 At the time of administrative approval, the Competent Authority shall satisfy that the work is viable and justified and the same is within his powers to approve.

3.4.8 While sanctioning the proposed expenditure by Contractual means, the Competent Authority shall constitute a tender processing committee (T.P.C.) to scrutinise tenders and recommend the award of work. One member of the committee shall be from Finance.

3.5 **INTIMATION TO MINE.**

Any work beyond the delegation of Mine Manager/Agent authority shall be referred to the concerned H.O.D. at head office who may seek approval from the competent authority of such work at mines. The HOD may intimate to such authority at mines accordingly to follow all the tender procedure before execution of work.

3.6. **INVITATION OF TENDER**

- 3.6.1. Once the administrative approval is obtained and mode of tendering is approved, tender documents containing special terms and general terms shall be decided. Except project work, documents will be in a prescribed form i.e. description of work and NIT.

For major project work the preparation of tender documents is an important step. Proper care shall be exercised in the preparation of tender documents for efficient and easy evaluation of bids, smooth and timely execution of works with minimum litigation etc.

The bidders would give a declaration that they have not been banned or delisted by any Government or quasi Government agencies or PSUs. In case if a bidder has been banned by any Government or quasi Government agencies or PSU, this fact must be clearly stated by the bidder. The declaration so made by the bidder shall not necessarily form a cause to disqualify him. If this declaration is not given, the bid will be rejected as non responsive.

3.6.1.1 **BIDDING DOCUMENTS:**

- a. **Content of Bidding Documents:** The set of bidding documents comprises the documents listed in the table below and addenda issued:

Invitation of Bids (IFB)

- Section 1 - Instruction to Bidders
- 2 - Forms of Bid and Qualification Information
- 3 - Conditions of Contract
- 4 - Contract Data
- 5 - Specifications
- 6 - Drawings
- 7 - Bills of Quantities
- 8 - Forms of Securities

- b. **Clarification of the Bidding Documents:**

A prospective bidder requiring any clarification of the bidding documents may notify the employer in writing or by cable (hereinafter "cable" includes facsimile) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification which he received earlier than fifteen days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source.

- c. **Pre –bid meeting:**

- a) Whenever, it is felt necessary by the Company, the bidder or his official representative is invited to attend a pre-bid meeting which will take place at _____ (address of venue) on _____ (time and date).

- b) The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- c) The bidder is requested to submit any questions in writing or by cable to reach the Employer not later than one week before the meeting.
- d) Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the response will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents, which may become necessary as a result of the pre bid meeting, shall be made by the Employer exclusively through the issue of an addendum, pursuant to below indicated Clause (IV) and not through the minutes of the pre-bid meeting.
- e) Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

d. **Amendment of Bidding Documents:**

- i. Before the deadline for submission of bids, the Employer may modify the bidding documents by using addenda.
- ii. Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.
- iii. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids.

e. **Preparation of Bids:**

- i. Language – All documents relating to the bid shall be in English language.
- ii. Documents comprising the Bid – The bid submitted by the bidder shall comprise the following:
 - a. The Bid
 - b. Bid Security
 - c. Priced Bill of Quantities
 - d. Qualification Information Form and Documents

and any other materials required to be completed and submitted by bidders in accordance with these instructions. The documents listed under Section 2, 4 and 7 of the sub-clause of 3.6.1.1(I) above shall be filled in without exception.

f. Bid prices:

- i. The contract shall be for whole works based on the priced bill of quantities submitted by the Bidder.
- ii. The bidder shall fill in rates and prices for all items of the work described in Bill of quantities. *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 the other rates and prices in the Bill of quantities.* Corrections, if any, shall be made by crossing out, initialling, dating and rewriting.
- iii. All duties, taxes and other levies payable by the Contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid price submitted by the Bidder.
- iv. The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

OR

The rates and prices quoted by the bidder are subject to adjustment during the performance of the contract in accordance with the provisions of the NIT/Tender Document Conditions.

g. Currencies of Bid and Payment:

- i. The unit rates and the prices shall be quoted by the Bidder entirely in Indian Rupees.

h. Bid validity:

- i. Bids shall remain valid for a period not less than as provided in the N.I.T./Tender Documents, twenty eight days after the deadline date for bid submission. A bid valid for a shorter period is liable for rejection at the discretion of the company.

3.6.1.2 **Bid Earnest Money:** For an amount as mentioned hereunder, in favour of Manganese Ore (India) Limited, payable at Nagpur or as mentioned otherwise, may be in one of the following forms:

A bank Guarantee issued by a Nationalised / Scheduled bank located in India or a foreign Bank located in India and acceptable to the Employer and in the form acceptable to the Employer or a Pay Order or Bank Draft.

- a) For projects/Works estimated to cost Rs.25 Crores and above, earnest money should be 1% of the estimated cost and maximum amount of the earnest money should be Rs. 50 Lakhs.
- b) For projects/Works estimated to cost less than Rs.25 Crores, the earnest money should be 1% of the estimated cost.

- c) Earnest money may be submitted in the form of irrecoverable Bank guarantees valid for 28 days beyond the validity of the bid or Pay Order or Bank Draft with scheduled Bank.
- d) Earnest money of the unsuccessful bidders should be refunded as promptly as possible as but not later than 28 days after the expiry of the bid validity.
- e) In case of limited tenders invited from the registered contractors, deposit of Earnest Money is not applicable for the contracts valuing up to Rs.1.00 Lakh.

3.6.1.3 Security Deposit:

1. a) The tenderer whose tender is accepted shall permit the Company at the time of making any payment to him, for work done under the contract, to deduct towards Security Deposit an amount equal to 10% on the first Rs.1.00 Lakh, 7.5% on the next Rs. 1 Lakh and 5% on the balance of the gross amount of the bill, till the total sum, so deducted, amounts to the stipulated security deposit i.e. 5% of the value of the work order.

b) The Security Deposit shall be held by the Company until three months after the completion of the work and shall be refundable to the Contractor on demand and only after adjusting any amounts that may be due to the Company, from the Contractor. The security deposit shall not bear any interest.
 2. For capital project works, the successful tenderer shall submit the security deposit of 5% only of the total contract value within 7 days after signing of contract in the form of Bank Guarantee from Nationalised/Scheduled bank in favour of MOIL, Nagpur and the same shall remain at the disposal of the company as security till the satisfactory execution & completion of the work in accordance with provision of contract.
 3. Security deposited will be returned to the contractor after successful completion of final acceptance by MOIL. Bank Guarantee will be extended by contractor, if completion of work delayed for any reason whatsoever.
 4. Without prejudice to its right of indemnity for all statutory and financial liabilities, the Company reserves the right to forfeit in full or in part, the Security Deposit, in the event of non performance / non compliance with any provisions of the Contract, by the Contractor, other than Force Majeure reasons.
- 3.6.2. A copy of general condition of the contract and standard contract for all types of works contract (except large project) is enclosed at Annexure PART I(B). While framing tender documents for such works these guidelines may be suitably adopted.

SUBMISSION OF BIDS:

- 3.6.3. In the case of open tender, tender notice shall be got advertised in the local and national news papers/Website. In addition, tender notices may also be issued to well known parties in public and private sector. In the case of limited tenders, tender notices shall be issued to the parties registered with the company.

In any case the limited tenders shall be issued to the minimum number of parties as prescribed below:

3.6.4 The minimum number of enquiries shall be sent as per details given below:

- | | |
|---|--|
| a) For works of Rs.30 Lakhs and above | Open Tender in MOIL's web site at www.moil.nic.in , local and national news paper + Notice Board at all mines and HO. In emergency Competent Authority may Sanction to call limited tenders under his delegated powers. |
| b) For works of Rs. 10 Lakhs Upto Rs. 30 Lakhs | Open Tender in MOIL's web site at www.moil.nic.in , local news Paper + Notice Board at all mines and HO. In emergency Competent Authority may sanction to call limited Tenders under his delegated powers. |
| c) For works of Rs.1 Lakh to Rs. 10 Lakhs | All the enlisted parties in the group of mines, subject to minimum of six and Notice Boards at all mines and HO. |
| d) For works of up to Rs.1 Lakh | All the enlisted parties in the group of mines subject to minimum of three. |

The tender cost shall be indicated. All such tenderers, as download the tender document from MOIL's official web site, shall enclose the cost of tender document, in the form of crossed demand draft or pay order drawn at any scheduled bank in Nagpur and favouring Manganese Ore India Limited.

3.6.5 If the tender enquiries cannot be sent to a minimum number of parties, approval of the authority authorised to sanction the work for the same, indicating the reasons shall be obtained.

3.6.6 A copy of the limited / open tender notice shall also be sent to all the mines / HO for exhibition at its notice board.

3.6.7 Tender offers received in sealed cover shall be put in the tender box kept at the allotted places. On the due date and time of opening of tenders, tender box shall be opened in the presence of TOC/TPC, to be constituted by the Competent Authority and party's representative of the parties. The rates quoted and special conditions if any of the parties shall be read out to all the parties. In the case of single stage two envelope systems, only the technical and commercial bids shall be opened. The price bid shall be opened on a later date after the acceptance of the recommendation of TPC on technical bid.

A standing Tender Opening Committee shall be constituted by the Competent Authority and reviewed every year. One of the member of such committee shall be from the Finance department.

- 3.6.8 In respect of contract works, valuing more than Rs.10 Lakhs, the estimates review Committee should be headed by an officer, not below the rank of DGM and nominated by the Competent Authority, out of which one would be a Dy. Chief (Finance) / Chief (Finance). The Committee's function would start soon after according the administrative approval by the relevant authority.
- 3.6.9 A Tender register which should be authenticated and paginated, shall be maintained to record
- i.) Name of the work
 - ii.) Tender No.
 - iii.) Name of the parties to whom the tender enquiry was issued / tenders were sold
 - iv.) Name and signature of the representative of the tenderers who attended tender opening meeting
 - v.) Name and signature of tender opening committee.

The TOC/TPC members shall sign each page of the tender offers including envelope with dated signature. The serial number of each tender offer out of total offers received and the number of corrections if any noticed on tender papers shall also be indicated at each page of the tender offer by the TOC / TPC. All tender received after the due date and time of opening of tenders shall be marked "LATE" and need not be opened by TOC/TPC.

- 3.6.10. The tender offers, after the signature of TOC / TPC shall be kept in the file opened for the tender proposal and page numbered.

3.7 AWARD OF WORK

- 3.7.1 The tender offers received shall be studied in detail and a comparative statement (Format enclosed at Annexure "B") of substantially responsive bids shall be prepared. A substantially responsive tender offer is one that conforms to all the terms, conditions and specifications included in tender documents, without material deviations or reservations. If any clarifications are required from the tenderer, the request and the response shall be in writing but no change in the price or substance of the tender offer shall be permitted. The comparative statement is checked and signed by all the members of the TPC.
- 3.7.2 The comparative statement shall be in such a way that the rates are in comparable position as per the terms of tender enquiry without accepting any special conditions made by the parties. Variation, deviations, alternative offers and other factors which are in excess of the requirement of the tender documents or otherwise result in unsolicited benefits shall not be taken in to account in tender evaluation. However, appropriate adjustments may be considered for correction and errors (only arithmetical errors evident in the tender offers) and for acceptable variations, deviations, and discounts offered within tender requirements.
- 3.7.3 Based on the comparative statement, L1, L2, L3.... Ln shall be determined and the rates of L1 shall be examined in detail with reference to the estimated rates. If

L1 rates are reasonable the TPC shall recommend the placement of order on L1 party.

- 3.7.4 In the case of tender for pre-qualification bids, or technical bids, the comparative statements prepared shall show the position of the various parameters and commercial terms and the same shall be put up to TPC for study and for recommendation. The recommendations of TPC are put up to the Competent Authority for sanction. If, however, the terms and specification and other parameters are to be discussed with the parties, the TPC shall do so before finalise their recommendations.

3.8 **GUIDELINES FOR AWARD OF WORK.**

- 3.8.1 The TPC shall also prepare evaluation report comprising following procedure for evaluation.

The report will be prepared by the TPC. This committee will follow the following procedures for evaluation:

- a) Evaluation will be done only on the basis of set criteria which will be clearly stated in the bid documents. No document presented by the bidder after the closing date and time of the bid will be taken into account TPC, unless it is of a purely technical nature which has no bearing financially on the contract and which does not seek major changes in technical specification given in the bid documents.
- b) If a bidder offers a rebate unilaterally after the closing date and time of the bid, it will not be taken into account for evaluating purpose by the Tender Committee but if that bidder emerges as the lowest tender the rebate offered will be taken into account by the TPC. The Tender Committee's recommendations shall be submitted by the co-ordinating officer to the competent Authority for its consideration for seeking its approval.
- c) The tender committee's report will be self contained, clear and unambiguous. The TPC must verify the documents meticulously and bring out all the deviation, if any.
- d) If the prices quoted are above or below the cost estimate by a percentage considered abnormal say 10%, the tender committee will give after consulting the Estimates Committee / Review Committee, the reasons for such variation. Cogent reasons will be given for rejecting/accepting bids as Non-responsive/responsive.

If the bid of the successful bidder is seriously unbalanced in relation to the company's estimate of the cost of work to be performed under the contract, the company may require the bidder to produce detailed price analysis for any or all items of the tendered bill of quantities to demonstrate the internal consistency of these rates with the execution method and schedules proposed. After evaluation of the price analysis, the company may require that the amount of performance security is increased at the expense of the successful bidder to a level sufficient to protect the interest of the company against financial loss in the event of default of the

successful bidder under the contract. The definition of seriously "unbalanced bid" will no doubt vary from organisation to organisation and from contract to contract. It is therefore, essential that before bids are called for, the Estimates Review Committee must fix the price above or below, the pricing of an item that would be termed as seriously unbalanced.

The TPC will prepare a checklist (as per the Annexure) to facilitate decision making. The checklist will be submitted to the Competent Authority by co-ordinating officer with his comments along with other relevant documents. These provisions shall be obligatory for the tenders valuing Rs 5 Lakhs and above.

- 3.8.2 While studying various bids and recommending or rejecting any party, the TPC shall keep in mind that though the company is not bound to accept any offers, even though lowest, at the same time the company must act in a reasonably bonafide way and not arbitrarily and the same should be on record. While studying the comparative statement and rates and conditions of the various parties, TPC shall study the conditional offers also and make assessment of the various offers. The late offers received after opening of the tender shall not be opened and the same be returned. The delayed offers received by registered post after due date but posted before the due date may be considered for opening by TPC subject to approval of competent authority.
- 3.8.3 During scrutiny/evaluation of tenders if the TPC finds that the original tender enquiry terms need to be relaxed or tender specifications need to be changed. The TPC shall recommend for revision of terms and re-tendering.
- 3.8.4 While studying the L1 rates with the estimates, if the TPC finds that variations in the item rates are reasonably close to PWD rates/estimated rates and /or past rates, L1 rates can be recommended.
- 3.8.5 If, however, L1 rates are much lower than the estimated rates say by 10% the TPC shall examine to ensure, whether the rates are workable or not without compromising the quality and if required the rate analysis of the party shall be obtained and studied before recommending such offer. The TPC shall also evaluate whether performance security provided in the tender documents, is enough or not prior to finalising its recommendations. The negotiations with the parties other than L-1 are disallowed as per latest instructions received from C.V.C.
- 3.8.6 If the rates of the lowest bidder are abnormally high/low (+/- 10% of the estimated rates), the TPC shall study the viability of higher/lower rates and may ask lowest bidder for submission of rate analysis. In case of higher rate quoted by lowest bidder, the TPC recommend, if considered necessary, for negotiation with the L1 for reduction of the rates. If any such negotiation is to be conducted, the same shall be got approved by the Competent Authority before it is resorted to. For negotiation with the L1, TPC shall follow the guidelines of Central Vigilance Commission, circular No. 4/3/07 Dtd. 3rd March, 2007, together with subsequent amendment, if any.

Circular No. 4/3/07

Sub : Tendering process – negotiation with L1.

1.
 - i.) As post tender negotiation could often be a source of corruption, it is directed that there should be no post tender negotiation with L1, except in certain exceptional situation. Such exceptional situation would include procurement of proprietary items, items with limited source of supply and items where there is suspicion of a cartel formation. The justification and details of such negotiation should be duly recorded and documented without any loss of time.
 - ii.) In case where a decision is taken to go for retendering due to the unreasonableness of the quoted rates, but the requirements are urgent and a retender of the entire requirement would delay the availability of the item, thus jeopardising the essential operation, maintenance and safety, negotiation would be permitted with L1 bidder(s) for the supply of a bare minimum quantity. The balance quantity should, however, be procured expeditiously through a re-tender, following the normal tendering process.
 - iii.) Negotiation should not be allowed to be misused as a tool for bargaining with L1 with dubious intention or lead to delays in decision making. Convincing reason must be recorded by the authority recommending negotiation. Competent authority should exercise due diligence while accepting the tender a tender or ordering negotiation or calling for a re-tender and a definite time for you should be indicated, so that the time taken for according requisite approval for the entire process of award of tenders does not exceed one month from the date of submission of recommendations. In case where the proposal is to be approved at higher level, a maximum of 15 days should be assigned for clearance at each level. In no case should the over all time frame exceed the validity period of the tender and it should be ensured that tenders are invariably finalised within their validity period.
 - iv.) As regards the splitting of quantities, some organisation had expressed apprehension that pre-disclosing the distribution of quantities in the bid document may not be feasible, as the capacity of the L1 form may not be known in advance. It may be stated that if, after due processing it is discovered that the quantity to be ordered is far from than what L1 alone is capable of supplying and there was no prior decision to split the quantities, then the quantity being finally ordered should be distributed amongst the other bidders in a manner that is a fair, transparent and equitable. It is essentially in cases where the organisation decides in advance to have more than one source of supply (due to critical or vital nature of the item) that the commission insists on pre –disclosing the ratio of splitting the supply in the tender itself. This must be followed scrupulously.
 - v.) Counter - offers to L1, in order to arrive at an acceptable price, shall amounts to negotiation. However, any counter offer thereafter to L2, L3 etc. (at the rates accepted by L1) in case of splitting of quantities, as pre-disclosed in the tender, shall not be deemed to be a negotiation.
2. **It is reiterated that in case L1 backs out, there should be a re-tender.**

3.8.6.1 The recommendations of TPC shall be signed by all of its constituents. Based on the TPC recommendation the Co-ordinating Officer concerned shall put up a note through the HOD for taking the sanction of the Competent Authority.

3.9 **ISSUE OF WORK ORDER :**

3.9.1 After the approval is obtained from the Competent authority, the Officer concerned shall finalise the work order & get vetted by Internal Audit. However, in case of mines vetting can be done by Finance.

3.9.2 Work order shall be issued by the appropriate authority to the PARTY and copies thereof shall be endorsed to all concerned Deptts. including finance Deptt. After receipt of confirmation and performance security form the successful party, the appropriate authority shall intimate the finance to refund EMD received from other parties whose offers have not been considered.

3.9.3 Since the validity of the offer by the parties is for a limited period i.e. 180 days, the co-ordinating officer shall pursue the matter to ensure that the work order is issued in time. In the event of any delay likely to take place in releasing of work order extension of time if any shall be obtained in time form the bidder by the co-ordinating officer.

3.9.4 A contract register shall be maintained by the co-ordinating officer, wherein each contract/work order issued form HO/units shall be entered. The serial number of the register shall be the contract number. The register shall contain the S.No., date, particulars of works, amount, name of the party to whom issued, unit, schedule date of completion, actual date of completion, actual final bill amount, signature of the concerned officer.

At mines also a similar register shall be maintained.

The site record shall be maintained by the executive authority in respective mines. The site record includes site register, hindrance register and inspection and quality control register.

3.9.5

a) Repeat orders will be avoided normally. If this is resorted to, in case of emergency, the decision in this regard will be taken by the Competent Authority who will have to satisfy himself that the rates are not showing any downward trend. The co-ordinating officer, shall, after seeking the approval of the Competent Authority, issue such repeat orders. The repeat orders may be placed, only once.

b) No repeat order will be placed, if the earlier order was given on delivery preference basis or under special circumstances.

c) In certain cases, where it is desirable to award the repeat order in the interest of the company it shall be ensured that the rates have not fallen down in the market and the administrative sanction for additional expenditure has been taken. A certificate shall be recorded in the file to the effect that the rates have not fallen down and the procedure of re-tendering, if resorted to, would not only delay the procurement but may not further result in obtaining the rates at par with the existing rates. The value of the repeat order shall not be more than 50% of the original order, approved by the Competent Authority.

- 3.9.6 Bank guarantee furnished by the Contractor should be unconditional and shall be in addition to performance guarantee, where ever applicable.
- 3.9.7 Before issuing the work order, the Company should include a condition to the contractor that in the event of failure of Contractor to perform the Contract in time due to certain force majeure beyond his control, then he (Contractor) should send a registered letter duly certified by the statutory authorities (certifying the mis-happenings i.e. natural, civil disturbance) within 10 days for such instances.
- 3.9.8 **NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:** The bidder whose bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in conditions of Contract called the “letter of Intent”) will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).

The notification of award will constitute the formation of the Contract subject only to the furnishing of a performance security.

The Agreement will incorporate all correspondence between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder within 28 days following the notification of award along with the Letter of Acceptance/Intent/work Order within 21 days of receipt, the successful Bidder will furnish the performance security and sign the Agreement with the Employer. This agreement shall be applicable in case of contracts valuing more than 10 lakh in prescribed format.

Upon the signing of agreement by the successful Bidder, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and release their Bid security.

3.10 EXECUTION OF WORK

- 3.10.1 The officer responsible for execution of the work shall be indicated in the work order. He/His representative shall supervise the execution of the work by the contractor to ensure that the work is completed in time and in accordance with the work order.

In the case of project works, expansion and diversification works, PERT/CRITICAL PATH/ BAR CHART shall be finalised in consultation with consultants/contractor. The daily/monthly progress reports shall be obtained from the site office and progress monitored.

- 3.10.2 The Officer concerned shall get the measurement / progress of work checked and recorded item wise in the Measurement Books under the joint dated signature of the Contractor or his representative and the company’s representative. The same shall be checked by the Officer-in-charge. The measurements recorded shall be jointly signed by the Contractor or his representative/official in charge and Officer-in-charge.

- 3.10.3 The officer concerned shall satisfy about the variations in the quantities and its justification and decide whether the variations need to be approved by the competent authority. Variations permitted shall not exceed +/- 25% in quantity of each individual item, and +/- 10% of the total Contract price.

If the variation is within +/-10% and actual expenditure is within overall sanction, then the competent authority's sanction may not be necessary. It shall be enough to obtain the sanction of deviations from HOD after recording the detailed justification item-wise. In other cases, the approval of competent authority shall be obtained for all deviations.

However, if the basic parameters like site, change in design etc. are changed substantially, the approval of the competent authority shall be obtained even for variations within +/- 10-% variations to the original sanction and the actual expenditure is made within the sanctioned amount. If the work is not completed in the scheduled time, the reasons for the delay shall be analysed and approval of competent authority obtained. If the delay is due to the contractor, the action to be taken for delay whether any liquidated damages are to be charged or not, shall be put up for approval.

- 3.10.4 The primary responsibility for issuing amendments to the contract will always rest with the authority who has originally approved the contract. However, for administrative reasons, he may delegate the powers of issuing amendments to his subordinates subject to the delegation of financial powers, as per the rules of the company.

The subordinate authority will keep the superior authority informed in writing whenever such amendments are issued. At the time of closing the contract the authority who has originally approved the contract must satisfy itself that the amendments issued by the subordinate authority are in order.

- 3.10.5 In respect of issue of materials to Contractors, the actual quantity required for the work in hand for the next 10/15 days shall be assessed and stores requisitions are issued contract wise indicating the name of contractor/contract no. and record of the issue kept in the contract file. In the bills, the total quantity issued up-to last bill, issued during the month, actual consumption during the month and closing balance at the month end shall be shown in each bill. Similar a/c of empty cement bags returned shall also be kept.

In case of issue of materials to the contractors on cost recovery basis / free of charge the material consumption statement for the actual work shall be computed and enclosed to the final bill and cost recovered, where ever applicable.

- 3.10.6 During the course of execution of work, the Officer in-charge / H.O.D. shall visit the work spot to ensure that the work is being executed as per design/drawing/work order/time schedule and proper measurement books are maintained at the mine/unit level. The concerned officers from HO shall conduct surprise check of the measurements recorded by the Officers at mine/unit level. In token of checking the measurements, they shall record their observations in the MB with dated signature.

They shall submit report of the progress of the work to the GM (Prodn.) / D (P&P) after inspection. To ensure proper execution of work, a schedule of surprise check by the superior officers as given below shall be followed.

- a) Mine Manager 5% For all works, under execution at his mine.
- b) Agents 3% For all works, under execution at his mine units.
- c) In-charge Officer 3% For works awarded at H.O. level exceeding Rs. 5 Lakhs.

The above officers shall conduct surprise check of measurements and record their observation in the MB under their dated signature.

- 3.10.7 Monthly once/after completion of the work, the bill for the work shall be obtained from the Contractor in the prescribed format and running a/c / final bills duly signed by the contractor, concerned engineer and GM(PRO)/MM/Agents/Unit Head shall be submitted in duplicate after check at unit / H.O. level to the Finance for passing and payment.

The final bills for Civil/ Electrical/ Mechanical/ Mining, payable at HO shall be certified for payment by the concerned Officer at HO, before it is sent to Finance Department for payment.

The instructions issued by the Finance for submission of bills are enclosed at Annexure C which shall be complied with.

- 3.10.8 In case the contractor fails to complete the work within the stipulated period unless such failure is due to force - majeure as defined in the contract or due to company's default, he shall pay to the company by way of compensation for delay and not as penalty, a sum at the rate of half percent per week of the contract value and up-to maximum 10% of the contract value. The decision of the designated officer in-charge in regard to the actual delay will be final and binding on the contractor.

- 3.10.9 In those cases where the contractor fails to complete the work and the order is cancelled, the amount due to him on account of work executed by him, if payable, shall be paid to him, only after due recoveries as per the provisions of contract including additional costs, likely to be involved for getting the balance work executed by an alternative source. However, before making an alternate arrangement for execution of the left over work, the Officer-in-charge shall issue a risk notice to the Contractor to the effect that if the work is not done before a specified period, the same shall be got done at his risk and cost.

- 3.10.10 **EXTENSION OF TIME:** Wherever the extension of time is given to the Contractor for reasons of delay, solely attributed to the Company, price variation may have to be allowed, depending on the conditions of the contract. In order to determine the above, a hindrance register will be maintained which will be jointly signed by both the parties at the time of periodical review meeting to be held at least once in 3 months by the concerned officer, based on which, decision in these cases will taken by the Competent Authority, which will be final. The format of hindrance register is as per Annexure "E". The hindrance register shall be pre authenticated & pre-numbered by concerned officer-in-charge.

3.10.11 **CONTRACTOR'S LIABILITY AND INSURANCE.**

From commencement to completion of the works, the contractor shall have full responsibility for the case thereof and for taking precautions to prevent loss or damage to the assets at site and works under completion, as per this work order, and in case of projects, special works exceeding a cost of Rs. 50 Lakhs and above or where ever mentioned, specifically in the tender documents, the contractor will obtain an insurance policy covering all risks, damages, loss etc.

The Contractor shall provide in the Employer, insurance cover from the start date to the end of the Defects liability period, in the amounts and deductibles stated in the Contract data for the following events which are due to the Contractors risks.

- a) loss of or damage to the works, Plant and materials
- b) loss of or damage to Equipment
- c) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract and
- d) personal injury or death

Policies and Certificates for insurance shall be delivered by the Contractor to the Nodal Officer or his nominee for the Nodal Officer or his nominee's approval before the Start Date. All such insurances shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums from the Employer has paid from payments otherwise due to the Contractor or if no payment is due, the payment of the premium shall be a debt due.

Alterations to the terms of insurance shall not be made without the approval of the Nodal Officer or his nominee.

Both parties shall comply with all conditions of the insurance policies.

3.10.12 In the case of any other item not included elsewhere in MOIL contract works manual, then in that case, item covered in C.P.W.D. Forms 7& 8 will be applicable and shall be agreeable to both the parties i.e., MOIL and the Contractor.

3.10.13 **CORRUPT OR FRAUDULENT PRACTICES:**

- I. The Employer required 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 Employer:
 - a) defines, for the purpose of these provisions, the terms set forth below 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 the 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 the 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.
- II. Furthermore, Bidders shall be aware of the provisions for Termination of the Contract.

3.10.14 **TERMINATION OF CONTRACT:**

- I. Manganese Ore (India) Ltd. reserves the right to terminate the contract, in full or in part, if :
- i.) The Contractor defaults in proceeding with the works due to lack of diligence and/or in complying with any of the terms & conditions, stipulated in the contract.
 - ii.) The contractor fails to complete the works, as per the scheduled contract, before stipulated date of completion.
 - iii.) The contractor or Firm or any of the partner represented by the contractor, in the subject contract is adjudged as Insolvent by the concerned authority.
 - iv.) The contractor assigns/transfers/sub-lets the entire work or a portion thereof without the approval of the Accepting authority.
 - v.) The contractor offers to give or agrees to give, in person of the Company's service or gift or any other consideration, as inducement or reward for seeking benefits in the contract.
- II.
- i.) Termination of the contract in full or part - The officer in charge shall determine the amount, if any that is recoverable from the Company, for the completion of the work, together with penalties and loss or damage, suffered by the Company as a result of the above termination.

- ii.) The amount so worked out by the officer in charge, shall be recovered from moneys, due to contractor, on any account and if such moneys are not sufficient the contractor shall be called to pay the same within 30 days.
- iii.) If the contractor fails to pay to the Company, the required sum within the stipulated period of 30 days, the officer in charge shall have the right to sell part or all of the materials / plant / equipment / implements / temporary buildings etc., belonging to the Contractor and apply the proceeds of the same thereof, towards the satisfaction of any sum due from the contractor. Any sum from the above proceeds in excess of the amount due to the Company and any unsold materials /plant, implements, temporary buildings etc. shall be repaid to the contractor, provided always that if cost or anticipated cost of the completion by the company of the work or part is less than the amount which the contractor should have been paid had he completed the work.

III. Termination of 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 a partnership concern and one of the partners dies, then unless the Accepting Authority is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in case of partnership, the surviving partners are capable of completing the contract, the Accepting Authority shall be entitled to cancel the contract, as to its uncompleted part, without the Company in any way being liable to payment of any compensation to the estate of the deceased Contractor and/or to the surviving partners.

In the event of such cancellation, the Company shall not hold the estate of the deceased Contractor and/or the surviving partners of the firm liable in damages for not completing the Contract.

3.10.15 VARIATIONS, EXTRA / SUBSTITUTED ITEMS:

- a) Variations permitted should be $\pm 25\%$ in quantity of each individual item and $\pm 10\%$ of the total Contract price. This variation shall be approved by the Competent Authority, even if the amount of work remains within the sanctioned amount.
- b) For items not existing in the bill of quantities or substitutions to items in the bill of quantities, rate payable shall be determined by methods given below and in the order given below:
 - 1. Rate and prices in Contract, if applicable;
 - 2. Rates and prices in the schedule of rates applicable to the contract \pm tendered percentage, where appropriate;

3. Market rates of materials and labour plus 10% overheads and profits of Contractor;
 4. Escalation to be paid, as admissible.
- c) If there is delay in the owner and the Contractor coming to an agreement on the rate of an extra item, provisional rates, as proposed by the C.M.D. should be payable till such time as the rates are finally determined.
- d) For items existing in the Bill of quantities but where quantities have increased beyond the variation limits, the rate payable for quantity in excess of the quantity in the bill of quantity plus permissible variation should be:
1. Rates and prices in Contract, if reasonable, failing which
 2. Market rates of material and labour plus 10% for overheads and profits of the Contractor.

4.00 **CONTROLS**

4.1 The HOD shall exercise the following controls.

- 4.1.1 All the works to be taken up during next year are included in the Budget.
- 4.1.2 For the works to be taken up during the year, the proposals for administrative sanction are put up and processed in time until award of work.
- 4.1.3 The general and special conditions to each tender are approved by the Competent Authority.
- 4.1.4 Surprise checks are conducted to see that the correct measurements are given.
- 4.1.5 The progress report of the works included in the budget, the works carried out/awarded and balance works is obtained once in three months and submitted to HOD in the prescribed format as at Annexure D.
- 4.1.6 The progress report of the execution of departmental / contract work started/awarded, works completed, pending works is obtained once in three months.
- 4.1.7 The subordinate officers/staff are exercising financial propriety/economy
- 4.1.8 The procedures/systems followed are reviewed from time to time.
- 4.1.9 Tender documents and NIT shall be posted on the website, where the value of the contract is more than 30 Lakhs.
- 4.1.10 To reduce the occurring of fraud in respect of work contracts, the following points are to be considered by the Officer-in-charge of the respective mines as well as of the Head Office.

A. SUBMISSION OF TENDERS.

- a) Improper acceptance of late bids shall not be considered.
- b) Information contained in bids concerning contractor's qualifications, financial capability, facilities etc., which does not agree with third party information or knowledge gained from previous contracts, should not be taken cognisance of.
- c) Collusion or Tender rigging between bidders (complementary tendering), tender rotation, sharing of market for example.
 - i.) Contractors who are qualified and capable of submitting their tenders do not do so, for no apparent reason.
 - ii.) The successful tenderer, sub-contracts works to companies that had submitted higher tenders.
 - iii.) A pattern in rotation of lowest tenders between companies who have tendered.
 - iv.) Joint venture bids when the partners of that venture could have bid individually should be discouraged.

B) AWARD OF CONTRACT.

- a) Disqualification of the lowest tenderer on flimsy grounds, especially the one who has already been executing contracts, satisfactorily with the Company should be avoided.
- b) Unexplained changes in contract, shortly after award should be avoided.
- c) Contracts should not be awarded to those with poor performance record.
- d) Poor documentation of contract award process should be avoided.

C) Payment of Running Bills:

- i) Bills shall be prepared and submitted by the Contractor. Joint measurement shall be taken continuously and need not be connected with billing stage. The system of 4 copies of measurement, one each for Contractor, Client and Engineer and signed by client and engineer, shall be followed.
- ii) 75% of the bill amount shall be paid within 14 days of submission of the bill and the balance amount of the verified bill shall be paid within 28 days of the submission of the bill.

D) Payment of Final Bills:

- i) The Contractor shall submit final bill within 60 days of the issue of defects liability certificate. The Engineer shall check the bill within 60 days of its receipt and return the bill to the Contractor for corrections, if any needed. 50% of the undisputed amount shall be paid to the Contractor at the stage of returning of the bill.
- ii) The Contractor shall re submit the bill, with corrections within 30 days of its return by the engineer. The resubmitted bill shall be checked and paid within 60 days of its receipt.

- E) **Advance payment:** At the discretion of the C.M.D., an amount of up to 10% of the Contract value may be given to the Contractor at the prevailing rate of interest, as mobilisation advance against the bank guarantee. Its recovery shall start when 15% of the work is executed and shall be completed by the time 80% of the original Contract price is executed. No interest free advance shall be given to the Contractor. However, in considerations of the exigencies, the same may given, only after it is approved by the Board of Directors of the Company.
- F) **RTGS/e-Payment:** Real Time Gross Settlement / e-Payment shall be encouraged.

4.2 **QUALITY CONTROL:**

Identify Defects: The Nodal officer 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 Nodal officer or his nominee may instruct the Contractor to search for a defect and to uncover and test any work that the Nodal Officer or his nominee considers may have a defect.

Tests: If the Nodal Officer 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. If there is no defect the test shall be a compensation event.

Correction of Defects: The Nodal Officer or his nominee shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as the Defects remain to be corrected. Every time notice of a defect is given the Contractor shall correct the notified Defect within the length of time specified by the Nodal Officer or his nominee's notice.

Uncorrected Defects: If the Contractor has not corrected a Defect within the time specified in the Nodal Officer or his nominee's notice the Nodal Officer or his nominee will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

4.3 **COST CONTROL:**

Bill of Quantities: The bill of quantities shall contain item for construction, supply, installation, testing and commissioning work to be done by the Contractor. The bill of quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

Changes in Quantities: If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than +/- 25% provided the change do not exceeds +/- 10% of initial Contract Price, the Nodal Officer or his nominee shall adjust the rate(s), to allow for the change. The Nodal Officer or his nominee shall not adjust rates from changes in quantities if thereby the initial Contract Price is exceeded by more than 10% except with the prior approval of the Employer. If requested by the Nodal Officer or his nominee

where the quoted rate(s) of any item(s) is abnormally high, the Contractor shall provide the Nodal Officer or his nominee with a detailed cost breakdown of such rate in the bill of Quantities.

5.00 FILES AND RECORDS :

The section shall maintain files and records covering the following subjects.

- a) Budget file.
- b) Contract wise file, from proposal note to final bill/completion report.
- c) Register of contractors.
- d) Contract issue register.
- e) Measurement Books.
- f) Progress Report File.
- g) Tender Receipt Register.
- h) Hindrance Register (Clause No. 3.10.10)

6.0 LIQUIDATED DAMAGES:

- a) In case of delay in completion of the Contract, Liquidated Damages (L.D.) may be levied at the rate of ½ (Half) % of the contract price per week of delay for uncompleted/balance part of contract quantity, subject to a maximum of 10% of the Contract price.
- b) However, the C.M.D., may at his discretion, allow further extension of time, with or without levying of L.D.
- c) The C.M.D., if not satisfied with the progress of the work and in the event of failure of the Contractor to recoup the delays, in the mutually agreed time frame, may terminate the Contract and in such an event The Company shall be entitled to recover L.D. up to 10% of the Contract value and forfeit the Security deposit made by the Contractor, besides getting the work completed by other means at risk and cost to the Contractor.

7.0 ARBITRATION:

Any dispute of difference under or arising out of or in respect of the agreement/work order shall be settled through mutual discussion. If matter is not resolve in mutual discussion then same shall be referred to the Chairman-cum-Managing Director of MOIL, MOIL Bhawan, 1-A Katol Road, Nagpur-13 or his authorised representative as sole arbitrator and the decision of sole arbitrator on the matter in dispute shall be final and binding on the contractor and the company. The arbitrator shall enter the reference and conduct his proceeding according to provision of the Arbitration & Conciliation Act 1996.

The arbitrator shall be competent to decide whether any matter of dispute or difference referred to him, falls within the purview of the arbitration, as provided for above.

There will be no objection to any such appointment that the person appointed is or was any employee of MOIL and that he had to deal with the matter to which the agreement relates and that in course of his duties as such employees of MOIL he has expressed views on all or any of the matter in dispute or difference. It is a term of

this agreement that event of such an arbitrator, to whom the matter is originally referred by the CMD, MOIL, at the time of such transfer, vacation of office or inability of the arbitrator to act, shall appoint another person to act as an arbitrator. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. The cost in connection with the arbitration shall be in the discretion of the arbitrator, who may make a suitable provision for the same in his award.

8.0 FORCE MAJEURE CLAUSE:

A. if in the event the agency to the contract is prevented from discharging its/their obligations under the contract by reason of one or more of the events such as arrest(s), restraint(s) by Government or people, blockade (s), revolution(s), insurrection(s), mobilization(s), strike, block-out(s) blockade (s) civil commotion(s), riot(s), accident(s), scarcity/insufficiency of supply of wagons by Railways, preventing or delaying the loading of ores, Govt. requisition, Govt. order or statutory action or natural calamity or act(s) of God or any cause of whatever nature or description beyond the control of the company, then the agency shall have no claim whatsoever, against the company for any loss, damage caused to the agency by such reason.

On the occurrence of any of the force Majeure condition, the party concern shall notify the company in writing of such occurrence within 10 days of occurrence stating their in the date of occurrence of Force Majeure disability, by registered letter duly certified by statutory authorities. The agency shall resume the work as soon as practicable after such eventuality has ceased to exist of which the company shall be the sole judge. In the event of delay lasting over one month, if arising out of Force Majeure, both parties shall discuss and agree upon an equitable solution for termination of the contract, or other course of action to be adopted mutually.

B) For delays arising out of Force Majeure, the bidder will not claim extension in completion due for a period exceeding the period of delay, attributable to the causes of Force Majeure and neither the Company nor the bidder shall be liable to pay extra costs, provided it is mutually established that Force Majeure condition did actually exist.

9.0 The terms & conditions mentioned in this manual under heading Part I (B) shall also the part of this contract manual.

10.0 INTEGRITY PACT:

In compliance to guidelines of the Central Vigilance Commission, for contract works exceeding Rs. 15 (fifteen) crores, an Integrity pact shall be signed between the Contractor and MOIL. The format of the pact is as under:

INTEGRITY PACT

On this _____ day of _____ 2007, at Nagpur, in presence of following two witnesses, this Integrity Pact is being executed between:

Manganese Ore (India) Ltd. hereinafter referred to as “The Principal / MOIL” and _____ hereinafter referred to as “The Bidder/Contractor” (which expression shall include all its partners/directors, agent, representative, servants, sub contractors, (whatever permitted/permissible) & successor in interest etc. including all person claiming through it)

Whereas, it has been directed by the Ministry of Steel, New Delhi and Central Vigilance Commission, New Delhi that Government of India undertakings shall execute Integrity Pact with the Contracting Parties/bidders in all the forthcoming Contracts/Tender Processes above prescribed/specified value of Rs. 15 Crores, it is necessary to execute Integrity Pact between such parties. Pursuant thereto, the present Integrity Pact is being executed.

The terms and conditions of the Integrity Pact are as under:

Commitment of MOIL **Section – I**

Being the Principal, MOIL commits itself steps take all necessary steps to prevent corruption & unethical practices and bring transparency in all the processes through the following commitments:-

- A) No official of the Principal (MOIL), personally or through family with accept or demand any gratification, for which he/she is not entitled from any of the counter/contracting parties.
- B) The Principal (MOIL) during the tender process, will treat all the bidders/tenderer equally and provide level playing fields to all.
- C) The Principal (MOIL) commits to provide to all bidders the same information.
- D) The Principal (MOIL) will not make available any confidential information to any of the bidder which will give him an edge over the others.
- E) The Principal (MOIL) will make public the details of contract awarded.
- F) The Principal (MOIL) will exclude any of the officials who is found prejudiced or have conflict of interest in dealing with the bidders.
- G) The Principal (MOIL) will take appropriate disciplinary action, as per the prescribed Rules, against its officials if found guilty of breach of commitment. Commitment of Bidders.

Commitment of Bidders

Section – II

The Bidder/Contractor commits himself to take all necessary measures not to involve in any type of corrupt practice during the Tender Process as well as Execution of the Contract including the following :-

- A) The Bidder/Contractor will not offer or promise to offer to any of the MOIL's employee the gratification/benefit for which he/she is not legally entitled to get undue favour/advantage or information related to Tender Process or during Execution of the Contract.
- B) The Bidder/Contractor will not enter into Agreement with other Contenders/Contractors to derail/disturb fair Tender Process like price fixing or other unethical understanding like Cartel Formation.
- C) The Bidder/Contractor will not pass on to others the Confidential Information provided by MOIL as a part of Tender Documents/Contracts.
- D) The Bidder/Contractor will not disclose about all the payments made to the Agents/intermediaries, wherever such arrangement is permissible, in connection with the award of Contract/Tender Process.
- E) The Bidder/Contractor will immediately inform MOIL, if asked to pay any illegal gratification or bribe, in violation of this Integrity Pact, by any of MOIL's employee or comes to know any illegal payment made to any of the employee. The Bidder/Contractor will not do any Act, by way of commission or omission which may defeat the spirit behind the present Integrity Pact.

Violation and Penalties

Section – III

The Bidder/Contractor, if found to violate the clauses of the Integrity Pact, will be liable to the following penalties:-

- A) MOIL will be entitled to disqualify the Bidder/Contractor from the tender process.
- B) If after the award of contract, the bidder is found guilty of breach of the Integrity Pact, the MOIL will be entitled to terminate the contract.
- C) The MOIL will have right to disqualify the default Bidder/Contractor for participation in future contracts of the Principal (MOIL) for a certain period or black list it permanently depending upon seriousness of offence.
- D) The MOIL, if the contract is terminated due to violation of the Integrity Pact on part of Bidder/Contractor, will be entitled for material damages as decided by the MOIL Management and will be binding to all. The Principal (MOIL) will also have right to forfeit the Security deposit.
- E) The CMD of the Principal (MOIL) will be the final authority in respect of the aforesaid clauses of Violation and Penalties. The decision taken by CMD of the Principal (MOIL) shall be final and acceptable and would not be amendable to any challenge.

Independent Monitor

Section – IV

- A) CMD, of the Principal (MOIL) may/will appoint Independent Monitor who are suitable qualified and experienced and are of impeccable integrity to oversee the implementation of the Integrity Pact in cases wherever he feels necessity to do so. The decision taken in this behalf by CMD, MOIL shall be final and conclusive and will be agreeable to both the parties. Such decision, about the appointment of Independent Monitor shall not be amendable to challenge on any ground whatsoever. The Independent Monitors will be non-salaried having voluntary status and will have benefits of Independent Directors.
- B) The Independent Monitors will not have administrative or enforcement power and submit his non-binding suggestions or recommendations to the management of MOIL when he observes violation or deviation of any of the conditions of the Integrity Pact.

General Conditions

Section – V

- A) This Agreement is subject to Indian Laws. Place of execution & performance of this Integrity Pact shall be Nagpur. Any dispute arising out of the Integrity Pact shall be subject to exclusive jurisdiction of the Courts at Nagpur only.
- B) The Bidder/Contractor will undertake from all subcontractors about the commitment to implement the Integrity Pact in letter & spirit and submit to MOIL the said undertakings before sub-contracting the work wherever permitted.
- C) The Bidders/Contractors, who do not sign the Integrity Pact, will not be entitled to participate in the Tender Process or continue with the contract.
- D) The Agreement will commence into force when MOIL & the Bidder/Contractor sign it and it will come to end twelve months after the last payment.
- E) If the Bidder/Contractor is a Partnership Firm or Association of Persons, the Agreement must be signed by all Partners or should be signed by his/their Authorised Representative.
- F) MOIL will periodically review the effectiveness of the Integrity Pact by conducting 360 degree review with concerned executives & Bidder/Contractor.
- G) Should one or some of the Provisions of this Integrity Pact turn out to be invalid the reminder clauses of this Agreement shall remain valid.

On behalf of the Principal/MOIL
Place :
Date:
Witness No.1 _____
Designation/Occupation _____

Address :

On behalf of Bidder/Contractor
Place :
Date :
Witness No. 2 _____
Designation/Occupation _____

Address :

ANNEXURE – A-1

(A-1) INVITATION FOR PRE-QUALIFICATION:

- 1) MANGANESE ORE (INDIA) LTD., hereinafter referred to as "the COMPANY" intends to pre-qualify Contractors / Firms for the following Works / Contracts likely to be taken up during the next two years:

- 2) It is expected that the Bids will be invited in due course of time.
- 3) Pre-qualification is open to Firms / Companies / Individuals. Applications may be made for pre-qualification for one or more of the above Contracts.
- 4) Eligible applicants may obtain the pre-qualification documents by calling, writing or faxing.
- 5) The request must clearly state "Request for Pre-qualification Documents for _____ (Reference to and Name of the work and group of mines)". The documents are available for a non refundable fee of Rs.50.00 (Rupees Fifth only). The non-refundable fee may be paid in cash or in the form of Demand Draft / Pay Order in the favour of "Manganese Ore India Limited", payable at Nagpur. The applicant may collect the documents in person or through an authorised agent.
- 6) Submission of Application for Pre-qualification must be made in sealed envelopes, which must be either delivered by hand or by registered mail to

not later than ----- hours on ----- date and clearly marked: "APPLICATION FOR PREQUALIFICATION FOR _____ (Name of the work, reference to work and place of work).

Documents received late will not be considered.

- 7) The applicants shall be informed, in due course, of the result of their applications.
- 8) The information as required under enclosed Annexure A(2) shall be furnished by the tenderer.

ANNEXURE A-2

(A - 2) GENERAL INFORMATION ABOUT THE TENDERER:

- 1) Name of the applicant, his :
Nationality and full address
- 2) Whether the applicant is a :
proprietary firm / private
or public company / Hindu
Undivided Family Individual
or a Registered Partnership
Firm. (Attested copies of deeds
or Articles of Association
to be enclosed of partnership
Firm / Company)
- 3) Telex and Telephone No. :
(Registered Office and Residence)
- 4) Name of the person holding :
The Power of Attorney, and
his Nationality with his/her
liabilities (attested copy
of the Power of Attorney
to be enclosed).
- 5) (a) Names of Partners, their :
present nationality with
their liabilities (Attested
copy of Partnership Deed to
be enclosed).
(b) Name and address of the
Directors of the Firm/company.
- 6) Name of Bankers and their :
full address/Telephone No./fax.
- 7) Present place of business. :
- 8) Present type of business and :
the value of similar jobs
carried out by them in the last
three years (Please give in separate
sheet, details of the work, the
value of the work. date of award
and completion, whether any penalties
were imposed-Details be supported
with copies of work orders /
Completion reports etc.)
- 9) Details of any previous Licence :
Registration with the regional
Labour Commissioner where applicable.

- 10) Whether the tenderer has registered himself in any other Public Undertakings and State/Central Govt Organisations for similar type of works ? If so, photocopy of such registration may be furnished. :
- 11) Whether the tenderer or any of his partners is a dismissed/retired Government servant/employee of MOIL or any other Public Sector Undertaking ? If yes, please give details. :
- 12) Whether the tenderer has quoted for or been awarded any contract of similar nature with any other Company/Undertaking etc. If so, please furnish details of current contract commitments. :
- 13) Has the tenderer or any of his partners or shareholders been blacklisted or removed from the approved list of contractors, or demoted to Lower Class or orders passed banning/suspending business etc. by any Govt. Department/ Private companies etc. in the past ? Is there any case of litigation pending? If yes, please give details. :
- 14) Income tax clearance certificate to be attached and details of PAN may be furnished wherever necessary. :
- 15) Whether solvency certificate from the bankers attached. :
- 16) Copy of the works contract Act registration has to be attached to the tender document for works in Maharashtra without which the Registration will be liable to rejection (wherever necessary). :
- 17) Statement showing the financial capability of the Firm/ Company Individual/ HUF for the last 3 years under the following headings: :

- a) Total assets.
- b) Current assets.
- c) Total Liabilities.
- d) Current Liabilities.
- e) Turnover.
- f) Profits before taxes.
- g) Profits after taxes.
- h) Sources of financing.

Note: The Certificate of Chartered Accountant regarding the correctness of the above figures or the audited BALANCE SHEET may be enclosed (where ever Necessary).

- 18) Technical capability :
- a) Details of equipment and its ownership and location, status etc.
 - b) Details of technical personnel and their experience in the works.
 - c) No. of years of Experience as a Contractor.

N.B.

- i.) In case the tenderer does not have a valid licence at the moment, he will have to, in case the contract is awarded to him, obtain and produce such licence before award of work wherever necessary.
- ii.) In case of failure of the contractor to maintain a valid licence during the period of operation of this contract, he will render himself liable for immediate termination of the contract without any compensation, apart from being called upon to bear the burden of penalties, if any, that may be imposed by the concerned labour authorities.
- iii.) The Company's decision as regards the capability and capacity of a tenderer to satisfactorily handle the work is final.
- iv.) The company reserves its right to reject or accept the application of any/all tenderers or the process of registration. In such cases the company shall neither be answerable for any such actions nor be under any obligation to inform the applicant about the reasons there of.
- v.) Failure to provide any information which is essential to evaluate applicants capability may result in disqualification of the applicant.
- vi.) Separate statement may be used wherever necessary.
- vii.) Photostat copies of documents should be furnished, wherever necessary.

DECLARATION

- I. I/We certify that I/We did not retire as an employee(s) of MOIL or any other Public Sector Undertaking during the last 3 years. I/We also certify that I/We have neither such a person under my/our employment nor shall I/We employ any such person within two years of his retirement from MOIL or any other Public Sector Undertaking except with the prior permission of MOIL.
- II. I/We certify that none of the partners/Directors retired as an employee of MOIL or any other Public Sector Undertaking during the last two years. I/We also certify that in case if any such person is to be inducted by us as Partner/Director prior permission of MOIL will be obtained.
- III. I/We also certify that we do not have in our employment any person dismissed from service by MOIL or any other Public Sector Undertaking. In case such a person is proposed to be employed by me/us in future, prior permission of MOIL would be obtained.
- IV. I/We declare that I or none of our partners are relatives of any EXECUTIVE working in Manganese Ore (India) Limited.
- V. I have read the above instructions as well as the contents of Part-I of the tender and understood the same. In acceptance thereof, I sign hereunder:

Full Address:

Authorised Signatory

Date: _____

ANNEXURE – B

COMMERCIAL COMPARATIVE STATEMENT FOR PART- I OF TENDER

Tender Enquiry No. : _____

Name of Work : _____

Sr. No.	Requirements as Tender Document	M/s. X	M/s. Y	M/s. Z
(A)	QUALIFYING CRITERIA			
1	List of similar works with value, which have been executed during last three years with certificate from concerned authority. (Similar works of at least 30 % of the value of the present tender in a single contract)			
2	Turn over for last three years. (The party's turn over for the last three years should be at least two times the value of the present tender.)			
(B)	OTHER INFORMATION			
1	Solvency Certificate from Bankers for value not less than Rs. _____.			
2	Valid Income Tax Clearance / Return			
3	Balance sheet for last three years			
4	Profit & Loss Account for last three years			
5	List of equipments, which will be used by the contractor for execution of works			
6	Details of E.M.D. a. Amount of EMD deposited b. Cheque/DD No. & date c. Name of Bank & Place			
7	Signed copy of NIT as token of acceptance.			

1. _____ 2. _____ 3. _____

(Signature of Committee Members)

ANNEXURE – C

**Manganese Ore (India) Limited
3, Mount Road Extension,
Nagpur**

No.DF/5(15)/95-96/60B

Dated 2.5.1995

DIRECTOR (FINANCE)'S INSTRUCTIONS:

Subject: Submission of Contractors bills to H.O. - procedure thereof.

At present, Contractors' bills are prepared by MOIL employees located in the Mines in a register for every contract separately. The bill register is then submitted to Corporate Finance at Nagpur, along with a typed copy of this registered bill. Other supporting papers/documents are also enclosed. The bill register is signed by the Contractor or his agent, Mine Manger and Account Officer of Mine but the bill is not raise the bill for work done or supply made by them. Further certain basic requirements such as W.O. No. Amendments if any, work quantity awarded and executed so far, time allowed with extension grated etc. are not readily available on the bills resulting in delays in passing of bills and return of the bills register to Mine.

In future, in respect of every contract work for services/production/supply the contractor would raise the bill as per the specimen form enclosed at Annexure I(a) & (b).

The bill will be submitted to the Mine in triplicate. These bills will be on the contractor's usual commercial bill from bearing serial number, date of issue, Sales-tax Registration Nos., Work-order number, authorising the contractor to undertake the work etc.

ANNEXURE – D

The monthly progress report shall be sent to concerned HOD / functional Director in the following proforma, by the mines, through respective Mine Manger/Project In-charge/Engineer in-Charge.

**STATEMENT SHOWING THE PROGRESS OF VARIOUS CONTRACTS WORKS
AS ON _____ FOR THE MINE _____.**

S.No.	Category	Budgeted		Awarded		Completed		Work in Progress		Reasons for Backlog/ Delay
		Nos.	Amt	Nos.	Amt	Nos.	Amt	Nos.	Amt	

CAPITAL WORKS:

Civil works

Project-works (Name wise)

Technical Electrical

TOTAL (CAP) :

REVENUE WORKS:

Civil :

Technical :

Electrical :

Mining :

Development(U/G) :

Development(O/C) :

Total (Rev) :

Grand Total :

Note: Work wise details in the above proforma are enclosed.

ANNEXURE “E”

Hindrance Register should be maintained to records of hindrances occurred during the contract period. The hindrance register shall be authenticated & pre-numbered by concerned officer In-charge. Format of hindrance register shall be as below.

Sr. No.	Nature of Hindrance	Date of Occurrence	Date of Removal	Overlapping Period	Sign. of MOIL Agency	Remark
---------	---------------------	--------------------	-----------------	--------------------	----------------------	--------

Page No.

Authenticated by

ANNEXURE –I (A)

Name & Address of the Contractor

(Contractor's Letterhead or printed bill format if exists)

Bill No. : Contract No. :
Date E.M.D. deposited : Date :
S.D. : Accommodates No. & Dates :
Period of the contract : Name of the Mine :
Total value as per contract : Total value till provision bill :
Schedule date of completion : Actual Date of completion :

Sr. No.	Sr. No. as per Contract	Particulars of work order	Qty. upto this bill	Qty. previous bill	Qty. this bill	Rate	Amount
---------	-------------------------	---------------------------	---------------------	--------------------	----------------	------	--------

(as per joint Measurement
Book No.____ Page No.____)

Total :

Less :
Deduction :
Security Deposit :
Other recoveries
for
Cement:
Steel:

Income-Tax :
Surcharge :
Total Deductions :

Net Amount :

ANNEXURE – I(B)

BILL FORMAT FOR SUPPLY OF MATERIAL BY CONTRACTOR

Name & Address of the Contractor
(Contractor's Letterhead or printed bill format if exists)

Bill No. :
Date :
Supply for the month :
Period of the contract :
Total value till previous bill :
Actual Date of completion :
Delivery Challan No. & Date :

Sr. No.	Sr. No. as per Contract	Particulars of work order	Qty. up to this bill	Qty. previous bill	Qty. this bill	Rate	Amount
----------------	--------------------------------	----------------------------------	-----------------------------	---------------------------	-----------------------	-------------	---------------

Total :
Add Sales-Tax :

Total :

Less Deductions :
Security Deposit :
Income-Tax :
Surcharge :

Total Deductions :

Net Amount :

Authorised Signatory

ANNEXURE – II
(to be submitted with Part I)

DETAILS OF PREVIOUS EXPERIENCE OF SIMILAR WORKS

Sr. No	Mine / Organisation	Quantum of Work	Value of work (Rs.)	Duration of work		Whether completed or in progress	Delay, if any from schedule completion date	Penalty / Bonus if any	Whether it was supply of equipments of hire of outright execution	Remark
				From	To					

Authorised signatory of the Contractor

Full Address

Dated:

ANNEXURE - III

MANGANESE ORE (INDIA) LIMITED

BILLS APPROVAL MEMO

Mine _____

Ref. No. _____

Date : _____

**To,
Chief (Finance)
Manganese Ore (India) Limited
West Court, Nagpur.**

Subject : Contractors Bills.

Dear Sir,

Following bills for the month of _____ are forwarded herewith, duly approved for passing and payment.

1. Name of Contractor :
2. Particulars of work :
3. W.O.No. and date with amendment, if any :
4. Contractors bill No. and date :
5. Period of work :
6. Gross amount verified for : Rs. _____
Deductions : Rs. _____
Net amount : Rs. _____

(in figures only net amount) Rupees _____

7. Details of enclosures (Strike off whichever is not required)
 - a. Joint measurement Books:
(Railing, Transport, Secondary Recovery
Filling, timber, development, Civil etc.)
(Refer to M.B. No. ____ Page No. ____ to _____,
Duly signed by Contractors and mines representatives)
 - b. Analysis reports for size and chemical composition with
Certified summary thereof, if any, for Secondary
Recovery ore etc.

Contd.....

- c. In case of final bill for civil construction - Certificate in the form as per Sr. No.3 of circular No.CF/PA/Construction/Gen/94-95/7958-B DT. 22\11\94 (copy reproduced below)
- d. Goods received notes for supply of Timber etc. G.R. No and date.
- e. Summary of item wise quantities and value of GRS as at (d) above.

Signatures of

Finance Officer Project Engineer Surveyor Mine Manager
_____ **Mine**

Certified that:

- The work has been completed satisfactorily.
- The work has been completed on _____ within the schedule date being _____ of sanction of competent authority has been obtained for completion of work by _____.
- The total cost of cement supplied for the works has been recovered and Empty current bags have since returned by the contractor and have been accounted for the Mine stores.
- There are no outstanding against the contract on any account which is to be recovered in the bill.

Project Engineer

Mines Manager
_____ **mine.**

Format of

LETTER OF ACCEPTANCE

(On the letterhead paper of the Employer)

Date: _____

To: _____
(Name and address of the Contractor)

Dear Sirs,

This is to notify you that your Bid dated _____ for execution of the _____ (Name of Contract and identification number, as given in the instructions to Bidders) for the contract price of Rupees _____ (amount in words and figures) as corrected and modified in accordance with the instructions to Bidders is hereby accepted by our Agency.

We accept / do not accept that _____ be appointed as the Conciliator 2.

You are hereby requested to furnish Performance Security, in the prescribed form for an amount of Rs. _____ within 21 days of the receipt of this letter of acceptance valid up to 28 days from the date of expiry of taking over certificate subject to removal of defects period i.e. up to _____ and sign the contract, failing which action of cancellation of the award of work and forfeiture of the Bid Security shall be taken.

Please acknowledge receipt.

Yours faithfully,

Authorised Signatory

Name and Title of Signatory
Name of Agency

Format of
ISSUE OF NOTICE TO PROCEED WITH THE WORKS
(Letterhead of the Employer)

_____ dated

To

_____ (Name and address of the Contractors)

Dear Sirs,

Pursuant to your furnishing the requisite security as stipulated and signing of the contract for the implementation / construction of _____ a Bid price of Rs. _____ you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully

(Signature, name and title of
the signatory authorised to sign
on behalf of Employer)

Format of
AGREEMENT FORM
AGREEMENT

This agreement made the _____ day of _____ to
_____ between _____ (name
and address of Employer) (hereinafter called “the Employer”) and
_____ (name and address of Contractor) (hereinafter called “the Contractor” or the
other party).

Whereas the Employer is desirous that the Contractor executes

_____ (Name and Identification number of Contract) (called “the
works”) and the Employer has accepted the Bid by the Contractor for the execution and
completion of such Works and the remedying of any defects therein, at a contract price of
Rs.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall assume the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy the defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and Completion of the Works and in the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, Viz;
 - i.) Letter of Acceptance;
 - ii.) Notice to proceed with the works;
 - iii.) Contractor’s Bid;
 - iv.) Contract Data;
 - v.) Conditions of contract (including Special Conditions of Contract);
 - vi.) Specifications;
 - vii.) Drawings;

- viii.) Bill of Quantities; and
- ix.) Any other documents listed in the Contract Data as forming part of the contract.

In witness whereof the parties have caused this Agreement to be executed the day and year first before written.

The Common Seal of -----
-----was hereunto
affixed in the presence of:

Signed Sealed and Delivered by the said:-----

Binding Signature of Employer-----
Binding Signature of Contractor-----

In the presence of

TENDER DOCUMENT (OPEN TENDER)

T. E. NO.

Date _____

MANGANESE ORE (INDIA) LIMITED

P A R T - I (A)

DEFINITION & INTERPRETATIONS

In the contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them, except otherwise specified.\

- 1) The "COMPANY" shall mean Manganese Ore India Limited., incorporated in India, having their registered office at MOIL Bhawan, 1-A, Katol Road, Nagpur 440013 and hereinafter referred to as MOIL.
- 2) "THE CHAIRMAN CUM MANAGING DIRECTOR" : shall mean the Chairman & Managing Director of MOIL, or his successors in office, as designated by the Company.
- 3) "THE CONTRACTOR" shall mean the person or persons , Firm or Company whose tender has been accepted by the Company and includes the contractor's legal representative, his heirs successors and assignees.
- 4) "EXCAVATION" shall mean and include all works to be executed in accordance with the contract and shall include all activities such as site preparation, loading & transportation, and unloading at specified locations in the waste dumps.
- 5) "CONTRACT" shall mean the agreement between the Company and the Contractor for the execution of the works included therein, all documents such as the invitation to tender, instructions to tenderers, general conditions of the contract, time schedules of completion of jobs, drawings, awarding the work etc.
- 6) "CONTRACT DOCUMENT" shall mean collectively the tender documents designs, drawings, specifications and any other documents constituting the tender.
- 7) "TEMPORARY WORK" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the works.
- 8) "SPECIFICATIONS" shall mean all directions, written or verbal by the authorised representative of MOIL various technical specifications, provisions and requirements attached to the contract.

- 9) "PLANS" shall mean and include all maps, sketches, layout and section as are incorporated in the contract in order to define broadly the scope and specifications of the work or works and all reproductions thereof.
- 10) "SITE" shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Company for the purpose of contract.
- 11) "NOTICE IN WRITING OR WRITTEN NOTICE" shall mean a Notice in written, typed or printed characters sent to the registered office of the addressee and shall be deemed to have been received in the ordinary course of post by which it would have been delivered.
- 12) "THE COMPLETION CERTIFICATE" shall mean the certificate to be issued by the designated Mine Manager or his nominee, when the works have been completed to his satisfaction.
- 13) "BANK CUBIC METERS" shall mean the volume of rock in-situ, without being disturbed.
- 14) "THE APPOINTING AUTHORITY" for the purpose of arbitration shall be the Chairman and Managing Director or any other person so designated by him.
- 15) "THE ACCEPTING AUTHORITY" shall mean the Chairman cum Managing Director of Manganese Ore India Limited or his authorised representative.
- 16) "LETTER OF INTENT" shall mean an intimation by a letter to tenderer that the tender has been accepted in accordance with the provisions contained in the letter.
- 17) "MINE MANAGER" shall mean Chief Engineer (Mines) / Dy. Chief Engineer (Mines) / Sr. Manager (Mines) etc., designated and authorised to work as a Mine Manager of the respective mine, in terms of the Mines Act.
- 18) "WORK / WORKS" shall mean the works to be executed, in accordance with the Contract and shall include all extra or additional, altered or substituted works, as required, for the performance of the Contract.

Name & Address of Party, to whom the tender documents were issued: _____

MANGANESE ORE INDIA LIMITED

PART I (B)

TENDER FOR _____ AT _____ MINE

1. Sealed tender with name of work superscribed _____
_____ are invited from appropriate class of contractors of the MES/CPWD/PWD of Maharashtra State / M.P. State/Public Sector Undertakings/Semi or Quasi Govt. Organisation/Reputed Private Sector having experience in similar nature of works at least for a period of 3 years. The tenders will be received at the office of the -----, Manganese Ore (India) Ltd., Nagpur. up to _____ Hours on _____.

All the limited tenders / PART I of two bid tenders will be opened at _____ Hours on _____, in the presence such of those tenderers or their authorised representative, as desire to be present at the schedule time.

The PART II, in case of two bid tenders shall be opened on a date, to be intimated, to only those Contractors, who qualify the conditions of PART I. The Company's decision, in this regard, shall be final and binding.

2. The work is estimated to cost Rs. _____ approximately.
3. The tenders shall be submitted in the prescribed form.
4. The works are required to be completed within _____ months from the date of the work order, allowing a mobilisation period of 15 days or from the date of handing over of the site, by the Mines Manager, whichever is later.
5. The Competent Authority shall be the Accepting Officer, hereinafter referred to, as such, for the purpose of this contract.
6. Tender documents, consisting of plans, specifications, schedule(s) of quantities of the various classes of works, to be done, the conditions of contract and other necessary documents are attached with the tender.
7. Tenderers are advised to inspect and examine the site and the surroundings and satisfy themselves before submitting their tenders, as to the nature of the ground / dump and sub soil (so far as is practicable), the form and nature of the site, the means of access to the site the accommodation they may require and in general shall themselves obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of site, whether he inspects it or not and no extra charges, consequent upon any misunderstanding or otherwise shall be allowed.
8. Submission of the tender by a tenderer shall imply that he has read this notice and all other contract documents and has made himself aware of the scope and specification of

the work to be done and of conditions and rates at which stores, tools and plant items etc. if any, will be issued to him, by the Company/Corporation and local conditions and other factors bearing on the execution of the works.

- 9. ISSUE OF STORES:** Normally no materials shall be supplied from the Stores, but in case the same are supplied by the Company, at its discretion, from any of the available materials in the store, the same shall be at actual cost +25% administration and handling charges, unless specifically specified otherwise.

Cement shall be issued at a cost of Rs. _____ per bag. The empty cement bags shall be returned by the Contractor in good condition, failing which a cost of Rs. 1.50 per bag shall be recovered from his outstanding bills.

- 10.** The tenderer should quote in figures as well as in words rate(s) tendered . The amount for each item should be worked out and the requisite total given . Special care should be taken to write rates in figures as well as in words and the amounts in figures only in such a way that any ambiguous interpretation is not possible. The total amount shall be written both in figures and in words. In case of figures, the words Rs. should be written before the figure of Rupees and the words paise after the decimal figures e.g. Rs. 2.15 p. and in case of words , the words Rupees should precede and the words paise should be written at the end. Unless the rate is in whole rupees and followed by the words only, it should invariably be up to two places of decimal.

No over writings shall be allowed. However, in case of corrections, the amount in words and figures should be cut and rewritten, duly countersigned in each case.

In case of any discrepancy in rates and amounts, the tendered unit rates only shall be taken into account for final calculations for the ranking of the tenderers.

11.

- i.) In case of open tenders, the tenderer should submit the tender in two parts i.e . Part I and Part II. Part I shall consist of general information regarding technical and commercial aspects and Part II consist of price bid only.
- ii.) Mode of submission: The tenders should be submitted in two parts viz. Part I & Part II in two separate sealed envelopes, duly super scribing the tender reference, name of work and the opening date & time. The full name and the postal address of the tenderer should be written in the bottom left hand corner on each of the sealed envelopes, duly identifying the tender enquiry. Further, envelopes containing each part shall be super scribed as under:

Part I - Technical and Commercial aspects

Part II - Price portion of the offer

Further both the envelopes containing Part I and Part II shall be put in a bigger envelope which shall be duly sealed and super scribed with the following:

- a) Tender enquiry No.
 - b) Whether the envelope contains both the part I & II - Yes/No
 - c) Name of the tenderer.
- iii.) In case of limited tenders, the tenderer shall submit the tender in one part only, incorporating the price bid too.

12. PART I will be the basis, on which a tenderer becomes qualified, to be considered for the price bid in PART II and shall consist of the following:

- a) General information about the tenderer in annexure I.
- b) Information about experience of work of similar nature, indicating the type of work executed, value of work, time period taken and the complete description of work, in annexure II.
- c) Information regarding equipments, tools etc., giving the details of the equipments, rated capacity of the equipments and other relevant details which have a bearing on the work to be executed, in annexure III.
- d) The tenderer shall submit the following documents as part of his tender:
 - i.) Power of attorney of the signatory of the tender.
 - ii.) Valid Income Tax clearance certificate in the prescribed proforma
 - iii.) Documents showing annual turnover for the past 3 years.
 - iv.) Earnest money deposit of Rs._____, in the form of bank demand draft, drawn on any scheduled bank, in favour of Manganese Ore India Limited, payable at Nagpur.

13. PART II portion shall consist of price bid only. While quoting the price under this part, the tenderer shall specifically confirm that the prices, as quoted, in this part are for the scope of work, detailed in the technical specifications of the tender document.

14. In case of item rate tenders, rates quoted shall be considered. Further, rebate/discount if any may be included in tender documents and will be considered for comparative statement. Corrections, if any, shall be duly authenticated by countersignature.

In case of any discrepancy of discount / rebate, the % age offered or amount calculated thereof (in words / figures), whichever is higher, shall b e taken into account for finalisation of the tender.

15. The tenders for the works shall not be witnessed by the contractor or contractors who himself /themselves has/have tendered or who may have tendered for the same works. Failure to observe this condition shall render the tender of the contractor, tendering as well as of those witnessing the tender, liable for rejection.
16. The tender shall be accompanied by Earnest money of Rs. _____ in the form of Demand Draft /pay order, issued in favour of Manganese Ore India Limited, on a Nationalised Bank or any Scheduled Bank.
17. On acceptance of tender, earnest money will be treated as part of the security deposit.
18. Manganese Ore India Ltd. does not bind itself to accept the lowest tender and Reserves the right to accept/reject and/or split any or all tenders, without assigning any reasons, whatsoever.
19. The tenderers are advised to submit quotations based on the terms and conditions and specifications contained in the tender document and not to stipulate any condition of their own. Any tenderer doing so shall be at his own volition and may render the tender liable for rejection.
20. Late or delayed tenders i.e. tenders received after the stipulated time shall not be entertained, irrespective of reasons thereof.

21. Security Deposit:

- I. a) The tenderer whose tender is accepted shall permit the Company at the time of making any payment to him, for work done under the contract, to deduct towards Security Deposit an amount equal to 10% on the first Rs.1.00 Lakh, 7.5% on the next Rs. 1 Lakh and 5% on the balance of the gross amount of the bill, till the total sum, so deducted, amounts to the stipulated security deposit i.e. 5% of the value of the work order.

b) The Security Deposit shall be held by the Company until three months after the completion of the work and shall be refundable to the Contractor on demand and only after adjusting any amounts that may be due to the Company, from the Contractor. The security deposit shall not bear any interest.
- II. For capital project works, the successful tenderer shall submit the security deposit of 5% only of the total contract value within 7 days after signing of contract in the form of Bank Guarantee from Nationalised/Scheduled bank in favour of MOIL, Nagpur and the same shall remain at the disposal of the company as security till the satisfactory execution & completion of the work in accordance with provision of contract.
- III. Security deposited will be returned to the contractor after successful completion of final acceptance by MOIL. Bank Guarantee will be extended by contractor, if completion of work delayed for any reason whatsoever.

- IV. Without prejudice to its right of indemnity for all statutory and financial liabilities, the Company reserves the right to forfeit in full or in part, the Security Deposit, in the event of non performance / non compliance with any provisions of the Contract, by the Contractor, other than Force Majeure reasons.
22. The Company shall return the earnest money where applicable to every unsuccessful tenderer only after final decision on the award of the tender has been taken.
23. The tenderer shall submit the tender satisfying each and every condition laid down in the notice, failing which, the tender will be liable to be rejected. All the columns in schedules/proformas shall be duly filled-in. In case any significant column is found blank, the T.P.C. may seek clarification from the tenderer.
24. i) The Company reserves the right of accepting the tender either in whole or part, and the tenderer shall be bound to execute the same at his quoted rates.
- ii) The Company also reserves the right to relax the qualifying requirements, in the deserving cases.
25. Any tax, leviable in respect of this contract shall be payable by the contractor and the Company will not entertain any claim whatsoever in this respect.
26. Every page of the contract document shall be signed by the tenderer.
27. On completion of the work, all rubbish, brick-bats etc. shall be removed by the contractors at their own expenses and the site cleaned and handed over to the Company.

NON SCHEDULE ITEMS OF WORKS :

28. During the execution of the works in the event of certain changes or alterations of the drawings or specifications or certain items being added or deleted from the original schedule, it shall be binding on the contractor to execute these works as per directions at such rates, as may be computed and fixed by the Company.
29. Any conditional tender is liable to be rejected summarily.

30. VALIDITY OF OFFER :

- a) Each tenderer shall keep his offer open for a period of at least six months from the date of opening of the tender and in the event of the tenderer withdrawing the offer before the aforesaid period, for any reason, whatsoever, the earnest money deposited by the tenderer may be forfeited.
- b) **ADVANCE PAYMENT:** At the discretion of CMD, an amount of up to 10% of the contract value may be given to the contractor at the prevailing rate of interest, as mobilization advance. Its recovery shall start when 15% of the work is executed and shall be completed by time 80% of the original contract price is executed. No interest free advance shall be given to the contractor. However, in consideration of

the exigencies the same may given only after it is approved by the Board of Directors of the company.

31. **SUB LETTING** : The Contractor shall not sublet or assign to any party or parties, the whole or any portion of the work, under the contract, without the written permission of the Employer. The Employer may grant such permission, only after ascertaining that the work for Sub Letting is of technically superior nature, necessitating an expert agency, adept in such works.
32. The successful tenderer shall arrange to obtain the appropriate licence of the Competent Authority under the Contract Labour (Regulation & Abolition) Act. 1970 within fifteen days of the placement of the work order.
33. Canvassing in connection with the tender, in any form is strictly prohibited and the tenders by such contractors who resort to canvassing, will be liable to rejection.
34. If the contractor during the currency of contract, employs apprentices for specified periods, the permission for the same should be obtained, in writing from the Mines Manager or his authorised representative. The contractor shall train them, as required, under the Apprentices Act. 1961 and shall be responsible for all the obligations of the employer under the Act, including the liability to make payment to apprentices, required under the Act.
35. Requisite deduction shall be made from the bills towards Income Tax at the rate of 2 % or as per the rates, as applicable from time to time.
36. The rates must be inclusive of all taxes payable against the State Govt./Central Govt., statutory notification, wherever applicable.
37. No escalation will be payable, as a result of State/Central Govt. notification or any other account, during the currency of the contract, unless specifically provided for, in the contract.
38. In case of contracts for civil works, exceeding Rs. Five Lakhs, the contractor whose tender has been accepted, shall execute an agreement, in the prescribed MOIL's 'C' Form within a fortnight, of the date of communication of the acceptance of his tenders. In the event of failure to do so, the earnest money shall be liable to be forfeited.
39. **FAILURE OF CONTRACTOR** : If the Contractor fails to complete the works, and as a result, the order is cancelled, the amount due to him, on account of work executed by him ,if payable, shall be paid to him, only after due recoveries, as per the provision of contract, and only after alternative arrangement to complete the work have been made, at the price risk of the contractor.

40. FORCE MAJEURE CLAUSE :

A. if in the event the agency to the contract is prevented from discharging its/their obligations under the contract by reason of one or more of the events such as arrest(s), restraint(s) by Government or people, blockade (s), revolution(s), insurrection(s), mobilization(s), strike, block-out(s) blockade (s) civil commotion(s), riot(s), accident(s), scarcity/insufficiency of supply of wagons by Railways, preventing or delaying the loading of ores, Govt. requisition, Govt. order or statutory action or natural calamity or act(s) of God or any cause of whatever nature or description beyond the control of the company, then the agency shall have no claim whatsoever, against the company for any loss, damage caused to the agency by such reason.

On the occurrence of any of the force Majeure condition, the party concern shall notify the company in writing of such occurrence within 10 days of occurrence stating their in the date of occurrence of Force Majeure disability, by registered letter duly certified by statutory authorities. The agency shall resume the work as soon as practicable after such eventuality has ceased to exist of which the company shall be the sole judge. In the event of delay lasting over one month, if arising out of Force Majeure, both parties shall discuss and agree upon an equitable solution for termination of the contract, or other course of action to be adopted mutually.

B. For delays arising out of Force Majeure, the bidder will not claim extension in completion due for a period exceeding the period of delay, attributable to the causes of Force Majeure and neither the Company nor the bidder shall be liable to pay extra costs, provided it is mutually established that Force Majeure condition did actually exist.

41. TERMINATION OF CONTRACT:

41.1 Manganese Ore India Ltd. reserves the right to terminate the contract, in full or in part, if :

41.1.1 The Contractor defaults in proceeding with the works due to lack of diligence and/or in complying with any of the terms & conditions, stipulated in the contract.

41.1.2 The contractor fails to complete the works, as per the scheduled contract, before stipulated date of completion.

41.1.3 The contractor or Firm or any of the partner represented by the contractor, in the subject contract is adjudged as Insolvent by the concerned authority.

41.1.4 The contractor assigns/transfers/sub-lets the entire work or a portion thereof without the approval of the Accepting authority.

41.1.5 The contractor offers to give or agrees to give, in person of the Company's service or gift or any other consideration, as inducement or reward for seeking benefits in the contract

41.2

- 41.2.1** Termination of the contract in full or part - The officer in charge shall determine the amount, if any that is recoverable from the Company, for the completion of the work, together with penalties and loss or damage, suffered by the Company as a result of the above termination.
- 41.2.2** The amount so worked out by the officer in charge, shall be recovered from moneys, due to contractor, on any account and if such moneys are not sufficient the contractor shall be called to pay the same within 30 days.
- 41.2.3** If the contractor fails to pay to the Company, the required sum within the stipulated period of 30 days, the officer in charge shall have the right to sell part or all of the materials / plant / equipment / implements / temporary buildings etc., belonging to the Contractor and apply the proceeds of the same thereof, towards the satisfaction of any sum due from the contractor.

Any sum from the above proceeds in excess of the amount due to the Company and any unsold materials /plant, implements, temporary buildings etc. shall be repaid to the contractor, provided always that if cost or anticipated cost of the completion by the company of the work or part is less than the amount which the contractor should have been paid had he completed the work.

- 41.3** Termination of 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 a partnership concern and one of the partners dies, then unless the Accepting Authority is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in case of partnership, the surviving partners are capable of completing the contract, the Accepting Authority shall be entitled to cancel the contract, as to its uncompleted part, without the Company in any way being liable to payment of any compensation to the estate of the deceased Contractor and/or to the surviving partners.

In the event of such cancellation, the Company shall not hold the estate of the deceased Contractor and/or the surviving partners of the firm liable in damages for not completing the Contract.

- 42. FORECLOSURE:** If at any point of time, after the acceptance of the tender, the Company decides to abandon or reduce the scope of the contract work, for any reasons whatsoever, the Officer in Charge shall give notice in writing, to that effect to the Contractor and the Contractor shall have no claims to any payment, on account of compensation or on account of profit advantage, that he would have derived by way of execution of work, but could not do so, because of foreclosure.

However, the Contractor shall be paid at contract rates, full amount for works executed at site and a reasonable amount as certified by the Officer in Charge, for the

items mentioned hereunder, which could not be utilised, on the work to the full extent, because of foreclosure

- 42.1 Any expenditure incurred on preliminary site work e.g. temporary access roads, accommodation, water storage tanks etc.
- 42.2 The Co. shall decide whether to take over any of the Contractor's materials or any part thereof, whose supply was accepted at site, provided however that the Co. shall take over only such materials or part thereof, as the Contractor does not desire to retain. The cost of such materials that shall be paid to the Contractor shall take into account purchase price, cost of transportation.
- 42.3 For Contractor's materials, not retained by the Co., reasonable cost of transporting such materials from site to permanent stores of the Contractor or to his other works, whichever is less shall be paid to him.
- 42.4 If any materials supplied by the Company to the Contractor are rendered surplus, the same shall be returned by the Contractor to the Company at rates, at which they were originally issued and a reasonable cost on account of transportation from the site to the stores of the Co.
- 42.5 The Co. shall pay to the Contractor, a reasonable compensation for transfer of T & P items from site to Contractor's permanent stores or to his any other work site, whichever is less.

43. ARBITRATION:

Any dispute of difference under or arising out of or in respect of the agreement/work order shall be settled through mutual discussion. If matter is not resolve in mutual discussion then same shall be referred to the Chairman-cum-Managing Director of MOIL, MOIL Bhawan, 1-A Katol Road, Nagpur-13 or his authorised representative as sole arbitrator and the decision of sole arbitrator on the matter in dispute shall be final and binding on the contractor and the company. The arbitrator shall enter the reference and conduct his proceeding according to provision of the Arbitration & Conciliation Act 1996.

The arbitrator shall be competent to decide whether any matter of dispute or difference referred to him, falls within the purview of the arbitration, as provided for above.

There will be no objection to any such appointment that the person appointed is or was any employee of MOIL and that he had to deal with the matter to which the agreement relates and that in course of his duties as such employees of MOIL he has expressed views on all or any of the matter in dispute or difference. It is a term of this agreement that event of such an arbitrator, to whom the matter is originally referred by the CMD, MOIL, at the time of such transfer, vacation of office or inability of the arbitrator to act, shall appoint another person to act as an arbitrator. Such person shall

be entitled to proceed with the reference from the stage at which it was left by his predecessor. The cost in connection with the arbitration shall be in the discretion of the arbitrator, who may make a suitable provision for the same in his award.

44. CONSULTANTS:

- a. A firm which has been engaged by the Company to provide goods or work for the project and any of its affiliates will be disqualified from providing consultancy services for the same project. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project and any of its affiliates will be disqualified from subsequently providing goods or works or services related to the initial assignment of the same project.
- b. The consultants or any of their affiliates will not be hired for any assignment, which by its nature, may be in conflict with another assignment of the consultants.

45. INSURANCE: From commencement to completion of the works, the contractor shall have full responsibility for the case thereof and for taking precautions to prevent loss or damage to the assets at site and works under completion, as per this work order, and in case of projects, special works exceeding a cost of Rs. 50 Lakhs and above or where ever mentioned, specifically in the tender documents, the contractor will obtain an insurance policy covering all risks, damages, loss etc.

The Contractor shall provide in the names of the Employer, insurance cover from the start date to the end of the Defects liability period, in the amounts and deductibles stated in the Contract data for the following events which are due to the Contractors risks.

- a) Loss of or damage to the works, Plant and materials
- b) Loss of or damage to Equipment
- c) Loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract and
- d) Personal injury or death

Policies and Certificates for insurance shall be delivered by the Contractor to the Nodal Officer or his nominee for the Nodal Officer or his nominee's approval before the Start Date. All such insurances shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums from the Employer has paid from payments otherwise due to the Contractor or if no payment is due, the payment of the premium shall be a debt due.

Alterations to the terms of insurance shall not be made without the approval of the Nodal Officer or his nominee. Both parties shall comply with all conditions of the insurance policies.

46. **SUB - VENDER**: The contract agreement will specify major items of supply or services for which the contractor proposes to engage sub-vender. The contractor may from time to time propose any addition or deletion from such list and will submit the proposal in this regard to the officer in charge. Such approval of the officer in charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.
47. **DEVIATION**: Deviations sought by the bidder whether they are commercial or technical must only be given within the schedule, prescribed for them. Any wilful attempt by the bidders to camouflage the deviation, by giving them in the covering letter or in any other documents, than the prescribed schedules may render the bid itself non-responsive.
48. **SUB-CONTRACTING** : If a contractor submits his bid, qualifies and does not get the contract because of his being, not the lowest, he will be prohibited from working as a sub-contractor for a contractor who is executing the contract.
49. This notice of tender shall form a part of the agreement between MOIL and the successful contractor for the purpose of this contract.
50. In usual course, no machineries shall be provided to the contractor by the Company. However, in emergent situation the required machineries may be provided to the contractor for such period as considered essential by the Company and the hiring charges for the same would be recovered, on the rates determined by the competent authority.

51. STATUTORY RULES & REGULATIONS:

- a) The contractor will abide by all the laws of the land applicable to this type of job.
- b) In respect of the employees engaged by the contractor, the contractor will be “**EMPLOYER**” defined under various Acts Rules and Regulations in relation to the nature of work involved. The person engaged by the contractor for the work shall be under the contractor directly and there shall be no Employer and Employee relationship between the contractor’s employees and the company.
- c) The contractor will be responsible for payment of compensation caused to all his employees or caused by his employees/machines to others due to any incident/accident. In case of occurrence of any accident it should be brought to the notice of the Management with immediate effect.
- d) The contractor shall be solely responsible for compliance with all labour laws, Payment of Wages Act 1936, Employees Provident Fund Act, Payment of Gratuity Act 1972, Workmen Compensation Act, Works Contract Act, Sales Tax Act, Minimum Wages Act 1948, Industrial Disputes Act 1947, Contract Labour (Regulation & Abolition) Act 1970, Equal Remuneration Act 1979, Child labour (Prohibition & Regulation) Act 1986, Mines Act 1952, Mines Rules 1955, Metalliferous Mines Regulation 1961, Explosives Act, Turnover tax act (where ever applicable) and other relevant Central / State Govt. rules etc.

The Contractor shall take full responsibility for stoppage of work, as a result of non compliance to above rules and violations pointed by the enforcing agencies, thereof.

The Contractor shall, at his own cost and time, rectify all the defects / violations pointed out by such statutory authorities.

Such stoppage of work shall not be taken as a valid reason for not achieving the targets and the Company shall be free to impose penalty, stipulated, in the tender document.

The Contractor shall defend, indemnify and hold the Company harmless from any liability or penalty which may be imposed by the Central / State or local authorities, by the reasons of any assorted violation, by the Contractor and also from all claims, suites or proceedings, that may be brought against the Company.

52. FINANCIAL REQUIREMENT:

52.1 The tenderer should submit the following, along with the PART I of the tender:

- i.) Valid Income Tax clearance certificate.
- ii.) Solvency certificate from the bankers.
- iii.) Balance Sheet for the last 3 years.
- iv.) Profit & Loss account for the last 3 years.

52.2 The party will be considered for the award of the work, and for qualifying in PART-II of the tender, only if :

- a) It has carried out similar work of at least 30 % of the value of the present tender, in a single contract. The party should indicate clearly in the annexure II, enclosed to this tender, whether they fulfil this criteria.
- b) The party's turn over for the last three years should be at least two times the value of the present tender.

53. The contractor shall furnish to the Company complete information as may be required for compilation and submission of various returns/reports to different authorities from time to time.

54. The contractor shall submit the list of equipment which will be used by contractor for execution of works.

55. The contractor shall carefully read terms and conditions and the same shall be signed by him or his authorised representative, in token of acceptance of the same

56. PAYMENT OF BILLS:

- a. The running bills shall be submitted by the Contractor, normally at monthly intervals, for the work executed, as certified by the Officer - in - Charge.
- b. The final bills shall be submitted by the Contractor within 60 days of the completion of works and no further claims shall be made by the Contractor, after submission of the final bill. Any such additional bill shall be deemed to have been waived or extinguished.
- c. RTGS/e-Payment: Real Time Gross Settlement/e-Payment shall be encouraged.

Signature of the Contractor
(or his authorised representative)

For and on behalf of
Manganese Ore (India) Limited
(Authorised Signatory)

ANNEXURE I

GENERAL INFORMATION ABOUT THE TENDERER:

- 1) Name of the applicant, his nationality:
and full address
- 2) Whether the Firm is a private or Public :
Undertakings or Hindu undivided
Family, Individual or a registered
Partnership Firm. (Attested copies of
Deeds or Articles of Association /
Partnership Deed to be enclosed)
- 3) Telex & Telephone No. :
(Office & Residence)
- 4) Name of the person holding the Power :
of Attorney and his Nationality with
him/her liabilities (attested copy of the
Power of Attorney to be enclosed)
- 5) a) Name of Partner, their present :
nationality with their liabilities (Attested
copy of the Partnership Deed to be
enclosed)

b) Name & address of he Directors :
of the Firm.
- 6) Name of the Bankers and their full :
Address / addresses
(NOTE : The Banker's report in original, preferably in sealed cover giving his/their
financial capacity to handle works of the required magnitude should be enclosed
along with the tender)
- 7) Present place of business :
- 8) Present type of business and the value :
Of similar jobs carried out by them in
The last three years (Please give on a
separate sheet details of the work, the
value of the work. Details be
supported with copies f work orders etc.)
- 9) Licence of registration with the Regional:
Labour Commissioner.

N.B. a) The tenderer should obtain a valid licence within 15 days of the award of the work.

- b) In case of failure of the contractor to maintain a valid licence during the period of operation of this contract he will render himself liable for immediate termination of the contract without any compensation, apart from being called upon to bear the burden of penalties, if any, that may be imposed by the concerned labour authorities.

- 10) Whether the tenderer has registered himself; in any other Public Undertakings for similar work? If so, photocopy of such registration may be furnished.
- 11) Whether the tenderer has quoted for or been : awarded any contract of similar nature with any other Company / Undertaking etc. during a part or whole of the period covered by this contract ? If so, please furnish details.
- 12) Whether the tenderer or any of his Partner : Is a dismissed/ retired Government servant / employee of MOIL or any other Public Sector Undertakings? If yes, please give details.
- 13) Has the tenderer or any of his Partner or : shareholders been blacklisted or removed from the approved list of contractors, or demoted to lower class or orders passed banning / suspending business etc. by any Govt. / Department / Private Cos. etc. in the past? If yes, please give details.
- 14) Has the tenderer submitted Earnest Money : Deposit along with the tender Please indicate The following :
 i) Amount of Earnest Money Deposit
 ii) Draft No. date and name of the bank
- 15) Whether Income Tax Clearance certificate attached. Yes/No.
- 16) Whether Balance Sheet of last three years Attached Yes/No.
- 17) Whether solvency certificate of appropriate amount from the Banker attached Yes/No
- 18) Whether Partnership deed in case of more than one owner is attached Yes/No/Not applicable

Note:

- i.) The Company's decision, as regards determining the capability and capacity of the tenderer, to satisfactorily handle the work shall be final.
- ii.) Separate statement may be used wherever necessary.
- iii.) Photostat copies of documents should be furnished wherever necessary.

DECLARATION

- I. I/We certify that I/We did not retire as an employee(s) MOIL or any Public Sector Undertaking during the last two years. I/We also certify that I/We have neither such a person under my/our employment nor shall I/We employ any such person within two years of his retirement from MOIL or any other Public Sector Undertakings except with the prior permission of MOIL.
- II. I/We certify that none of the Partner/Directors retired as an employee of MOIL or any other Public Sector Undertakings during the last two years. I/We also certify that in case of any such person is proposed to be inducted by us as Partner/Directors prior permission of MOIL will be obtained.
- III. I/We also certify that we do not have in our employment any person, dismissed from service, by MOIL or any other Public Sector Undertaking. In case such a person is proposed to be employed by me/us in future, prior permission of MOIL would be obtained.
- IV. I have read the above instructions as well as the contents of part I of the tender and understood the same. In acceptance thereof, I sign hereunder.

Authorised signatory of the Contractor

Full Address

Dated :

PART I (C)

TECHNICAL DETAILS OF WORK TO BE EXECUTED, IN FOLLOWING

FORMAT:

(For sample only – Hiring of Equipments)

- 1) **Name of the Work:** Hiring of Equipments for Excavation and Removal of _____ lakh metre³ (block cubic metre - BCM) of waste rock at _____ mine of MOIL.
- 2) **Scope of Work :** The work to be executed is supply of equipments, on hire basis, for excavation and removal of a total quantity of _____(lakh) metre³ (BCM), approximately, in the moderately hard schistose rocks at _____mine, in the district of _____, as per the details, given in the enclosed schedules.
- 3) **Details about the Mine :**
 - 3.1) **Location :** _____ Mine is located in the _____ District of _____ State, about _____Kms from _____. The nearest Railway Station is _____, which is about _____ Kms., from the mine and is on _____. The mine is connected with the _____ between _____ to _____ at _____.
 - 3.2) **Current status of mining:** The equipments proposed to be hired are to be deployed in the _____ bed section of the mine which is presently producing around _____ tonnes of ore per annum.
 - 3.3) The approximate haul distance from the work site to the place dumping of the waste rock is approximately _____ Kms. (average)
- 4) **PROCEDURE FOR MEASUREMENT, BILLING AND TERMS OF PAYMENT:**
 - 4.1) The payment for hiring charges when the machines are engaged for open cast development, formation of approach road, and benches etc. will be computed on volumetric basis i.e. per bank cubic metre of earth work.
 - 4.2) Monthly measurement of quantity excavated from mine benches would be conducted by a Committee (to be appointed by the Mines Manager), in the presence of the authorised representative of the contractor, by actual ground survey. The Committee should comprise of an Assistant Manager(Mines), a Surveyor, a representative of the Finance department and one additional Surveyor of the adjacent mine
 - 4.3) The schedule of excavation per month will be given to the contractor's representative at site, in advance, by the Mines Manager, _____ Mine, or his authorised representative.

- 4.4) HSD and oil will have to be arranged by the contractor.
- 4.5) No stores and spares required for the equipments provided by the contractor will be supplied by MOIL.
- 4.6) Though the target will be fixed month wise, the performance will be evaluated for a period of three calendar months, to enable the contractor to make up any shortfall.
- 4.7) The rates quoted by the tenderer shall be firm and fixed. No escalation in rates shall be allowed.
- 4.8)
- 4.8.1 A minimum of following machinery /equipment shall be required on hire :

<u>Serial No.</u>	<u>Description of machinery</u>
1	Hydraulic Excavator.
2	Dumper/tipper (matching to the excavator). Composite drilling rig(including compressor) / Drill Rig & Air Compressor.

- 4.8.2 The equipments proposed to be used, by the tenderer, should be listed, in details along with capacity, make, model, year of manufacture etc. The equipments, so offered shall be in and continue to remain in, safe working conditions.
- 4.8.3 The tenderer should be capable of deploying adequate number of equipments (as mentioned at 4.8.1. above), to undertake the contract works. However, he must own a minimum of one hydraulic excavator and three matching dump trucks. The papers, determining ownership of the said equipments, shall be enclosed to the tender document.

In case, where applicable, all equipments, so offered, shall be either registered with the local R.T.O., or got exempted from such registration from the said R.T.O. All liability on account of any taxes/penalty, as imposed by the said R.T.O. or any other Government agency shall be to the Contractor's account.

5. STATUTORY REQUIREMENTS:

- 5.1 The Contractor shall adhere to safe mining practices and shall guard against hazardous and unsafe working conditions and shall comply with the statutory provisions, as laid in the PART I (B) - Clause 51.
- 5.2 Regular preventive maintenance and test checks of all the equipments, directly or indirectly deployed for execution of the work and maintenance of records of such checks will be the Contractor's responsibility.

He shall get all the equipments checked and okayed for safe operation inside the mining area, at least once a week and the result of such inspections, by the Engineer, authorised for the purpose, shall be maintained with him.

- 5.3 The Contractor shall maintain suitable Log books of all the machines used, together with the hours run, P.O.L. used, work done etc. Such log books shall signed by the Supervisor of the Contractor and got countersigned by the Mines Manager or his authorised representative, once a week.

6. MEASUREMENTS:

- 6.1 For the purpose of measurements, reference points shall be marked jointly by the Contractor's and the Company's representatives, before the commencement of work.

- 6.2 Monthly measurements shall be carried out, by the Committee, nominated at 4.2., here above, in the presence of the Contractor's representative and the measurement, so recorded shall be final for the purpose of payment.

7. **PENALTY:** Achievement of the targets, in accordance with the schedules, shall be the essence of the contract. In case of any under achievement of the set targets for each target period, (mutually agreed and duly communicated to the Contractor), commencing from the first day of the work, the Contractor shall be liable to pay Penalty, at the following rates:

	Shortfall in the Quantity target	Rate of penalty
i)	Up to 10 %	Nil
ii)	Above 10 % but up to 25 %	5.00 %
iii)	Above 25 % but up to 40 %	7.50 %
iv)	Above 40 %	10.00 %

Basis of Penalty: Penalty will be worked out under each slab on the value of quantity target, as applicable for that specific period. The said amount will be payable, on demand without there being any proof of the actual loss, caused by such delay.

For and on behalf of
Manganese Ore India Limited
(Authorised Signatory)

Signature of the Contractor
(or his authorised representative)

MANGANESE ORE INDIA LIMITED

PART I (D)

FACILITIES TO THE CONTRACTOR:

1. **WATER SUPPLY:** The contractor will have to make his own arrangement for supply of water to the work site, including that required for dust suppression on haul roads. All pumping installation/pipelines net works, as and when required will have to be carried out by the contractor at his own cost.

Alternatively the Company at its discretion may endeavour to provide water to the Contractor at the Co.'s source of supply, from where he shall arrange for its transportation to places of use, with the prior approval of the Mine manager.

However, the Company does not guarantee the supply of water and this shall not relieve the contractor of his responsibility for making his own arrangement and for timely completion of the work as stipulated in the schedule.

2. **POWER SUPPLY:** Subject to availability, the Company will supply power at one common point, from where the contractor will make his own arrangement for temporary distribution. The contractor shall also provide suitable electric meter, fuses, safety appliances, switches etc. for the purpose of to the company, in lieu of the power so consumed, at his own cost. These shall be under the custody and control of the Company. The cost of the power supply shall be payable to the Company, every month, at such rates, as fixed by the Company, from time to time, and would be deducted from the running bills of the Contractor.

The Company does not however guarantee the supply of electricity and no compensation for any failure of short supply of electricity will be entertained and this shall not relieve the Contractor of his responsibility for providing the needed power supply and for timely completion of the work, as stipulated in the contract. Arrangement for adequate lighting, at the work site shall also be made by contractor.

3. **PLACES FOR OFFICE, STORES ETC.:** The contractor shall have to make his own arrangement, in respect of his office, stores, workshop, residential accommodation etc. for his supervision /managerial staff etc. The mine manager may render necessary assistance in this regard, to the extent possible, subject to availability, on payment basis.

4. **SUPPLY OF STORES MATERIALS/FUEL AND LUBRICANTS/EXPLOSIVES / CONSUMABLES**

- a. Normally no stores / F.O.L. etc. shall be supplied to the Contractor. However, these may be provided by the Company on charge basis, subject to availability, if so requested, in writing, by the contractor from time to time. Such a charge will normally be "Actual cost of MOIL store + 25 % administrative and handling

charges". But inability to provide the same by the Company shall not be construed as a reason in non completion of the work, as per schedule.

b. Where blasting is carried out by the Company, no deduction shall be made on account of the cost of explosives and blasting accessories.

5. **HAUL ROAD MAINTENANCE**: The contractor shall be responsible for the proper maintenance of the haul roads, used by him for the dumping of waste rock debris. If at any time it is found that the roads are not maintained in a proper condition the MOIL Management may undertake to do so on its own or get it done from an external agency, subject to recovery of all such costs from the contractor.

For and on behalf of
Manganese Ore India Limited
(Authorised Signatory)

Signature of the Contractor
(or his authorised representative)

BID SECURITY BANK GUARANTEE

WHEREAS, _____ (Name of the Bidder) (hereinafter called “the Bidder”) has submitted his bid dated _____ (date) for the construction of _____ (Name of Contract) (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that We _____ (Name of bank) of _____ (Name of country) having our registered office at _____ (hereinafter called “the Bank”) are bound unto _____ [Name of Employer] (hereinafter called “the Employer”) In the sum of _____ 1 for which payment well and truly to be made to the said Employer the Bank binds itself, his successors ad assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 19 _____

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid:

Or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders, or
 - (c) does not accept the correction of the Bid Price pursuant to Clause 27;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____
2 days after the deadline for submission of Bids as such deadline is stated in the
Instructions to Bidders or as it may be extended by the Employer, notice of which
extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee
should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[Signature, Name & Address]

1. The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the as shown in Clause 16.1 of the Instructions to Bidders.
2. 28 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

PERFORMANCE BANK GUARANTEE

To: _____ [name of Employer]
_____ [address of Employer]

WHEREAS _____ [Name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein a security for compliance with his obligations in accordance with his obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [amount of guarantee] 1 _____ [In Words], such sump being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you, upon your first written demand , and with cavil or argument, any sum or sums within the limits of _____ [Amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of terms of the contract or of the works to be performed there under or of the Contract Documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of the defects Liability Period.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

1 An amount shall be inserted by the guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ [Name of Employer]
_____ [Address of Employer]
_____ [Name of contract]

Gentleman:

In accordance with provision of the condition of contract, sub-clause (“Advance Payment”) of the above mentioned contract, _____ [Name & Address of contractor] (hereinafter called “the Contractor”) shall deposit with _____ [Name of Employer] a bank guarantee his proper and faithful performance under the said clause of the contract in an amount of _____ [Amount of guarantee] _____ [In words].

We, the _____ [bank or financial Institute] as instructed by the contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as surely merely, the payment to _____ [Name of Employer] on his demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding _____ [Amount of guarantee] 1 _____ [In words]

We further agree that no change or addition to or other modification of terms of the contract or of the works to be performed there under or of the Contract Documents which may be made between _____ [Name of Employer] and the contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid and full effect from the date of advance payment under the Contract until _____ [Name of Employer] receives full payment of same amount from contractor.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institute _____

Address _____

Date: _____

1. An amount shall be inserted by the guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.