



**NATIONAL PRODUCTIVITY COUNCIL
REGIONAL OFFICE: BHUBANESWAR**
(Under Ministry of Commerce & Industry, Govt. of India)

NOTICE INVITING TENDER

(NIT NO. BBSR-IE/02/5052/2024-25)

FOR

Hiring of Services for engaging Certification body for obtaining Integrated Management System (IMS) Certification

Last date for submission of Proposal
Date : 25.06.2024 Time :15:00 Hrs

**Office Address:
National Productivity Council,
A/7, Surya Nagar,
Bhubaneswar - 751003**

(This document is meant for exclusive purpose of bidding against this specification only and shall not be transferred, reproduced or otherwise used for purpose other than that for which it is specifically issued)

Tender Form
Date. 07/06/2024

To

Regional Director,
National Productivity Council,
A/7, Suryanagar,
Bhubaneswar-751003, Odisha

Ref:-Tender Notice No. **BBSR-IE/02/5052/2024-25** dated 07/06/2024.

Sub:-Hiring of services for engaging a Certification body for obtaining IMS certificate which includes Quality Management System (OMS) i.e., ISO 9001:2015. Environmental Management System (EMS) i.e., 14001:2015. Occupational Health and Safety Management (OH&S) i.e., 45001:2018 and Energy Management System 50001:2018 for certification of NMDC Steel Limited, Nagarnar, Chhattisgarh

Dear Sir,

I/We _____ offer for the works as indicated in the Tender notice and the Tender documents, at the rate quoted and hereby bind myself/ourselves to execute the work as per the scope stipulated in the Tender Documents. I/We have read the conditions of Tender documents attached hereto and agree to abide by such conditions. I/We further covenant that no stand shall ever be taken in any proceeding contrary to what are provided above.

I/We bind myself/ ourselves to furnish the required security deposit, execute an agreement in the proforma prescribed by NPC, and take up the work within 15 (Fifteen) days of issue of Work Order, failing which I/We shall have no objection if NPC forfeits the earnest money deposited by me/us with NPC and terminates the contract/agreement and claims all the losses/damages for such failure.

Encl.:- List of documents.

Part-I: Techno-Commercial Bid

Part-I (A)	Notice Inviting Tender (NIT)
Part-I (B)	Technical Bid
Part-I (C)	Detail Tender Call Notice (DTCN)
Part-I (D)	Agreement

Part-II: Price Bid

Witness: Signature & Rubber Stamp of Bidder.

Address:

PART-I
TECHNO-COMMERCIAL-BID.

PART-I(A)

NOTICE INVITING TENDER (NIT)
NIT NO. BBSR-IE/02/5052/2024-25

Sealed quotations are invited from eligible bidders having experience in certification under IMS (Integrated management System) which include Quality Management System (QMS) i.e.ISO9001:2015, Environmental Management System (EMS) i.e.14001:2015, Occupational Health & Safety Management System (OH&SMS) i.e. 45001:2018 and Energy Management System (EnMS) i.e. 50001:2018for certification of NMDC Steel Limited, Nagarnar, Chhattisgarh

The tender document shall be available in Central Public Procurement Portal & NPC website i.e. www.npcindia.gov.in from **07.06.2024 to 25.06.2024**. The tender documents duly filled in along with the EMDRs.20,000/-(Rupees Twenty thousand only) in shape of separate DD/ Pay Order/ Bankers cheque drawn in favour of “National Productivity Council” Payable on any Nationalized / Scheduled Commercial Bank at Bhubaneswar shall be submitted by the bidder through Registered Post /Courier / Hand Delivery/Speed Post so as to reach the Office of the Regional Director, National Productivity Council, Bhubaneswar on or before 25.06.2024 up to 03:00 PM. The techno-commercial bidshall be opened on 27.06.2024 at 15:00 Hrs .

NPC reserves the right to reject any or all tender without assigning any reason thereof.

Regional Director,
NPC, Bhubaneswar

PART-I (B)

TECHNICAL BID
(To be filled in by the Bidder)

1	Name of the Bidder:	
	a. Postal address of the registered Office & branch office	
	b. Phone No, Fax No. etc.	
	c. Email ID.	
2	<u>Status of the Bidder</u> (Individual person having sole proprietorship right / a regd. Partnership firm/A Company, (Private Limited or Public Limited))	<u>For (1) Company (Private Ltd/ Public Ltd.):-</u> Certificate of incorporation &Memorandum and Article of Association to be enclosed. <u>For (2) Partnership Firm:-</u> Certificate of Registration of firm under Partnership Act, 1932. Registered Deed of Partnership under Indian Registration Act,1908 to be enclosed.
3	Audited Balance Sheet with profit and loss account of the Company / Partnership Firm/ Individual sole proprietorship firm.	for preceding three financial years, i.e. 2021-22, 2022-23 & 2023-24 to be attached.
4	Copy of Income Tax Return for last 3 Assessment years.	2021-22, 2022-23 & 2023-24 to be attached.
5	Details of EMD	(DD/ Pay Order/ Bankers Cheque No., Date, Amount For Exemption of EMD the copy of Certificate/ document to be attached showing the exemption.
6	Copy of GSTIN & PAN to be attached.	GSTIN : PAN :
7	Documents in support of Eligibility Criteria	<u>As per Part-I(B) Sl. No. 4</u> <u>To be submitted as Annexure – 1</u> Copies of ISO Certification issued to various organizations including Steel sectors/ PSUs/ State Govt./ Central Govt. Offices during last 5 years in India.
8	Valid EPF Code	
9	Any other relevant documents if any to be produced	
10	Undertaking	Self-declaration for not being ineligible or incompetent for participating in any tender by any competent court of law or any Govt. authority/ Govt. Company.

(All the relevant documents required as per the above table to be provided indicating proper references)

Certified that the above mentioned particulars are correct and true to the best of my/our knowledge. In case any statement made above is found incorrect, my/our tender can be rejected by the NPC.

Bid validity : It is to confirm that our offer/bid shall be valid for a period not less than six calendar months after the deadline for bid submission as specified in NIT. **In exceptional circumstances, prior to expiry of the original time limit, NPC may request the bidders to extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing.**

I/We also authorize the company to forfeit my/ our earnest money/performance guarantee and security deposit or invoke the Bank Guarantee filed therefore in case I/We fail to execute the job if my/our tender is accepted

Date :

SIGNATURE OF THE BIDDER WITH SEAL

PART-I(C)**DETAIL TENDER CALL NOTICE (DTCN)****TENDER NOTICE No. BBSR-JE/02/5052/2024-25**

Sealed quotations are invited from eligible bidders having experience in certification under IMS (Integrated management System) which include Quality Management System (QMS) i.e. ISO9001:2015, Environmental Management System (EMS) i.e.14001:2015, Occupational Health & Safety Management System (OH&SMS) i.e. 45001:2018 and Energy Management System (EnMS) i.e. 50001:2018 for certification of NMDC Steel Limited, Nagarnar, Chhattisgarh & fulfilling the eligibility criteria as prescribed below for the Work details/scope of the work.

1. INTRODUCTION

National Productivity Council (NPC) is a national level organization to promote productivity culture in India. Established by the Ministry of Industry, Government of India in 1958, it is an autonomous, non-profit organization with equal representation from Government, employers' organizations, and workers' organizations, apart from technical and professional institutions and other interests. The Hon'ble Union Minister for Commerce and Industry is the President of the Council. NPC promotes productivity across sectors for a socio-economically stronger India. NPC has a vibrant relationship with prominent organizations. It also represents the Government of India in the Asian Productivity Organization (APO), Tokyo.

NMDC Steel Limited (NSL) is a Govt. Company under administrative control of Ministry of Steel, Govt. of India. The Company owns and operates the state of the art 3.0 MTPA steel plant at Nagarnar, Chhattisgarh. The Plant is set to establish its mark in the Hot Rolled market with its repertoire of high grade Hot Rolled steel that is slated to meet the requirements of several key consuming sectors on the strength of its technology that includes its most modern Mill.

HR Coils, Sheets and Plates coming off India's latest and most modern mill are expected to meet the growing demand for quality HR required in the manufacture of LPG cylinders, bridges, steel structures, ships, large diameter pipes, storage tanks, boilers, railway wagons and pressure vessels and in construction of tanks, railway cars, bicycle frames, engineering and military equipment and automobile and truck wheels, frames and body parts.

NPC, Bhubaneswar is being associated as the Consultant for implementation of IMS (Integrated Management System) consisting of four Standards i.e., ISO 9001:2015, ISO 14001:2015, ISO 45001:2018 and ISO 50001:2018 at NSL.

2. ABOUT SUBJECT ASSIGNMENT

NPC, Bhubaneswar intends to Hire Services of Certification body for obtaining Integrated Management System (IMS) Certification for NMDC Steel Ltd. (NSL)

This includes:-

- ISO 9001:2015
- ISO 14001:2015
- ISO 45001:2018
- ISO 50001:2018

3. SCOPE OF WORK

Hiring of services for engaging a Certification body for obtaining IMS certificate which includes Quality Management System (QMS) i.e., ISO 9001:2015, Environmental Management System (EMS) i.e., 14001:2015, Occupational Health and Safety Management (OH&SMS) i.e., 45001:2018 and Energy Management System(EnMS) i.e., 50001:2018 for certification with scope of Certification as “Production and Supply of HR Coils, HR Sheets and By Products” covering the following departments of NMDC Steel Limited, Nagarnar, Chhattisgarh.

1. Raw Material Handling System
2. Coke Oven Plant
3. By Product Plant
4. Sinter Plant
5. Blast Furnace
6. Steel melting Shop
7. Thin Slab Caster, Hot Strip Mill & Tunnel Furnace
8. Oxygen Plant
9. Power & Blowing Station & DG Station
10. Compressed Air Station
11. Water Supply
12. Central ZLD Plant
13. Production Planning & Control(PPC)
14. Central Stores
15. Central Electrical
16. Traffic and Logistics
17. Safety Department
18. Fire Services
19. Materials Management Department
20. Raw Material Department
21. Personnel & Administration Department(HRD+IR)
22. Contract Department
23. Environment Department
24. Medical Services
25. Computer & Information Technology Department
26. Central Instrumentation

Signature of Bidder

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27. Commercial Department
28. Quality Assurance
29. Energy Management Department
30. Scrap and Salvage Department

The list includes different departments functioning at the plant. There may be changes in name of particular department; however activities/functionality of the department remains unchanged. NSL retains the authority to demerge or merge above listed departments. The final scope of certification and list of departments shall be communicated during the process of audit.

Place of Work: NMDC Steel Limited, Nagarnar, Chhattisgarh.

Office: NMDC Steel Limited, C/o NMDC Iron & Steel Plant
Post-Nagarnar (Bastar), Chhattisgarh, Pin-494001

Detailed Scope of work:

- Certification Audit
- Registration & Issuance of Certificate for IMS (ISO 9001:2015, 14001: 2015, 45001:2018, 50001:2018)
- Certification & Surveillance audits shall be conducted as per guidelines of ISO 19011 (for ISO 9001, 14001, 45001 & 50001)
- The party shall issue the IMS certificates for Quality Management System (QMS) i.e., ISO 9001:2015, Environmental Management System (EMS) i.e. ISO 14001:2015, Occupational Health and Safety Management System (OH&SMS) i.e. ISO 45001:2018 and Energy Management System (EnMS) i.e. ISO 50001:2018 certificate. The certificate shall be valid for three years.
- The contract also includes all the services required for the issuance of certificate(s) by the certifying body.

For any clarification related to scope, the bidder may write to The Regional Director, National Productivity Council, A/7, Surya Nagar, Bhubaneswar – 751 003, Odisha, Email: alokk.barik@npcindia.gov.in , Phone: 0674-2397380 Mob: +91 7576022747 on or before 14.06.2024.

Completion Period

The Completion period is Three (03) Years. This includes Certification Audit, First Surveillance Audit & second Surveillance Audit.

- Pre-Certification Audit should be carried out in – 15 Days
- Certification Audit within – 1 Month
- First surveillance Audit shall be conducted in - 2nd Year
- Second surveillance Audit shall be conducted in - 3rd Year

Eligibility Criteria:

The Bidder fulfilling the following criteria can only take part in the tender:-

- i. The Bidder (certification body) shall have a valid accreditation from International Accreditation Forum (IAF) Multilateral Recognition Arrangement (MRA) by any Foreign /Indian body for ISO 9001, ISO 14001 and ISO 45001 and ISO 50001.
- ii. The bidder should have been in operations in India for a period of at least 05 preceding financial years ending on 31.03.2024.
- iii. The bidder must have experience of having successfully completed “similar nature of works” in Steel Sector during last 07(seven) years preceding the financial year in which tender is floated. ”Similar nature of works” means –Experience in providing IMS (ISO 9001, ISO 14001, ISO 45001 and ISO 50001) certification.
- iv. The bidder should have successfully completed minimum 01 (one) no. job of providing IMS (ISO 9001 or ISO 14001 or OH&SMS45001 or ISO 50001) to PSU/ State Govt. Office /Central Govt. office, during last 05(five) years preceding the financial year in which tender is floated.
- v. The bidders should have an average annual turnover during the last three years ending March’2024 of at least of Rs.50.00 Crores for Indian operations.
- vi. The bidder should have minimum 15 nos. of pool of auditors in permanent payroll having minimum 5 year experience in certification of metal & steel industries.
- vii. The bidder shall have a valid EPF Code Number and GST registration of its own.
- viii. **EMD of Rs. 20,000/- (Rupees Twenty Thousand Only)** in shape of DD/ Pay Order/ Banker’s Cheque in favour of National Productivity Council, Bhubaneswar is to be enclosed along with the Technical Bid and if exempted then the required certificate/ document to be attached.
- ix. The bidder should not have been declared ineligible or incompetent for participating in any tender by any competent court of law or any government authority/government company. **The Bidder shall furnish an undertaking to this effect**
- x. The bidder can be either a regd. partnership firm / a Company (Private Ltd. or Public Ltd.)/ a Limited Liability Partnership (LLP) firm. Bidding in form of Consortium is not allowed.

4. (INSTRUCTIONS AND GENERAL TERMS & CONDITIONS)

- 1) The tender documents can be downloaded from NPC web site https://www.npcindia.gov.in/NPC/User/Notification_Tender from date_07.06.2024_onwards. The authority shall not be responsible if any problem arises in downloading bid documents or any portion of downloaded bid documents differs from the original bid documents available with the NPC.
- 2) The tender will be on two bid system i.e. Techno-commercial bid and Price bid.
- 3) The tender documents duly filled in along with the EMD as specified in the NIT for the work shall be submitted by the bidder through Registered Post /Courier / Hand Delivery / Speed Post so as to reach the Office of the Regional Director, RD Bhubaneswar on or before 03:00PM on 25.06.2024. Tenders received after the expiry of the above stipulated date and time shall not be entertained. NPC shall not be responsible for any Postal Delay. The Techno-Commercial Bid will be opened at 03:00 PM on 27.06.2024, in the presence of the bidders or their authorized representative. The presence of the representatives of the Bidders is not a mandatory requirement for opening of Techno-Commercial Bid. The date of opening of the Price Bid of the techno-commercially qualified bidders will be intimated later. Tender/Bids without the required EMD or shall be rejected.
- 4) The terms and conditions of the tender document shall always prevail and shall be binding on the bidder.
- 5) Any entity, statutory or otherwise, if bidding for the tender and is entitled to any concession by the State Govt./ Central Govt., shall be entitled to such claims or concessions on furnishing documentary proof thereof.
- 6) EMD to be enclosed along with the technical Bid. If any Bidder is exempted by Central Govt. or State Govt., to Deposit the EMD, certificate issued by the concerned Government authority to be attached with Techno-Commercial Bid.
- 7) NPC reserves the right to accept or reject in full or in part, this tender without assigning any reason whatsoever.
- 8) All the pages of all sections of tender document along with annexed documents shall be signed/ initialed with date by the Bidder at the lower left hand corner and duly page marked and indexed.
- 9) The bidder shall inform the NPC along with supporting documentary evidence, forthwith any changes in their management, Authorized representative and constitution in case of a firm.
- 10) Approximate Manpower of NSL i.e., NSL employees engaged in core functions is 1659 nos. (including 3 shift operation and General Shift). Contractual employees engaged through different agencies for operation and maintenance including labour is approximately 9233.
- 11) Billing Details, Payment terms and conditions and disbursing authority details presented at Part-I (D), in agreement format.

12) Special instructions for submission of Tender:

i) Bid documents obtained by any bidder are not transferable to another bidder.

ii) **Bid Submission** : The bidder shall submit the bid in two parts i.e. Part – I and Part – II. Part – I is Techno- Commercial Bid and shall contain EMD and other technical details. The EMD value shall be as given in NIT. Part - II shall be only Price Bid. **Both the bids shall be sealed separately and put inside a common sealed envelope.** On the top of common envelope the bidder shall write the name of the work. The Complete postal address, Telephone Number of the bidder shall be written on the bottom left side of the envelope. The tender shall be addressed to **The Regional Director, National Productivity Council, A/7, Surya Nagar, Bhubaneswar – 751 003, Odisha.**

iii) The bid shall be strictly in accordance with the terms and condition mentioned in the tender schedule. The Bid shall be valid for a period of Six (6) calendar months from the last date of submission of the Bid.

iv) The Bidder shall undertake to indemnify the company against all claims which may arise under the noted Acts and any other applicable statute:

- The Factories Act.
- The Minimum wages Act, 1948
- The Workmen’s compensation Act’ 1923
- The payment of wages Act, 1963
- The payment of Bonus Act, 1965
- The contract labour (Regulation and Abolition) Act, 1970 and the Rules framed there under.
- Employees Pension scheme, 1995
- Inter State Migrant (Regulation of Employment and condition of Service) Act, 1979
- The Employees Provident Fund and Miscellaneous Provision Act, 1952
- GST Acts (CGST/IGST/SGST/Cess) & GST Rules.

v) Total Project cost to be in figures and words & validity of the offered rate/ Bid.

The tendered amount for the work shall be entered in the price bid format both in words and figure in English duly signed by the bidder. During opening of price bids, for selection of L1 bidder, total price quoted for IMS to be considered. In case of controversy, the rates quoted in words will prevail over the amount quoted in figures.

vi) The bidder shall submit the Price Bid as per the format prescribed under PRICE BID of Part-II of the Tender Schedule.

13) **Conditions for EMD.**

a. The bid shall be accompanied with the EMD (as prescribed in the NIT) in shape of Bank Draft/ Pay Order/ Bankers Cheque in favour of “National Productivity Council”, payable on any Nationalized/ Scheduled Commercial Bank at Bhubaneswar. No interest will accrue on the Earnest Money.

b. Any Bidder who wants to claim exemption from deposit of EMD by virtue of any exemption granted by Central Government or State Government shall submit documentary proof for the same,

and the certificate of exemption shall be valid till the Bid Validity period. If, however, the bidder who is exempted from depositing EMD becomes L1 and awarded work order, shall have to deposit EMD forthwith as may be directed.

c. The EMD of all bidders shall be refunded within 15 days after cancellation in case the tender process is cancelled by NPC.

d. The EMD of the technically disqualified bidder(s) shall also be refunded after evaluation of the Technical Bids along with their unopened price bids within 15(fifteen) days of disqualification.

e. The earnest money deposit of successful bidder, if awarded with the work, shall be adjusted towards ISD (Initial Security Deposit) payable by the bidder.

14) EMD/ISD Deposit & Forfeiture of Earnest Money/ Initial Security:-

- a) Acceptance of the tender will be intimated to the successful bidder by issue of Work Order. The bidder shall then be required to execute an agreement after deposit of ISD within the time specified in the Work Order. In the event of failure on part of the bidder to sign the Agreement within the specified time, no payments shall be made till signing of agreement.
- b) The Successful Bidder upon award of the work shall be required to deposit ISD equivalent to 5% of the total awarded work value (excluding GST) minus the Earnest Money Deposited within 15 days of the issue of Work Order. The ISD should be deposited in shape of Demand Draft/ Pay Order drawn on any Nationalized/ Scheduled Commercial Bank payable at Bhubaneswar in favour of "National Productivity Council". In case it is found that the EMD amount is more than 5% of the awarded work value (excluding GST), then the excess amount shall be refunded to the Bidder.
- c) If it is observed that the Bidder has declined to take up the work at its quoted/accepted rate, the earnest money deposited by the Bidder shall be forfeited. If the Bidder does not commence the work after depositing initial security or fails to cope up with the progress of work as per the scope of work or further if it is detected that the information and documents submitted with tender are false, the agreement will be cancelled unilaterally and EMD/ISD will be forfeited.
- d) The ISD shall be refunded to the bidder after successful completion of work and after settlement of Final Bill, subject to satisfactory compliance of all the Statutory Acts and Laws as applicable.
- e) If the Agency abandons the work before its completion then the ISD shall be forfeited. This is not in substitution of NPC's right to take any other suitable action against the Agency.

15) NPC's right to reject tenders:

- *In case it is observed that the documents/information submitted by the bidder are not correct and do not conform to the instructions, it will be sufficient cause for rejection of the tender and NPC may also forfeit the EMD.*
- The NPC reserves the right for rejection of any or all the bids received or accept a bid either for total work or part thereof, without assigning any reason thereof and the Bidder shall not be entitled to any costs, charges or expenses incidental to or connected with preparation and submission of his bid. If any part of the work under scope of this bid document is not quoted for, the bid is liable to be rejected by the NPC.
- *Bids otherwise than on the prescribed lines, form, and pattern described and instructions given herein are liable to be rejected.*
- Canvassing in connection with bids and /or bids containing uncalled for remarks are liable to be rejected.
- Offer with any modification(s) and/ or special condition(s) of the bidder is liable to rejection.
- Corrections and /or alterations in the offer are liable to be rejected, unless all such corrections and alterations are duly signed and attested by the bidder.
- Any other statutory or legal disqualification or any condition provided herein prohibiting a bidder to compete for the bid shall be binding.
- NPC reserves the right to accept, negotiate or reject any Bid, & to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the NPC's action.
- In case it is observed that the bidder has not submitted the PRICE BID as per the prescribed format of PRICE BID Part-II of the Tender Schedule, it will be a sufficient cause for rejection of the tender.
- If the bid documents submitted by the bidder after downloading from NPC website is found to have been tampered or differs from the bid documents available with the Regional Director, NPC Bhubaneswar, EMD of such Bidder shall be forfeited along with rejection of its bid.

16) Penalty:

- i) For any delay in completion of Work attributable to agency beyond the time schedule given in scope of the work, penalty shall be levied at the rate of 1% (one percent) per week or part thereof with cap of 10% of the order value.
- ii) In the event of there being undue delay in execution of the contract, the company reserves the right to cancel the contract and /or levy such additional damages as it deems fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final. In such case NPC is free to get the work done by any other Agency of its own choice.

17) Sub-letting of work in whole or part:

The agency shall not without approval of competent authority of NPC assign the work or any part thereof, any share of interest therein, or money due there under, or sub-let the work or any part thereof or allow any person to become interested in the work or a portion thereof, in any manner whatsoever otherwise the contract is liable to be rejected at the option of NPC, should such a case take place.

18) Right to Risk Purchase:

If the Agency (who has been issued LOI/ Work Order) fails to fulfill the terms and conditions of the Order, NPC shall have the right to procure the services from any other party for execution/completion of the contract and recover from such defaulter Agency all charges/expenses/losses/damages suffered by NPC, at the risk and cost of defaulter Agency after giving 15 days' notice to the Agency. This will be without prejudice to the rights of NPC for any other action including termination.

19) Statutory Dues, Taxes, Duties & Charges etc.:

I. The agency agrees to and does, hereby accept full and exclusive liability for payment of any and all taxes, duties, charges and levies as per the law applicable to the work tendered in accordance with the provisions of this Agreement. In case it is increased or decreased under authorized statutory provisions, State or Local Govt. authority, the impact shall be to the account of NPC subject to submission of documentary evidence in that respect. However, the GST as applicable only will be paid to the agency only on bill value as per actual.

II. In case any fresh tax is imposed by the concerned authority under any Applicable Law for this work during the contract period, the agency shall deposit the same to the appropriate authority which shall be reimbursed by NPC on actual & on submission of documents evidencing such payment, if the same is statutorily payable.

III. GST shall be paid on production of documentary evidence of payment of such tax against the Invoice raised.

IV. The Tax Invoice must be raised in accordance with section 31 of the GST Act and relevant Rules made there under.

V. The Invoice should contain the particulars as required in GST Act & Rules including the following as mentioned in Rule 46 of CGST Rules;

- a. Name, address and Goods and Services Tax Identification Number (GSTIN) of the Agency;
- b. A consecutive serial number not exceeding sixteen characters, in one or multiple series, containing alphabets or numerals or special characters – hyphen or dash and slash symbolized as “-” and “/” respectively, and any combination thereof, unique for a financial year;
- c. Date of its issue;
- d. Name, address and Goods and Services Tax Identification Number or Unique Identity Number, if registered, of the recipient;
- e. Harmonised System of Nomenclature code (HSN) for goods or Service Accounting Code (SAC) for services;
- f. Description of goods or services;
- g. Quantity in case of goods and unit or Unique Quantity Code there of;
- h. Total value of supply of goods or services or both;
- i. Taxable value of the supply of goods or services or both taking into account discount or

abatement, if any;

- j. Rate of tax (Central tax, State tax, Integrated tax, Union territory tax or Cess);
- k. Amount of tax charged in respect of taxable goods or services (Central tax, State tax, Integrated tax, Union territory tax or Cess);
- l. Place of supply along with the name of the State, in the case of supply in the course of Inter- State Trade or Commerce;
- m. Address of delivery where the same is different from the place of supply;
- n. Whether the tax is payable on reverse charge basis; and
- o. Signature or digital signature of the Agency or his authorized representative.

VI. The Agency should file the GST Returns as required in the GST Acts, and details of Invoice submitted to NPC and GST amount charged thereon should reflect in Form GSTR-2A within a reasonable time, so as to make NPC/NSL enable to take Input Tax Credit (ITC) of the GST amount paid against those Bills.

VII. The details of Invoice and GST amount as confirmed by NPC should be kept unchanged while filing GSTR-3, if any changes made to the details of Invoice or tax amount and due to which Input Tax Credit is not available to NPC/NSL, then the tax amount shall be recovered from the future payments of the Agency, if no such payment is to be made, then it will be recovered from the SD amount.

VIII. If due to any reason attributable to the Agency, Input credit of the GST amount paid on Invoices raised by the Agency is not available to NPC/denied by the dept. (State/Central) then the same will be recovered from the payments of the Agency or the Agency has to deposit an equivalent amount.

IX. The Agency has to comply with all the Provisions of GST Acts, Rules and Notifications issued there under.

X. The Agency shall adhere to the “Anti Profiteering Measure” as defined u/s 171(1) of the CGST Act, which is reproduced below;

“Any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.”

XI. The Agency hereby undertakes to indemnify NPC/NSL, from any liabilities arising in future due to non-compliance by the Agency of the GST Acts, Rules and any other Acts currently in force and applicable to the Agency in relation to the job assigned by NPC/NSL.

20) Accident or injury to workmen

- a) NPC/NSL shall not be liable for or in respect of any damages or compensation payable as per law in respect of and in consequences of any accident or injury to any workmen or any other person in the employment of the agency, save and except for accident or injury resulting from any act or default of NPC. The agency shall indemnify and keep indemnified NPC against all such damages and compensation (save & except as aforesaid) as against all claims demands, proceedings, costs, charges and expenses whatsoever in respect or in relation thereto.
- b) The agency shall at all times indemnify NPC against all claims for compensation under the provision of the Workmen's Compensation Act, 1923, or any other law for the time being in force by or in respect of any workmen employed by the agency in carrying out the Agreement and against all costs and expenses for penalties incurred by NPC in connection therewith (without prejudice to any other means of recovery). NPC shall be entitled to deduct from the agency any money due or becoming due to the agency (whether or under this agreement or any other agreement) payable byway of compensation aforesaid or for costs or expenses in connection with and claims thereto. The agency shall abide by the decision of NPC as to the sum payable by the agency under the provisions of this clause.

21) Other Terms and Conditions including NPC's/ NSL's right to terminate the Contract.**a. Recovery:**

- (i) Due to any commission/ omission by the agency during execution of work, if NPC/NSL sustains any loss/ damage, then the total cost of such loss/damage shall be recovered from the agency. The agency shall abide by such decision of NPC.
- (ii) Upon completion of the contract and pending finalization of accounts, if it is found that the agency has some pending liability either to NPC or other parties, the same shall be recovered during finalization of accounts. If, however, it is found that the amount payable to NPC and and/or other parties is more than the amount receivable by the agency, the agency shall pay the differential amount. Further, after final settlement of account, if at a later stage it is found that the agency has some amount payable to NPC in any other tender and the same has not been recovered in advertently, then the agency agrees/guaranties NPC to pay the same. However all outstanding settlement of accounts are to be finalized and disposed off within a period of 3 years from the expiry of the contract.
- (iii) The agency will indemnify the NPC in full for any task/thing to be done in connection with the above which was to be done by the agency & on account of his default and / or non-fulfillment of his obligations; the same is done by NPC in such a case, all cost and expensed including interest, which are incurred by NPC are recoverable from the agency.

b. Exclusion of implied warranties:

This agreement expressly excludes any warranty condition or other undertaking implied by law or custom or otherwise arising out of any other agreement between the parties or any representation by any party not contained in a binding legal agreement executed by the parties.

c. Severability:

If for any reason whatsoever any provision of this Agreement becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, then the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions as early as practicable. The DG, NPC reserves the right to cancel the contract at any time without assigning any reason thereof.

d. Survival:

Termination of Agreement shall not relieve the agency of any obligations hereunder which expressly or by implication survives termination hereof; and

Except as otherwise provided in any provisions of this Agreement expressly limiting the liability of either party, shall not relieve either party of any obligations or liability for loss or damage to the other party arising out of or caused by acts or omissions of such party prior to the effective date of termination or arising out of such termination.

e. Amendments:

This document and the Schedules, if any, together constitute a complete and exclusive statement of the terms and conditions of the Agreement between the parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by the parties hereto and evidenced in writing.

f. Waiver:

a) Waiver by either party of any default by the other party in the observance and performance of any provision of or obligations under the Agreement.

i) Shall not operate or be construed as a waiver of any other or subsequent default here of or other provisions or obligations under this Agreement.

ii) Shall not be effective unless it is in writing and executed by a duly authorized representative of such party; and

iii) Shall not affect the validity or enforceability of this Agreement in any manner.

b) Neither the failure by either party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligations there under nor time or indulgence granted by a party to the other party, shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

g. Step out obligation:

Upon expiry of the Contract/Agreement or termination thereof, the agency shall handover the vacant and peaceful possession of the project assets including the site/facility at no further cost to NPC.

h. Force Majeure:

If by any reason of war, riots, commotion, civil disturbances, statutory constraints, pestilence, epidemic-sickness, earthquake, flood, non-receipt of Govt. permission for dispatch of product, acts of State or acts of God or movement of the product from the plant, the contractual obligation of the parties herewith will stand terminated forthwith if those reasons do exist for a period of two months unless parties mutually agree to extend the contract period on the same terms and conditions set out therein.

Force Majeure means any act or event which wholly or partially prevents or delays the performance of obligations by either party of such act or event, is not reasonably within the control of and not caused by the fault or negligence of the non-performing party.

If either party is wholly or partially unable to perform its obligations because of a Force Majeure event that party shall be excused from whatever performance is affected by the force Majeure event to the extent so affected provided that :

(i) Non performing party gives a written notice to the other party of the occurrence of the Force Majeure event immediately on its occurrence and in any case within a period of 5 (five) days of the occurrence. Further, regular reports indicating the position will be furnished by the non-performing party to the other during Force Majeure.

(ii) Non-performing party shall make all reasonable efforts to continue to perform its obligation herewith.

(iii) Suspension of performance shall be limited to that aspect of performance which is affected by force Majeure and shall be of no greater magnitude or duration than that imposed by force majeure.

i. Representations & Warranties Of The Successful Agency/ Bidder

- (i) The successful Agency/Bidder/ represents and warrants to NPC that:
It is/he is (if the successful Agency is an Individual proprietorship entity) duly organized and validly existing and in good standing under the laws of India and not declared insolvent by the date of Bidding;
- (ii) It has/he has full power and authority to execute, deliver and perform its/his obligations under the agreement to be executed and to carry out transactions contemplated hereby;
- (iii) It has/he has taken all necessary action under the applicable laws to authorize the execution, delivery and performance of the agreement contemplated to be signed;
- (iv) It has/he has the financial standing and capacity to undertake the project;
- (v) The Agreement to be executed constitutes its/his legal, valid and binding obligation enforceable against it/him in accordance with the terms thereof;
- (vi) It is/he is subject to the civil, commercial and arbitration laws of India in respect of the Agreement to be executed and it, he hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- (vii) The execution, delivery and performance of this agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Agency/successful Agency or to which any applicable laws or any covenant, agreement, understanding, decree or order to which it is/he is a party or by which it/he or any of its/his properties or assets is bound or affected;
- (viii) There are no actions, suits, proceedings, investigations pending or, to his/ successful Agency's /Agency's knowledge, threatened against it/him at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Agency/successful Agency under the agreement to be executed or which individually may result in any adverse effect;
- (ix) It/he has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Governmental Agency which may result in any materially adverse effect or impairment of the Agency's liability to perform its/his obligations and duties under the said agreement.
- (x) It/he has complied all applicable laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have any adverse effect and it/he is performing its/his obligations and duties under the agreement;
- (xi) No representation or warranty of the agency contained herein or in any other document furnished to NPC or to any government agency contains any untrue statement of material facts or omits or will omit to state a material fact so as to make the representation/warranty misleading;
- (xii) No sums in cash or kind have been paid or will be paid by or on behalf of the agency, to any person by way of fees, commission or otherwise for securing the contract in question or for influencing or attempting to influence any officer or employees of NPC in connection therewith;
- (xiii) In the event that any of the representations or warranties made/given by the agency ceases to be true or stands changed, the agency who made such representation or gave such warranty shall promptly notify NPC of such secession or changes;

PART-I(D)

It shall be the responsibility of the successful Bidder to execute the agreement with the NPC within due date as mentioned in LOI or Work Order.

The written agreement governing the contract, to be entered between the NPC and the selected bidder shall, in all respects, be deemed to be and shall construe and operate as an Indian contract in conformity with the Indian laws, and shall be subject to the jurisdiction of the Courts at Bhubaneswar only, in the state of Odisha.

AGREEMENT

AGREEMENT No. _____/20_____

Ref. Work order No. : _____

THIS AGREEMENT entered into dtd. _____ NATIONAL PRODUCTIVITY COUNCIL, (UNDER MINISTRY OF COMMERCE & INDUSTRY), GOVT. OF INDIA represented by SHRI AVIJIT NAYAK, REGIONAL DIRECTOR and having its REGD. OFFICE at PRODUCTIVITY HOUSE, LODI ROAD, NEW DELHI AND REGIONAL OFFICE AT A/7, SURYA NAGAR, BHUBANESWAR – 751 003; hereinafter referred to as the owner or NPC which expression shall include its executors, administrators, successors and assignees on the one part and

_____ represented by _____
_____ hereinafter referred to as the Contractor or which expression shall include its executors, administrators, successors and permitted assignees on the other part.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1.0 The terms and expression used in the agreement shall have the same meaning as are assigned to them in the "work order issued vide letter No. _____" attached with and referred to in succeeding para 2.0.

2.1. The contractor have agreed to execute the work of “ _____ ” at the site complete in all respects under the Order No. _____ and do connected items of work as shall be required as per standing statutes & guidelines. The work shall be executed at the accepted price in accordance with the Scope of work, Terms & Conditions, Special conditions stated in NIT No. _____.

2.2 The time is the essence of the contract. The above work shall be performed and completed in all aspects by dtd. _____. In case of failure in completion of the work within the specified time a penalty of 5% on the work value shall be levied.

2.3 The contractor shall execute various work items as specified in letter No. _____ *dtd.* _____ *for the* works and value of works, shall be Rs. _____ /- (Rupees _____) plus applicable GST and shall be payable as mentioned below.

3.0 Name of the work : Hiring of services for engaging a Certification body for obtaining IMS which include Quality Management System (QMS) i.e. ISO 9001:2015, Environmental Management System (EMS) i.e. ISO 14001:2015, Occupational Health & Safety Management Systems (OH&SMS)i.e. ISO45001:2018 and Energy Management System i.e. ISO 50001: 2018 mentioned above as clause no.1.

i)	Allotted work value (Excluding GST)	Rs. (In words _____)
ii)	Initial Security Deposited	Rs. (In words _____)
iii)	Time for Completion of work	From _____ to _____
iv)	Date of issue of Work Order	
v)	Date of Commencement of work	Actual Dtd. _____
vi)	Total no. of works allotted	

4.0 Scope of the work:

- a) Certification Audit
- b) Registration & Issuance of Certificate for IMS (ISO9001:2015, ISO:14001:2015, OHSAS 18001:2007) and SA 8000:2014
- c) Certification and Surveillance audits shall be conducted as per guidelines of ISO19011 (for ISO 9001,14001 45001, 50001)
- d) The party shall issue the IMS certificates for Quality Management System (QMS) i.e. ISO 9001:2015, Environmental Management System (EMS) i.e. ISO 14001:2015, Occupational Health & Safety Management Systems (OH&SMS)i.e. ISO45001:2018 and Energy Management System i.e. ISO 50001: 2018 certificate within three weeks of completion of the certification audit or satisfactory vacation of the non-conformity report (If any) whichever is earlier. The certificate shall be valid for three years.
- e) The contract also includes all the services required for issuance of certificate(s) by the certifying body.
- f) If it is required to undertake certification of any other Plant/ department of NMDC Steel Ltd. during tenure of the contract period, it shall be done by the Agency at mutual agreed rate which shall be derived from the agreed rate mentioned under clause no.6.

5.0 Period of Work:

The period of work shall ordinarily be from commencement date mentioned in the work order to the date of validity of the certificates.

6.0 Price of work and Payment Schedule:

The Total Value of the work is Rs. _____ (Rupees _____
 _____ only) excluding GST.

Sl. No	Description of work/Activities.	Time Schedule	The Certification fees would be paid in installments as Follows (Amount in Rupees)	Billing Address & Name of Disbursing Authority
1	Certification Audit, Registration & Issuance of Certificate for IMS Covering NMDC Steel Ltd. and its departments Mentioned in clause no.1 of the agreement.	Within one month from the date of issue of work order. The certificate shall valid for three years.	50 % of the total project cost, plus applicable GST.	National Productivity Council, A/7, Surya Nagar, Bhubaneswar-751003
2	First year's Surveillance audit(s) Covering NMDC Steel Ltd. and its departments Mentioned in clause no.1 of the agreement For all standards.	12 Months interval from main certification audit. Submission of audit report.	25% of the total project cost plus applicable GST.	NMDC Steel Ltd., Nagarnar, Chhattisgarh-494001
3	Second year's Surveillance audit(s) Covering NMDC Steel Ltd. and Its departments Mentioned in clause no.1 of the agreement for all standards.	24 Months interval from main certification audit. Submission of audit report.	25 % of the total project cost plus applicable GST.	NMDC Steel Ltd., Nagarnar, Chhattisgarh-494001

IMS (Integrated management System) include Quality Management System (QMS) i.e. ISO 9001:2015, Environmental Management System (EMS) i.e. ISO 14001:2015, Occupational Health & Safety Management Systems (OH&SMS) i.e. ISO 45001:2018 and Energy Management System i.e. ISO 50001: 2018.

7.0 Payment Terms:

i. All progressive payments will be made against each activity after successful completion of the services specified in the " **Price of the work** "

ii. For the purpose of payment for work at Sl No. 1 of Section 6. Price of work and payment schedule, the Agency shall submit bills (in triplicate) as per the terms of payment to the Regional Director, NPC, Bhubaneswar indicating therein the details of the work done with due certification of / acceptance of the concerned Management Representative/ Coordinator of NSL. Other Bills at Sl. No. 2 and 3 as mentioned above in Section 6. Price of Work and Payment Schedule shall be directly submitted to NMDC Steel Ltd., Nagarnar, Chhattisgarh-494001. The Agency shall raise bills against each activities after successful completion of the services specified in " **Description of the work/ activities** " of the above " **Price of the Work** "

Note: All the bills shall be raised in the name of NMDC Steel Ltd. The bill disbursing authority will be as mentioned above in the table of section 6.

iii. During Visit to NMDC Steel Ltd., to and fro conveyance facilities from Jagdalpur, to NMDC Steel Ltd. and lodging & boarding at Jagdalpur shall be arranged by NPC.

iv. The Agency shall prepare the Invoice/Bill in accordance with section 31 of the GST Act read with rule 46 of GST Rules and submit to Regional Director, NPC, Bhubaneswar for payment. Statutory deduction such as income tax, surcharge etc. Shall be deducted from the bills of the bidder and the same shall be deposited with appropriate authorities.

v. The contractor shall mobilize his resources to ensure timely completion of the work. If, however, in the opinion of Management Representative (MR) or coordinator of the owner, the resource mobilization is adjudged inadequate, the contractor shall augment his resources to match the desired progress as desired for completion of the work as per time schedule. The owner shall exercise checks at different time intervals as per the proposed work items. However, these exercises do not absolve or affect the responsibility of the contractor in regard to completion of the work in all aspect under the contract.

8.0 Bank Guarantee:

Bank Guarantee shall be deposited by the contractor as per the standard format provided by NPC and shall be returned after completion of the work as per the agreement. In case of failure to adhere to the awarded scope, terms of work, the BG shall be invoked intimating the contractor & offering justified opportunity to present it's case. The validity of the B.G. shall be extended before 15 days of expiry if contract is not settled within the B.G. validity period.

9.0 For the purpose of payment the contractor shall submit bills (in triplicate) as per the terms of payment to the Regional Director, National Productivity Council, Bhubaneswar indicating there in the details of items of the work done with due certification/acceptance of the concerned Management Representative (MR) or coordinator. All payments are to be made by A/c Payee at par Cheque or through RTGS/ NEFT.

The bill shall be raised by the agency as per Rule 4A of the GST Act & Rules. The TDS shall be deducted as per Income Tax Act.

Against TDS, Form 16A shall be issued by NPC within the prescribed time limit as per provisions of Income Tax Act, 1961.

Process of release of payment shall be as per the standard procedure adopted at NPC.

10.0 In consideration of the payment to be made to the contractor for the work(s) to be executed by him in accordance with the contract documents, the contractor hereby covenants with the owner that the contractor shall duly provide, execute and complete the said work(s) as per that terms of the Contract and while doing so shall adhere to prevailing Acts/Rules/Regulations/Guidelines/Circulars, Formulated SOPs relevant to the Steel Plant in context. The contractor is also responsible to maintain documents/ registers/ records with due authentication of the concerned Management Representative (MR) or coordinator which are implied there from or may be reasonable and found necessary for the purpose of verification of concerned authority to ascertain the adopted procedure, accuracy/ methodology etc. Such records registers shall be the basis for claiming completion of the said work(s) at the time and in the manner as stipulated in the Letter No. _____ dtd. _____.

Further, the contractor do hereby agree to pay the owner, the sum as may be due to the owner for the services, material and equipment if any provided by the owner to the contractor and such other sum or sums as may become payable to the owner, express or implied and such payments shall be made by the contractor to the owner, by way of adjustments/set off from his bills or otherwise.

10.0 Arbitration:

Any dispute or differences between the parties under this contract, which cannot be amicably resolved, shall be referee to an arbitrator, in accordance with the provisions contained in Arbitration & Conciliation act, 1996.

The Services under this contract shall be continued during the arbitration proceedings unless otherwise agreed in writing by parties or unless it is proved that the services cannot possibly be continued during the arbitration proceedings.

Neither party shall be made responsible for an unexpected or uncontrollable event delaying the progress of assigned works.

11.0 Governing Law & Jurisdiction:

The contract shall be governed by and construed according to the laws in force in India. The Parties hereto hereby agree to submit to the jurisdiction of the courts situated at Bhubaneswar for the purposes of actions and proceeding arising out of contract and the Court at Bhubaneswar only will have the jurisdiction to here and decide each actions and proceedings. The terms and conditions of the Agreement have been read and explained to us and we certify that we clearly understood them all.

All other terms & conditions, clauses an instructions of the Tender document shall be treated as the part of this agreement.

WITNESS WHEREOF the parties hereto have signed this agreement on dt. _____ mentioned herein before.

**Signed and Delivered for and
on Behalf of NPC**

**Signed and Delivered for and
on Behalf of NMDC Ltd.**

**Signature
(for Contractor)**

**Signature
(for NPC)**

In Presence of Witness:

In Presence of Witness:

1) _____

1) _____

2) _____

2) _____

PART-II**PRICE BID**

1. I/We do hereby quote rate for the proposed work vide NIT No. _____ dtd. _____.

2. I/We quote the rate details of which are given below which is inclusive of all items as described in Scope of Work of Detail Tender Call Notice (DTCN) of the Tender document “for Hiring of services for engaging a Certification body for obtaining IMS which include Quality Management System (QMS) i.e. ISO 9001:2015, Environmental Management System (EMS) i.e. ISO 14001:2015, Occupational Health & Safety Management System (OH& SMS) i.e. ISO 45001:2018 and Energy Management System (EnMS) i.e. ISO 50001:2018 certification covering NMDC Steel Ltd. and following Departments.

1. Raw Material Handling System
2. Coke Oven Plant
3. By Product Plant
4. Sinter Plant
5. Blast Furnace
6. Steel melting Shop
7. Thin Slab Caster, Hot Strip Mill & Tunnel Furnace
8. Oxygen Plant
9. Power & Blowing Station & DG Station
10. Compressed Air Station
11. Water Supply
12. Central ZLD Plant
13. Production Planning & Control(PPC)
14. Central Stores
15. Central Electrical
16. Traffic and Logistics
17. Safety Department
18. Fire Services
19. Materials Management Department
20. Raw Material Department
21. Personnel & Administration Department(HRD+IR)
22. Contract Department
23. Environment Department
24. Medical Services
25. Computer & Information Technology Department
26. Central Instrumentation
27. Commercial Department
28. Quality Assurance
29. Energy Management Department
30. Scrap and Salvage Department

Sl. No	Description of work	Total Project Cost Excluding GST (Amount in Rupees)
1	<p>Certification Audit, Registration & Issuance of Certificate (valid for three years) for IMS (ISO 9001:2015, ISO:14001:2015, ISO 45001:2018 & ISO 50001:2018) and two nos. of Surveillance audits.</p> <p>Covering NMDC Steel Ltd. and 30 departments as mentioned above in Sl. No.2 of the Price Bid.</p>	<p>Rs.</p> <p>In words (_____)</p> <p>_____)</p>
	GST ____ %	Rs.
	TOTAL including GST :	Rs.

(In words Rupees _____)

Signature of the Bidder with Seal Date: