



NMDC LIMITED

REGD OFFICE: 'KHANIJ BHAVAN', 10-3-311/A, CASTLE HILLS,
MASAB TANK, HYDERABAD – 500 028
CIN: L13100AP1958GOI001674

No.CS/DoP/2023

15.05.2023

OFFICE ORDER

This is with reference to Delegation of Powers (DoP) for Section-B Procurement, Works, Consultancy & Services issued vide OO dated 17.03.2023 and Corrigendum-1 thereof issued vide OO dated 20.03.2023.

In this regard, the following revisions / changes are further notified in the DoP:-

1. Revision in clauses of Section-B - Procurement, Works, Consultancy & Services (enclosed as **Annexure-1**) based on changes approved by Competent Authority as Corrigendum-2 (changes earmarked in **Red** colour);
2. Updated Delegation of Powers for Section-B - Procurement, Works, Consultancy & Services (enclosed as **Annexure-2**) and
3. Section-C - Funds and Finance, updated as per requirements of Finance Department, in place of Section-E of earlier DoP 2014 (enclosed as **Annexure-3**).

This issues with the approval of Competent Authority.

A.S. Pardha Saradhi
Executive Director &
Company Secretary

Encl: as above

Copy to:-

1. CMD
2. All Functional Directors
3. All Heads of Department / Projects
4. Regional Offices / Units
5. Guard File

Corrigendum – 2 to Delegation Of Powers dated 17/03/2023

Date: 12.05.2023

With reference to DoP 2023 issued on 17.03.2023 read with Corrigendum-1 issued on 20.03.2023, following insertions and modifications are made (*Italics and marked in Red*) as Corrigendum-2 for compliance with immediate effect.

DELEGATION OF POWERS FOR PROCUREMENT / WORKS / CONSULTANCY / SERVICES

S. No.	Nature of powers	CMD	FD	HOP	HOD (HO)	HOD (Project)	HOU/ HO(RO)	Remarks
A	Administrative Sanction for procurement of goods / works & inclusion in Capital Budget							
1.b.	Sanction of detailed cost estimate of packages under DPR	Full	Rs.500 Cr	Rs. 50 Cr	Rs 50 Cr	NIL	NIL	(i) Detailed Cost Estimate given by User Dept for package wise works / procurement under DPR including 'Deposit Works' (ii) <i>Packages would include Consultants for PMC/EPCM etc.,</i> (i) Within the overall sanctioned DPR cost including variations
2	Administrative Sanction of New Capital Works <i>/Procurement/ Consultants</i>							(i) Expenditure proposed shall be sanctioned for inclusion in Capital Budget (RE or BE as applicable). (ii) Details as per SOP.
a.	<i>Planned</i>	Rs 20 cr	Rs.10 cr	Rs.5 cr	NIL	NIL	NIL	(iii) PC dept shall be coordinating for compilation of total budget for new works / procurement of goods (iv) Ceiling limits are for each case



S. No.	Nature of powers	CMD	FD	HOP	HOD (HO)	HOD (Project)	HOU/ HO(RO)	Remarks
b.	<i>Unplanned schemes.</i>	Rs. 1.50 cr	Rs.1 cr	Rs.50 lakhs (subject to annual ceiling of Rs.2 cr)	NIL	NIL	NIL	<i>(v) Tendering action for the sanctioned work/procurement /Consultant can be taken up, However Award Letter shall be issued only after inclusion of the same in Capital Budget.</i> (i) Subject to overall budget limit as confirmed by executing department (ii) Ceiling limits are for each case (iii) Proposal shall be made comprehensively with detailed justification (iv) Executing department shall submit Quarterly report to CMD, B & C section of Finance department (v) Details as per para 5 of SOP
3.	Land acquisition							
a.	Where DPR is sanctioned	Full	<i>Rs.10 cr (*)</i>	NIL	NIL	NIL	NIL	(i) Includes expenditure for acquisition of land, whether private, Govt or forest etc.,
b.	For operating projects	Rs.20 cr	Rs.2 cr	NIL	NIL	NIL	NIL	<i>(ii) (*) Total expenditure on land acquisitions shall be limited to the sanctioned cost of land as per the DPR.</i>
B	Administrative sanction and detailed cost estimate for Revenue Works/Procurement							
6.	Raw material, operational stores & spares, consumables, components, stores for	Full	Rs.100 cr	Rs. 20 cr	<i>Rs 10 Cr (Only HoD P&A-HO)</i>	-	Rs. 1 cr	(i) Within the approved Budget for the relevant head of expenditure. (ii) This head will be operated for all revenue items.



S. No.	Nature of powers	CMD	FD	HOP	HOD (HO)	HOD (Project)	HOU/ HO(RO)	Remarks
	hospital, <i>Medicines</i> , canteen, schools, laboratory, loose tools & tackles, printing & stationary, computer consumables etc.,							(iii) For Printing & Stationery and Computer Consumables, centralized procurement by P&A department and C&IT department respectively shall continue.
C	INVITATION OF TENDER & AWARD OF CONTRACT/WO/PO							
1	Packages under DPR & New Works / Procurement of goods – planned and unplanned & Deposit works	Rs.50 cr	OTE- Rs.30 cr LTE-Rs.10 cr STE- Proprietary - Rs.2 cr STE- Nomination – Rs.1 cr	OTE- Rs.20 cr LTE-Rs.2 cr STE- Proprietary Rs.1 cr STE- Nomination – Rs.50 lakhs	OTE- Rs.10 cr LTE-Rs.2 cr STE- <i>Proprietary</i> Rs.1 cr STE- Nomination – Rs.50 lakhs	OTE- Rs.2 cr LTE- Rs.20 lakhs	OTE- Rs.1 cr LTE – Rs.10 lakhs	Invitation of tenders (i) Issue of Tender to be based on standard clauses / guidelines issued from time to time (ii) The PQC for OTE along with deviation statement to standard clauses (including justification) to be concurred by Finance. (iii) Mode of tendering to be concurred in case of LTE/STE (iv) Rate contracts for operational works / procurement through OTE/LTE/STE shall also be included. (<i>For placement of orders against RCs, Only Purchase/Service Requisitions (PR/SR's) are to be concurred.</i>)
2.	Operational & Maintenance works - core activities + non	Rs 50 Cr (Cor-1)	OTE- Rs.30 cr (Cor-1)	OTE- Rs.20 cr	OTE- Rs.20 cr	OTE- Rs.5 cr	OTE- Rs.5 cr	(v) For O&M works/rate contracts for procurement, services and works, the financial ceiling is for annualized value. (vi) For proprietary procurement at HO, proprietary certificate to be signed by HOP/HOD-HO/HOU/HO-RO & for other



S. No.	Nature of powers	CMD	FD	HOP	HOD (HO)	HOD (Project)	HOU/ HO(RO)	Remarks
	core +procurement+ Insurance		LTE-Rs.20 cr STE- - Proprietary - Rs.5 cr STE-Nomination – Rs.2 cr	LTE-Rs.10 cr STE- Proprietary - Rs.2 cr STE-Nomination – Rs.1 cr	LTE-Rs.10 cr STE- Proprietary Rs.1 cr	LTE-Rs.1 cr	LTE-Rs.1 cr STE- Proprietary- Rs.50 lakhs	cases the respective head of user department shall sign it. Further, for cases requiring approval of CMD and above, the proprietary certificate shall be counter signed by the concerned FD. (vii) For C 2. STE – Proprietary shall pertain to works from OEM/OPM only <i>(including Authorised Dealers by OEM/OPM only)</i> Evaluation & Award of work (i) Evaluation of offers and award of work on basis of TSC recommendations without Financial concurrence upto FD level (ii) The initial discovered L1 price shall form the basis for determining the C/A for seeking subsequent approvals till finalization of the case. During tender process if a case is escalated to higher authority all subsequent approvals shall be sought from same authority till finalization of the case. (iii) The respective C/A shall exercise full powers for award of work, subject to regularization of additional expenditure on account of tender premium, if any, before the actual expenditure breaches the budget sanction. User department shall process for necessary approvals for additional budget sanction <i>(No FC) – (Cor – 1)</i> (iv) Single offer against OTE/LTE – In case of receipt of single valid offer / techno-commercially acceptable offer against OTE or LTE, the same shall be considered as Single Tender for the purpose of seeking approval of Competent Authority as per DoP



S. No.	Nature of powers	CMD	FD	HOP	HOD (HO)	HOD (Project)	HOU/HO(RO)	Remarks
								(clause no. 5.6.7 of Manual for Procurement of Works -2022). <i>(Cor – 1)</i>
3.	Consultancy (Under Revenue Budget)	Full	OTE- Rs.5 cr LTE-Rs.2 cr <i>Nomination – 10 Lakhs</i>	<i>OTE- Rs.20 Lakhs</i> <i>LTE-Rs.10 lakhs</i> <i>Nomination – Rs 5 lakhs</i>	-	-	-	Same as C (1) above
D	Execution of Procurement Order / Works / Services / Consultancy							
3. a.	Variation/Deviation - Interim & Final in existing items / extra items / substitute items in item rate contracts In case of orders falling within their own approval	Full	Full	Full	Full	Full	Full	(i) In case of negative deviation beyond 20%, respective competent authority shall be informed.

S. No.	Nature of powers	CMD	FD	HOP	HOD (HO)	HOD (Project)	HOU/ HO(RO)	Remarks
6.	Extension of Date of Completion							
a.	Interim	Full	Full (For works awarded by ECOD/CM D/HOD - HO)	Full (For works awarded by FD/HoP/Ho D(Project))	-	-	Full (For works awarded by FD/HoU /HO(RO))	(i) For Interim Extension of works/procurement reserving right to levy LD/ penalty – (without FC).
b.	Final	Full	Full	Full	Full	Full	Full	(ii) Final Extension for works/procurements falling within their own powers & shall be processed along with Delay Analysis & with FC.
d.	Short-closure / Suspension /Termination of contracts	Full	Full	Full	-	-	-	(i) Full powers for works / procurement falling within their own powers. (ii) Detailed justification for short closure / Suspension / termination of contract to be given by the executing department. (ii) Executing department shall clearly specify whether balance work (if any) is required to be executed either departmentally or through another contractor (under risk & cost, if applicable).
9	To incur contingent expenditure in relation to purchases	Full	Full	Up to Rs 100,000 /- in each case	Up to Rs 50,000 /- in each case	-	Up to Rs 50,000 /- in each case	With Financial Concurrence



S. No.	Nature of powers	CMD	FD	HOP	HOD (HO)	HOD (Project)	HOU/ HO(RO)	Remarks
10	Approve express purchases without calling for tenders	Full	Full	Full	Full	-	Full	(i) In accordance with the procedure and monetary limits for the items indicated in the Materials Management Manual. (ii) Without Financial concurrence, in case of procurement through Committee having Finance Executive as member.



E Turnkey Projects

GUIDELINES / PREAMBLE FOR EXERCISE OF POWERS

- 14. Centralized procurement would continue to be done at Head Quarters for items listed in the MM Manual, though the value of such items may fall within the delegated powers of HoP.*

Standard Operating Procedure

4.0 APPROVAL OF ANNUAL CAPITAL BUDGET

- 4.7 Sanction of Capital Works and Procurement is valid for a period of two years only. To elaborate, a work included for initiation in RE/BE for FY 21-22 can be taken up during FY 21-22 / FY 22-23 only. If not initiated during these *two* years, fresh sanction is required to be obtained.

5.0 UNPLANNED WORKS / PROCUREMENT NOT APPEARING IN THE CATALOGUE

- 5.4 *For works / procurement which are unforeseen / unplanned and are to be executed immediately without waiting for inclusion in Capital Budget BE /RE, the same shall be taken up as per the DoP clause A-2(b)*

9.0 Roles & Responsibility of the TSC members:

- 9.2 Based on the Comparative Statement prepared by the dealing officer of the executing dept, the TSC shall scrutinize the tenders received against the Notice Inviting Tender (NIT) and confirm the receipt of the tender essentials such as EMD, Solvency Certificate, Letter of Undertaking, Integrity Pact etc., under Part I & II of the Tender.
- 9.4 *Non- receipt of Integrity Pact with bid – In case of receipt of any bid /offer without accompanying Integrity Pact (wherever mandated as per the terms of the tender), the respective bid / offer shall be considered to be non-responsive and summarily rejected. However, if the bidder has submitted Integrity Pact in its original offer (Physical Copy/ Online), but the same is not in conformity with the tender stipulations, the respective bidder may be provided an opportunity to submit the revised Integrity Pact as per the prescribed format, failing which the bid / offer shall be rejected. (Clause no. 7.3 of manual for Procurement of Works – 2022). However Original Integrity Pact (Physical Copy) shall be obtained in all cases before placement of order.*



NMDC LIMITED

DELEGATION OF POWERS

March – 2023

(Section - B)

Procurement, Works, Consultancy & Services

(Updated up to Corrigendum -2 dated 12.05.2023)



DELEGATION OF POWERS FOR PROCUREMENT / WORKS / CONSULTANCY / SERVICES

S. No.	Nature of powers	CMD	FD	HOP	HOD (HO)	HOD (Project)	HOU/ HO(RO)	Remarks
A	Administrative Sanction for procurement of goods / works & inclusion in Capital Budget							
1.a	Packaging of sanctioned DPR	Full	NIL	NIL	NIL	NIL	NIL	(i) The indicative cost of the packages to be proposed by user department. (ii) Details at para 6.3 of SOP
1.b.	Sanction of detailed cost estimate of packages under DPR	Full	Rs.500 Cr	Rs.50 Cr	Rs 50 Cr	NIL	NIL	(i) Detailed Cost Estimate given by User Dept for package wise works / procurement under DPR including 'Deposit Works' (ii) Packages would include Consultants for PMC/EPCM etc., (Cor-2) (iii) Within the overall sanctioned DPR cost including variations
2	Administrative Sanction of New Capital Works /Procurement/ Consultants (Cor-2)							(i) Expenditure proposed shall be sanctioned for inclusion in Capital Budget (RE or BE as applicable). (ii) Details as per SOP.
a.	Planned	Rs 20 cr	Rs.10 cr	Rs.5 cr	NIL	NIL	NIL	(iii) PC dept shall be coordinating for compilation of total budget for new works / procurement of goods (iv) Ceiling limits are for each case (v) Tendering action for the sanctioned work/procurement /Consultant can be taken up, However Award Letter shall be issued only after inclusion of the same in Capital Budget.- (Cor-2)



S. No.	Nature of powers	CMD	FD	HOP	HOD (HO)	HOD (Project)	HOU/ HO(RO)	Remarks
b.	Unplanned schemes. <i>-(Cor-2)</i>	Rs. 1.50 cr	Rs.1 cr	Rs.50 lakhs (subject to annual ceiling of Rs.2 cr)	NIL	NIL	NIL	(i) Subject to overall budget limit as confirmed by executing department (ii) Ceiling limits are for each case (iii) Proposal shall be made comprehensively with detailed justification (iv) Executing department shall submit Quarterly report to CMD, B & C section of Finance department (v) Details as per para 5 of SOP
3.	Land acquisition							
a.	Where DPR is sanctioned	Full	Rs.10 cr (*) <i>(Cor-2)</i>	NIL	NIL	NIL	NIL	(i) Includes expenditure for acquisition of land, whether private, Govt or forest etc., (ii) (*) Total expenditure on land acquisitions shall be limited to the sanctioned cost of land as per the DPR. <i>(Cor-2)</i>
b.	For operating projects	Rs.20 cr	Rs.2 cr	NIL	NIL	NIL	NIL	
B	Administrative sanction and detailed cost estimate for Revenue Works/Procurement							
1.a	Operational & Maintenance works - core activities.	Full	Rs.100 cr	Rs.20 cr	-	-	Rs. 1 cr	(i) Within the approved Budget for the relevant head of expenditure as approved by Board. (ii) For existing non core services, HOP, HOD(HO) and HOU/HO(RO) will have full powers upto 10% variation in scope / number of units as per previous original sanction by FD (iii) For new non core services, initial approval shall be by FD
1.b	Outsourcing of Operational & Maintenance works – non core activities.	-	Full	Full	Full	-	Full	



S. No.	Nature of powers	CMD	FD	HOP	HOD (HO)	HOD (Project)	HOU/ HO(RO)	Remarks
2.	Consultancy	Full	Rs.3 cr	Rs.20 lakhs	Rs.10 lakhs	NIL	NIL	
3.	Insurance	-	Full	Full#	Full#	NIL	Full#	(i) (#) Applicable for non centralized cases of existing project specific insurance coverage (ii) Powers for selection of Insurance Intermediaries, TPA etc., shall lie with CMD only.
4.	Statutory levies / expenses – sanction and release	-	Full*	Full*	Full*			* For HOP & HOD(HO), powers are applicable only for revenue items /operating projects. For FD, powers are applicable for sanctioned projects in addition to above.
5.	Undertake works for outsiders / Govt depts. including R&D jobs	-	-	Full	Full		Full	(i) Subject to availability of spare capacity and recovery of all charges (including fixed cost) with minimum 12% profit margin (ii) Quarterly report to CMD
6.	Raw material, operational stores & spares, consumables, components, stores for hospital, Medicines, canteen, schools, laboratory, loose tools & tackles, printing & stationery, computer consumables etc.,	Full	Rs.100 cr	Rs. 20 cr	Rs 10 Cr (Only HoD P&A-HO) (Cor-2)	-	Rs. 1 cr	(i) Within the approved Budget for the relevant head of expenditure. (ii) This head will be operated for all revenue items (iii) For Printing & Stationery and Computer Consumables, centralized procurement by P&A department and C&IT department respectively shall continue.



S. No.	Nature of powers	CMD	FD	HOP	HOD (HO)	HOD (Project)	HOU/ HO(RO)	Remarks
C	INVITATION OF TENDER & AWARD OF CONTRACT/WO/PO							
1	Packages under DPR & New Works / Procurement of goods – planned and unplanned & Deposit works	Rs.50 cr	OTE- Rs.30 cr LTE-Rs.10 cr STE- Proprietary - Rs.2 cr STE- Nomination – Rs.1 cr	OTE- Rs.20 cr LTE-Rs.2 cr STE- Proprietary Rs.1 cr STE- Nomination – Rs.50 lakhs	OTE- Rs.10 cr LTE-Rs.2 cr STE- Proprietary Rs.1 cr STE- Nomination – Rs.50 lakhs	OTE- Rs.2 cr LTE- Rs.20 lakhs	OTE- Rs.1 cr LTE – Rs.10 lakhs	Invitation of tenders (i) Issue of Tender to be based on standard clauses / guidelines issued from time to time (ii) The PQC for OTE along with deviation statement to standard clauses (including justification) to be concurred by Finance. (iii) Mode of tendering to be concurred in case of LTE/STE (iv) Rate contracts for operational works / procurement through OTE/LTE/STE shall also be included. (For placement of orders against RCs, Only Purchase/Service Requisitions (PR/SR's) are to be concurred.)- <i>(Cor-2)</i> (v) For O&M works/rate contracts for procurement, services and works, the financial ceiling is for annualized value. (vi) For proprietary procurement at HO, proprietary certificate to be signed by HOP/HOD-HO/HOU/HO-RO & for other cases the respective head of user department shall sign it. Further, for cases requiring approval of CMD and above, the proprietary certificate shall be counter signed by the concerned FD.
2.	Operational & Maintenance works - core activities + non core +procurement+ Insurance	Rs 50 Cr <i>(Cor-1)</i>	OTE- Rs.30 cr <i>(Cor-1)</i> LTE-Rs.20 cr STE- Proprietary - Rs.5 cr STE- Nomination – Rs.2 cr	OTE- Rs.20 cr LTE-Rs.10 cr STE- Proprietary - Rs.2 cr STE- Nomination – Rs.1 cr	OTE- Rs.20 cr LTE-Rs.10 cr STE- Proprietary Rs.1 cr	OTE- Rs.5 cr LTE-Rs.1 cr	OTE- Rs.5 cr LTE- Rs.1 cr STE- Proprietary- Rs.50 lakhs	



S. No.	Nature of powers	CMD	FD	HOP	HOD (HO)	HOD (Project)	HOU/ HO(RO)	Remarks
								(vii) For C 2. STE – Proprietary shall pertain to works from OEM/OPM only (including Authorised Dealers by OEM/OPM only) <i>-(Cor-2)</i> Evaluation & Award of work (i) Evaluation of offers and award of work on basis of TSC recommendations without Financial concurrence upto FD level (ii) The initial discovered L1 price shall form the basis for determining the C/A for seeking subsequent approvals till finalization of the case. During tender process if a case is escalated to higher authority all subsequent approvals shall be sought from same authority till finalization of the case (iii) The respective C/A shall exercise full powers for award of work, subject to regularization of additional expenditure on account of tender premium, if any, before the actual expenditure breaches the budget sanction. User department shall process for necessary approvals for additional budget sanction <i>(No FC)-(Cor-1)</i> (iv) Single offer against OTE/LTE – In case of receipt of single valid offer / techno-commercially acceptable offer against OTE or LTE, the same shall be considered as Single Tender for the purpose of seeking approval of Competent Authority as per DoP (clause no. 5.6.7 of Manual for Procurement of Works -2022). – <i>(Cor-1)</i>



S. No.	Nature of powers	CMD	FD	HOP	HOD (HO)	HOD (Project)	HOU/ HO(RO)	Remarks
3.	Consultancy (Under Revenue Budget)	Full	OTE- Rs.5 cr LTE-Rs.2 cr Nomination – 10 Lakhs (Cor-2)	OTE- Rs.20 Lakhs (Cor-2) LTE-Rs.10 lakhs (Cor-2) Nomination – Rs 5 lakhs (Cor-2)	-	-	-	Same as C(1) above
D	Execution of Procurement Order / Works / Services / Consultancy - (Cor-2)							
1.	Obtaining additional quantities against POs for revenue items	-	-	Full	Full	Full	Full	(i) Subject to provisions in approved budget (ii) Approval by original approving authority subject to total value of procurement including additional quantity falling within the delegated powers of such authority (iii) Upto 30% of original ordered quantities and availability of suitable clause in tender.
2.	Repeat orders against purchase orders for revenue items	-	-	Full	Full	Full	Full	(i) Same as E.1point (i) to (ii) above (ii) Repeat order can be placed within 6 months from date of original order for upto 50% of original quantity, based on certification from user department that prices are not on a decline. (iii) Original order should have been placed based on competitive bidding (OTE/LTE) with minimum three valid offers (iv) Repeat order is to be approved by the same authority who has approved the original order provided consolidated value falls within his powers



S. No.	Nature of powers	CMD	FD	HOP	HOD (HO)	HOD (Project)	HOU/ HO(RO)	Remarks
								(v) Sister projects can also avail of the provision subject to NOC from the project placing the original order and overall coordination.
3.	Variation/Deviation - Interim & Final in existing items / extra items / substitute items in item rate contracts							
a.	In case of orders falling within their own approval	Full	Full	Full	Full	Full	Full	(i) In case of negative deviation beyond 20%, respective competent authority shall be informed.
b.	In case orders approved by higher authorities	-	20% - for orders approved by CMD and 10%- for orders approved by ECOD with cap of Rs.10 cr	20% - for orders approved by FD and 10%- for orders approved by CMD with a cap of Rs. 2 cr and Rs.2 cr for orders approved by ECOD	20% - for orders approved by FD and 10%- for orders approved by CMD with a cap of Rs. 2 cr and Rs.2 cr for orders approved by ECOD	20% - for orders approved by HOP	10% - for orders approved by FD	(i) Subject to amended work order value falling within the power of such higher authority. (ii) Approval of deviation beyond prescribed limits shall be by respective Competent authority (iii) The above prescribed limits are exclusive of escalation payment if any and with reference to the originally awarded contract value. (iv) In case of negative deviation beyond 20%, respective competent authority shall be informed



S. No.	Nature of powers	CMD	FD	HOP	HOD (HO)	HOD (Project)	HOU/ HO(RO)	Remarks
4.	Execution of contracts/POs / agreements /including issue of LOI/WO	-	-	Full	Full	Full	Full	(i) LOI/WOs/POs shall contain terms & conditions as per the approved bidding document/NIT (ii) No FC is required
5.	Deviations to Terms of LAC/PO/WO							
a.	With financial implication	Full	Full	Full	Full	Full	Full	(i) Subject to revised value falling within their powers.
b.	Without financial implication	Full	Full	Full	Full	Full	Full	(ii) No FC for (5) (b) only
6.	Extension of Date of Completion							
a.	Interim	Full	Full (For works awarded by ECOD/CM D/HOD - HO) (Cor-2)	Full (For works awarded by FD/HoP/HoD (Project) (Cor-2)	-	-	Full (For works awarded by FD/HoU /HO(RO)) (Cor-2) Full	(i) For Interim Extension of works/procurement reserving right to levy LD/ penalty – (without FC). (Cor-2)
b.	Final	Full	Full	Full	Full	Full	Full	(ii) Final Extension for works/procurements falling within their own powers & shall be processed along with Delay Analysis & with FC. (Cor-2)



S. No.	Nature of powers	CMD	FD	HOP	HOD (HO)	HOD (Project)	HOU/ HO(RO)	Remarks
c.	Waiver of LD/penalty (where otherwise applicable)	Full	Full	-	-	-	-	(i) Full for works / procurement falling within their own powers. (ii) Along with detailed justification for waiver of LD/penalty.
d.	Short-closure / Suspension/Termination of contracts (Cor-2)	Full	Full	Full	-	-	-	(i) Full powers for works / procurement falling within their own powers. (ii) Detailed justification for short closure / Suspension/ termination of contract to be given by the executing department.- (Cor-2) (iii) Executing department shall clearly specify whether balance work (if any) is required to be executed either departmentally or through another contractor (under risk & cost, if applicable).
7.	Sanction of demurrage / wharfage	-	Full	Rs. 10 lakhs	-	-	Rs.5 lakhs	(i) Reasons to be recorded
8.	EMERGENCY Works / Procurement	-	Full	Full	-	-	-	As per SOP para 8.
9 (Cor-2)	To incur contingent expenditure in relation to purchases	Full	Full	Up to Rs 100,000 /- in each case	Up to Rs 50,000 /- in each case	-	Up to Rs 50,000 /- in each case	With Financial Concurrence



S. No.	Nature of powers	CMD	FD	HOP	HOD (HO)	HOD (Project)	HOU/ HO(RO)	Remarks
10 (Cor -2)	Approve express purchases without calling for tenders	Full	Full	Full	Full	-	Full	(i) In accordance with the procedure and monetary limits for the items indicated in the Materials Management Manual. (ii) Without Financial concurrence, in case of procurement through Committee having Finance Executive as member.



E. Turnkey contract

Normally LSTK contracts do not provide for change in contract value as the contractor has to complete the envisaged scope of work with the given broad technical specifications. However, occasionally, due to unforeseen circumstances warranting change in specifications, scope etc., additional payment may be envisaged over the original contract value. However, this clause has to be operated **only under exceptional circumstances with adequate justification.**

The lump-sum turn-key contracts are generally awarded with certain pre-included special terms & conditions, which are to be invoked only in extraordinary circumstances, based on the requirement, with proper justifications. Some of these clauses are listed below, along with corresponding delegation:-

a. Cases where approval is required from the original approving authority for award of contract:-

- i. Termination / Suspension of Contract
- ii. Invocation of Negligence / Risk & Cost action against contractor
- iii. Issue of Change Order (beyond 5% of original awarded value or Rs.5 crores – whichever is lower)
- iv. Partial Take-over of Facilities
- v. Deemed Commissioning / PG / FAC of package due to Employer's Delay
- vi. Final Time Extension & Contract Closure based on Final Delay Analysis
- vii. Waiver of LD under special circumstances, where otherwise applicable
- viii. Alteration in the composition of consortium (in case of substitution of any member with an alternate member).

b. Cases where approval is required from FD, even if original contract is awarded with approval of CMD:-

- i. Issue of Change Order (up to 5% of original awarded value or Rs.5 crores – whichever is lower)
- ii. Interim Time Extension reserving the right to levy LD at later stage (without FC)
- iii. All deviations without any financial implications, without FC, but in consultation with Law department wherever required (Example – Change in name / address / account details of contractor, Change in status of the contractor / consortium member on account of corporate restructuring etc.)
- iv. Direct Payment to sub-contractors / vendors as per the contractual clause (without FC).



c. Cases where approval is required from HoP, even if original contract is awarded with approval of FD:-

- i. Issue of Change Order (up to 5% of original awarded value or Rs.1 crore – whichever is lower)
- ii. Interim Time Extension reserving the right to levy LD at later stage (without FC)
- iii. All deviations without any financial implications, without FC, but in consultation with Law department wherever required (Example – Change in name / address / account details of contractor, Change in status of the contractor / consortium member on account of corporate restructuring etc.)
- iv. Direct Payment to sub-contractors / vendors as per the contractual clause (without FC).

d. Initiation of Dispute Resolution as per contract (Amicable Settlement / Conciliation / Arbitration) should always be undertaken with approval of CMD.

e. Notes:

- (i) For sanction & subsequent revision(s) of Billing Schedule where RA bill payments can be released by amending the billing schedule, such proposals can be approved by HoP / HoD (Proj) / HoU / HoRO (as originally approving authority). Further, HoP is also empowered for sanction & subsequent revision(s) of Billing Schedule for the contracts awarded with the approval of FD / CMD / ECoD, in line with the prevailing practice.
- (ii) Approval of the Billing Schedule revision would require Financial Concurrence. However, it is to be ensured by the executing department that the items / quantities already paid for are not altered while revising the BS. Further, this power shall not be misconstrued as revision to payment milestones of 5%+5%+77.5%+12.5% as approved in the contract.
- (iii) The respective Competent Authorities at every level are authorized to exercise full powers for invoking of all the above mentioned contract clauses (except point no. d – Dispute Resolution).
- (iv) For any deviations with financial implications beyond the stipulated contractual provisions, the respective proposals shall require approval of CMD / ECoD only (with FC).



GUIDELINES/PREAMBLE FOR EXERCISE OF POWERS

1. The Delegation of Powers envisages a high degree of accountability in operation of the powers by the Competent Authority indicated against each hierarchy of powers.
2. The Delegation of powers is intended to serve the purposes of smooth, expeditious and efficient realization of company's goals and targets within the policy framework.
3. The use of Delegation of Powers (DOP) as an instrument of crushing the process time of transactions pre-supposes existence of a fool proof budgetary control system wherein the expenditure proposals are examined in depth and got approved before their inclusion in the Budget. Therefore, it is to be ensured that Budgets are prepared and examined in depth and approval of Competent Authority is sought well in advance for effective implementation during each financial year.
4. **Powers delegated herein cannot be further sub-delegated.**
5. Exercise of powers shall be subject to observance of relevant policies, rules and regulations of the Company and principles of financial propriety.
6. The powers delegated herein are subject to the provisions of the Companies Act 2013, the Memorandum and Articles of Association of the Company and any instructions or guidelines issued by the Government of India including the Central Vigilance Commission on specific matters from time to time.
7. The powers delegated to an executive can be exercised by the executive above his level.
8. Where financial limit has been prescribed, this shall mean up to and including that amount per case except where annual limit has been indicated. This shall also include all taxes and duties.
9. The nomenclature of Competent authority as indicated in the Delegation of Powers is defined below:
 - a) The Head of Project viz., Bacheli Complex, Kirandul Complex, Donimalai Complex, DIOM Pellet Plant, Panna, Ranchi & Slurry Pipeline(SPL).



- b) The Head of Units viz., Sponge Iron Unit, Raipur Investigation, R&D Centre.
- c) The Head of Departments at Project – The HODs of various departments who directly report to HOP shall exercise the powers of HOD-Projects provided they are in the rank of DGM and above. In case they are below the rank of DGM, these powers can be exercised by AGM level officer also subject to specific authorization by HOP.
- d) Head of Department – HO – The Head Of departments of various functions who are directly reporting to FD and who are of the rank of GM and above shall exercise the powers of HOD-HO. provided they are in the rank of GM and above.
- e) Head of Regional Offices, viz., Vizag, Chennai, Kolkata, Mumbai, Delhi, Bangalore and Bhubaneswar Offices, provided they are of the rank of AGM and above.

10. Financial concurrence is required for all the items under the Delegation of Powers except when specifically mentioned in the 'Remarks' column as not required.

11. Minimum level of Finance Executive for Financial Concurrence shall be as under:-

	APPROVING/SANCTIONING AUTHORITY	CONCURRING AUTHORITY
1	Board/ECOD/CMD	Director Finance
2	Functional Director	Head of Department (HOD) Finance-HO
3	Head of Project	Head of Department (HOD) Finance-Project
4	Head of Department – Project	One level below Head of Department - Project or next available officer in hierarchy
5	Head of Department (HO)	Deputy General Manager (DGM)(HO)
6	Head of RO	Head of Department(Fin)(RO)
7	Head of Unit	Head of Department(Fin)(unit)

12. Executive and Approving Authority shall ensure that the proposals are not split only for purposes of bringing the decision within the powers of a delegatee.



13. *Confidentiality of the tender process* : Tender file to be treated as confidential till such time final decision is reached. *Information relating to the examination , clarification, evaluation & comparison of bids and recommendations for the award of contract, shall not be disclosed to the bidders or any other person not officially connected with such process until the award to successful bidder has been announced. (Clause no. 5.4.1 (i) of Manual for Procurement of Works - 2022)*

14. **Centralized procurement would continue to be done at Head Quarters for items listed in the MM Manual, though the value of such items may fall within the delegated powers of HoP. -(Cor-2)**

15. In case of dissent given by finance member of the TSC in the minutes, the following procedure shall be adopted:

- a. Approving authority shall consult with his corresponding concurring authority as per point 11 and would take a decision in consensus with such concurring authority. In case of lack of consensus at that level, such case would stand escalated to the next level of Competent authority, who would take a decision in consensus with his corresponding concurring authority and so on. In case the issue is non resolved by the approving authority at FD level in consensus with HOD (Finance), HO, the case would be referred to Director (Finance) for final decision .
- b. In other cases of dissent by other TSC members, after following the guidelines envisaged in the SOP at point no.9.8 accepting authority shall have the right to accept / modify / reject / discharge the tender as deemed fit and such decision shall not be subject to further review

16. Abbreviations used: CMD–Chairman-cum-Managing Director; FD–Functional Directors; HOP–Head of Project; HOU-Head of Units;; Heads of ROs – Head of Regional Offices; HODs – Heads of Department; HOD-F –Head of Department-Finance ; CGM – Chief General Manager; GM – General Manager; DGM – Dy General Manager; AGM – Assistant General Manager.

17. In case of any doubt in the implementation of the subject of DOP, the same may be referred to Director(Finance).



18. Transition methodology to new DOP

- (i) This document supersedes all other documentation issued in this regard and connected therewith (for section B and C of the existing DOP by CMD). All the existing / running cases shall also be deemed to be encompassed within the ambit of this document.
- (ii) The prescribed methodology for processing the respective cases for inclusion in Annual Budget of the company shall be effective from FY 2023-24 onwards. For the cases which are already included in the Annual Budget of the previous year, the same shall be processed by respective executing department for seeking administrative sanction of Competent Authority as per this DOP. For new cases, (not included in the approved annual budget of the previous year) the prescribed methodology of seeking administrative sanction before inclusion in the budgets as per this DOP shall be applicable.
- (iii) For issues arising during execution of already awarded contracts, the provisions of this DOP shall prevail as if they have already been awarded under the new DOP.



Standard Operating Procedure

(Updated up to Corrigendum -2 dated 12.05.2023)

1.0 TYPES OF WORKS

All the works taken up in the Company fall under either of the following two categories.

- 1.1 **Capital Works:** Capital Works are taken up for acquiring or improving the long-term assets such as construction of Plant & machinery, buildings etc., and represent major investments that a company makes to maintain or expand its business and generate additional profits.
- 1.2 **Revenue Works:** Revenue works are required to be taken up for various operational and maintenance requirements of an entity for generating operational revenues and for maintenance of capital assets for each financial year. They include inter alia core works such as hiring of mining equipment, repairs & maintenance etc., and non-core works such as support services for security, hiring of vehicles, canteen, medical etc.

2.0 BUDGET CALENDER

- 2.1 The Annual Budget incorporates estimates for two years i.e. for current financial year (Revised Estimates) and for the ensuing financial year (Budget estimates) for both Revenue Budget and Capital Budget.
- 2.2 The Revised Estimates for Revenue and Capital expenditure are prepared based on actual expenditure for the first quarter and estimates for 9 months.
- 2.3 The calendar of activities for preparation of Revenue Budget is given at **Annexure I**.
- 2.4 The calendar for activities for preparation of Capital Budget is given at **Annexure II**.

3.0 ANNUAL BUDGET - CAPITAL WORKS

- 3.1 The Annual Budgets for Capital Works incorporates capital expenditure proposals under the following heads:
 - 3.1.1 Detailed Project Report (DPR)
 - 3.1.2 New Works / Procurement of goods (Erstwhile AMR)



- 3.2 The annual budget incorporates estimates for two years i.e., for current financial year (Revised Estimates) and for the ensuing financial year (Budget estimates). A detailed procedure for working out the capital expenditure, head-wise, is provided in this document.

4.0 APPROVAL OF ANNUAL CAPITAL BUDGET

- 4.1 The procedure to be followed for the DPR works to be undertaken during the year is detailed at para 6.0.
- 4.2 The procedure to be followed for the New works / Procurement of Goods to be undertaken during the year is detailed at para 8.0.
- 4.3 On approval of the item wise Budget by the CMD, Finance department will incorporate the same into the Annual Capital Budget for RE current year and for BE of the ensuing year for seeking the approval of the Board.
- 4.4 Post approval of Annual Budget by the Board, executing department shall publish a 'Catalogue' (**Annexure III**) containing item-wise details of sanctioned budget and circulate to all the Projects / Units etc., for implementation.
- 4.5 The catalogue shall thus contain the details of all the New Works/ procurement sanctioned and proposed to be undertaken during the current year RE if any and BE for ensuing year. It shall also contain the budgeted expenditure against such new works/procurement, and the expenditure budgeted against Works in Progress. Thus, the listing of the work in the Budget shall be a sin qua non for taking up any New Works or for releasing payments against Works in Progress.
- 4.6 The procedure for 'unplanned Works /procurement' is detailed at para 5.0.
- 4.7 Sanction of Capital Works and Procurement is valid for a period of two years only. To elaborate, a work included for initiation in RE/BE for FY 21-22 can be taken up during FY 21-22 / FY 22-23 only. If not initiated during these two years, fresh sanction is required to be obtained. – (Cor-2)

5.0 UNPLANNED WORKS / PROCUREMENT NOT APPEARING IN THE CATALOGUE

- 5.1 Generally only capital works appearing in the approved capital budget booklet can be taken up for execution.
- 5.2 Works approved under BE column of the Budget will be executed till the RE for the current financial year is approved for the current financial year.



- 5.3 Unimplemented works where provision was made under previous year RE only (no BE provision was made for next financial year) may also be executed provided the same are again included in the current year's RE.
- 5.4 *For works / procurement which are unforeseen / unplanned and are to be executed immediately without waiting for inclusion in Capital Budget BE /RE, the same shall be taken up as per the DoP clause A-2(b) – (Cor-2)*

6.0 DPR WORKS

6.1 Nature of items

- 6.1.1 For long term sustainability, business relevance and competitiveness, the Company has to continuously explore various opportunities for organic and inorganic expansion and diversification. Such decisions have significant financial implications in terms of Capital Infusion, Sourcing of Funds and also carry the element of Risk.
- 6.1.2 For taking an informed decision on such growth opportunities, a Detailed project report (DPR) / Techno Economic Feasibility Report (TEFR) is prepared either in-house or by engaging the services of an external consultant.
- 6.1.3 A DPR / TEFR is thus a comprehensive document detailing the objective for proposing the project / scheme, the technical aspects, sourcing of resources, infrastructure requirements, the user acceptability, market dynamics, long term demand / supply projections, pricing trends, the financial viability along with source of funding, etc. Once approved, the DPR / TEFR also serves as a framework for planning and implementing the project.
- 6.1.4 It is a site specific document and aims at optimization of the scheme in its entirety. It also serves as a Bankable feasibility Report of the project for sourcing of external funding if required.
- 6.1.5 A DPR / TEFR is prepared generally for creation of a green field, stand-alone profit center which is evaluated for its technical and financial viability (based on cash flows, payback period, Return on Investment, IRR, NPV etc.).
- 6.1.6 A DPR / TEFR is also prepared for any increase in the existing installed capacities in brownfield projects along with technical / financial feasibility analysis.



6.2 Approval of DPR Works

- 6.2.1 The DPRs / TEFs with capital investment shall normally require further Due Diligence by external Consultants as a matter of additional financial validation before sanction of the investment decision.
- 6.2.2 The DPR / TEF and Due Diligence Report, wherever applicable, shall be examined in Finance department of H.O. before seeking sanction of project by Board / ECoD / CMD as the case may be.

6.3 Packaging philosophy for DPR works:

- 6.3.1 The capital expenditure projected under the DPR / TEF may be captured under the broad expenditure heads such as Land, Plant & Machinery, Civil & Structural Works etc. and the detailed Packaging philosophy may not be available at the stage of Project sanction.
- 6.3.2 Post sanction of the DPR / TEF, the implementation of the project is required to be taken up by breaking up of the project into various packages according to the order in which they are required to be taken up.
- 6.3.3 Thus, the Packaging philosophy with indicative cost estimate for the packages shall be proposed by User department through concerned FD and shall be concurred in Finance before approval of CMD.

6.4 Inclusion in Budget:

- 6.4.1 The year wise phasing out of the packages shall be worked out by the User department in consultation with the Consultant, if any, depending on the project completion period.
- 6.4.2 Depending on the sourcing of funds, i.e. from internal resources / debt financing in consultation with HO Finance, User dept shall propose for the packages to be taken up during the Budget Period along with expected expenditure during the Budget Period.
- 6.4.3 Consolidated list of all such DPR related proposals shall be compiled in the Projects department and thoroughly reviewed before forwarding the same to Finance department at HO for their scrutiny and further incorporation into the Annual Capital Budget for RE current year and for BE of the ensuing year for seeking the approval of the Board.



7.0 NEW WORKS / PROCUREMENT OF GOODS (ERSTWHILE AMR)

7.1 Nature of work/ Procurement

- 7.1.1 All capital expenditure on Additions, Modifications and Replacement of the existing assets in the areas of existing operations of the Company are included under this budget.
- 7.1.2 Capital expenditure proposals in townships in units for improvement in the employees dwelling accommodations and associated infrastructure for promoting employee well being and welfare can also be included under this Budget.
- 7.1.3 The budget proposals shall be worked out based on the extant Circulars /Guidelines issued by the Company on the subject.

7.2 Sanction-New works / Procurement of Goods

7.2.1 Budget for New Proposals

- 7.2.1.1 Individual proposals containing detailed justification and abstract of cost estimate for New Capital Works / new procurement proposed to be taken up during the current year for along with the budgeted estimated expenditure proposed for inclusion in RE and for subsequent financial year for inclusion in BE shall be approved by HoP/HoU/HO-RO after concurrence by Local Finance.
- 7.2.1.2 The consolidated list of the proposals so approved shall be forwarded to executing department as per format at **Annexure IV**, for inclusion under the Budget. This process shall be completed by 31st July of each FY as specified in the Budget Calendar.

7.2.2 Budget for Ongoing Works

- 7.2.2.1 Head of Project / Unit / RO shall review all ongoing works/ procurement , approved during the previous years, and submit to executing department at HO for inclusion of fund requirement during the current financial year (RE) and the subsequent financial year (BE) against these works before 31st July of FY as specified in the Budget Calendar.
- 7.2.2.2 Details of work/procurement, year and amount of original sanction, expenditure already incurred up to current period, expenditure proposed for current year (RE) and for subsequent year (BE) will be included in the proposal and financial concurrence obtained for



the same at the local level. The format prescribed for submission of details with respect to Ongoing Works/procurement shall be as per **Annexure V**.

- 7.2.2.3 While proposing the budget estimate for these works, Units will thoroughly review the balance fund required to complete the ongoing capital work / procurement and submit detailed justifications for any variation to the approved budget for seeking sanction for the variation. This process shall be completed by 31st July of each FY as specified in the Budget Calendar.

7.2.3 **Budget approval:**

- 7.2.3.1 The above proposals for 'New/ongoing Works/procurement' shall be reviewed by executing department at HO before forwarding the consolidated Budget to Finance department by 31st August of the financial year.
- 7.2.3.2 Finance department shall check the Budget and process for approval of the CMD through the concerned Functional Director.

8.0 Emergency works

- 8.1 Emergency works are defined as those works, both capital and revenue, which are needed to be taken up immediately to
 - 8.1.1 Avoid /mitigate loss of life / property or
 - 8.1.2 Avoid loss due to fire or accident / or any other natural calamities etc
 - 8.1.3 Avoid Stoppage of production.
- 8.2 Since Emergency Works cannot be anticipated during the plan period, no specific budget sanction would be available for the same in the Capital or Revenue Budget.
- 8.3 In the eventuality of any such emergency event or mishap, the Head of concerned Project / Unit of operation shall immediately take all necessary action to mitigate the loss / casualty, based even on informal communication to competent authority.
- 8.4 The Head of the Project / Unit shall thereafter issue an 'Emergency Certificate' as per the format prescribed at **Annexure VI**.
- 8.5 For this purpose, the Head of the Unit may engage the appropriate contractor or agency on Single Tender Basis and award the work on the basis of Letter of Intent with instruction to take up the work immediately. Regularizing Letter of Award of Contract can be issued subsequently.



- 8.6 If the financial value of work falls beyond the delegated powers of HOP/HoU, he shall obtain ratification of the action taken by submitting a Report covering the nature of emergency, extent of damage / loss incurred, financial implications thereof, steps taken to mitigate the risk / loss with financial, legal implications of the same along with the 'Emergency Certificate'.
- 8.7 Even if the financial value of the work falls within the delegated powers of HOP/ HoU, he shall submit an Information Memorandum to the concerned FD enclosing the 'Emergency Certificate'.
- 8.8 No financial concurrence is required for executing emergency works.

9.0 Roles & Responsibility of the TSC members:

- 9.1 *Constitution of TSC: Competent Authority for constitution of TSC shall be the same authority who is competent for issue of tender enquiry, except for cases requiring approval of CMD and higher authorities wherein FD shall continue exercise full powers for constitution of TSC. - (Cor-1)*
- 9.2 Based on the Comparative Statement prepared by the dealing officer of the executing dept, the TSC shall scrutinize the tenders received against the Notice Inviting Tender (NIT) and confirm the receipt of the tender essentials such as EMD, Solvency Certificate, Letter of Undertaking, Integrity Pact etc., under Part I & II of the Tender. - (Cor-2)
- 9.3 The TSC shall confirm the receipt of all other documentation and other information envisaged under Part II of the tender required for further processing of the tenders.
- 9.4 Non- receipt of Integrity Pact with bid – In case of receipt of any bid /offer without accompanying Integrity Pact (wherever mandated as per the terms of the tender), the respective bid / offer shall be considered to be non-responsive and summarily rejected. However, if the bidder has submitted Integrity Pact in its original offer (Physical Copy/ Online), but the same is not in conformity with the tender stipulations, the respective bidder may be provided an opportunity to submit the revised Integrity Pact as per the prescribed format, failing which the bid / offer shall be rejected. (Clause no. 7.3 of manual for Procurement of Works – 2022). However Original Integrity Pact (Physical Copy) shall be obtained in all cases before placement of order. (Cor-1) & (Cor-2)
- 9.5 Discrepancies between Original and Scanned Documents in E-tender – In case of any discrepancy between original & scanned documents submitted by any bidder in case of e-tender, the original copy shall prevail over the scanned copy of the respective document. Under such circumstances, the issue should be conveyed to the bidder for addressing the matter within a target date, failing which the offer shall be liable for rejection. (Clause no. 5.4.3 of Manual for Procurement of Works – 2022). (Cor-1)



- 9.6 Clarification of Bids / Shortfall Documents – No post-bid clarification at the initiative of the bidder shall be entertained by NMDC. In case of any shortfall of documents, NMDC shall seek the respective clarifications from the concerned bidders. However, no new credentials shall be allowed to be submitted after the opening of the bids. (Clause no. 5.4.5 of Manual for Procurement of Works -2022). (Cor-1)
- 9.7 The TSC shall as a collective body, sign off on the recommendations for approval of the Competent Authority. Thus the responsibility of the members of the TSC is joint and several.
- 9.8 The TSC shall evaluate the eligibility of the bidder with regard to the Pre-Qualification Criteria envisaged in the NIT.
- 9.9 On acceptance of techno commercial recommendations of the TSC by the Competent Authority, the price bid will be opened and based on the Price Comparative statement prepared by the dealing Officer of the executing dept, TSC shall identify the Lowest bidder and evaluate the reasonability of the price for acceptance or otherwise.
- 9.10 TSC shall record all the significant issues for giving conclusive recommendation to the Competent Authority. The TSC recommendations shall be objective, unambiguous and categorical and shall be supported by facts and figures, wherever required.
- 9.11 In case of any major difference of opinion between the TSC members, the dissenting member may record his dissent along with details thereof for enabling the Competent Authority to arrive at a holistic view. The detailed modality in case of dissent by Finance member is given in the DOP at point 14 of Guidelines /Preamble for exercise of powers.
- 9.12 In case of dissent by any other member, the following methodology may be followed:

Handling Dissent among Tender Committee

All members of the TSC should resolve their difference through personal discussions instead of making to and fro references in writing. In cases where it is not possible to come to a consensus and differences persist amongst TSC members, the reasons for dissent of a member should be recorded in a balanced manner along with the majority's views on the dissent note. The final recommendations should be that of the majority's views and such situations should be rare. The Competent Authority (CA) can overrule such dissent notes after recording reasons for doing so clearly. His decision would be final.



In cases where the CA does not agree with the majority or unanimous recommendations of the TC, he should record his views and, if possible, firstly send it back to TC to reconsider along with the lines of the tender accepting authority's views. However, if the TC, after considering the views of the CA, sticks to its own earlier recommendations, the CA can finally decide as deemed fit, duly recording detailed reasons. He will be responsible for such decisions. However, such situations should be rare.



Annexure I**Revenue Budget Calendar – RE Current Year & BE Next Year**

The details of Revenue Budget are collected from all the units and are then compiled at H.O. and put up to Board for its approval. The following timelines shall be maintained for the preparation of the budget:

Sl. No.	Details of the Process	Role / Responsibility	Calendar
1	Fixation of Physical targets and likely selling price for Revenue Budget	PC Dept & Commercial Dept	15 June
2	Issue of Circular to units for preparation of Revenue Budget	B&C section, HO	1 st week of July
3	Submission of Budget by Projects / Units RO (Based on 3 months Actual + 9 months Estimate)		By 31 st August
4	Consolidation of Budget received from Projects	B&C section, HO	By 15 th September
5	Submission to Audit Committee / Board for approval	Finance dept, HO	By 30 th September-15 th November
6	Intimation of Approved Budget to Units		By 30 th November

Capital Budget Calendar – RE Current Year & BE Next Year

The following timelines shall be maintained for the preparation of the budget:

Sl. No.	Details of the Process	Role / Responsibility	Calendar
1	Issue of Circular to concerned HoDs / Package In-charges etc. for preparation of Capital Budget	B&C section, HO	First week of July
2	Capital Budget under 'New Projects', 'Continuing Projects', 'Ongoing Works' to be submitted by projects / unit /RO to H.O. PC department / Executing department by 1 st August		By 1 st August
3	Review of Budget proposals by executing dept forwarding to Finance department at H.O.	Executing dept	By 31 st August
4	Consolidation of proposals and approval of CMD for Item-wise Budget	B&C section, HO	By 15 th September
5	Submission of Capital Budget to NMDC Board	Finance dept, HO	By 30 th September-15 th November
6	Intimation of Approved Budget to projects / unit /RO Units	B&C section, HO	30 November

Annexure III

NMDC Limited

New Works / Procurement Catalogue for the years RE 20__ & BE 20__

Project / Unit RO: _____

Rs. Crores

Sl. No.	Name of the items	Year of Sanction	Original Sanction value / Revised Approval	Expenditure incurred up to March 20__ (PY)	Amount required for balance works	Amount sanctioned under RE 20__	Amount sanctioned under BE 20__	Remarks
1	2	3	4	5	6(4-5)	7	8	9
A.	New Works / Procurement			NA				
	Sub Total							
B.	Ongoing Works							
	Sub Total							
C.	Grand Total							

Annexure IV

NMDC Limited

Proposal for inclusion of New Works / Procurement for the years RE 20__ & BE 20__

Project / Unit/RO: _____

Rs. Crores

Sl. No.	Name of the items	Work / Procurement proposed	Proposed Tenure / Duration	Proposed Total Cost for Sanction	Amount proposed under RE 20__	Amount proposed under BE 20__
1	2	3	4	5	6	7
_____ Signature of Proposing Department Head			_____ Signature of Concurring Officer		_____ Signature of Head of Unit / Project / RO	

Note: Item wise detailed Justifications / Remarks of the concurring officer and approving authority shall be furnished along with the above statement.

Annexure V

NMDC Limited

Proposal for inclusion of Ongoing Works / Procurement for the years RE 20__ & BE 20__

Project / Unit: _____

Rs. Crores

Sl. No.	Name of the items	Year of Original Sanction	Original Sanction Amount	Revised Value	Expenditure incurred up to March 20__ (PY)	Balance Fund Required for Completing Work	Amount sanctioned under BE of Current Year	Amount proposed under RE 20__ (Current Year)	Amount proposed under BE (Next Year)	Remarks by proposing department	Remarks of Concurring Officer
1	2	3	4	5	6	7	8	9	10	11	12
_____ Signature of Proposing Department Head Date: _____				_____ Signature of Concurring Officer Date: _____			_____ Signature of Head of Unit / Project / RO Date: _____				

Note: Remarks of the Proposing department, Concurring Officer and Approving Authority shall be attached to the above statement if required.

NMDC Limited
EMERGENCY CERTIFICATE

Project / Unit: _____

1. Nature of Emergency : _____
2. Details of Loss occurred, if any : _____
3. Financial & Legal implications of event : _____
4. Steps taken for mitigation of loss : _____
5. Details of engagement of agency for
executing emergency measures : _____
6. Remarks : _____

Certified that the above details are true to the best of my knowledge and belief and the steps taken above were taken in good faith to _____ in the best interest of Company.

Signature of Head of Project / Unit

Date: _____

Place: _____

NMDC LIMITED

DELEGATION OF POWERS

May – 2023

(Section - C)

(Funds and Finance)



Sl No	Nature of Powers	CMD	Dir (Fin)	HoP	HoD – F (HO)	HoU / HoRO	HOD(F) Projects/ RO's/Units	Remarks
1.	To open Bank Accounts, Hiring of Lockers. and to nominate authorized signatories to sign all required documents on Corporation's behalf	Full	Full	-	-	-	-	With Financial Concurrence
2.	To operate Bank Accounts & lockers and to nominate authorized signatories to sign on Corporation's behalf cheques, bills, acceptances etc. to transfer, negotiate, endorse, discharge and otherwise deal in Govt. securities and to execute counter guarantees/indemnity	Full	Full	-	-	-	-	With Financial Concurrence



Sl No	Nature of Powers	CMD	Dir (Fin)	HoP	HoD – F (HO)	HoU / HoRO	HOD(F) Projects/ RO's/Units	Remarks
	applications and guarantee forms in favour of Banks for issue of guarantee/indemnity / letters of credits by them on behalf of the Corporation							
3	Investment of Weekly Surplus Funds	Full	Up to Rs 200 Crs (Fortnightly Report to be submitted to CMD.) (*)	-	-	-	-	Based on the Recommendations of Investment Committee which shall be in line with the DPE & Board guidelines. (*) Delegated by Board in its meeting dated 13.11.2017 vide resolution no 507-I-15.
4	Redemption of Mutual Funds	Full	Full	-	Full for redemption within 1 week (Quarterly Report to be submitted to DF.) (*)	-	-	1. With Financial Concurrence. 2. (*) Delegated by Board in its meeting dated 13.11.2017 vide resolution no 507-I-15.



Sl No	Nature of Powers	CMD	Dir (Fin)	HoP	HoD – F (HO)	HoU / HoRO	HOD(F) Projects/ RO's/Units	Remarks
5	Pre-mature closure of Bank Fixed Deposits	Full	Up to Rs 200 Crs in each case	-	-	-	-	1. With Financial Concurrence.
6	To enter into forward contracts with Banks in respect of Foreign Exchange Transactions and foreclosures thereof.	Full	Full	-	-	-	-	1. With Financial Concurrence. 2. Transactions where the resultant loss is more than Rs 5 Lakh per transaction shall be reported to the Board in periodical meetings.
7	Availing cash credit facilities, overdrafts and other borrowings from Banks	Full	Full	-	-	-	-	Subject to monetary limits and other guidelines given by Board.
8	To incur Bank charges and commission on Bank transactions	Full	Full	Full	Full	Full	Full	
9	Appointment of Tax Auditors under income Tax Act.	Full	Full	-	-	-	-	1. Subject to the guidelines of Companies Act / Rules on the subject. 2. With Financial Concurrence.



Sl No	Nature of Powers	CMD	Dir (Fin)	HoP	HoD – F (HO)	HoU / HoRO	HOD(F) Projects/ RO's/Units	Remarks
10(a)	To appoint Consultants /Advocates on sales tax, Income tax, service tax, Excise duty matters etc.	Full	Full	Upto Rs 100,000/- in each case subject to Rs 10,00,000 /- per Annum	Upto Rs 75,000/- in each case subject to Rs 7,50,000/- per Annum	Upto Rs 50,000/- in each case subject to Rs 5,00,000/- per Annum	-	As per 1 & 2 above.
(b)	To appoint Actuaries and Valuers for determining the values of assets/liabilities.	Full	Full	-	Rs 2 lakhs in each case.	-	-	With Financial Concurrence
(c)	To appoint Credit Rating agency/agencies	Full	Full	-	-	-	-	With Financial Concurrence.
(d)	To appoint any consultant or agency for compliance related to Foreign Transactions.	Full	Full	-	Upto Rs 100,000/- in each case subject to Rs 5,00,000/-	-	-	With Financial Concurrence.



Sl No	Nature of Powers	CMD	Dir (Fin)	HoP	HoD – F (HO)	HoU / HoRO	HOD(F) Projects/ RO's/Units	Remarks
					per Annum			
11.	To authorize payment of all expenses, charges and other amounts in discharge of obligations/ Liabilities and to receive amounts in behalf of the company.	Full	Full	-	-	-	-	With Financial Concurrence
12.	To close the Bank Accounts and Lockers facilities.	Full	Full	-	-	-	-	With Financial Concurrence
13.	Approval of contributions/charges to PF, GSLI, premia to LIC on Gratuity policy and other related matters etc.,	Full	Full	-	Full (For existing Policies)	-	-	1. As per provisions of the relevant Acts & Rules thereunder. 2. With Financial Concurrence.

