



Design, Manufacture, Supply, Installation, Testing and Commissioning of 4 sets of 25 kWp Grid Interactive Roof Top Solar Power Plant, one each for Kailash Nagar Barrack, Camp Office-Dep.11C, Time Office-Dep.11 B & Service Centre-Dep.14, at Bailadila Iron Ore Mine (BIOM), Kirandul Complex on Lump Sum Turnkey (LSTK) basis and Comprehensive AMC(CAMC) for 5 years.

Important Instructions for E-procurement

(Updated document and Instructions for e-procurement for excel based tender on MSTC's e-portal)

This is an e-tender event of NMDC Limited. The e-tender service provider is MSTC Limited.

You are requested to carefully read the specific eligibility conditions of NIT, Terms & Conditions under Instructions to the Tenderer and also the Evaluation Criteria of this tender before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the tender for opening of Price Bid.

1.Process of E- tender:

A) Registration: The process involves Contractors registration with MSTC Limited e-procurement portal (www.mstcecommerce.com) which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Commercial, Techno-Commercial Bid as well as Price Bid over the internet will be done. The Contractor should possess **Class III signing type digital certificate**. Contractors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC Ltd is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT

<http://www.mstcecommerce.com/eprochome/nmdc/>

- 1). Contractors are required to register themselves online with <http://www.mstcecommerce.com/eprochome/nmdc/> → Register as Vendor (Contractors) Filling up details and creating own user id and password → Submit.
- 2). Contractors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact MSTC Limited, (before the scheduled closing time of the e- tender).

FOREIGN BIDDERS: The Foreign Bidder should possess only INDIAN DSC in order to participate in the eTender from any INDIAN DSC provider.

B) System Requirement:

The following requirements need to be fulfilled for optimum use of MSTC e-procurement system.

- (1) A computer connected to internet through an ISP.
- (2) The computer should have adequate RAM depending on version of Windows.
- (3) The computer (Desktop / Laptop) should have Windows 7 or above.
- (4) The website is best viewed in Internet Explorer version 7 or above.
- (5) The protected mode of the computer should be turned off for higher version of Windows where available.



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- (6) Latest Drivers for your Digital Signature Certificate should be installed properly in the computer.
- (7) The computer should have latest Java Runtime Environment version (Windows X86 Offline file) installed in it.

NOTE: FOR FURTHER DETAILS THE VENDORS MAY REFER TO THE FOLLOWING LINK AT

- 1.) **FAQ:** www.mstcecommerce.com/eprochome
- 2.) **Vendor Guide Link:**
<http://www.mstcecommerce.com/eprochome/UserManualVendor.pdf>
- 3.) **Video Link :**
<http://www.mstcecommerce.com/auctionhome/RenderFileViewVideo.jsp?file=IE-Configuration.mp4>

2.) Submission of Bids:

- a.) Login to www.mstcecommerce.com/eprochome/nmdc → Vendor Login → My menu → Bidding Floor → live event → Selection of the live event → Fill PART A, PART B and PART C and upload the docs.
- b.) The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done immediately after clicking on the Commercial bid. If this application is not run then the bidders will not be able to save/submit his/her bid.
- c.) **PART A:**
 - 1.) Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.
 - 2.) Bidder(s) need to submit necessary Tender fee and EMD as mentioned in Clause respectively of the schedule of tender, to be eligible to bid online in the e-tender. Tender fees is non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by NMDC Ltd.
 - 3.) The bidder has to submit scan copies of all the documents as mentioned in the NIT for PART A along with the hardcopies to NMDC before scheduled closing time.
 - 4.) If any of the documents are not submitted, the bidder shall be considered as non-responsive and their bid shall be liable for rejection and PART-B of such unresponsive bid will not be opened.
- d.) **PART B:** Techno-Commercial bid will be opened electronically whose Part A Commercial Bid is found to be Commercially acceptable to NMDC Ltd on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.
- e.) **PART C:**

After submitting Cover I & Cover II, the vendor needs to do the following:

 1. Click on 'Download Price' and download the Price Schedule (Excel Document).
 2. Bidder needs to fill up price only in the unprotected cells in the Excel sheet(s) offline and save the file **without renaming** the file name. Bidder should not modify the protected cells. Please note System will not accept the renamed/modified file.
 3. Click on 'Upload Price' Button to upload the filled up excel file.
 4. Click on 'Final Submission' to submit the tender.



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NOTE: Bidder should not modify the filename OR file extension. It may be noted that if any corrupted/ Bad/ Macro enabled file is uploaded at the time of price bid, System will not be able to open/read such corrupted/ Bad/ Macro enabled file. Such bids will be liable for rejection.

Price bid will be opened electronically of only those bidder(s) whose Part B Techno-Commercial Bid is found to be Techno-Commercially acceptable to NMDC Ltd. Such bidder(s) will be intimated the date of opening of Part C Price bid, through valid email confirmed by them. The Bidders are advised to offer their most competitive prices while submitting the price bid.

- f.) All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
- g.) Bidders are instructed to use *upload Docs* button against each clause in PART A and PART B under event number selected. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.
- h.) All notices and correspondence to the bidder(s) shall be sent through email during the process till finalization of tender by NMDC Ltd. Hence the bidders are required to ensure that their email I.D. provided is valid and updated at the stage of registration of vendor. Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
- i.) Please note that there is no provision to take out the list of parties who are downloading the Tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. **The responsibility of downloading the related corrigenda, if any, will be that of the bidders.**
- j.) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to bidders who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eprhome/nmdc of MSTC Ltd. or www.nmdc.co.in of NMDC Ltd
- k.) E-tender cannot be accessed after the due date and time mentioned in NIT.
- l.) In all cases, bidders should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- m.) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- n.) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned.
- o.) All electronic bids submitted during the e-tender process shall be legally binding on the bidders. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by N M D C Ltd will form a binding contract between NMDC Ltd and the Bidder for execution of work. Such successful bidder shall be called hereafter **Contractor**.
- p.) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- q.) NMDC Ltd reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- r.) No deviation in the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions of the tender.
- s.) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted as per UOM/currency indicated in the e-tender floor/tender document.



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Please note below MSTC contact details with escalation matrix:

For Registration / DSC Mapping / Login / Bidding related issues/queries				
Initial Mail	Email: hyd@mstcindia.co.in	Contact Points: Time: 10:00 to 18:00 Land line: (040)- 23301049		
TO		NMDC Location	Name	Mobile No
	krishna366377@gmail.com	Head Office / Panna/Vizag	Krishna Kanth	8333036366
			Naveen	9985626969
			Rajsekhar	8464073640
		Bacheli/Kirandul	Manoj Swain	78986 55791
	Donimalai	Salomie	08395274630 8971476454	
For Technical Issue – All Locations				
Escalation 1	Email	Contact Points		
CC	bteja@mstcindia.co.in	B. Teja	6281048513	
	srshaik@mstcindia.co.in	Suraiya R. Shaik, DM	7406047869	
Escalation 2	Email	Contact Points		
CC	rpurushottam@mstcindia.co.in	Renu Purushottam, ADDL. GM (BM) - 08884406412		

General Notes:

- 1) Bids for the subject work have been invited in three bid system as mentioned in NIT viz. (a). Part-I consisting of EMD and Tender Fee (i.e. cost of bidding / bidding fee); (b). Part-II containing pre-qualification data, techno-commercial bid and dummy price schedule, besides Letter of Undertaking and Integrity Pact & (c). Part-III- Price Bid. As such, Part-A, Part-B and Part-C indicated in the above instructions for e-procurement are synonymous to Part-I, Part-II and Part-III respectively as indicated in NIT.
- 2) In case of any clarification, please contact NMDC/MSTC Limited (well before the scheduled time of e-tender).
- 3) (A) For only those bidders whose EMD and Tender Fee (i.e. Part-I documents of offer) are received by GM(Contracts), 4th Floor, Contract Department, NMDC Limited, Castle Hills, Masab Tank, Hyderabad – 500 028 in original before the Closing Time in line with NIT provisions, Part I and Part II of the online bids will be opened on specified date and time as given in the NIT.
(B) Part III (Price bid) will be opened electronically of only those bidder(s) whose Part I & II of Bid are found to be acceptable to NMDC Ltd. Such bidder(s) will be intimated about the date of opening of Part III Price Bids, through valid email confirmed by them.



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- 4) Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein as well as in the tender document.
- 5) The bidders must upload all the documents required as per terms of NIT. Any other Document uploaded which is not required as per the terms of the NIT shall not be considered.
- 6) The bid will be evaluated based on the filled-in technical & commercial formats and considering the evaluation criteria as per tender document.
- 7) The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.
- 8) NMDC has the right to cancel this e-tender or extend the due date of receipt of bids without assigning any reason thereof.
- 9) The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the MSTC website as described above.
- 10) Necessary addendum/ corrigendum (if any) of tender would be hosted only in the e-tendering portal of M.S.T.C. and any other website (s) (viz. NMDC/ CPP Portal) as may be mentioned in the tender document.
- 11) Any other condition regarding receipt of tender in conventional method appearing in the tender document may please be treated as not applicable, except for specific requirements, if any mentioned in the tender document.
- 12) The bidders should upload the documents duly signing each and every page.
- 13) It should be the responsibility of the bidder to ensure that scanned copies of the uploaded documents on the e- tender platform are legible.
- 14) The bidders are advised to submit their bids well in advance so as to avoid last minute technical issues and consequent lapse of time, even though every care is taken to avoid such issues.



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NOTICE INVITING TENDER



Design, Manufacture, Supply, Installation, Testing and Commissioning of 4 sets of 25 kWp Grid Interactive Roof Top Solar Power Plant, one each for Kailash Nagar Barrack, Camp Office-Dep.11C, Time Office-Dep.11 B & Service Centre-Dep.14, at Bailadila Iron Ore Mine (BIOM), Kirandul Complex on Lump Sum Turnkey (LSTK) basis and Comprehensive AMC(CAMC) for 5 years.

NMDC LIMITED

(A Government of India Enterprise)

‘Khanij Bhavan’, 10-3-311/A, Castle Hills, Masab Tank, Hyderabad – 500028

Tender Enquiry No: HO (Contracts)/ Roof Top Solar/Kirandul/2019/214 Dated 27/07/2020

NOTICE INVITING TENDER

- 1.0** NMDC Limited (hereinafter also referred as NMDC/ Owner/Employer) is a public-sector company under the Ministry of Steel, Government of India, primarily engaged in the business of exploring minerals and developing mines to produce raw materials for the industry, it is also expanding its activities towards steel making and other value added products.
- 2.0** NMDC invites bids **in e-tender mode on MSTC website (NMDC’s e-tender service provider): <http://mstcecommerce.com>** from domestic bidders in three bid system i.e. comprising of **(a). Part-I** consisting of ‘EMD and Tender Fee (i.e. cost of bidding / bidding fee); **(b). Part-II** containing **pre-qualification data, techno-commercial bid, dummy price schedule, Letter of Undertaking** (in Company’s letter head of the bidder) **and Integrity Pact (IP) & (c). Part-III- Price Bid**, for the work of “*Design, Manufacture, Supply, Installation, Testing and Commissioning of 4 sets of 25 kWp Grid Interactive Roof Top Solar Power Plant, one each for Kailash Nagar Barrack, Camp Office-Dep.11C, Time Office-Dep.11 B & Service Centre-Dep.14, at Bailadila Iron Ore Mine (BIOM), Kirandul Complex on Lump Sum Turnkey(LSTK) basis and Comprehensive AMC(CAMC) for 5 years*”.
- 3.0** Eligible Bidders: The Invitation for Bids is open to all eligible Indian bidders meeting the pre-qualification criteria as defined in clause no. **8.0** of NIT. **The prospective bidder should be a company / firm / establishment meeting the prescribed qualification criteria on its own. Bids from Individuals / Consortium/ Associate are not applicable.**
- (a). All bidders shall provide in Part-II of their offer, a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for NMDC for the Contract. A firm that has been engaged by the owner to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.
- (b). Government-owned enterprises may only participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the Owner.
- (c). Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the owner.

- 4.0** The complete set of Tender documents can be viewed and / or downloaded from the following website links from **27/07/2020 to 31/08/2020**:

NMDC Limited: <http://www.nmdc.co.in/nmdctender/default.aspx>

Central Public Procurement Portal: <https://eprocure.gov.in/epublish/app>

MSTC Limited: <http://www.mstcecommerce.com/eprochome/nmdc/buyerlogin.jsp>



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Tender documents and/or corrigendum downloaded from NMDC website /Central Public procurement portal/ MSTC website shall only be considered as authentic. Tender documents downloaded from any other source / website is/are liable for rejection. For further details regarding downloading of tender documents and submission of bid, EMD, Tender Fee etc., please refer the section ‘Schedule of Tender’ (SOT) and ‘Important Instructions for E-Procurement’ of these tender documents. No hard copies of tender documents will be put under sale to intending bidders.

- 4.1 The Bidder shall download the “Tender Document” available in the website in totality. It will be presumed that the Bidder have gone through the entire tender documents available in the website which shall be binding on them.
- 4.2 It shall be the responsibility of the prospective bidders to ensure that the Bids have been submitted in the formats and as per the terms and conditions prescribed in the website and no change is made therein. The documents placed in website along with this detailed Notice Inviting Tender (NIT) form the complete bidding document. All the documents along with detailed NIT as placed in the website are final including clarification, drawings, corrigendum, addendum, pre-bid meetings, if any. On verification, at any time, whether the Bidder is successful or not, if any of the documents submitted by the Bidder including the documents downloaded from Employer’s above-mentioned website / issued are found tampered/ altered / incomplete, they are liable for rejection, cancellation & termination of the Contract, debarring, etc. as per the rules of the Company. In case of any discrepancies between Tender documents downloaded from the website and the master copy available with NMDC, the master copy shall be considered authentic and shall be binding on the Bidder. No claim on this account from the Bidders will be entertained.
- 4.3 The details for accessing the tender documents are as per the advertised ‘Press Notification’ which is also included as a previous section of these tender documents.
- 4.4 Complete Bid submission (i.e. Part-I, Part-II and Part-III) has to be done electronically on MSTC’s e-tender platform while the original hard copies of Part-I documents (*and any other documents specified for submission along with Part-I*) also need to be submitted as per stipulations of tender documents.
- Interested Bidders may obtain further information from:**
*General Manager (Contracts), NMDC Limited,
Contracts Department, 4th Floor, 10-3-311/A, Khanij Bhavan,
Castle Hills, Masab Tank, Hyderabad-500028,
Ph: +91-40 23532800, Fax No: +91-40 23534746, Email: contracts@nmdc.co.in*
- 4.5 On submission of bid, it will be presumed that the Bidder has gone through the entire bidding document including any Corrigenda / Amendments / Clarifications issued, available in the website which shall be binding on the bidder.

5.0 Pre-Bid Conference

- a) Pre-bid conference (off-line) will be held on **13/08/2020** at NMDC Limited, Hyderabad, from 1100 hours onwards where intending bidders may obtain necessary clarifications to their queries, if any, from NMDC. All such queries seeking clarification on the bid documents / intimation of bidder’s participation in pre-bid meeting, shall be submitted through e-mail to



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contracts@nmdc.co.in preferably one week prior to the date of pre-bid meeting addressing to General Manager (Contracts), NMDC Ltd. The intending bidders shall forward the editable soft copy of the queries in MS-WORD or EXCEL format to NMDC LTD at contracts@nmdc.co.in. The intending bidders shall also parallelly forward the **hard copies** of the same queries in **three sets by clearly super scribing on the envelope as 'Pre-bid queries'** so as to reach General Manager (Contracts), IVth Floor, NMDC LTD, 10-3-311/A, Khanij Bhavan Masab Tank, Hyderabad well within the last date set for receipt of pre-bid queries.

- b) The prospective bidder or his authorized representative may attend the pre-bid meeting as indicated above. The purpose of the pre-bid meeting will be to clarify issues and to answer questions/queries on any matter related to the bid that may be raised till that stage by prospective bidders.
- c) Pre-bid clarifications including any amendment/corrigenda/clarifications issued prior to submission of bids would be put up on the MSTC's e-tender site <http://mstcecommerce.com> besides NMDC's website www.nmdc.co.in and Central Public Procurement (CPP) portal www.eprocure.gov.in for the purpose of downloading by all the prospective bidders. All such clarifications shall form part of bid documents.
- d) The prospective bidders have to check the website(s) for any amendment/corrigenda/clarifications periodically. All prospective bidders are presumed to have examined all amendments/corrigenda/clarifications published on the website and have submitted their bids accordingly. In case any queries remain unreplied, it shall be construed that in respect of those queries, the respective stipulations of the bidding documents shall continue to apply and/or no new stipulations are made with respect to those queries.
- e) The OWNER will not be bound by any oral clarification or interpretations of the bid document which may be made by any of its employees, representatives or agents.
- f) No extension of time for submission of bids will be granted on account of Bidder's request for interpretation/clarifications. **Queries received after pre-bid conference are not likely to be entertained.**

6.0 COMPLETION TIME

Time is an important factor of the contract. **The period of completion shall be 05 (five) months [upto commissioning] from the date of issue of Letter of Award of Contract (LAC).** The completion period is inclusive of monsoon period.

The Comprehensive Annual Maintenance Contract (CAMC) for a period of **5 (five) years** will commence following the completion of guarantee period of 24 months from the date of successful commissioning as detailed in **Vol-II (Scope of Work & Technical Specifications)** of the tender document.

7.0 EARNEST MONEY DEPOSIT

- (a) The tenderer is required to submit Earnest Money of Rs. **1,33,000/- (Rupees One Lakh Thirty-Three Thousand only)** along with the Tender in one of the following alternative forms:



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A crossed bank draft (or banker's cheque in case of local parties), in favour of NMDC Limited payable at Hyderabad from any Nationalised Indian Bank/scheduled commercial bank including a foreign bank having a branch in India.

OR

An irrevocable Bank Guarantee initially valid for Nine (09) months from the date of opening of Part-I of tender) of any Nationalised Indian Bank /scheduled commercial bank including a foreign bank having a branch in India in favour of NMDC Limited, Hyderabad, as per the proforma for EMD Bank Guarantee (Annexure-2 of ITT) enclosed with these tender documents.

Note: The bidder may also submit the EMD by using either any UPI App (Scan & Pay) or through On-line / NEFT mode as detailed in the section Schedule of Tender (SOT) of tender document. Any one of the prescribed modes to be used for submission.

- (b) Any other form of payment like Cheque (i.e. other than banker's cheque in case of local parties), Money Order, Postal Order, Fixed Deposit, Cash Deposit Receipt etc. are not acceptable towards EMD. **The EMD deposited will not carry any interest.**
- (c) In case the tenderer wants to submit the EMD in the form of BG then the tenderer should inform his banker that the original bank guarantee should be sent to the tender receiving authority of NMDC directly by the bank within stipulated time under registered post (A/D) at the following address super scribing the 'NMDC's Tender Enquiry No.' and 'Name of Work' on the envelope containing original BG, and a copy of the same BG shall be submitted by the tenderer along with the tender for linking:

Kind Attn.: GM(Contracts)

NMDC Ltd,

Contracts Department, 4th Floor, Khanij Bhavan

10-3-311/A, CASTLE HILLS,

MASAB TANK,

HYDERABAD – 500 028.

In case the tenderer submits the original EMD BG directly to NMDC along with his tender, he must ensure that a duplicate copy of the same BG is sent directly within stipulated time by the issuing bank to NMDC's Tender Receiving Authority under Registered Post (A/D) at the above address. In the event of discrepancy between the original bank guarantee with respect to the copy of BG as submitted by the tenderer or the duplicate copy of BG as sent by the bank, and /or delays in submission of original / duplicate BGs, the tender shall be liable for rejection.

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

7.1 Exemption for EMD and Tender Fee -regarding

- a) This tender being for 'Works Contract', is not covered under the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 and accordingly, the benefits of (i). Exemption from submission of Tender Fee, (ii). Exemption from Payment of Earnest Money and (iii). Price Preference, are not extendable to the MSE bidders.



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- b) Central Government Departments / PSUs will be exempted from paying bid fee only. In other words they **will not be granted any exemption from submission of EMD / Security Deposit or any price preference.**

8.0 PRE-QUALIFICATION CRITERIA:

8.1 Financial:

- 8.1.1 The average annual financial turnover during the last 3 years, **ending 31st March of the financial year 2018-19** should be at least **Rs. 40 Lakhs** (Rupees Forty Lakhs only), supported by Audited Financial Statements including P&L account and Balance Sheet.
- 8.1.2 The bidder should be solvent for a value not less than **Rs. 33 Lakhs** (Rupees Thirty-Three Lakhs only) and shall submit an original Solvency Certificate from any Nationalized Indian bank / Scheduled commercial bank including a foreign bank having a branch in India (*including correspondent bank / representative office in India*) dated not earlier than 3 months from the due date of submission of the tender.

Bidder may also submit Line of Credit In lieu of Solvency certificate from any Indian Bank / Scheduled commercial bank including a foreign bank having a branch in India as per the prescribed format given in these tender documents.

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

- a) Value of the total solvency is meeting the combined requirement of all tenders under consideration.
- b) Date of issue of the solvency certificate shall meet the tender stipulations.

- 8.1.3 **No default by the Bidder:** The bidder should not be in default to any banker/financial institution as per the audited annual report for the immediate preceding financial year. The bidder shall submit the audited annual report for the immediate preceding financial year. However, the firms who do not have audited annual report, certificate in this regard shall be obtained from Chartered Accountant and copy of the same shall be submitted.

8.2 Technical / Experience:

In the last 07 (seven) years ending last day of the month previous to the one in which tenders are invited, tenderer should have successfully completed either of the following:-

- a) **One** completed '*work*' of value not less than **Rs 80 lakhs**
(OR)
- b) **Two** completed '*works*' of value not less than **Rs 47 lakhs each**
(OR)
- c) **Three** completed '*works*' of value not less than **Rs 33 lakhs each**



Design, Manufacture, Supply, Installation, Testing and Commissioning of 4 sets of 25 kWp Grid Interactive Roof Top Solar Power Plant, one each for Kailash Nagar Barrack, Camp Office-Dep.11C, Time Office-Dep.11 B & Service Centre-Dep.14, at Bailadila Iron Ore Mine (BIOM), Kirandul Complex on Lump Sum Turnkey (LSTK) basis and Comprehensive AMC(CAMC) for 5 years.

Note- ‘Work’ means “*Supply, Testing, commissioning and satisfactory operation / maintenance for a period of one year after commissioning*” of a grid interactive roof top solar power plant of minimum 25kWp cumulative capacity having at least one unit of minimum 10kWp including all structural & electrical works.

Notes:

- a) The above should be supported by relevant documentary evidence. Notarized copies of certificates issued by the organization shall form the basis for considering experience of work executed. Certificate from private organization shall be supported by TDS certificate.
- b) In support of technical / experience credentials, bidder shall submit the list of projects commissioned along with their LOI/Work Orders, Commissioning certificate and certification of performance including operation / maintenance, as stipulated.
- c) The offers of the tenderers not meeting the pre-qualifying requirements and not producing supportive documents are likely to be rejected and no correspondence whatsoever shall be entertained.
- d) NMDC reserves its right to verify the documents/information submitted or inspect the installation done. The tenderer shall provide necessary facilities for this purpose.
- e) For Solvency information, the prescribed format is at **Annexure-12** of ITT.

9.0 Opening of Tenders:

- (A) **Part I** of the bid which contains originals of the **EMD and Tender Fee** received by General Manager (Contracts), 4th Floor, Contracts Department, NMDC Limited, Castle Hills, Masab Tank, Hyderabad – 500 028 before the due date and time of Tender opening will be opened along with electronic opening of the Part I received on the e- tender platform, on the date and time for opening set by NMDC, followed by opening of Part-II.

Only for such bidders who comply with the requirements of submitting documents in **Part- I** of the bid (i.e. the originals of **EMD and Tender Fee**) received before the Closing date & Time by the tender receiving authority, their bids will be considered responsive for bid opening at that stage. NMDC’s decision in this regard will be final.

- (B) However, PSU tenderers seeking exemption from Tender Fee as per provisions indicated vide Cl. 7.1 (under Cl. 7.0 –EMD) of NIT shall submit the copy of relevant registration certificate, in Part-I of tender. **They will also submit EMD in Part-I as per relevant provisions of tender document.**
- (C) **Part-II** of all tenders, which are otherwise found responsive, except for any discrepancies such as typographical errors / omissions / deletions/ page(s) not signed etc. in Part-I of documents, will be opened after opening of Part-I. However, in case of any discrepancies as mentioned above in Part-I documents, the bidder shall submit the revised / corrected documents on intimation by NMDC Limited, failing which their tenders are liable for rejection.
- (D) **Part-II** of the tenders will be considered for evaluation only after fully complying with the provisions of Part-I of the tender.



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- (E) Part III (i.e. Price bid) of only those bidder(s) will be opened electronically whose Part II (i.e. Techno-Commercial Bid) is found to be acceptable to NMDC Ltd. Such bidder(s) will be intimated the date of opening of Part III Price Bids at a later stage.

Note:

On opening, if the above indicated documents of Part-I **are not found**, such tenders shall be considered as unresponsive and summarily rejected. **Part-II of such unresponsive tenders will not be considered for further evaluation.**

Part-II of all tenders, which are otherwise found responsive, will be opened subsequent to Part-I opening. However, in case of any discrepancies as mentioned above in Part-I documents, the bidder shall submit the revised / corrected documents on intimation by NMDC Limited, failing which their tenders are liable for rejection.

Part-II of the tenders will be considered for evaluation only after fully complying with the provisions of Part-I of the tender.

- 10.0 Price preference:** Price preference to MSEs will not be applicable as the subject tender is for Works Contract.
- 11.0** NMDC reserves the right to accept or reject any and all the Tenders without assigning any reasons thereof. NMDC also reserves the right to call for any other details and information from any of the tenderers.
- 12.0** The submission of any tender in accordance with the tender documents and specifications shall constitute an agreement that the bidder shall have no cause of action or claim, against the Owner for rejection of his tender. The Owner shall always be at liberty to reject or accept any tender or tenders at his sole discretion and any such action will not be called into question and the bidder shall have no claim in that regard against the OWNER.
- 13.0** NMDC does not bind itself to accept the lowest or any tender and may cancel / withdraw the tender without assigning any reason and no claim whatsoever, for any reason arising out of such action, will be entertained by NMDC.
- 14.0** The tenders shall remain valid for acceptance by NMDC Ltd for a period of **six (06) months** from the date of opening of tenders. If the Tenderer alters or withdraws his offer within the validity period, his E.M.D. will be forfeited and his tender will be rejected.
- 15.0** The tenderers must visit the site and acquaint themselves of the prevailing local conditions before submitting their bid. Tenderers have to enclose a certificate issued by the departmental head / concerned officer of NMDC at Project for having visited the site. **Tenderer shall enclose a copy of site visit certificate issued by NMDC official, in Part-II of offer as also indicated in the enclosed 'Scope of work & Technical Specifications'.** The intending bidders may visit the site, at their own responsibility and cost to understand the scope of work and acquaint themselves of the prevailing local conditions before submitting their bid. Bidder shall not have any claims against NMDC on these counts at any time.



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For visiting the site, the prospective bidders may contact the Project Head of NMDC, Kirandul as per the following contact details:

**General Manager,
Bailadila Iron Ore Mine (BIOM), Kirandul Complex,
P.O. Kirandul, Dist. Dakshin Bastar Dantewada (Chhattisgarh), Pin: 494556
Phone no: 07857 – 255222, Fax: 07857-255 227 / 256 586.**

Note: Wednesday is the weekly off day at NMDC, BIOM, Kirandul project.

- 16.0** If the date for any activity indicated in the tender document happens to be a holiday or a non-working day, for any reason, then the next working day will be automatically taken as the date for such activity.
- 17.0** Late/delayed tenders shall not be accepted after the due date and time of submission of tenders under any circumstances.
- 18.0** The Tender Documents are **not transferable**.
- 19.0** Each Bidder shall submit only one offer in compliance with the requirements of the bidding documents, including the basic technical design as indicated in the drawing and specifications. Alternatives will not be considered. Submission of more than one bid for one package will cause all the proposals with the bidder's participation to be disqualified.
- 20.0** This Notice Inviting Tender shall form part of the Tender document.

For and on behalf of NMDC Ltd

General Manager (Contracts)



Design, Manufacture, Supply, Installation, Testing and Commissioning of 4 sets of 25 kWp Grid Interactive Roof Top Solar Power Plant, one each for Kailash Nagar Barrack, Camp Office-Dep.11C, Time Office-Dep.11 B & Service Centre-Dep.14, at Bailadila Iron Ore Mine (BIOM), Kirandul Complex on Lump Sum Turnkey (LSTK) basis and Comprehensive AMC (CAMC) for 5 years.

INSTRUCTIONS TO TENDERERS (ITT)



Design, Manufacture, Supply, Installation, Testing and Commissioning of 4 sets of 25 kWp Grid Interactive Roof Top Solar Power Plant, one each for Kailash Nagar Barrack, Camp Office-Dep.11C, Time Office-Dep.11 B & Service Centre-Dep.14, at Bailadila Iron Ore Mine (BIOM), Kirandul Complex on Lump Sum Turnkey (LSTK) basis and Comprehensive AMC(CAMC) for 5 years.

INSTRUCTIONS TO TENDERERS (ITT)

Clause No.	Description of the clause
1	General Instructions
2	Scope of work
3	Time schedule
4	Earnest Money Deposit
5.	Manner of preparation of the tender
6	Submission of tender
7	Compliance of Company Law
8	Language of tender
9	Signature of Tenderer
10	Information required with the Tender
11	Understanding and clarifications on Documents and Specifications
12	Local conditions
13	Price Basis
14	Taxes and duties
15	Policy for Tenders under Consideration
16	Effect and Validity of Tender
17	Award of Contract
18	Spare Parts, Special Maintenance Tools and Initial Spares
19	Contract Performance Guarantee
20	Quality Assurance Plan
21	Insurance
22	Terms & Conditions of the Contract
23	Discrepancies and adjustment of errors
24.	Issuance of Bank Guarantees
25.	Modification and Withdrawal
26.	Opening of Tender
27	Tender Discussions
28	Examination of Bids and Determination of Responsiveness
29	Evaluation and Comparison of Bids
30	Other GST Compliance Terms
31	Integrity Pact

Annexure	1	Letter of undertaking.
Annexure	2	Bank Guarantee towards EMD
Annexure	3	Information about the tenderer
Annexure	4	Details of work done as per PQ requirements
Annexure	5	Details of other similar works done (i.e. other than PQ)
Annexure	6	Details of work in hand
Annexure	7	Deviations to tender clauses, if any
Annexure	8	Proposed Organisational set up
Annexure	9	Proforma of bank guarantee for contract performance
Annexure	10	Form of extension of BG
Annexure	11	Letter of Undertaking towards PF Code
Annexure	12	Proforma for Solvency Information (Ref. PQC)
Annexure	13	Format for Dummy Price Schedule* (* attached as separate file)
Annexure	14	Proforma for Integrity Pact (IP)
Annexure	15	Form of Agreement
Annexure	A	QR Code (for UPI App-Scan & Pay)



Design, Manufacture, Supply, Installation, Testing and Commissioning of 4 sets of 25 kWp Grid Interactive Roof Top Solar Power Plant, one each for Kailash Nagar Barrack, Camp Office-Dep.11C, Time Office-Dep.11 B & Service Centre-Dep.14, at Bailadila Iron Ore Mine (BIOM), Kirandul Complex on Lump Sum Turnkey (LSTK) basis and Comprehensive AMC(CAMC) for 5 years.

INSTRUCTIONS TO TENDERERS:

1.0 GENERAL INSTRUCTIONS

- 1.1 The NMDC Ltd., Hyderabad, hereinafter also called "OWNER" will receive tender as set forth in the accompanying Specifications. All Tenders shall be prepared and submitted in accordance with these instructions.
- 1.2 Tenders submitted after the time and date fixed for receipt of tenders as set out in the Notice Inviting Tender (NIT) will not be accepted.
- 1.3 The 'Works' referred herein shall cover the entire scope of work of the contractor from experienced & qualified and eligible contractors/firms which includes ***Design, Manufacture, Supply, Installation, Testing and Commissioning of 4 sets of 25 kWp Grid Interactive Roof Top Solar Power Plant, one each for Kailash Nagar Barrack, Camp Office-Dep.11C, Time Office-Dep.11 B & Service Centre-Dep.14, at Bailadila Iron Ore Mine (BIOM), Kirandul Complex on Lump Sum Turnkey(LSTK) basis and Comprehensive AMC(CAMC) for 5 years***, as defined in **Volume-II (Technical Specifications and Scope of Work)** of tender documents.
- 1.4 The Tenderer shall not be entitled to claim any costs, charges, expenses of the tender incidental to or incurred by him through or in connection with his submission of tender, even if the Owner elects to withdraw the Notice Inviting Tender (NIT).

2.0 SCOPE OF WORK:

- 2.1 The scope of work under this contract shall be as specified in the accompanying **Technical Specifications (i.e. Vol-II of tender documents)**.

The general scope of work includes all design, engineering, manufacture, procurement & supply of equipment and materials, testing at manufacturers' works, inspection, packing and forwarding, supply, receipt and unloading at site, associated civil works, handling, storage, safety & security till handing over of installation, services, permits, licenses, installation and incidentals, insurance at all stages, erection, testing and commissioning of the 4 sets of 25 kWp Grid Interactive Roof Top Solar Power Plant on Turnkey basis at BIOM, Kirandul Complex. The Comprehensive AMC(CAMC) for 5 years will follow the completion of guarantee period of 24 months after commissioning.

- 2.2 **The Scope of Work broadly includes the following [For pertinent details Vol-II (Technical Specifications & Scope of work) of tender document may be referred]:**

The scope of these specifications shall cover Design, Engineering, Manufacture, Quality Surveillance, Testing, Packing, Supply, Erection and Commissioning of 4 sets of 25 kWp Grid Interactive Roof Top Solar Power Plant with associated components on Turnkey basis at four locations of BIOM Kirandul Complex i.e. Kailash Nagar Barrack, Camp Office Dep-11/C, Time Office Dep-11/B & Service Center of Dep-14:



Design, Manufacture, Supply, Installation, Testing and Commissioning of 4 sets of 25 kWp Grid Interactive Roof Top Solar Power Plant, one each for Kailash Nagar Barrack, Camp Office-Dep.11C, Time Office-Dep.11 B & Service Centre-Dep.14, at Bailadila Iron Ore Mine (BIOM), Kirandul Complex on Lump Sum Turnkey (LSTK) basis and Comprehensive AMC(CAMC) for 5 years.

- a) These systems shall be complete with PV Modules, Inverter, Metering, Junction Boxes, AC, DC Distribution Boards and Cables, Communication Interface, Battery Banks, Lightening Protection System and any other equipment necessary for Safe and Efficient Operation of the Solar Power Plants.
- b) The work shall also include Interconnection of Solar Plant with the Grid.
- c) The Civil, Fabrication works required for the successful Installation and Commissioning of complete system shall also be in scope of Supplier (the successful bidder i.e. the contractor).
- d) It is not the intent of these specifications to specify completely herein all the details of Design and Construction of equipment as it is on Turnkey basis. However, the equipment offered shall conform in all respects to High Standards of Engineering, Design and Workmanship.
- e) All the fittings and accessories that might not have been mentioned specifically in the specification but are necessary for equipment's of the Plant shall be deemed to be included in the specification and shall be supplied and furnished by the Contractor without any extra charge.
- f) It shall be the responsibility of the Bidder to ensure that all the works as per scope of the specification are completed for safe and efficient working of the system.
- g) The Bidder shall carry out all the necessary co-ordination with regard to sub-contracted items. NMDC Limited will communicate only with the Bidder for all matter pertaining to this contract.
- h) It shall be responsibility of the Bidder to obtain all necessary Statutory and Regulatory clearances from the Competent Authorities.
- i) The Total Price Quoted for this contract shall be one lump sum all-inclusive basis and shall cover all items and service necessary for successful completion of the contract. Even if all components of a system included in these specifications are not explicitly identified and /or listed herein, these shall be supplied under this contract to ensure completion of the system and facilitate proper operation and easy maintenance of the Solar Power Plants.
- j) It shall be responsibility of the Bidder to co-ordinate along with required support with the Competent Authorities to obtain the Subsidy.
- k) It shall be the responsibility of the bidder for imparting on-site training for 2 days to our staff for regular usage of the equipment supplied.
- l) On completion of stipulated guarantee period of 24 months from the date of successful commissioning, the all four 25 kWp Grid Interactive Rooftop Solar Power Plants shall be on Comprehensive AMC for the next five years.

2.3 Tenders not covering the entire scope of works shall be treated as incomplete and are liable for rejection.



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3.0 TIME SCHEDULE:

- 3.1 The basic consideration and the important factor of the Contract shall be strict adherence to the time schedule for performing the specified works.
- 3.2 The Owner's requirements of completion schedule for the works are mentioned in the NIT.
- 3.3 The completion schedule as stated in the NIT shall be one of the major factors in considering the tenders. The Owner reserves the right to request for a change in the work schedule during pre-award discussions with Tenderer, if held.

4.0 EARNEST MONEY DEPOSIT (EMD)

- 4.1 EMD as specified in NIT shall accompany the tender in Part I of the tender as tender guarantee.
- 4.2 The EMD will be forfeited if,
- (a) The Tenderer modifies or withdraws his offer after due date and time of submission of the bids.
 - (b) The tenderer resiles from his offer during the validity period.
 - (c) The tender is revoked during its validity period by the tenderer.
 - (d) The validity of the BG is not extended / not kept valid for a specified period of three (3) months beyond the extended validity of the offer.
 - (e) The tenderer increases the prices unilaterally after the opening of tender and during the validity period of the tender.
 - (f) The successful tenderer does not submit the duplicate copy of Letter of award of Contract issued within 15 (*fifteen*) days from the date of issue as a token of acceptance, unless any other period has been agreed in writing.
 - (g) Subsequent to acceptance of the Letter of Award of Contract (LAC) by the successful tenderer, the tenderer refuses to enter into Contract Agreement within the specified time or its authorized extensions.
 - (h) The successful tenderer fails to submit the **Contract Performance Guarantee** within the period specified as per stipulations of LAC.
 - (i) The bidder does not accept correction of the Bid Price, pursuant to the provisions of tender document on Discrepancies and Adjustment of Errors / Corrections of Errors.

Note: In case of forfeiture of EMD, the EMD amount will be considered as inclusive of GST and GST to be paid from NMDC.

- 4.3 The EMD shall be made payable without any condition to the Owner 'On Demand'. The EMD shall be valid for a period of **three (3) calendar months** beyond the validity of the tender offer, **i.e. Nine (9) months from the due date of submission of the tender**. In case of extension of validity of the offer, the BG submitted towards EMD will also to be extended for a further period of three (3) months beyond the extended period of validity of offer, failing which the validity extension given by the Tenderer (*as submitted in validity extension letter*) shall not be considered.



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

5.0 Manner of preparation of the tender:

*(For submission of bid, follow instructions as per '**Important Instructions for E-procurement**' given in this tender document. All the offer documents / details are to be uploaded / furnished in e-platform as per relevant instructions. Apart from this, Originals of Part-I documents of bid should reach the tender receiving authority of NMDC well before the due date & time of bid submission as indicated in Schedule of Tender (SOT). Further, during the course of bid evaluation, NMDC may seek clarifications/documents including originals/ hard copies of documents etc., if required and bidder shall furnish the same upon intimation from NMDC, or else the offer will be evaluated based on the available information / documents:)*

Tender shall be prepared for submission in three parts- **Part-I, Part-II & Part-III** as indicated below.



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5.1 Part I The following shall form Part-I of tender proposal:

[The scanned copies of pertinent Part-I documents duly filled-in and signed & stamped by the tenderer wherever applicable, shall be uploaded on e-tender platform as Part-I of offer. Apart from this, Originals/ hardcopies of Part-I documents of bid should reach the tender receiving authority of NMDC well before the due date & time of bid submission as indicated in Schedule of Tender (SOT).]

5.1 Earnest Money Deposit (EMD) and Tender Fee:

5.1.1 EMD shall be in any one of the following forms for the value as specified in clause no 7.0 of NIT:

(a) A crossed demand draft (or banker's cheque in case of local parties) in favour of M/s NMDC Limited payable at Hyderabad from any Nationalised Indian bank/ scheduled commercial bank including a foreign bank having a branch in India.

OR

(b) A Bank Guarantee from a Nationalized Indian bank/ scheduled commercial bank including a foreign bank having a branch in India drawn in favour of M/s NMDC Ltd. in the pro-forma prescribed at **Annexure-2** to this "Instructions to Tenderers", irrevocable and operative till three months after the expiry date of the validity of the tender or till such date as may be specified by the OWNER for keeping the tender open.

Note: In addition to above modes, the bidder may also submit the EMD by using either any UPI App (Scan & Pay) or through On-line / NEFT mode as detailed in Schedule of Tender (SOT) relating to Earnest Money Deposit. Any one of the prescribed modes to be used for submission of EMD.

5.1.2 Tender Fee (Bidding Fee / Cost of Bidding) as specified in NIT in the form of Demand Draft (or banker's cheque in case of local parties) shall be submitted.

Note: In addition to above modes, the bidder may also submit the Tender Fee by using either any UPI App (Scan & Pay) or through On-line / NEFT mode as detailed in Schedule of Tender (SOT) relating to Tender Fee. Any one of the prescribed modes to be used for submission of Tender Fee.

- Notes:**
1. Tender Fee and Earnest Money deposited in any other form will not be accepted and bid will be rejected.
 2. **PSU bidders seeking exemption towards Tender Fee shall submit copy of their relevant registration certificate, in part I of the offer.**
 3. EMD is required to be submitted in Part-I of tender by all tenderers along with other documents as applicable for Part-I.
 4. Original Hard copies of **Part-I** bid documents for the tender as aforesaid must be submitted at the address and by the time and date mentioned in the Notice Inviting Tender, bearing following identifications:

Addressed to: GM (Contracts), NMDC Ltd., Contracts Department, 4th Floor, 10-3-311/A, CASTLE HILLS, MASAB TANK, HYDERABAD – 500 028



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- **Part-I bid documents for tender for the work of “**”
[Name of work],
- **Tender Enquiry No.:** [tender number],
- **XX/XX/20XX** – [Due date and time for tender submission],
- **Name and address of tenderer-**
- **Phone No. / Fax no./E-mail of tenderer-**.....

5.2 Part II –Techno Commercial Bid:

[Part-II of offer shall contain Letter of Undertaking, Integrity Pact, pre-qualification data, techno-commercial offer and dummy price schedule. Scanned copies of following documents duly filled in and signed & stamped by the bidder shall be uploaded on the e-tender platform as Part-II of offer.]

5.2.1 Checklist for submission of Bid –

[Bidder to upload the duly filled-in, signed, stamped and scanned checklist as per the proforma of ‘Check List’ given in tender document.]

5.2.2 Letter of Undertaking: This shall be submitted in the prescribed proforma as per **Annexure –1** to the ITT (*in Company’s letter head of bidder*).

5.2.3 Duly signed Integrity Pact as per the prescribed format (Annexure-14) (*in Company’s letter head of bidder- in line with pertinent ITT Cl. 31.0*).

5.2.4 Information about the tenderer: This shall be furnished in the prescribed pro-forma as per **Annexure – 3**, along with the relevant documents in support of the information provided. This includes:

- a) Copies of original documents defining Constitution or Legal Status, place of registration, Principal place of business and Lines of business of the bidder.
 - *[Copies of Certificate of Incorporation / Articles of Association /Partnership Deed etc., as applicable to be enclosed.]*
- b) **Power of Attorney of the signatory of the tender:** *[Written Power of Attorney to the signatory of the bid to commit to the contract along with the resolution passed in this regard by the Board/all the partners of the firm, as the case may be.]*
 - *Latest (not earlier than six months from the due date of bid submission) **Power of Attorney** of the signatory of the bid **in original** on a non-judicial stamp paper of value not less than Rs 50/-) **or** duly attested by a Notary Public (i.e. bearing original signatures and stamp of the attesting Notary).*
- c) **Qualification and Experience of key personnel proposed for administration and execution of the contract.**
- d) **Account Details of the tenderer in order to facilitate payments through e-payment mode (*on tenderer’s letter head duly signed & stamped*)**



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- e) **Permanent Account Number** – Copy of Permanent Account Number (PAN) issued by Income tax department.
- f) **Copy of GST (Goods and Service Tax Identification Number-GSTIN) Registration Certificate.**
- g) **Copy of PF registration certificate or an undertaking as per Annexure-11**

[Bidder should submit a copy of valid PF code number duly allotted by any RPFC. In case the bidder does not possess valid PF code number, then the bidder has to give an undertaking on a non-judicial stamp paper of value not less than Rs 100/- stating that within one month from the date of issue of Letter of Intent / Letter of Award of Contract he shall obtain PF code number.

The payment on account of the work executed by the contractor shall be released only on submission of valid PF code number.]

- h) **Declaration of relationship, if any with Owner's employees / Director(s):** *The Tenderer must declare whether the Proprietor or any Partner of the firm or Director of their Company as the case may be, has any relation with any of Owner's employees / Director(s) and provide the required information.*

5.2.5 Details of works done as per the pre-qualification requirements as per Annexure 4 *(accompanied by relevant documents viz. copies of work orders / relevant pages of agreements and completion /performance reports from clients for each work)*

5.2.6 Details of turnover during the last three financial years along with Audited profit and loss account and Balance Sheet for the last three financial years ending **31st March of FY 2018-19** *(i.e. 2016-17, 2017-18 and 2018-19).*

5.2.7 Original Solvency certificate from any Indian nationalized bank/scheduled commercial bank including a foreign bank having a branch in India, for a value **not less than as stipulated in PQC** and dated not earlier than three months from the due date of submission of bid.

5.2.8 Supporting documents to demonstrate no default by the bidder as per PQC stipulations *(i.e. audited annual report for the immediate preceding financial year, else Chartered Accountant's Certificate).*

5.2.9 Details of other similar works done *(other than pre-qualification requirements)* during the past seven years as per **Annexure-5** *(accompanied by relevant documents viz. copies of work orders / relevant pages of agreements and completion reports from clients for each work)*

5.2.10 Details of works in hand as per **Annexure – 6** *(accompanied by relevant documents viz. copies of work orders / relevant pages of agreements for each work)*

5.2.11 Overall Description of the proposed method for carrying out the work and Proposed Quality Assurance Programme of the bidder.



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5.2.12 Time schedule Bar Chart / Network proposed for completion of the work *within the time specified in NIT.*

5.2.13 Organization set up for the project at site as per Annexure-8

5.2.14 List of Equipment, Tools etc. proposed to be mobilized by the bidder

5.2.15 Declaration by the bidder on their letter head that the firm is not blacklisted by any PSU/Govt Body.

5.2.16 Authorization letter by the bidder in letter head authorizing NMDC Limited to seek references from bidder's bankers

5.2.17 Amendments/Corrigenda/addenda etc. for the tender / Interpretations / Clarifications on this tender document, if any, issued by the OWNER, duly signed & stamped by the bidder.

5.2.18 Dummy price bid as per the format of price-schedule given in tender document without quoting the rate duly signed and stamped on all pages, for execution of all items as per the Specifications/Standards by successful bidder. This should be a true copy of the 'Price-bid' as submitted by the party, except that price-figures i.e. quoted rates /amount etc. should not be mentioned in the 'Dummy Price Set'. However, the percentage rate of **GST as considered by the tenderer in his offer will be indicated separately in the "Dummy Price bid" as per the format of price schedule given in tender document. The format for submitting Dummy Price Schedule is enclosed as Annexure-13 to tender document.**

5.2.19 Duly filled-in and signed & stamped Questionnaire -Technical –

- [Ref. Annexure-IV of enclosed Scope of work & Technical Specifications alongwith General Conditions for AMC also requiring that the bidder must be ready to take up AMC for 5 years].

5.2.20 Undertaking by the bidder confirming to tender terms & conditions in totality-

- *Duly signed & stamped undertaking on bidder's letter head mentioning the name of work and tender enquiry number and stating confirmation to tender terms and conditions in totality.*

[The undertaking confirming to tender terms & conditions needs to be submitted by all bidders. Further, in case any deviations are proposed, the prescribed format of tender document may be referred].

5.2.21 Deviations, if any, to bid clauses as per Annexure – 7, indicating therein the exceptions and deviations, if any, taken from the tender conditions by the tenderer, but without indicating the rates and cost thereof (i.e. without any price implications).

Tenderers should quote their offer in conformity to the tender terms. Tenderer shall stipulate in the prescribed pro-forma, exceptions and deviations taken from tender conditions, only if considered unavoidable.



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Even in case of *NO* deviation from the tender terms, tenderers are required to furnish a clearcut '*NIL*' deviation statement as per the prescribed proforma.

Deviations indicated at other than the prescribed place i.e. other than **Annexure-7** as to be submitted in Part-II of offer, shall not be considered and shall be ignored.

5.2.22 Undertaking on Tenderers letter head for obtaining Labour License from concerned Labour inspectorate, if required for taking-up the work.

5.2.23 Copy of Electrical License alongwith applicable undertaking(s):

The tenderer or his authorized contractor should possess valid first-class electrical license, issued by Govt. of Chhattisgarh / Central Electrical Inspectorate / any Indian State Electrical Inspectorate. Date of tender opening shall be the cut-off date for holding of a valid electrical license by a bidder.

(a). Further, **all tenderers shall give a duly signed & stamped undertaking on non-judicial stamp paper of value not less than Rs. 100/- giving reference of the name of work and tender enquiry number, that, "In case of award of work, tenderer's / his authorised contractor's first-class electrical license, issued by Govt. of Chhattisgarh/ duly endorsed for working in the state of Chhattisgarh shall be kept valid for entire contract period (i.e. covering the warranty / guarantee / defect liability period also) as per stipulations of tender document."**

(b). In the event of any bidder's license being under renewal as on the cutoff date, then the bidder has to give an undertaking that **"The work will be supervised by any of bidder's authorized contractor possessing a valid first-class electrical license during the contract period."** Such bidders will furnish this undertaking also on non-judicial stamp paper alongwith the undertaking as at Sl.(a) above.

5.2.24 Copy of Site Visit Certificate.

5.2.25 Other information sought with bid as per Clause 10.0 and 18.0 of ITT / Technical details, catalogues and drawings etc. as referred in Vol-II (Scope of Work & Technical Specifications) of tender document for understanding of the owner. *[In case of the bidder already providing the information(s) as applicable under any other clause(s) as indicated above, relevant reference(s) may be furnished for correlating]*

5.2.26 Any other information the bidder desires to furnish in connection with this bid.

5.3 Part III -Price Bid

Price Bid: Duly filled in as per the format of price schedule given in Vol-III of tender document (To be submitted as per 'Important Instructions for E-Procurement' given in this tender document).



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5.4 Note clarifying regarding mandatory provisions of tender:

Bidders are expected to quote in compliance to tender terms for consideration of their offer. NMDC at its sole discretion, may also seek clarifications from bidders in line with tender provisions. NMDC's decision with regard to acceptability of offers will be final and binding. Bidders in their own interest are advised not to leave any of the requisite documentation / stipulation of tender document unresponded / improperly responded, as many of the given provisions are of mandatory nature as reiterated / summarised below for a better understanding of bidders:

1. As already indicated in Schedule of Tender (SOT) and NIT Cl. 9.0 (Opening of Tenders), in the absence of requisite documents towards EMD and Tender Fee in Part-I of bid, the non-complying offer will be considered unresponsive and summarily rejected in line with pertinent tender stipulations. Part-II of such unresponsive tenders will not be considered for further evaluation.
2. In the event of not meeting the stipulated pre-qualification requirements as per pertinent NIT Cl. 8.0, the offer will be disqualified. The requirement of document submission for pre-qualification is also captured vide pertinent clauses of ITT viz. ;
 - a) ITT Cl. 5.2.5 (Details of work done as per PQC),
 - b) ITT Cl. 5.2.6 (Details of turnover),
 - c) ITT Cl. 5.2.7 (Original Solvency Certificate),
 - d) ITT Cl. 5.2.8 (Supporting documents to demonstrate no default by the bidder as per PQC)
3. **Besides the above, the following stipulations under ITT Cl.5.2 are also of mandatory nature and non-complying responses of the bidders will lead to disqualification of such an offer:**
 - a) ITT Cl. 5.2.2 -Letter of Undertaking
 - b) ITT Cl. 5.2.3 -Duly signed Integrity Pact as per the prescribed format
 - c) ITT Cl. 5.2.4 (b)- Power of Attorney of the signatory of the tender
 - d) ITT Cl. 5.2.4 (d)- Account Details of the tenderer in order to facilitate payments through e-payment mode
 - e) ITT Cl. 5.2.4 (e)- Copy of Permanent Account Number (PAN)
 - f) ITT Cl. 5.2.4 (f)- Copy of GST Registration Certificate
 - g) ITT Cl. 5.2.4 (g)- Copy of PF registration certificate or an undertaking as per Annexure-11
 - h) ITT Cl. 5.2.4 (h)- Declaration of relationship, if any with Owner's employees / Director(s)
 - i) ITT Cl. 5.2.12 - Time schedule Bar Chart / Network proposed for completion of the work *within the time specified in NIT.*
 - j) ITT Cl. 5.2.15 -Declaration by the bidder on their letter head that the firm is not blacklisted by any PSU/Govt Body.
 - k) ITT Cl. 5.2.18 -Dummy price bid as per the format of price-schedule given in tender document without quoting the rate duly signed and stamped on all pages.
 - l) ITT Cl.5.2.19 - Duly filled-in and signed & stamped Questionnaire -Technical (*including bidder's confirmation of his readiness to take-up AMC for 5 years as per tender stipulations*)



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- m) ITT Cl. 5.2.20 -Undertaking by the bidder confirming to tender terms & conditions in totality.
- n) ITT Cl. 5.2.21 -Deviations, if any, to bid clauses as per Annexure – 7 [*Even in case of NO deviation from the tender terms, tenderers are required to furnish a clearcut 'NIL' deviation statement as per the prescribed proforma.*]
- o) ITT Cl. 5.2.23-Copy of Electrical License alongwith applicable undertaking(s)
- p) ITT Cl. 5.2.24 - Copy of Site Visit Certificate.

4. Bidders may further note that non-compliance/unsatisfactory response to remaining stipulations of ITT Cl. 5.2 [Part-II-Techno-commercial Bid] may also lead to disqualification if the pertinent responses are found not inline / suiting to tender requirements upon scrutiny of the same. NMDC's decision with regard to acceptability of offers will be final and binding.

6.0 SUBMISSION OF TENDER

Bids will be accepted only through the e-tender portal. No manual bids shall be permitted along with electronic bids, except for any documents specifically sought to be submitted in originals also / as mentioned in the NIT. Tender issuing / receiving authority is not responsible for the delay /non-downloading of tender documents by the recipient due to any problem in accessing the e-tender website. The tender issuing / receiving authority is also not responsible for delay in uploading bids due to any problem in the e-tender website.

Before proceeding to submit online bid, bidders are requested to go through 'Vendor Guide' given in the MSTC e-tender link. Bidders are to get themselves get registered and obtain Digital signature as mentioned in the Vendor Guide. The details given in the M/s MSTC Limited Vendor Guide are binding. After filling the preliminary information, the bidder shall proceed to submit the bid in three parts in seriatim.

The bidder should complete all the process and steps required for Bid submission. The successful bid submission can be ascertained once acknowledgement mail is received in their registered email id against tender after final submission. If a bidder fails to produce this acknowledgement required for verification in case of dispute, his claim for submission of bid may not be considered.

Before uploading the documents, the bidder is requested to arrange the soft copies of all the documents as per the documents list specified in this tender document. It may please be noted that there is a data limit for upload. Each upload document size shall not be more than 5MB. The documents more than 5MB are not accepted by the system. Bidders are requested to check beforehand that all their files size are complying to above data size. Further, bidders are requested to upload only relevant document as sought in the tender and avoid uploading unnecessary documents.

Bidders are required to take special note of the following points as given in the cited 'Vendor Guide':

- (a) A bid can be edited any number of times and documents can be uploaded before the final submission of bid (i.e. before clicking on Sign & Encrypt). Once the bid has



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been submitted by clicking on Final Submission, no further editing of bid or uploading of documents is possible.

(b) A bid can be submitted up to the scheduled closing time of the event. After the closing time of event has passed, no bid will be accepted by the system. Hence, bidders are advised to make final submission of their bids well in advance.

(c) A bid can be withdrawn or deleted prior to the closing time of the event. However, in case of withdrawal of bid, no fresh bid can be submitted. On the other hand, if a bidder wishes to edit his bid after final submission he may do so by clicking the “Delete Bid” button and re-submit his bid.

6.1 For submission of bid, bidders are required to follow instructions as per ‘**Important Instructions for E-procurement**’ given in this tender document.

6.2 Tender shall be submitted in three (3) parts - **Part-I, Part II and Part-III**. Part I shall include EMD and Tender Fee. Part-II shall contain techno- commercial bid, Blank Price bid and various supporting documentation **besides Letter of Undertaking and Integrity Pact**.

6.3 Tenders must be received by the owner as per ‘**Important Instructions for E-procurement**’ of this tender document well within the due date and time. In the event of the specified date for submission of Tenders being declared a holiday for the owner, the **Part-I of Tenders (Hard copy submission in sealed envelope as described in NIT)**, will be received upto the appointed time on the next working day for which no separate corrigendum / amendment will be issued.

6.4 **Part-III of offer i.e.** Price Schedule / bid of the tender shall also be submitted as per **Important Instructions for E-procurement** of this tender document.

7.0 COMPLIANCE OF COMPANY LAW

7.1 The Tenderer must declare whether the Proprietor or any Partner of the firm or Director of their Company as the case may be, has any relation with any employee working in NMDC and if so, give the name of the employee and relationship and also whether any of them has a relationship within the meaning of Section 6 of the Companies Act, 1956, with any of the Directors of NMDC and if so, the details thereof must be furnished. This is necessary to ensure compliance of sections 297 and 299 of the Companies Act, 1956.

8.0 LANGUAGE OF THE TENDER

All information in the tender shall be in English only.

9.0 SIGNATURE OF TENDERER

9.1 The tender must contain the name, residence and place of business of the person or persons making the tender and must be signed and sealed by the tenderer with his usual signature. The name of all persons signing shall also be typed or printed below the signature.



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- 9.2 Tender by a partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designation(s) of the authorised partner(s) or other authorised representative(s).
- 9.3 Tenders by Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Secretary or other person or persons authorised to tender on behalf of such Corporation / Company in the matter.
- 9.4 A tender by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent' or other designation without disclosing as principal will be rejected.
- 9.5 Satisfactory evidence of authority of the person signing on behalf of the Tenderer shall be furnished with the Tender.
- 9.6 The Tenderer's name stated on the proposal shall be the exact legal name of the firm.
- 9.7 Erasures or other changes in the tender documents shall be initialled by the person signing the tender.
- 9.8 Tenders not conforming to the above requirements of signing is liable for disqualification.

10.0 INFORMATION REQUIRED WITH THE TENDER

- 10.1 The tenderer must clearly indicate the name of the manufacturer, the type of model of each principal item of equipment proposed to be supplied. The tender shall also contain drawings and descriptive materials indicating general arrangements and dimensions, materials of manufacture, principles of operation, and the extent of pre-assembly involved.
- 10.2 The above information shall be provided by the tenderer in the form of separate sheets, drawings, catalogues etc.
- 10.3 Any tender not containing sufficient descriptive materials to describe accurately the equipment proposed may be treated as incomplete and hence rejected. Such descriptive materials and drawings submitted by the tenderer will be retained by the Owner. Any major departure from these drawings and descriptive material submitted will not be permitted during the execution of the Contract without specific written permission of the Owner.
- 10.4 Oral statements made by the tenderer at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered.
- 10.5 Standard catalogue pages and other documents of the tenderer may be used in the tender to provide additional information and data as deemed necessary by the tenderer.
- 10.6 The tenderer, along with his proposal (tender), shall submit a list of erection and maintenance equipment and materials which will be required for the purpose of erection and maintenance of equipment and materials supplied under the contract.



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- 10.7 In case the 'Tender' information contradicts specification requirements, the specification requirements will govern, unless otherwise brought out clearly by the tenderer in the technical/commercial deviation schedule.
- 10.8 Summary bar-chart showing periods for various activities from the start to completion of the entire work.
- 10.9 Drawings and catalogues as are required to enable the Owner to study the suitability of the plant, machinery and equipment offered.

11.0 UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND SPECIFICATIONS

- 11.1 The tenderer is required to carefully examine the specifications and tender documents and fully inform himself as to all the conditions and matters which may in any way affect the works and the cost thereof. If any tenderer finds discrepancies or omissions in the specifications and tender documents or is in doubt as to the true meaning of any part, he shall at once request in writing in triplicate (*apart from forwarding an editable softcopy in MS-Word or Excel format at contracts@nmdc.co.in*) for an interpretation/ clarification from the Owner **so as to reach on or before the date specified for receipt of queries under Cl. 5.0 of NIT (Pre bid Conference)**. The Owner, then will issue interpretation and clarifications. After receipt of such interpretations and clarifications, the tenderer may submit his tender but within the time and date as specified in the Invitation to Tender. All such interpretations and clarifications shall form a part of the specifications and documents and accompany the Tenderer's proposal. No extension of time for submission of tenders will be granted on account of tenderer's request for interpretation/ clarification.
- 11.2 Verbal clarifications and information given by the Owner or his employee(s) or his representative(s) shall not in any way be binding on the Owner.
- 11.3 No major modifications to the specifications and the terms and conditions of the tender documents which in any way limit the responsibilities and liabilities of the successful tenderer or any right of the Owners as required in these specifications and tender documents is permitted.
- 11.4 Any amendment / corrigendum/ clarification issued prior to due date of submission of bids would be put up on the MSTC's e-tender site besides NMDC's website www.nmdc.co.in / Central Public Procurement(CPP) portal www.eprocure.gov.in. The tenderers have to check the MSTC e-tender site and /or NMDC website and /or CPP portal periodically. All prospective bidders are presumed to have examined all amendments/corrigendum/clarifications published on the website and have submitted their bids accordingly. In case any queries remain unreplied, it shall be construed that in respect of those queries, the respective stipulations of the bidding documents shall continue to apply and/or no new stipulations are made with respect to those queries.

12.0 LOCAL CONDITIONS

- 12.1 It will be imperative on each tenderer to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these tender



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documents and specifications. The Owner shall not entertain any request for clarifications from the tenderers, regarding such local conditions.

- 12.2 It must be understood and agreed that such factors have been properly investigated and considered while submitting the proposal. No claim for financial adjustment to the contract awarded will be entertained by the Owner on this account. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Owner, which are based on the lack of such clear information or its effect on the cost of the Works to the Tenderer.
- 12.3 The tenderer shall be deemed to have acquainted himself with all Government taxes, laws, statute, regulations, levies and other charges relating to his work at site. The rates quoted by the tenderer shall include all Government taxes, levies and other charges relating to his work at site.
- 12.4 Any neglect or omission or failure on the part of the Tenderer in obtaining necessary and reliable information upon the foregoing or any other matter affecting the tender shall not absolve him of any risk or liabilities or responsibilities for completion of the entire work in accordance with the terms and conditions of the Tender Documents.

13.0 PRICE BASIS

- 13.1 The work is on **Turnkey Basis**. The tenderers shall quote their price for the entire scope of works, as per the enclosed price schedule of tender documents. Tenderers quoting a system of pricing other than that specified are liable to be rejected.
- 13.2 Tenderers are required to consider an additional amount of **Rs. 170/- per man day** as SRNPP (Special Relief for NMDC Production Project) as applicable in addition to the prescribed minimum wages and other statutory benefits for the contract Labours, if any to be engaged for execution of the contract, in their total quote.

However, variations, if any, from the tender stipulated man-day rate towards SRNPP will be to NMDC's account and the difference will be reimbursable to the Contractor on actual basis subject to production of pertinent documents and certification by NMDC as per relevant procedures in this regard.

- 13.3 The tenderer shall indicate tender prices in Indian Rupees only.
- 13.4 The tenderers are requested to quote prices for the entire scope of the work for which the tenders are invited. TENDERERS SHOULD FOLLOW THE PRICE SCHEDULE FORMAT ENCLOSED AS VOLUME-III OF TENDER DOCUMENT. The price for all items indicated in the contract shall be firm and not subject to any escalation whatsoever during the entire period of the contract.
- 13.5 The Tenderer shall include in his price the following:
- a) The Tenderer shall submit the price including basic price (consisting of charges towards packing, freight, insurance and also prices towards erection, any structural and civil works,



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testing, commissioning & any performance guarantee tests, any other taxes, duties, levies etc., as applicable) and GST (Goods and Service Tax) there on as per Price Schedule of Specification.

- b) The Contract price shall include Basic Price (including all necessary insurance and freight charges, any other duties, taxes and levies) and GST thereon as may be applicable and prevailing on the base date i.e. last date of submission of final price bid as fixed by the NMDC Ltd.
- 13.6 **GST TDS if any required by employer to be made under GST Act or rules made thereunder shall be deducted at such rate as may be specified with effect from such date as notified from the invoice of the contractor. Income Tax deduction as applicable shall be deducted at source.**
- 13.7 Percentage of **Goods and Services Tax (GST)** considered in the offer shall be indicated separately.
- 13.8 **Supplies** (*Under the main contract for turnkey work execution*): The prices shall be all inclusive covering all costs, charges, taxes & duties etc. for complete delivery of the equipment and materials at site including associated commissioning spares, consumables and any special tools & tackles forming part of the system supply as required as per the scope of work.
- 13.9 **Services** (*Under the main contract for turnkey work execution*): The prices shall be all inclusive covering all costs, charges, taxes & duties etc. and include receipt, unloading, safe storage, handling charges at site, storage cum erection, insurance as per various clauses of the contract, interconnection on integrated basis, testing, commissioning, supply of all required consumables such as Cable glands, Lugs, ties, termination kits, bolt and nuts, steel, Welding material etc. required for Installation (Erection) and commissioning. The price also includes necessary civil works, supply, fabrication of steel and structurals and any other services as may be required as per the scope of work.
- 13.10 **Comprehensive Annual Maintenance** (*Under the CAMC*): The prices shall be all inclusive covering all costs, charges, taxes & duties etc. for the post guarantee period on-site Comprehensive Maintenance including the cost of manpower, spares, consumables etc. as required as per the scope of work.
- 13.11 Tenderers may note that prices should be given separately against respective heads for Supplies, Services (for the Main Contract) and CAMC as per the prescribed format of price schedule.

Note: The fees / charges to be levied by Statutory / Regulatory Authorities towards relevant approvals for this work as referred in Vol-II (Scope of work & Technical Specifications) of tender document, however, do not form part of the contract price and the same will be over and above the contract price of this work as awarded to the contractor. The detailed note given under payment terms in section SCC of tender document also to be referred in this regard.



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14.0 TAXES AND DUTIES

- 14.1 The contract is a turnkey contract and the Contract Price is inclusive of all taxes and duties like Goods and Services Tax (GST) [either (CGST and SGST) or (IGST)], any other duties, taxes and levies other than GST and also customs duty on goods directly imported by the Contractor, if any, as applicable on the base date. However, the rate of GST considered is to be indicated separately.
- 14.2 All Goods and Services Tax, Custom duty, any other duties, taxes and levies other than GST if any, payable in respect of the transaction between the contractor and his vendors/sub suppliers while procuring any components, sub-assemblies, raw materials and equipments shall be included in the tender price and no claim on this behalf will be entertained by the owner.
- 14.3 All taxes, levies and duties, if any, other than GST to be considered as part of basic price. However, GST should be stated separately in the offer.
- 14.4 The Basic Price quoted in the Price Schedule shall be all inclusive including all freight, taxes & duties, levies & cess, transport of materials and machinery, labour accommodation, sanitation, etc., excluding Goods and Service Tax (GST) so as to execute the contract as per rules, regulations, bye-laws and orders, etc., of local bodies, State Government and the Government of India, in force during the execution of the Contract. GST Amount shall be quoted separately by the bidder as per the Price Format. GST TDS, if any and Income Tax shall be borne by the CONTRACTOR.
- 14.5 Contract Price is inclusive of basic price and applicable GST thereon. Goods and Service Tax shall be payable extra at actuals against documentary evidence (Tax Invoice).
- 14.6 No variation in taxes and duties and other statutory levies except GST is admissible.
- 14.7 Any new taxes or additional levies by the Government and statutory variations during the tenure of the contract will be to Owner's account and reimbursable by / refundable to, 'The OWNER', subject to production of relevant documentary evidence.
- 14.8 Any reduction in tax rates or withdrawal of taxes that are levied by the Government during the tenure of the contract shall be passed on to the Owner's account.
- However, for any new taxes levied by the Government and statutory variation during the extended time of the contract, if any, due to the reasons attributable to the Owner, the variation of tax rates will be to the Owner's account
- However, the amount of taxes and duties are limited to the contract value and the variations in the rates are not payable, if the contract is completed in the extended time for the reasons not attributable to Owner and shall not be reimbursed to contractor.
- 14.9 Applicable taxes will be deducted at source as per statutory requirements **including GST TDS, if any and Income Tax**. A certificate of TDS will be provided to the **Contractor** for the deducted amount.



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- 14.10 The Contractor shall bear and pay all liabilities in respect of (a) non-observance of all legal formalities as per various statutory provisions and (b) statutory variations in all taxes and duties and imposition of new taxes and duties that may be imposed after the Contractual delivery/execution dates, as originally stipulated, in case the delivery dates are extended due to reasons attributable to the Contractor.
- 14.11 The owner shall not be liable to pay any taxes and duties on the erection of Equipment. The Contractor shall be fully responsible to pay such taxes and duties to the concerned authorities directly.

14.12 Additional Clauses under GST:

- 14.12.1 Supply of goods or services or both covered under this tender shall attract Goods and Service Tax (GST) at applicable rate as amended from time to time. The Tenderer should clearly mention GST in addition to the basic cost i.e., CGST+ SGST+ Compensation Cess if any in case of intrastate supplies or IGST + Compensation cess, if any in case of interstate supplies and imports in their price bid along with the rate applicable unless notified as exempted.
- 14.12.2 The tenderer shall mention in the Invoice, their GST registration Number (GSTIN), 2 digit or 4 digit HSN code (as applicable) along with description of goods as per Goods and Service Tax Act, Rules and Notifications made thereunder for the items listed in the price schedule of the tender.
- 14.12.3 Tenderer should submit GST invoice for the supplies made to Owner as per the provisions of Goods and Service Act for availing input tax credit by the owner. Further, tenderer shall ensure to file monthly returns along with payment of taxes to the appropriate authority as applicable within the prescribed time as per GST Rules made thereunder.
- 14.12.4 Tenderers must submit a copy of certificate of registration, i.e., GST REG – 06.**
- 14.12.5 Tenderers who opted for composition levy under GST, shall submit a copy of the intimation filed in Form GST CMP-01. The tenderer however shall submit a copy of final certificate of registration i.e., GST REG – 06 after the receipt of the same.**
- 14.12.6 Tenderer opting for composition scheme shall not quote any taxes under GST and such bids would invariably be evaluated without taxes under GST.
- 14.12.7 The Composition tenderer shall submit “Bill of Supply” with the terms mentioned in bill of supply as “Composition taxable person, not eligible to collect tax on Supplies” for the supplies made by him.
- 14.12.8 At the time of evaluation of offers of the registered Tenderer, OWNER will consider Input Tax Credit (ITC), if eligible, in respect of eligible goods or services or both indicated in the Commercial Bid Format and their commercial status will be arrived at accordingly.
- 14.12.9 At the time of evaluation of offers of unregistered Tenderer, OWNER will, in addition to the price quoted in the bids, consider the taxes under GST that the OWNER shall pay under reverse charge mechanism in respect of goods or services**



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or both indicated in the Commercial Bid, if the same are notified under RCM. For this purpose, the OWNER at their discretion may rely on the tax rates quoted by other bidder registered under GST. However, OWNER will consider the Input Tax Credit (ITC), if eligible, in respect of goods or services or both while evaluating the bids.

- 14.12.10 In case of overseas supplier, Basic Customs duty (BCD), Integrated Goods and Service tax (IGST), Compensation Cess as applicable shall be considered for evaluation. All other charges borne by OWNER in case of FOB quotations shall also be considered for evaluation purpose.
- 14.12.11 GST TDS shall be deducted at 2% or any other rate as may be amended from time to time on the goods or services procured by the bidder at the time of making payment. This will be deducted by the owner and the same will be deposited to the Government as per the timelines prescribed. GST TDS certificate can be downloaded by the tenderer for claiming credit of the same.**
- 14.12.12 In case any credit, refund or other benefit is denied or delayed to Owner due to any non-compliance by the supplier (Such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the supplier, the supplier would reimburse the loss to Owner, including loss of credit, interest and penalty.

15.0 POLICY FOR TENDERS UNDER CONSIDERATION

- 15.1 Tenders shall be deemed to be under consideration after they are submitted until such time official intimation of award/rejection is made by the Owner to the Tenderers. While the Tenders are under consideration, tenderers and/or their representatives or other interested parties are advised to refrain from contacting by any means, the Owner and/or his employees/representatives on matters related to the Tender under consideration. The Owner, if necessary, will obtain clarifications on the tenders by requesting for such information from any or all the Tenderers, either in writing or through personal contact as may be necessary. Tenderer will not be permitted to change the substance of the tender after the tender has been submitted. Tenderers shall furnish such clarifications / confirmations/ documents in one original + 3 copies.

16.0 EFFECT AND VALIDITY OF TENDER

- 16.1 The submission of any tender in accordance with the tender documents and specifications shall constitute an agreement that the tenderer shall have no cause of action or claim, against the Owner for rejection of his tender. The Owner shall always be at liberty to reject or accept any tender or tenders at his sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the OWNER.
- 16.2 The tender shall be kept valid initially for a period of six (6) calendar months from the last date set for submission of tenders.
- 16.3 In exceptional circumstances, prior to expiry of the original time limit, the owner may request that the bidders may extend the period of validity for a specified additional period.



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The request will be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his offer and bid security suitably as per relevant provisions.

17.0 AWARD OF CONTRACT

- 17.1 The Contract will be awarded to the successful bidder based on the bid evaluation and award criteria stipulated in these tender documents.
- 17.2 Notification of Award of Contract will be made in writing to the successful tenderer by the Owner within the validity period or extended period of validity through a Letter of award of contract.

18.0 SPARE PARTS, SPECIAL MAINTENANCE TOOLS AND INITIAL SPARES

- 18.1 Tenderers shall include in his price cost of supply of sufficient quantity of commissioning spares necessary for the successful commissioning of the system and equipment offered. The tenderer shall consider quantity of such commissioning spares, based on his experience and submit a list of such commissioning spares in his tender. In case of any shortfall in the commissioning spares, additional spares as required shall be supplied by the successful tenderer at his own cost and in time, so that commissioning till fulfilment of guarantee is in no way affected due to want of spares.
- 18.2 Tenderer shall also supply special maintenance tools, tackles and instruments along with each equipment required for maintenance and testing of equipment. List of such special tools, tackles and instruments considered by the Tenderer shall be furnished along with the Tender.
- 18.3 Commissioning spares shall be despatched along with the plant and equipment.
- 18.4 Spare parts for normal operation of the plant and special maintenance tools, as may be required for the given scope of work, shall be despatched in the sequence that they arrive at site prior to commencement of start-up operations, but not prior to the supply of plant and equipment.

19.0 CONTRACT PERFORMANCE BANK GUARANTEE (CPG):

19.1 CPG for Main Contract (i.e. towards turnkey work execution):

19.1.1 1st CPG - for Main Contract:

Within **thirty (30) days** of the date of Letter of Award of Contract, the Contractor (i.e. the successful tenderer to whom the contract is awarded), shall furnish a Contract Performance Bank Guarantee (*Security Deposit*) from a Nationalized Indian Bank / Scheduled Commercial Bank including a Foreign Bank having a branch in India in favour of the Owner. The contract performance guarantee amount shall be equal to **ten percent (10%) of the total contract price for the turnkey work execution (i.e. @10% of total contract price excluding the 5 year CAMC price)** and it shall be for due and faithful performance of the contract in accordance with the terms and conditions specified in the tender documents. The guarantee shall be valid till the expiry of the guarantee period / defect



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liability period (of 24 months after successful commissioning i.e. commissioning cum final acceptance) as specified in clause no 33 (Guarantee) of GCC plus three months.

[i.e. minimum initial validity of the 1st CPG for main contract = Project completion time upto commissioning (= 05 months) + guarantee period (24 months) + 03 months = 32 months]

The Bank Guarantee shall be submitted in the Bank Guarantee format as enclosed as Annexure-9 to the Instructions to Tenderers.

Failure of the successful tenderer to comply with the above requirements of submission of Contract Performance Guarantee shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the EMD.

This CPG (i.e. the 1st CPG as per Cl. 19.1.1 above) will be submitted at the office of Tender Receiving Authority of NMDC Ltd., for onward transmission to the Executing Authority of NMDC Ltd. after pertinent verification etc.

NOTES: The successful bidder has the option of submitting the above CPBG (i.e. the 1st CPG) of requisite amount either as per the above provisions of ITT Cl. 19.1.1 of Tender Document or as per the provisions detailed under:

- (i) Security Deposit (SD) / Contract Performance Guarantee (CPG) @ 5% of the contract value shall be submitted by the contractor in the form of BG from a Nationalized Indian Bank / Scheduled commercial bank including a foreign bank having a branch in India within 30 days from the date of issue of LAC / LOI. It shall be for due and faithful performance of the contract in accordance with the terms and conditions specified in the tender documents. The guarantee shall be valid till the expiry of the guarantee period / defect liability period plus three months. On submission of the same, EMD shall be returned.
- (ii) Balance 5% should be deducted @6% from the running bills.
- (iii) Total Retention Money should not exceed 10% of Contract amount.
- (iv) Retention money of 5% (deducted in the running bills) may be released to the contractor, provided the contractor submits a BG, to the extent of 5% of the contract amount, from a Nationalized Indian Bank / Scheduled commercial bank including a foreign bank having a branch in India, keeping the BG valid till the expiry of the guarantee period / defect liability period plus three months as per the format, i.e. Annexure-9 of ITT by taking care of relevant percentage of the BG amount towards 1st CPG in line with ITT Cl. 19.1.1 and Notes thereof (i.e. either 10% or 5%).

19.1.2 Extended Performance Guarantee for Solar PV Modules (i.e. 2nd CPG -for main contract):

The total solar PV modules supplied on turnkey basis, shall be under guarantee as follows /Ref. Specific Provisions on Warranty / Guarantee- Cl. 31.0 & Cl. 3.1 (A)- Annexure-II- Vol-II (Scope of Work and Technical Specifications) of Tender document]:



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- (I). Against defects in material / manufacturing and workmanship for a period of 10 years (120 calendar months) commencing from the date of successful commissioning of the system; and
- (II). Towards guarantee of minimum 80% of the initial rated output at the end of 25 years.

The submission of extended CPG towards Cl. 19.1.2 above will be as under:

- (a) The Contractor shall furnish an extended performance bank guarantee (*i.e. the 2nd CPG under the main contract*) equivalent to **Ten Percent (10 %)** of total cost of supply of PV modules to the Executing Authority of NMDC Ltd., 3 months prior to the expiry of 1st CPG for main contract as per Cl. 19.1.1 above and this BG shall be initially valid for 2 year plus 3 months. This performance guarantee shall be renewable every 2 years till the end of total extended performance period of 25 years of Solar PV modules is reached, counted from the date of successful commissioning of the system.

The BG shall be from a Nationalized Indian Bank / Scheduled Commercial Bank including a Foreign Bank having a branch in India in favour of the Owner in line with the prescribed format.

- (b) In case the 1st BG towards the extended guarantee for Solar PV modules (*i.e. the 2nd CPG under the main contract*) is not furnished to the Owner, at least 30 days prior to the expiry of validity of 1st CPG for the main contract as per Cl. 19.1.1 above, Owner shall be entitled to encash the 1st CPG of the main contract as per Cl. 19.1.1 above without any notice whatsoever.
- (c) Further, in case the BG for the succeeding time span (*i.e. for ensuing time span of 2 years or as applicable as per requirement of contract*) towards extended guarantee for Solar PV Modules is not furnished to the Owner, at least 30 days prior to the expiry of validity of the preceding performance BG for the purpose, Owner shall be entitled to encash the preceding performance BG without any notice whatsoever.

19.2 CPG for Comprehensive Annual Maintenance Contract (CAMC) for 5 years after the guarantee period (*i.e. the 3rd CPG*):

19.2.1 Regarding Contract Performance Guarantee for CAMC, Contractor shall furnish performance bank guarantee equivalent to **ten Percent (10 %)** of total CAMC charges of 5 years, to be submitted to the Executing Authority of NMDC Ltd., 3 months prior to the expiry of the validity of the CPG for main contract (*i.e. the 1st CPG*) from a Nationalized Indian Bank / Scheduled Commercial Bank including a Foreign Bank having a branch in India in favour of the Owner in line with the prescribed format.

The CAMC performance BG shall be initially valid for **1 year with a claim period of 3 months**. The performance guarantee shall be renewable every year for a further period of 1 year, till the completion of total CAMC period of **05 years**.

19.2.2 In case the contract performance guarantee for the 1st Year of CAMC is not furnished to the Owner at least 30 days prior to the expiry of validity of CPG for the main contract as per Cl. 19.1.1 above (*i.e. the 1st CPG*), the Owner shall be entitled to encash the CPG of the main contract (*i.e. the 1st CPG*) without any notice whatsoever.



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19.2.3 In case the yearly extension of the CAMC performance BG is not furnished to the Owner at least 30 days prior to the expiry of its validity period, the Owner shall be entitled to encash the CPG of the preceding year CAMC (*i.e. the 3rd CPG*) without any notice whatsoever.

19.3 General provisions on CPG:

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

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

19.3.3 Refund of Contract Performance Guarantee / Security Deposit:

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

20.0 QUALITY ASSURANCE PLAN

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

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

21.0 INSURANCE

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

22.0 TERMS & CONDITIONS OF CONTRACT

It must be clearly understood that any contract concluded pursuant to this invitation to tender shall be governed by the General Conditions of Contracts, General Technical Conditions, Special Conditions of Contract and Erection Conditions of Contract and all other terms &



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conditions, clarifications, addendum, corrigenda, etc., forming the part of the tender documents and enclosed with invitation to Tender.

Tenderers must, therefore, take special care to go through these Conditions and in exceptional cases if any deviations are proposed, these must be clearly indicated in the Techno-commercial parts of the tender (PART II) as a separate Annexure in the prescribed format. Tender made with many deviations from the tender documents is also liable to be rejected. It should be realised that failure to bring out deviations from the bid documents will imply that the Tenderer is willing to execute the contract as per the Owner's tender documents.

Further merely enclosing tenderer's printed conditions with the tender will make the Tender liable for rejection.

23.0 DISCREPANCIES AND ADJUSTMENT OF ERRORS

- 23.1 Bids determined to be responsive will be checked by the Owner for any Arithmetic errors. Errors will be corrected by the Owner as follows:
- (a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
 - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 23.2 The amount stated in the Bid will be adjusted by the Owner in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with pertinent provisions of sub-clause 4.2 (under Cl. 4.0 -EMD) of ITT.

24. Issuance of Bank Guarantees

It is the responsibility of the Tenderers/Contractors to ensure that the Original Bank Guarantees as applicable for the purpose of tender/contract are submitted directly within stipulated time by their bankers to the Tendering Authority/Owner i.e. NMDC Limited under Registered Post (A/D). The Tenderer/Contractor must submit a photocopy of the same bank guarantee along with his tender/relevant contract document for linking. In exceptional cases where the tenderers/ contractors submit the original BGs directly to NMDC along with their tender/contract documents as applicable, tenderers/ contractors have to ensure that a duplicate copy of the same is submitted directly within stipulated time by the issuing bank to NMDC under Registered Post (A/D). In the event of discrepancy between the original bank guarantee with respect to the copy of BG as submitted by the tenderer/contractor or the duplicate copy of BG as sent by the bank, and / or delays in submission of original /duplicate BGs, the tender/contract, will be liable for rejection.

25.0 MODIFICATION AND WITHDRAWAL

- 25.1 Bidders may modify or withdraw their bids as instructed at SOT and **Important**