



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 for E-procurement. Bidders are advised to go through the 'Vendor Guide' given on MSTC e-tender site to acquaint themselves with the relevant procedures of this e-tendering.

- 25.2 No bid may be modified or withdrawn after the deadline for submission of bids.
- 25.3 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity in Clause 14.0 of NIT or as extended pursuant to Clause 16.3 of ITT (*under ITT Cl. 16.0- Effect and Validity of tender*) may result in the forfeiture of the Bid security pursuant to Clause 4.2 of ITT (*under Cl. 4.0-EMD*).

26.0 OPENING OF TENDER

26.1 Opening of Part-I and Part-II of Tender:

Part-I and Part-II of tenders will be opened on the due date and time as per the details given in Notice Inviting Tender (NIT).

26.2 Opening of Part-III of Tender (Price Bid Opening):

Only the price offers of tenderers, whose techno-commercial offers have been determined qualified and acceptable, shall be opened electronically at a later stage and the date and time of opening will be intimated to such qualified bidders.

27.0 TENDER DISCUSSIONS

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

28.0 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

28.1 Prior to detailed evaluation of Bids, the Owner will determine whether each Bid.

- (a) Meets the Pre-Qualification criteria defined in NIT,
- (b) Has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall inter alia include a provision to bind the Bidder to settlement of disputes clause;
- (c) Is accompanied by the required EMD and;
- (d) Is responsive to the requirements of the Bidding documents.

28.2 A responsive Bid is one, which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation.



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A material deviation or reservation is one;

- (a) which affects in any substantial way the scope, quality or performance of the Works,
- (b) which limits in any substantial way, the owners' rights or the tenderer's obligations under the Contract; or
- (c) Whose rectification would affect unfairly the competitive position of other tenderers presenting responsive Bids.

28.3 If a Bid is not substantially responsive, it will be rejected by the owner, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

29.0 EVALUATION AND COMPARISON OF BIDS

29.1 The OWNER will evaluate and compare only the Bids determined to be responsive in accordance with Clause ITT – 'Examination of Bids and Determination of responsiveness'.

29.2 In evaluating the Tenders, the Owner will determine for each Tender the evaluated Tender Price by adjusting the Tender Price by making any correction for errors pursuant to **Clause ITT – 'Discrepancies and Adjustment of Errors'**.

29.3 The Owner reserves the right to accept or reject any alternative offer. Alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Owner shall not be taken into account in Tender evaluation.

29.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Owner or his nominee's estimate of the cost of work to be performed under the contract, the owner may request the tenderer to produce detailed price analysis for any or all items of the Price Schedule, to demonstrate internal consistency of those prices with the implementation /construction methods and schedule proposed.

29.5 Requirement of submission of analysis by the contractor should be complied and submitted to the Owner or his nominee within the stipulated time fixed by the owner or his nominee failing which the bid will be treated as non-responsive.

29.6 Evaluation criteria will be based on the total quoted price to be arrived as indicated in the format of price schedule subject to corrections / adjustments as per the procedure prescribed in the tender document.

GST as applicable shall be included for evaluation of price bid. For further pertinent details the below given General Note (clarification on price-bid evaluation) may be referred.

The whole scope of work is envisaged to be awarded to a single Tenderer to be determined eligible for award of work based on stipulations of these tender document.



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- 29.7 Any adjustments in Price that result from the above procedures shall be taken into consideration, for purposes of comparative evaluation, to arrive at an "**Evaluated Tender Price**". **Tender Prices quoted by Tenderers shall remain unaltered and award of work shall be on the basis of cumulative cost of Turnkey Contract Price and CAMC Price for 5 years as per Price Schedule, in line with pertinent stipulations of tender document.**

General Note - Clarification on price-bid evaluation: This refers to ITT Cl. 14.12 - Additional Clauses under GST (Under ITT Cl. 14.0-Taxes & Duties). GST as applicable at prescribed rates for supplies and services along with Input Tax Credit (ITC), if eligible, will be considered for evaluation of price bids of Registered as well as Unregistered bidders in line with pertinent tender stipulations. However, the GST and ITC is not applicable for bidders opting for composition scheme and their bids will be considered for evaluation accordingly.

30.0 Other GST Compliance Terms:

- i) Contractor shall issue tax invoice indicating all the specified fields in the Tax invoice Rules as notified including HSN/SAC codes, GSTIN Number.
- ii) Contractor is responsible for uploading his outward supplies data with GSTN in the month of supply and any demand of interest and penalty from Revenue Authorities to the OWNER for failure of the Contractor to upload the invoice or to accept purchase data filed by OWNER in GSTR-2 shall be to the account of Contractor.
- iii) In the event of non-reporting of invoices for supplies effected to OWNER during the month or non-acceptance of purchase data submitted by OWNER relying on the invoice received from Contractor, OWNER is entitled to withhold the GST claimed in the Tax Invoice.
- iv) Whenever advance against supplies is received by the Contractor, Contractor shall issue receipt voucher and pay the applicable GST in the month of receipt.
- v) Contractor shall attend to all issues on reconciliation of invoices, mismatch reports etc. to the satisfaction of OWNER.
- vi) In case, the government notifies the activity covered in the contract for the purpose of TDS under GST Act, OWNER shall deduct TDS from the Contractor's bills and will issue necessary certificate to the Contractor to claim credit of the same.
- vii) It is the responsibility of the Contractor to determine the place of supply in terms of the place of supply rules.

31.0 INTEGRITY PACT

Bidders are required to submit Integrity Pact along with their bid as per format and manner as given in bidding document and complying with the following requirements.

- 31.1 Bidder shall submit the Integrity Pact document on its company's letter head, duly signed by the authorized representative on all pages.
- 31.2 If the Bidder / Contractor is in a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.
- 31.3 On behalf of NMDC, the Integrity Pact will be signed by the authorized nominee on receipt of Integrity Pact signed by the Bidder.



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- 31.4 The Integrity Pact shall be submitted in a separate envelope duly super scribing “Integrity Pact” and submit with Part-II of the offer.
- 31.5 The Bidder shall not change the contents of Integrity Pact.
- 31.6 The Bidder / Contractor will abide by the conditions given in the IP document enclosed as annexure along with the tender document.
- 31.7 The details of the Independent External Monitor(s) nominated for this tender is given hereunder: -

Sl. No.	Name of the External Independent Monitor & Address
1.	Shri P.R. Ravi Kumar, IRS (Retd.) AKSHATH, No.84, First Avenue, Kumaransan Nagar, Elamkulam-PO, Ernakulam, Kerala - 682020 Email: p_r_ravikumar@yahoo.com Mobile: 8547002410
2.	Shri Jagdish Chander Sharma, IAS (Retd.) H.No. 188, Road No. 21-A, Prahasan Nagar, Jubilee Hills (Near Road No. 72), Hyderabad – 500110 (T.S.), Mob: 9959510334 Email: jcsharma.ap85@yahoo.co.in



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Annexure -1

PROFORMA OF LETTER OF UNDERTAKING

(To be submitted by the Tenderer along with the tender)

(To be executed on Company letter head of the bidder)

Bidder's Ref No.:

Date:

To
NMDCL Limited
Khanij Bhavan,
10-3-311/A, Castle Hills, MasabTank,
Hyderabad-500028
Telangana, India

Dear Sirs,

1. I / WE* have read and examined the following Tender/ Bidding documents relating to 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 ”*** as detailed in the enclosed Tender Documents [*Tender Enquiry No. HO (Contracts)/ Roof Top Solar/Kirandul/2019/214*]
 - a. Notice Inviting Tender (NIT)
 - b. Instructions to Tenderers (ITT)
 - c. Form of Contract Agreement
 - d. Conditions of Contract including General conditions of contract (GCC), Special Conditions of Contract (SCC), General Technical Conditions (GTC), Erection Conditions of Contract (ECC).
 - e. Technical Specifications & Scope of Work
 - f. Price Schedule
 - g. Tender Drawings, if any.
 - h. Safety Code for Contractors
 - i. Integrity Pact
 - j. Any other documents (*specify*) including Addenda, if any.
2. Having examined the bidding documents, including addenda (if any), the receipt of which is hereby acknowledged, I/We*, the undersigned, offer the above-named Facilities / work in full conformity with the said bidding documents for the sum as mentioned in Price Bid or such other sums as may be determined in accordance with the terms and conditions of the Contract. I/We* hereby submit our Bid as per terms of NIT and other documents.
3. I/We* further undertake, if invited to do so by you, and at my/our own cost, to attend a clarification meeting at a place of your choice, for the purpose of reviewing my/our Bid and duly noting all amendments and additions thereto, and noting omissions there from that you may require.



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

I/ We*, however, claim exemption from submission of ‘Tender Fee’ as per relevant provisions indicated vide **Clause 7.0 & 7.1** of NIT [*regarding EMD & Exemption for EMD and Tender Fee*] **for being a PSU and enclose herewith the following documents**:**

*Copy of relevant registration certificate under which exemption is sought (in case of PSUs) **.*

8. Should this Bid be accepted, we also agree to abide by and fulfil all the terms, conditions and provisions of the above-mentioned Bid documents.
9. *I/We have*
 - a) *Downloaded the bid document and subsequent clarifications / amendments / corrigendum, if any from MSTC’s e-tender website ***
 - b) *Downloaded the bid document and subsequent clarifications / amendments / corrigendum, if any from NMDC’s website***
 - c) *Downloaded the bid document and subsequent clarifications / amendments / corrigendum, if any from Central public procurement portal***
10. I/We* further undertake that I/We* have not altered / modified the contents of the Bid documents down loaded from website.
11. I/We* hereby confirm that before submission of this bid, I/We* have visited the site and fully acquainted with local conditions and factors for execution of the works covered under these Bid documents and technical specifications and that we shall have no claims against NMDC on these counts at any time.



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12. Until a formal Contract is prepared and executed between us, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
13. I/We* understand that you are not bound to accept the lowest or any bid you may receive and in-turn we will not have any rights to raise any claim, whatsoever it may be, due to or arising out of rejection of our bids.
14. I/We* shall abide by the provisions of the Integrity Pact in completeness.
15. I/We* confirm that we have submitted our bid as a sole bidder and we comply with requirements of the bidding document.

WITNESS

Signature.....
 Date.....
 Name & Address.....

 Telephone No.....

Signature along with Seal of Co.....
 (of the person duly authorized to sign the bid)
 Name.....
 Designation.....
 Name of Co.....
 (In block letters)
 Date & Postal Address:.....
 Telephone No.:.....
 Fax No.....
 E-mail:.....

Strikeout whichever is not applicable.

***- Strike out whichever is not applicable**

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

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



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ANNEXURE - 2

PROFORMA FOR BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

(On Non-judicial stamp paper of value not less than Rs. 100.00)

.....Bank Ltd.

B.G. No.....

A/c of (Name of address)

Limit of liability Rs. / Date of expiry.....

Ref : Tender Notice No..... dt.....

For (Name of work)

Subject : Earnest Money Deposit

To:

NMDC Limited,
Khanij Bhavan,
10-3-311/A, Castle Hill,
Masab Tank,
Hyderabad - 500 028
Telangana (INDIA)

Dear Sirs,

In consideration of the NMDC Limited (hereinafter called "the Company") which expression shall unless repugnant to the subject or context include his successors and assigns having agreed to exempt M/s _____ from demand under the terms & conditions of Tender No. _____ issued by the Company for the works "***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***" (hereinafter called the said "**Document**") from deposit of Earnest Money for the due fulfilment by the M/s(name of the Tenderer) of the terms and conditions contained in the said Document on production of Bank Guarantee for _____ (Rupees _____ only).

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



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2. We _____ Bank Ltd. do hereby undertake to pay the amounts due and payable under the guarantee without any demur, reservation, protest and notwithstanding any dispute between the Company and the Tenderer merely on a demand by you stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by you by reason of any breach by M/s **(name of the Tenderer)** of any of the terms or conditions contained in the said Document by reason of the M/s **(name of the Tenderer)**'s failure to perform conditions of the said Document. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... /-
3. We _____ Bank Ltd further agree that the Company shall be the sole judge of and as to whether the M/s..... **(name of the Tenderer)** has committed any breach or breaches of any of the terms and conditions of the said Document and the extent of loss, damages, costs charges and expenses caused to or suffered by or that may be caused to or suffered by the Company on account thereof to the extent of the Earnest Money required to be deposited by M/s **(name of the Tenderer)** in respect of the said Document and the decision of the Company that M/s..... **(name of the Tenderer)** has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Company shall be final and binding on us.
4. We _____ Bank Ltd. further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Document and that it shall continue to be enforceable till all your dues under or by virtue of the said Document have been fully paid and its claims satisfied or discharged or till you certify that terms and conditions of the said document have been fully and properly carried out by the said M/s..... and accordingly discharge the guarantee, unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee.
5. We _____ Bank Ltd further agree with you that you shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Document or to extend time asked by M/s..... from time to time or to postpone for any time or from time to time any of the powers exercisable by you against M/s and to forbear or enforce any of the terms and conditions relating to the said document and we shall not be relieved from our liability by reason of any such variation or extension being granted to M/s..... or for any forbearance act or omission on your part or any indulgence by you to M/s..... or by any such matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us.
6. It shall not be necessary for the Company to proceed against M/s..... before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the Company may have obtained from M/s..... at this time when proceedings are taken against Bank hereunder be outstanding or unrealised.



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7. We _____ Bank Ltd. further undertake to unconditionally pay the amount claimed by the Company merely on demand and without demur to the extent aforesaid.
8. We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing and agree that any change in the constitution of the Company or of M/s..... or the said Bank shall not discharge our liability hereunder.
9. Notwithstanding anything contained herein
- (i) Our liability under this bank guarantee shall not exceed Rs (Rupees... ..)
 - (ii) This bank Guarantee shall remain valid upto
 - (iii) Our liability to make payments shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand in terms of guarantee on or before

Witness

Dated..... day of20.....

For _____ Bank Ltd.

Signature _____

Seal

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

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

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



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ANNEXURE -3

INFORMATION ABOUT THE TENDERER

Sl. No.	Information requested	Tenderer's reply [to be filled-in / replied appropriately by the tenderer along with supporting documents as applicable.]
1	Information regarding constitution / legal status of the tenderer:	
a	Name of the firm:	
b	Type of the firm (Limited/Partnership/Proprietorship etc.)	
c	Place of Incorporation / Registration:	
d	Year of Incorporation/ Registration:	
e	Whether supporting document(s) regarding (1) above are enclosed (Copies of Certificate of Incorporation / Articles of Association /Partnership Deed etc., as applicable to be enclosed.)	Yes / No <u>Following document(s) are enclosed:</u>
2	Power of Attorney of signatory of tender	<u>Enclosed /Not enclosed</u>
3	Details of signatory to tender for correspondence / communication:	
	Name & Designation:	
	Telephone No:	
	Fax No:	
	E-mail ID:	
4	Qualification and Experience of key personnel proposed for administration and execution of the contract.	<u>Enclosed /Not enclosed</u>
5	Account details of the tenderer for facilitating e-payment: (Details of Bank Account of tenderer indicating Name of the bank and branch, Branch Code, Account Number of the firm, RTGS/IFSC Code of the Bank etc. to be furnished for facilitating e-Payments)	<u>Enclosed on bidder's letter head / Not enclosed</u>



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6	Permanent Account Number:	
	Whether Photocopy of Permanent Account Number (PAN) issued by Income tax department is enclosed	Yes /No
7	Goods and Services Tax Registration No.:	
	Whether Copy of Goods and Services Tax Registration Certificate is enclosed	Yes /No
8	PF Registration No.:	
	Whether Copy of PF Registration Certificate / Undertaking for obtaining PF Code is enclosed as per tender stipulations	Yes / No <u>Following document is enclosed:</u>

9. Bidder hereby declares that,

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

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

OR*

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

*(*Strike off whichever is not applicable)*

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

Signature of the tenderer with date and seal

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



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ANNEXURE - 4

DETAILS OF WORKS DONE AS PER PRE-QUALIFICATION REQUIREMENTS

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

(Use separate sheet for each work)

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

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

Signature of the tenderer with date and seal



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ANNEXURE - 5

DETAILS OF other Similar WORKS DONE (i.e. other than those furnished under Pre-Qualification details) DURING THE PAST Seven YEARS BY THE TENDERER

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

(Use separate sheet for each work)

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

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

Signature of the tenderer with date and seal



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.

ANNEXURE - 6

DETAILS OF WORKS IN HAND AT PRESENT.

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

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

Signature of the tenderer with date and seal



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.

ANNEXURE - 7

DEVIATIONS TO THE TENDER CLAUSES

(To be included in Part-II (Techno-Commercial) of the tender)

NAME OF WORK: “*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.*”

NAME OF TENDERER:

NOTES:

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

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

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



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.

ANNEXURE - 8

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

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

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

Signature of the tenderer with date and seal.



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.

ANNEXURE- 9

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

(On non – judicial stamp paper of value not less than Rs 100/-)

The non-judicial stamp paper should be in the name of issuing bank

Ref.

Bank Guarantee No.

Date

NMDC Ltd
Khanij Bhavan,
10-3-311/A, Castle Hills,
Masab Tank,
Hyderabad -500028.

Dear Sirs,

In consideration of the NMDC Limited, (herein after referred to as the ‘Owner / Employer’ which expression shall unless repugnant to the Context or meaning thereof include its successors, administrators and assigns) having awarded to M/s _____ with its Registered/Head office at _____ (hereinafter referred to as the ‘Contractor’ which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Owner's **Letter of Award of Contract no. _____ dated _____** 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” (Scope of Contract)” valued at Rs. _____ (Rupees _____ only)** and the same having been unequivocally accepted by the contractor resulting in a "Contract" and contractor having agreed to provide a contract performance guarantee for the faithful performance of the contract to the Owner, for the following:

- *for entire scope of the Main Contract on Turnkey Basis [i.e. excluding the Comprehensive Annual Maintenance Contract for 5 years (CAMC) as per contract terms] for Rs.....(Rupees..... only) which is equivalent to ____% (____ percent) * of the said value of the Main Contract on Turnkey Basis (i.e. excluding the contract price of CAMC for 5 years) as per contract terms ### /*
- *for extended Performance Guarantee for Solar PV Modules supplied on turnkey basis as per stipulations of contract for Rs.....(Rupees..... only) which is equivalent to 10% (ten percent) * of the total cost of supply of PV modules as per contract terms ### /*
- *for Comprehensive Annual Maintenance Contract for 5 years (CAMC) for Rs.....(Rupees..... only) which is equivalent to 10% (ten percent) * of the total contract price for Comprehensive Annual Maintenance for 5 years (CAMC) as per contract terms ###*

Wehaving

(Name and Address)

its Head Office at _____ (hereinafter referred to as the `Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on



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.

demand any and all monies payable by the contractor to the extent of _____ as aforesaid at any time upto.....***(days/month/year) without any demur, reservation, recourse or protest and/or without any reference to the contractor. Any such demand made by the owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and Contractor or any dispute pending before any court, tribunal or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

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

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

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

Dated this -----day of -----202--- at -----.

WITNESS

----- Signature ----- (Name)	Signature ----- (Bank's Rubber Stamp)
----- Official address -----	(Name) ----- Designation with Bank stamp ----- Attorney as per power of Attorney No. ----- Dated -----

NOTE: * This sum shall be *five percent / ten percent (5% / 10%)* of the contract price as awarded and as applicable for the respective performance bank guarantee.
** The date will be as specified in the contract for the respective performance BG.
To be furnished by the contractor as and when applicable in terms of the contract.



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.

ANNEXURE - 10

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

Ref. No. _____

Date : _____

To
NMDCLtd.,
Khanij Bhavan,
10-3-311/A, Castle Hills,
Masab Tank,
HYDERABAD - 500 028.

Sub: Extension of Bank Guarantee No. _____ dated _____ for Rs. _____ favouring yourselves, expiring on _____ on account of M/s. _____ in respect of Contract #. _____ dated _____ (called original Bank Guarantee).

Dear Sirs,

At the request of M/s. _____, we _____ Bank Branch Office at _____ and having its head office at _____ do hereby extend our liability under the above mentioned Guarantee No. _____ dated _____ for a further period of _____ years/ Months from _____ to expire on _____

Except as provided above, all other terms and conditions of the original Bank Guarantee No. _____ dated _____ shall remain unaltered and binding.

Please treat this as an integral part of the original guarantee to which it would be attached.

Yours faithfully,

For _____

Manager/Agent/Accountant

Power of Attorney No. _____

Dated: _____

SEAL OF BANK

NOTE: The non-judicial stamp papers of appropriate value be purchased in the name of the bank who has issued Bank Guarantee.



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.

Annexure 11

***Letter of Undertaking towards PF Code
(Applicable to bidders who do not possess the PF code)
(on a non judicial stamp paper of value not less than Rs 100/-)***

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

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

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

Signature of tenderer with seal



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.

ANNEXURE 12

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

FORMAT OF SOLVENCY CERTIFICATE:

(To be issued by Banker of the bidder)

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

OR

The Company has sanctioned credit limit of INR (*currency*) from our bank out of which unutilized balance as on (cutoff date.....) is INR (*currency*).

This certificate is issued at the request of M/s

Yours faithfully

()

Name, authorized designation and seal

Name of the bank



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.

ANNEXURE 14

PROFORMA FOR INTEGRITY PACT

INTEGRITY PACT

Between

NMDC Limited hereinafter referred to as “The Principal”/Employer And

.....hereinafter referred to as “The Bidder / Contractor”

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for “*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*”. The Principal values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relation with its Bidder/s and /or Contractor/s.

In order to achieve these goals, the Principal Cooperates with the renowned international Non-Governmental Organization “Transparency International” (TI). Following TI’s national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process from the beginning till execution of the contract for compliance with the principles mentioned HEREIN.

SECTION 1- COMMITMENTS OF THE PRINCIPAL.

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - I. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract demand, take a promise for or accept, for him/herself or third person, any material benefit which he/she is not legally entitled to.
 - II. The Principal will, during the tender process treat all Bidders with equity and reason. The principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - III. The Principal will exclude from the process all known prejudiced persons.



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.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary action.

SECTION – 2 COMMITMENTS OF THE BIDDER/CONTRACTOR

1. The Bidder / Contractor commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - I. The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to the Principal, to any of the Principal's employee involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.
 - II. The Bidder / Contractor will not enter with other Bidders into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or action to restrict competitiveness.
 - III. The Bidder / Contractor will not commit any criminal offence under the relevant Anti-corruption Laws of India, further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - IV. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
3. The Bidder / Contractor may indicate the advantage of his offer compared to the tender terms and conditions. The Bidder / Contractor shall not make any commitment whatsoever on the offers / products of other bidder(s) thereby influencing the principal to take decision of the former.

SECTION 3 – DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACT

1. If the Bidder, before contract award, has committed a serious transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.



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.

2. If the Bidder/Contractor has committed a serious transgression through a violation of section-2 such as to put his reliability or credibility into question, the principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors with the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
3. If the Bidder / Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

SECTION 4 – FORFEITURE OF EARNEST MONEY DEPOSIT/SECURITY DEPOSIT

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to forfeit the bidders Earnest Money Deposit.
- (2) If the Principal has terminated the contract according to section – 3, or if the Principal is entitled to terminate the contract according to section – 3, the principal shall be entitled to forfeit *the* Earnest Money Deposit/Security Deposit.

SECTION 5 – PREVIOUS TRANSGRESSION

- (1) The Bidder declares that no previous transgression occurred in the last three years with any other company in any country confirming to the TI approach or with any other Public Sector Enterprise in India that could justify its exclusion from the tender process.
- (2) If the bidder makes incorrect statement on this subject, the can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS/SUB-CONTRACTORS.

- (1) The bidder/contractor undertakes to demand from all sub-contractors the commitment consistent with this integrity pact, and to submit it to the Principal before contract signing.
- (2) The principal will enter into agreement with identical conditions as this one with all bidders, contractors and sub-contractors.
- (3) The principal will disqualify from the tender process all bidders who do not sign this pact and submit it to the Principal along with the offer.



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.

SECTION 7 – CRIMINAL CHARGES VIOLATING BIDDERS/ CONTRACTORS/ SUB-CONTRACTORS

If the principal obtains knowledge of conduct of a Bidders/ Contractors/ Sub-Contractors, or of an employee or a representative or an associate of a Bidders/Contractors/Sub-Contractors which constitutes corruption, or if the principal has substantive suspicion in this regard, the principal will inform the vigilance office.

SECTION 8 –EXTERNAL INDEPENDENT MONITOR

- (1) The principal appoints competent and credible external independent Monitor for this Pact. The task of the monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman of the Board of the Principal.
- (3) The Monitor has the right of access without restriction to all Projects documentation of the Principal. The Contractor will also grant the monitor, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will regularly submit a written report to the Chairman of the Board of the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairman of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairman has not, with reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Project Manager, Government of India.



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.

SECTION 9 – PACT DURATION

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidder's 6 months after the contract has been awarded.

SECTION 10 – OTHER PROVISIONS

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal.
- (2) Changes and supplements as well as termination notices need to be made in writing: Side agreements have not been made.
- (3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal

For the Bidder/Contractor

Place

Witness 1:.....

Date.....

Witness 2:.....



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.

ANNEXURE-15

FORM OF AGREEMENT

(Ref clause 6 of GCC- *Manner of execution of Contract*)
(To be executed on a non-judicial stamp paper of value not less than Rs.100/-)
(Subject to modifications as required by the OWNER)

Contract Agreement No..... dated.....

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

AND

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

WHEREAS, the OWNER invited tender 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*” vide Tender Enquiry No. dated.....

AND

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

AND

WHEREAS, the OWNER has accepted the tender submitted by the CONTRACTOR 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*”

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.



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.

2. The following documents issued for the work shall be deemed to form and be read and construed as part of this agreement viz.
 - a. Notice Inviting Tender.
 - b. Instructions to Tenderers.
 - c. General Conditions of Contract.
 - d. Special Conditions of Contract.
 - e. General Technical Conditions.
 - f. Erection Conditions of Contract.
 - g. Technical Specifications and scope of work.
 - h. Price Schedule
 - i. Tender drawings
 - j. Time Schedule
 - k. All correspondence after issue of tender enquiry till issue of Letter of Award of Contract and acceptance of Letter of Award of Contract

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

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

Signed, sealed and delivered byin the presence of

 Dated Signature of Contractor
 in the capacity of -----
 on behalf of M/s -----

 For and on behalf of NMDCL Limited
 Dated Signature of OWNER,
 Designation
 Address:

Witness:

Witness:

1) Signature:
 Name:
 Address:

1) Signature:
 Name:
 Address:

2) Signature:
 Name:
 Address:

2) Signature:
 Name:
 Address:



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.

Annexure-13

FORMAT FOR DUMMY PRICE SCHEDULE

**[*Format Enclosed as separate annexure with
Tender Document]**



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.

Annexure-A (QR Code for using UPI App – Scan & Pay) as indicated above in the section Schedule of Tender (SOT).





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.

General Conditions of Contract (GCC)



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.

GENERAL CONDITIONS OF CONTRACT (GCC)

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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.

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 CONTRACTOR'S SCOPE OF WORK

- 1.1 Contractor's scope of work includes the *“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.”*
- 1.2 Any item of plant and equipment which may not be expressly stated in the contract, but which are required for the proper and efficient construction and operation of the plant and equipment to meet its specified performance as well as for proper maintenance shall be supplied by the Contractor at no extra cost to the owner.

2.0 CONTRACT DOCUMENTS

- 2.1 The term Contract Documents shall mean and includes the following, which shall be deemed to form an integral part of the Contract.
- 2.1.1 Notice Inviting Tender, Instructions to Tenderers, Contract Agreement, General Terms and Conditions of Contract, General Technical Conditions, Special conditions & Terms of payment, Erection Condition of Contract and all other documents included in the Bid documents.
- 2.1.2 Technical Specifications
- 2.1.3 Contractor's bid proposal including the letters of clarifications between the contractor and the owner prior to the Award of Contract, to the extent they have been accepted by the owner.
- 2.1.4 Any agreed variations to the conditions of the documents and specifications and special terms and conditions of Contract, if any.
- 2.2 In case of discrepancy between the General Conditions of Contract (GCC), Special Conditions of Contract (SCC), General Technical Conditions (GTC), Erection Conditions of Contract (ECC), Technical Specifications and Tender Drawings, generally the following order of precedence shall be followed, unless otherwise specified in the tender documents:
- a) Technical Specification
 - b) Tender Drawings
 - c) Special Conditions of Contract (SCC)
 - d) General Technical Conditions (GTC)
 - e) Erection Condition of Contract (ECC)
 - f) General Conditions of Contract (GCC)
- 2.3 If there are varying or conflicting provisions made in any of the documents forming part of contract, the matter shall be referred to the Engineer whose decision shall be final and binding upon the parties, within the intent and meaning of the Agreement.

3.0 DEFINITION OF TERMS:



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Definitions given herein are for general understanding of the terms, not for interpretation of Agreements / Contracts, which will be governed by the Definitions given therein.

3.1 “A Contract” means an agreement which is enforceable by law.

3.2 “An Agreement” means every set of promises forming consideration for each other.

3.3 APPROVAL:

- a) "In-principle approval" means the communication of initial acceptance of commencement of work for a proposal by the Competent Authority.
- b) “Approval” means the present confirmation, ratification, or assent by the Competent Authority to some action or thing done by the department.
- c) “Administrative approval” means acceptance of the proposals by the Competent Authority for initiating tender activities for execution of work and incurrance of expenditure.

3.4 “Base date” means the date of submission of final revised Price Bid by the Contractor, unless otherwise specified in the Contract.

3.5 “Commissioning” means operation of the Facilities by the contractor to a level of output as provided in the contract.

3.6 “Commissioning Certificate” (CC) means the Certificate to be issued by the Owner to the Contractor on completion of successful Commissioning.

3.7 “Commissioning period” means the period in between the successful completion of PAT (Preliminary Acceptance Test) and Commissioning.

3.8 “Competent Authority” means the authority that is delegated with powers to sanction expenditure on works for pre and post award activities as per Delegation of Powers in force.

3.9 “Contract Agreement” means the documents forming the tender and acceptance thereof and formal agreement executed between Owner/Employer and the contractor for execution and completion of the “Works”.

3.10 “Contractor” means the person(s) / legal entity for example such as a firm or company or corporation / society whose bid to perform the Contract has been accepted by the Owner/Employer and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor. In case Contract is with consortium of two or more members then the Contractor shall mean one or more members of Consortium as the case may be.

3.11 “Contractor’s Representative” means an official appointed by the Contractor in writing from time to time who will be authorized and entitled to act on their behalf in respect of all the matters mentioned in the Contract.



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- 3.12** "Consulting Engineer/Consultant" means any firm or person duly appointed as such by the Owner/Employer for performance of specified activities of the works and/or for monitoring the execution of works.
- 3.13** "Contract Sum/Value/Price" means the sum named in the Owner's Letter of Intent/Work Order/Letter of Award of Contract, subject to such additions thereto and deductions therefrom, as may be made under the provisions of the Contract.
- 3.14** "Days" are calendar days; "Months" are calendar months as per Gregorian calendar.
- 3.15** "Defect" means any part of the Works not completed in accordance with the contract.
- 3.16** "Defect Liability Period"/"Guarantee Period"/"Maintenance Period" means the period during which the Contractor shall remain liable for repair or replacement of any defective part of the works supplied and performed under the contract.
- 3.17** "Effective Date of Contract" means the date on which the Contract is to commence.
- 3.18** "Engineering Data and Drawings" means all,
- Drawings furnished by NMDC/ NMDC's appointed Consultant as a basis for proposal.
 - Supplementary drawings if any, furnished by the NMDC/ NMDC's appointed Consultant to clarify and to define in greater detail the intent of the contract.
 - Drawings submitted by the Contractor with his proposal provided such drawings are acceptable to NMDC.
 - Drawings furnished by NMDC/ NMDC's appointed Consultant to the Contractor during the progress of work; and
 - Engineering data and drawing submitted by the Contractor during the progress of the work provided such drawings are acceptable to NMDC.
- 3.19** "Engineer / Engineer-in-charge" means the Officer appointed as such by Owner/Employer and notified to the Contractor and is responsible for getting the Works executed in terms of the Contract / Agreement. He is the interface between the Owner and the Contractor.
- 3.20** "Erection Facilities" means tools, devices, machines, transportation facilities, materials and other devices brought by the Contractor to the construction site and are not included into the Shop main equipment and are the Contractor's property. Bringing to and out of the site of the said erection facilities will be made with the Owner's consent. Such facilities which are not required for erection shall be allowed to be taken out of site with Owner's permission.
- 3.21** "EXCEPTED RISKS" are the risks due to riots (*other than those among CONTRACTOR's employees*) and civil commotion (*in so far as these are not uninsurable*), war (*whether declared or not*), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, by military or usurped power, any acts of Government that result in restraining the execution of the Work, damage from aircraft, acts of God (*such as Earthquake, lightning and unprecedented floods etc.*) and such other causes over which the CONTRACTOR has no control and accepted as such by the OWNER/Consultant, or causes solely due to the use or occupation by the OWNER of the part of works in respect of which a certificate of completion has been issued.



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- 3.22** Final Acceptance Certificate (FAC): The term FAC means a Certificate to be issued by the Owner to the Contractor upon PG test completion and completion of guarantee period / as specified in the contract documents.
- 3.23** “Inspector” means the Owner/Employer or any person /agency nominated by Owner/Employer from time to time, to inspect the equipment, stores or the works under the contract.
- 3.24** “Letter of Award of Contract (LAC) / Work Order” means the official notice issued by Owner/Employer notifying the Contractor that his bid has been accepted and Owner/Employer awards the work to the Contractor.
- 3.25** “Letter of Intent (LOI)” means the official notice issued by Owner/Employer notifying the Contractor that his bid has been accepted and Owner/Employer intends to award the work to the Contractor.
- 3.26** “Manufacturer’s Works” or “Contractor’s Works” means the temporary or permanent place of work used by the Contractor or his subcontractors for manufacture / fabrication of the components/sub-assemblies required for the plant/works.
- 3.27** “MOBILISATION” means establishment of sufficiently adequate infrastructure by the CONTRACTOR at ‘site’ comprising of construction equipment, aids, tools and tackles including setting up of site offices with facilities such as power, water, communication, etc. establishing man-power organization comprising Project Manager/Resident Engineer, Engineers, supervisory personnel and an adequate strength of unskilled, semi-skilled and skilled workmen in order to commence the work at site(s) in accordance with the ‘CONTRACT’.
- 3.28** “Owner/Employer/Procuring Entity” means NMDC Limited and shall include its legal representatives, successors and permitted assigns.
- 3.29** Period of 'Trial Operation', 'Reliability Test', 'Completion Test', means the extended period of time after the start-up period. During this trial operation period the units shall be operated over the full range. The period of Trial Operation shall be as determined by the Engineer, unless otherwise specified in the Contract.
- 3.30** Plant, Equipment, Stores: The term “Plant, Equipment, Stores” means and include permanent plant, stores, equipment, machinery, materials to be supplied by the Contractor and things of all kinds to be provided and incorporated in the facilities by the contractor under the Contract but does not include Contractor’s equipment.
- 3.31** “Preliminary Acceptance Certificate” (PAC) means the Certificate to be issued by the Owner to the Contractor on successful completion of Preliminary Acceptance Tests (PAT).
- 3.32** “Preliminary Acceptance Tests” (PAT) means the first integrated operation of the complete equipment/shop, sub-systems on no load conditions as per the Contract.



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- 3.33**“Performance Guarantee Test” (PGT) means all operational checks and test required to determine and demonstrate capacity, efficiency and operating parameters including quality as specified in the Contract documents.
- 3.34**“Performance Guarantee Test Certificate” (PGTC) means a Certificate to be issued by the Owner to the Contractor upon successful completion of PG test.
- 3.35**“Procurement” - Procurement means procurement of works, services or any combination thereof.
- 3.36**“Sanction” means to assent, concur, confirm, approve, or ratify, unless otherwise specified.
- 3.37**“Services” means performance of duties/activities to be carried out under the Contract such as Design, Transportation, Insurance, Customs clearance, Receipt, Storage, Experts deputation, Construction, Erection, Testing, Supervision, Commissioning, complex of services for supervision, commissioning and mastering in technology, technological documentation elaboration and working drawings development.
- 3.38**SITE: The site means the land(s) and/or other place(s) on, under, in or through which the work is to be executed under the Contract including any other land(s) or place(s) which may be allotted by the OWNER or used for the purpose of the contract.
- 3.39**“Specification” means the Technical and General Specifications forming a part of the Contract and such other schedules and drawings as may be mutually agreed upon.
- 3.40**“Stabilization period” means the period after commissioning till completion of PG test.
- 3.41**'Start-up' means the time period required to bring the equipment covered under the Contract from an inactive condition, when erection is essentially complete, to the state ready for trial operation. The start-up period shall include preliminary inspection and check-up of the equipment supporting sub-systems; initial operation of the complete equipment covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action; shut down, inspection and adjustment prior to the trial operation period.
- 3.42**“Sub-Contractor” means the person / legal entity for example such as a firm or company or corporation / society named as such in the Contract for any part of the supplies or any person to whom any part of the supplies/works has been assigned by the Contractor with the consent in writing of the Owner and will include the legal representatives, successors and permitted assigns of such person, firm or company or corporation.
- 3.43**“Supply” means all the supplies to be effected by the Contractor at the construction site.
- 3.44**“Taking over”: The term taking over means the Owner's written acceptance of the works performed under the contract after successful performance guarantee tests / commissioning as applicable.
- 3.45**“Temporary Works” means the works designed, constructed, installed and removed by the contractors which are needed for construction or installation of the works.



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- 3.46** 'Tests of Completion', means such tests as prescribed in the Contract to be performed by the Contractor before the "Work(s)" is taken over by the Owner/Employer.
- 3.47** "Variation" means an instruction given by the Owner or his nominee, which varies the scope of the works.
- 3.48** "Works" means and includes all activities to be executed in accordance with the contract or part thereof as the case may be and shall include all extra activities, additions, alterations or substituted activities as directed by the Owner/Engineer-in-Charge for due completion of the contract.
- 3.49** "Writing" shall include any manuscript, typewritten or printed statement, under or over signature and/or signature/seal as the case may be. "Writing" shall be signed by the person(s) duly authorized by the Owner and/or the Contractor as applicable.
- 3.50** When the words "approved", "subject to approval", "satisfactory", "equal to", "proper", "requested", "as directed", "where directed", "when directed", "determined by", "accepted", "permitted", or words and phrases of like import are used, the approval, satisfaction, judgment, direction, acceptance, permission etc., is understood to be a function of the Owner/Engineer".
- 3.51** Words imparting the singular shall also include the plural and vice-versa where the context so requires.
- 3.52** "Terms and expressions not defined herein" shall have same meaning as are assigned to them in the Indian sale of Goods Act (1930), failing that in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897).

4.0 CONTRACTOR TO INFORM HIMSELF FULLY

- 4.1** The Contractor shall be deemed to have carefully examined all Contract Documents to his entire satisfaction. If he shall have any doubt as to the meaning of any portion of the Contract Documents before confirming his unconditional acceptance of letter of award of contract, set forth the particulars thereof, and submit them to the Owner in writing, in triplicate, in order that such doubt may be removed. The Owner will provide such clarifications as may be necessary, in writing, to the Contractor. Any information otherwise obtained from the Owner or the Consultants or the Engineer shall not in any way relieve the Contractor of his responsibility to fulfil his obligations under the Contract.

5.0 CONTRACT AGREEMENT & CONTRACT PERFORMANCE GUARANTEE

The Contractor shall enter into a Contract Agreement (as per pertinent proforma enclosed at to ITT) with the Owner within thirty (30) days from the date of 'Letter of Award of Contract' or within such extended time as may be granted by the Owner. The Contract performance Bank Guarantee for the proper fulfilment of the Contract shall be furnished by the Contractor in the prescribed form within thirty (30) days of Letter of Award of Contract. The Contract Performance Guarantee shall be as per relevant clause of Instruction to Tenderers.



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6.0 MANNER OF EXECUTION OF CONTRACT

- 6.1 Subsequent to Acceptance of the Letter of Award of Contract by the contractor, Owner will dispatch within 30 days a copy of the Approved Draft Contract Agreement to the contractor. The Contractor within 15 days from the date of dispatch of the approved draft contract agreement by the Owner shall prepare the final contract documents and submit two (2) original copies of the same to the Owner for the purpose of signing of the Contract Agreement.
- 6.2 The Contract Agreement, unless otherwise agreed to, shall be signed within fifteen (15) days of date of submission of the original contract agreement to the owner, at the office of the Owner on a date and time to be mutually agreed. The Contractor shall provide for signing of the Contract appropriate power of attorney and other requisite materials. In case the Contract is to be signed beyond the stipulated time, the Bid Guarantee submitted with the proposal will have to be extended accordingly by the Contractor.
- 6.3 The Agreement will be signed in two (2) originals and the Contractor shall be provided with one signed original and the second will be retained by the Owner. All expenses for making agreements including cost of stamp papers shall borne by the Contractor.
- 6.4 Subsequent to signing of the Contract, the Contractor at his own cost shall provide the owner with six (6) true copies of Agreement.

7.0 EFFECTIVE DATE AND JURISDICTION OF CONTRACT

- 7.1 The Contract shall be considered as having come into force from the date of the Letter of Award of Contract.
- 7.2 The laws applicable to the Contract shall be the laws in force in India. The Courts of Hyderabad, India shall have exclusive jurisdiction in all matters arising under this Contract.

8.0 ASSIGNMENT AND SUB-LETTING OF CONTRACT

- 8.1 The Owner shall be free at all times and stages during the pendency of the contract to assign any of its duties, responsibilities and rights under the Contract to any person or persons or organisation(s) and the Contractor shall accept such person(s) or organisation(s) as parties to the contract in lieu of the Owner.
- 8.2 The contractor shall not assign, sublet or transfer the whole or any part of the contract or interest therein or benefit or advantage thereof in any manner whatsoever without the written approval of the owner, other than for raw materials, for minor detail or any part of the plant for which makes are identified in the Contract. Suppliers of the equipment not identified in the Contract or any change in the identified suppliers shall be subject to approval by the Engineer. The experience list of the equipment vendors under consideration by the Contractor for this Contract shall be furnished to the Engineer for approval prior to procurement of all such items/equipments. Approval for assignments/sub-letting if granted by the owner, the same shall neither establish any contractual relationship between the owner and the sub-contractor/assignee



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nor shall relieve the Contractor from any obligation, duty or responsibility under the contract. Any assignment as above without prior written approval of Engineer shall be void.

- 8.3 For components/equipment procured by the Contractor for the purposes of the Contract, after obtaining the written approval of the Owner, the Contractor's purchase specifications and enquiries shall call for quality plans to be submitted by the suppliers along with their proposals. The quality plans called for from the Vendors shall set out during the various stages of manufacture and installation, the quality practices and procedures followed by the Vendor's quality control organisation, the relevant reference documents/standards used, acceptance level, inspection documentation raised, etc. Such quality plans of the successful vendor shall be discussed and finalised in consultation with the Engineer and shall form a part of the purchase order/contract between the Contractor and the Vendor. Within three (3) weeks of the release of the same purchase order/contracts for such bought out items/components, a copy of the same without price details but together with detailed purchase specifications, quality plans and delivery conditions shall be furnished to the Engineer by the Contractor.

9.0 PATENT RIGHTS ROYALTIES AND LICENSED SOFTWARE

- 9.1 Royalties and fees for patents covering materials, articles, apparatus, devices, equipment or processes used in the works shall be deemed to have been included in the Contract Price. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the Owner indemnified in that regard. The Contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patent involved in the works, and, in case of an award of damages, the Contractor shall pay for such award. In the event of any suit or other proceedings instituted against the Owner, the same shall be defended at the cost and expenses of the Contractor who shall also satisfy/comply any decree, order or award made against the Owner. But it shall be understood that no such machine, plant, work, material or thing has been used by the Owner for any purpose or any manner other than that for which they have been furnished and installed by the Contractor and specified under these specifications. Final payment to the Contractor by the Owner will not be made while any such suit or claim remains unsettled. In the event any apparatus or equipment, or any part thereof furnished by the Contractor, is in such suit or proceedings held to constitute infringement, and its use is adjourned, the Contractor shall, at his option and at his own expense, either procure for the Owner, the right to continue use of said apparatus, equipment or part thereof, replace it with non-infringing apparatus or equipment or modify it, so it becomes non-infringing.
- 9.2 Any software supplied shall be licensed in favour of the Owner and only authorised and legal software shall be supplied.

10.0 TIME IS THE IMPORTANT FACTOR OF CONTRACT

The date of completion of the work as stipulated in the order shall be deemed to be the important factor of the Contract.

Time of completion: Time is an important factor of the contract. Subject to any requirement in the contract as to completion of any portion of the works before completion of the whole,



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the whole of the work shall be completed within the time specified in the Notice Inviting Tender or such extended time as may be allowed under the provisions of the contract.

The CONTRACTOR shall sign and submit the duplicate copy of the Letter of Award of Contract within 7 (seven) days from the date of issue as a token of unconditional acceptance, unless any other period has been agreed upon in writing. If the CONTRACTOR commits default in submission as aforesaid, OWNER may, without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money and cancel the contract.

The owner shall be entitled to claim any costs, charges expenses of the tender incidental to or incurred by him through or in connection with his preparation of tender if the Contractor does not sign and return the LAC within the stipulated time as acceptance of the contract.

- 10.2 The Contractor shall submit a detailed PERT network on the basis of the time frame agreed above consisting of adequate number of activities covering various key phases of the Works such as design, procurement, manufacturing, and shipment activities within thirty (30) days after the date of Letter of Award of Contract. This network shall also indicate the interface facilities to be provided by the Owner and the date by which such facilities are needed. Contractor shall discuss the network so submitted with the Owner and the agreed network which may be in the form as submitted or in revised form in line with the outcome of discussions shall form part of the Contract. During the performance of Contract, if in the opinion of the Engineer proper progress is not maintained suitable changes shall be made by the Contractor in his operation to ensure proper progress.
- 10.3 The above PERT network shall be reviewed and periodic review reports shall be submitted by the Contractor as directed by the Engineer.
- 10.4 Subsequent to the award of the Contract, the Contractor shall make available to the Engineer, a detailed manufacturing programme, in line with the agreed schedule. Such manufacturing programme shall be reviewed, updated and submitted to the Engineer indicating the progress of manufacturing of the equipment at the works once every month thereafter.

11.0 CONTRACT PRICE / CONTRACT VALUE

The prices quoted by the Contractor in his bid with additions and deletions, if any as may be agreed and is stated in the Letter of Award of Contract for his entire scope of work shall be treated as the Contract price / contract Value.

12.0 DEDUCTIONS FROM CONTRACT PRICE

All costs, damages, or expenses which the Owner may have paid, for which under the Contract the Contractor is liable, will be claimed by the Owner. All such claims shall be billed by the Owner to the Contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Contractor to properly identify such claims. Such claims shall be paid by the Contractor within fifteen (15) days of the receipt of the corresponding bills and if not paid by the Contractor within the said period, the Owner may then deduct the amount from any moneys due or becoming due by him to the Contractor under the Contract or may be recovered by actions of Law or otherwise, if the Contractor fails to satisfy the Owner of such claims.



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13.0 PACKING, FORWARDING, SHIPMENT AND STORAGE

- 13.1 The Contractor, wherever applicable, shall after proper painting, pack and crate all equipment in such a manner as to protect them from deterioration and damage during rail and/or road transportation to the Site. The Contractor shall be held responsible for all damages due to improper packing.
- 13.2 The Contractor shall notify the Owner of the date of each shipment from his works, and the expected date of arrival at the Site for the information of the Owner.
- 13.3 The Contractor shall also give all shipping information concerning the weight, size and content of each packing including any other information the owner may require.
- 13.4 The Contractor shall prepare detailed packing lists of all packages and containers, bundles and loose material forming each and every consignment despatched to site.
- 13.5 The nomenclature used by the Contractor in the packing lists, in the invoices for payment and in the excise documents shall be same.

14.0 DEMURRAGE, WHARFAGE, ETC.

All demurrage, wharfage and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of the Contractor.

15.0 INSURANCE

- 15.1 The Contractor shall arrange, secure and maintain insurance as may be necessary and for all such amounts as per erection conditions of contract, to protect his interests and the interest of the Owner, against all risks as detailed herein. The form and the limit of such insurance, as defined herein together with the under writer thereof in each case shall be as acceptable to the Owner.
- 15.2 However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage on comprehensive all risks basis at all times during the period of Contract shall be that of the Contractor alone. The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations.
- 15.3 Any loss or damage to the equipment, during handling, transporting, and storage, erection, commissioning, etc., until the work is taken over by the Owner, shall be to the account of the Contractor. The Contractor shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the portion of the work damaged or lost. The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of the Contract. The Contractor shall provide the Owner with a copy of all insurance Policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Owner in writing at least sixty (60) days in advance, regarding the expiry, cancellation and/or change in any of such documents and ensure revalidation/renewal, etc., as may be necessary well in time.



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15.4 The risks that are to be covered under the insurance shall include, but not be limited to, the loss or damage in transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, etc. The scope of such insurance shall cover the entire value of the works from time to time.

15.5 All costs on account of insurance liabilities covered under the Contract will be to the Contractor's account and will be included in the Contract Price. However, the Owner may from time to time, during the pendency of the Contract, ask the Contractor in writing to limit the insurance coverage risks and in such a case, the parties to the Contract will agree for a mutual settlement for reduction in Contract Price to the extent of reduced premium amounts.

16.0 Liquidated Damages (LD) for Delay in Completion and Liquidated Damages for Non-Availability During Guarantee Period (For Main Contract for turnkey execution i.e. excluding the 5 years CAMC after guarantee/ warranty period):

16.1 Liquidated Damages for delay in completion (for main contract):

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

16.1.2 In case of delay in completion of the contract for reasons attributable to the contractor, liquidated damages may be levied at the **rate of half percent (½ %)** of the contract price (*excluding the 5 years CAMC price*) per week of delay, subject to a **maximum of 10%** of the contract price (*excluding the 5 years CAMC price*).

16.1.3(i) The OWNER, if satisfied, that the works can be completed by the CONTRACTOR within a reasonable time after the specified time for completion, may allow further extension of time at its discretion with or without the levy of Liquidated Damages. In the event of extension granted being with Liquidated Damages, the OWNER will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent (½ %) of the contract value of the works (*excluding the 5 years CAMC price*) for each week or part of the week subject to the ceiling defined in sub-clause 16.1.2.

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

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

16.1.3 (iv) In the event of such termination of the contract as described in clauses 16.1.3(ii) or 16.1.3(iii) or both, the OWNER shall be entitled to recover Liquidated Damages up to **Ten Percent (10%)** of the contract value (*excluding the 5 years CAMC price*) and get the work completed by other agency(ies) / means at the risk and cost of the



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CONTRACTOR. The Security Deposit (Contract Performance Guarantee amount) will then be forfeited and adjusted against such claims / dues from the contractor.

16.1.3 (v) In case the CONTRACTOR fails to complete the work (*i.e. Supply, Erection, Testing, Pre-Commissioning, Preliminary Acceptance & issuance of PAC and upto Commissioning cum Final Acceptance & issuance of FAC*) successfully within the period of completion for reasons attributable to the contractor, he shall be liable to pay to the OWNER, as liquidated damages and not as a penalty, a sum at the rate of $\frac{1}{2}$ % (**half percent**) of the total contract value of the work (as awarded) (*excluding the 5 years CAMC price*) for every week or part thereof which shall be elapsed between the schedule time of completion of work and the actual date of completion of work.

16.1.3 (vi) PROVIDED always that the total amount of such liquidated damages for delay to be paid under this condition shall not exceed **10% (Ten percent)** of the total contract value, as awarded (*excluding the 5 years CAMC price*).

16.2 Liquidated Damages for Non-Availability during Guarantee Period (for main contract):

The equipment availability shall be **7884 Hrs. (90%)** for every year for 24X7 operation of the entire 4 x 25 KW Grid Interactive Solar Power Plant of BIOM Kirandul Complex during the guarantee period. In case of non-performance of the entire system/part thereof, rendering its availability below 7884 Hrs. during an year (*for reasons attributable to the contractor*), LD @1% of total contract value (*excluding the 5 years CAMC price*) will be levied for every 24 Hrs. or part thereof of the non-availability / breakdown period, subject to a maximum of 10% of the total contract value (*excluding the 5 years CAMC price*), as awarded.

16.3 Liquidated Damages for delay in completion and Liquidated Damages for non-availability during guarantee period (for main contract):

Liquidated Damages for delay in completion and Liquidated Damages for non-availability during guarantee period as mentioned in Clause 16.1 and 16.2 are independent of each other and are applicable separately and concurrently subject to total maximum limit of **15 (Fifteen) %** of the total contract value (*excluding the 5 years CAMC price*).

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

16.5 In addition to the above, the OWNER shall be free to cancel the contract or a portion thereof and get the balance works executed through other agency or agencies at the risk and cost of the CONTRACTOR. In the event such action is taken, the CONTRACTOR shall be liable to pay the owner for any loss, which the OWNER may sustain but he will not be entitled to any gain of such action made against default. The manner and method of such contract shall be at the entire discretion of the OWNER whose decision shall be final and



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binding. This right shall be without breach/without prejudice to the other rights of the OWNER to recover damages for breach of contract by the CONTRACTOR.

Note(s):

- 1. For specific provisions relating to LD / Penalty during the CAMC period, the relevant section of tender document viz. Vol-II (*Scope of Work and Technical Specifications*) of tender document may be referred. [Ref. Sl. 20 of General conditions for AMC under Cl. 34.0 (CAMC-05 years), Vol-II (*Scope of Work and Technical Specifications*)]**
- 2. Liquidated damages shall be levied against suppliers / contractors in case of delay in supply of materials / execution of contract beyond the date of delivery / completion of job specified in purchase order /contract, for reasons attributable to the supplier / contractor.**

The levy of LD shall be on the final executed value / amended value, including escalations (excluding taxes) as applicable, of the contract including additions to scope by way of interim approvals. However, LD shall not be levied on amount paid under amicable settlement, conciliation and arbitral awards settled after completion of work

Imposition of LD shall be based on recommendations, subject to approval of Competent Authority of NMDC Ltd.

17.0 FORCE MAJEURE

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

The following shall also be considered as Force Majeure conditions:

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



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- e) 'The Effect of Naxal Activity, if established', for Bailadila sector,

18.0 DELAYS BY OWNER OR HIS AUTHORISED AGENT

In case the Contractor's works are delayed due to any act of omission on the part of the Owner or his authorised agent, then the Contractor shall only be given due extension of time for the completion of the works to the extent such omission on the part of the Owner has caused delay in the Contractor's work and no compensation shall be payable to the contractor on this account. Regarding reasonableness or otherwise of the extension of time, the decision of the Owner shall be final and binding.

19.0 TERMINATION OF CONTRACT/FORECLOSURE OF CONTRACT

A. Termination

A.1. Termination for Employer's Convenience

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

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

- a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition.
- b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) (ii) below
- c) remove all Contractor's Equipment from the Site, repatriate the Contractor's and its Subcontractors' personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition
- d) In addition, the Contractor, subject to the payment specified in Sub-Clause A.1.3 hereof, shall
 - (i) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination
 - (ii) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant and Equipment as at the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors
 - (iii) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the Facilities.



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

A.2 Termination for Contractor's Default

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

- a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up (*other than a voluntary liquidation for the purposes of amalgamation or reconstruction*), a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt.
- b) if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of '**Assignment**'/'**Subletting**' as per the contract.

A.2.2 If the Contractor

- a) has abandoned or repudiated the Contract
- b) has without valid reason failed to commence work on the Facilities promptly or has suspended the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the Employer to proceed
- c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause
- d) refuses or is unable to provide sufficient materials, services or labour (*adequate resources*) to execute and complete the Facilities in the manner *specified in the program* furnished under the provisions of '**Work Program (Program of Performance)**' as per contract, at rates of progress that give reasonable assurance to the Employer that the Contractor can attain Completion of the Facilities by the Time for Completion as per time for completion specified in the contract ; then the Employer may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Employer may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this Sub-Clause **A.2** hereof.

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



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- a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean & safe condition
- b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) below
- c) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination
- d) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant and Equipment as at the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors
- e) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the Facilities.

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

Upon completion of the Facilities or at such earlier date as the Employer thinks appropriate, the Employer shall give notice to the Contractor that such Contractor's Equipment will be returned to the Contractor at or near the Site and shall return such Contractor's Equipment to the Contractor in accordance with such notice. The Contractor shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.

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

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

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

If such excess is greater than the sums due to the Contractor under Sub-Clause A.2.5 hereof, the Contractor shall pay the balance to the Employer, and if such excess is less than the sums due the Contractor under Sub-Clause A.2.5 hereof, the Employer shall pay the balance to the Contractor.