



Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years.



NMDC LIMITED
(A Government of India Enterprise)

'Khanij Bhavan', 10-3-311/A, Castle Hills, Masab Tank, Hyderabad -500028

TENDER DOCUMENT

FOR

Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years.

VOLUME –I of III

(TECHNO-COMMERCIAL)

OPEN Tender Enquiry (OTE) - for Domestic Bidding - in E-tender mode

Tender Enquiry No: HO (Contracts)/ 425kWp Solar/Bachel/2020/229 dated 09/12/2020



Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bacheli Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years.

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CHECK LIST

Bidder shall ensure that all the documents given below are submitted with the offer:

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

Sl.No	Document	Yes/No
A.	Part I of Tender:	
1.	Earnest Money Deposit as specified in NIT/SOT	
2.	Tender Fee as specified in NIT / SOT.	
*	<u>OR in lieu of Sl. 2 above for PSUs - PSU bidders seeking exemption towards Tender Fee (bidding fee/cost of bidding) shall submit copy of their relevant registration certificate under which exemption is sought, in part I of the offer.</u>	
B.	Part II of Tender:	
1.	Checklist for submission of bid <i>(as per the proforma of 'Check List' given in tender document)</i>	
2.	Letter of undertaking as per Annexure -1	
3.	Integrity Pact (IP)	
4.	Information about the tenderer as per Annexure-3: <i>[This shall be furnished in the prescribed pro-forma as per Annexure – 3, along with the relevant documents in support of the information provided. This includes the following:]</i>	
a.	Copies of original documents defining Constitution or Legal Status, place of registration, Principal place of business and Lines of business of the bidder. <i>- Copies of Certificate of Incorporation / Articles of Association /Partnership Deed etc., as applicable to be enclosed.</i>	
b.	Power of Attorney of the signatory to the bid.	
c.	Qualification and experience of key personnel proposed for administration and execution of the contract.	
d.	Account details of the tenderer for facilitating e-payment <i>(on tenderer's letter head duly signed & stamped by the tenderer)</i>	
e.	Photocopy of Permanent Account Number (PAN) issued by Income tax department.	
f.	Copy of GST (Goods and Service Tax Identification Number-GSTIN) Registration Certificate	
g.	Copy of PF registration certificate or an undertaking as per Annexure-11	
h.	Declaration of relationship, if any with Owner's employees / Director(s)	
5.	Details of works done as per the pre-qualification requirements as per Annexure-4	
6.	Details of turnover during the last three financial years along with Audited profit and loss account and Balance Sheet for the last three financial years ending 31 st March of FY 2019-20 (i.e. 2017-18, 2018-19 and 2019-20).	
7.	Original Solvency certificate as per PQC stipulations	
8.	Supporting documents to demonstrate no default by the bidder as per PQC stipulations	
9.	Details of other similar works done <i>(other than those mentioned by the bidder under pre-qualification details)</i> during the past seven years as per Annexure-5	



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10.	Details of works in hand at present as per Annexure-6	
11.	Overall Description of the proposed method for carrying out the proposed work and Proposed Quality Assurance Programme of the bidder.	
12.	Time schedule Bar chart /network proposed for completion of work within the time specified in NIT	
13.	Organization set up for the project at site as per Annexure-8	
14.	List of Equipment, Tools etc. proposed to be mobilized by the bidder	
15.	Declaration by the bidder on their letter head that the firm is not blacklisted by any PSU/Govt Body	
16.	letter by the bidder in letter head authorizing NMDC to seek references from bidder's bankers	
17.	Amendments/Corrigenda/addenda etc. for the Tender / Interpretations/ clarifications on this tender document, if any, issued by the Owner duly signed & stamped by the bidder	
18.	Dummy price bid without quoting the rate duly signed and stamped on all pages, <i>as per the format of price schedule given in tender document.</i> The format for submitting Dummy Price Schedule is enclosed as Annexure-13 to tender document.	
19.	Undertaking by the bidder confirming to tender terms & conditions in totality. [The undertaking confirming to tender terms & conditions needs to be submitted by all bidders. Further, in case any deviations are proposed, the prescribed format of tender document may be referred].	
20.	Deviations, if any to the bid clauses as per Annexure-7 (or else, NIL Deviation statement)	
21.	Undertaking on tenderer's letter head for obtaining Labour License from concerned Labour Inspectorate, if required for taking-up the work.	
22.	Copy of Electrical License alongwith applicable undertaking(s)	
23.	Other information sought with bid as per Clause 10.0 and 18.0 of ITT / Technical details, catalogues, drawings etc. [as also referred in Vol-II (Scope of Work & Technical Specifications) of tender document] for understanding of the owner.	
24.	Self-certification by the bidder giving percentage of local content, in compliance of Rule 153 (iii) of General Financial Rules, 2017.	
25.	Self-certification regarding, compliance as per Rule 144 (xi) of the General Financial Rules (GFRS), 2017- Attachment -1 to Annexure – 'B' of ITT.	
26.	Any other information the bidder desires to furnish in connection with this bid.	
	Part III	
1.	Price bid –Duly filled in as per the format of price schedule given in tender document (To be submitted as per 'Important Instructions for E-Procurement' given in this tender document).	

- Note: 1). Scanned / pdf formats of relevant documents of Part-I & Part-II, and Part-III (Price-bid as per the prescribed format) are to be uploaded in e-tender platform.**
- 2). Original documents of Part-I are to be submitted in a sealed envelope as per the details given in NIT.**
- 3). The hard copies of following documents relating to Part-II of bid may also be submitted in Part-I bid envelope along with other stipulated documents of Part-I, or else the same shall be submitted upon intimation from NMDC at a later stage within the time frame given by NMDC:**
- (a) Power of Attorney of the signatory of tender as per tender document stipulations;**
 - (b) Original Solvency certificate as per PQ stipulations**
 - (c) Original undertaking towards PF code as per Annexure-11, as applicable.**
 - (d) Copy of GST (Goods and Service Tax) Registration Certificate.**



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NMDC LIMITED

(A Government of India Enterprise)

'Khanij Bhavan', 10-3-311/A, Castle Hills, Masab Tank, Hyderabad -500028

CIN-L13100AP1958GO1001674

E-Tender Notice (Open Tender Enquiry for Domestic Bidding)

CONTRACTS DEPARTMENT/ENGINEERING & PROJECTS DIVISION

Tender Enquiry No: HO (Contracts)/ 425kWp Solar/Bacheli/2020/229

Dated 09/12/2020.

[MSTC Ref. No.: NMDC/HO/70/20-21/ET/673]

NMDC invites bids in e-tender mode on MSTC website (NMDC's e-tender service provider): <http://www.mstcecommerce.com> for the work of ***“Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bacheli Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years.”***

For viewing / downloading the schedule of e-bidding and the detailed NIT alongwith pre-qualification requirements and tender document, prospective bidders may visit MSTC web site link: <https://www.mstcecommerce.com/eprochome/nmdc/> and register on-line as 'New Vendor'. For further help, the 'Vendor Guide' given therein may be referred. Link to MSTC e-tender platform is also available through NMDC website www.nmdc.co.in. The tender documents can also be accessed from NMDC website: www.nmdc.co.in and CPP Portal <http://eprocure.gov.in>

Any corrigendum to the tender will be uploaded only in above mentioned websites. Prospective bidders should visit these websites from time to time to take note of corrigendum, if any.

For further clarification, CGM(Contracts), NMDC Ltd., Hyderabad can be contacted on fax:**040 23534746**, Tel: **040- 2353 2800**, email: contracts@nmdc.co.in

Chief General Manager (Contracts)



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DETAILS OF TENDER ENQUIRY

Tender Enquiry No: HO (Contracts)/ 425kWp Solar/Bachel/2020/229

Dated 09/12/2020

Name of Work: *“Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years.”*

Estimated Cost	EMD Value in Rs.	Cost of e-bidding (Bidding Fee) in Rs.	Date of starting of e-tender for submission on-line	Last Date of closing of e-tender for submission of bid.	Date and Time of opening of Techno-commercial bid.
Rs.3.56 Crores	Rs. 3,56,000/- (Rupees Three Lakh Fifty-Six Thousand only)	Rs. 8,850 /- (including GST)	30/12/2020 10.30 AM	11/01/2021 03.00 PM	11/01/2021 03.30 PM



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SCHEDULE OF TENDER (SOT)

E-tender under three-bid system Part I – EMD and Tender Fee (cost of bidding/bidding fee); Part II – Techno Commercial Bid including pre-qualification details, dummy price set, Letter of Undertaking (LOU- in Company’s letter head of the bidder) and Integrity Pact (IP) and Part III - Price Bid, are invited from experienced, eligible and qualified bidders who fulfill the Pre-Qualifying criteria for the work of “*Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bacheli Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years*”. The prospective bidder should be a company / firm /establishment meeting the prescribed qualification criteria on its own. Bids from Individuals /Consortium/Associate are not applicable.

[Note: With a view to the current situation due to Covid-19 scenario in the country, it has been decided for the subject tender to allow the bidders as an option to submit the Originals (hard copies) of Part-I bid documents (EMD and Tender Fee) before opening of price-bids, in case they are unable to submit the originals to the tender receiving authority of NMDC Ltd. before the stipulated bid submission closing date & time, provided scanned copies of Part-I bid documents of such bidders are found submitted in MSTC’s e-tender platform at the time of Part-I bid opening. However, price bids of only those qualified bidders will be opened whose originals of Part-I documents (EMD and Tender Fee) are available with NMDC prior to opening of price-bids. However, if the scanned copies of DD/BG submitted towards Part-I (i.e. EMD and Tender Fee) do not match with the original hard copies of the same received prior to price-bid opening, such an offer will be summarily rejected. These provisions of SOT will be applicable in respect of the corresponding provisions at various relevant places of this tender document.]

1. TENDER NO.	HO (Contracts)/ 425 kWp Solar/Bacheli/2020/229	
2. MSTC Ref NO.	NMDC/HO/70/20-21/ET/673	
3. Name of Work	“ <i>Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bacheli Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years</i> ”.	
4. MODE OF TENDER	Open Tender e-Procurement System 1) https://www.mstcecommerce.com/eprochome/nmdc/ 2) www.nmdc.co.in under e –procurement section	
5. Contact Persons at NMDC:		
S. Chakraborty, Chief General Manager (Contracts) Email: schakraborty@nmdc.co.in Landline No: +91 40 2353 2800	I. Soma Sekhara Rao, GM(Elec) Contracts Email: somasekhari@nmdc.co.in Mobile No.: +91 94907 59634	B.K. Tewari, AGM (E)Contracts Email: bimalteewari@nmdc.co.in Mobile No.: +91 94907 59637
6. Date of availability of NIT for parties to download	09. 12.2020 from 11:30 Hrs	
7. Last date set for receiving Pre-bid queries seeking clarifications	18.12.2020, 18:00 Hrs. at NMDC, HO, Hyderabad	
8. Tender Fee	<ul style="list-style-type: none">• Bidders shall submit non-refundable tender fee of Rs. 8,850/- (including GST) in the form of demand draft in favor of NMDC Limited payable at Hyderabad. Scanned copy of DD shall be uploaded while submitting bid online in tender fee module.	



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Further, bidders are insisted to pay the tender fee through on-line mode in-line with pertinent provision(s) described below, in case bidder is unable to send original DD to NMDC before due date for opening of tenders:

- The bidder may also submit the stipulated Tender Fee by using any UPI App (Scan & Pay) at UPI ID: nmdcheadoffice@sbi. Merchant name: NMDC Limited. The QR Code to be scanned for payment is as per Annexure-A to Instructions to Tenderers (ITT) of the tender document.
- The bidder may also submit the stipulated Tender Fee through Online / NEFT mode as per following details: Beneficiary Name: NMDC Limited, A/C No.: 52057027191, Bank: State Bank of India, Branch Name: NMDC Branch, Masab Tank, Hyderabad, IFS Code: SBIN0020728.
- The bidder has to upload the scanned copy of DD/ Payment Confirmation Receipt for “Tender Fee” during submission of bid on line.
- The bidder has to send the **original Demand Draft towards “Tender Fee” drawn in favour of NMDC Limited / Payment Confirmation Receipt**, along with EMD in a sealed cover indicating “Tender Fee”, tender no. and date on top of cover along with other pertinent documents of Part-I of offer, directly to Chief General Manager (Contracts), NMDC Limited, 4th Floor, Castle Hills, Masab Tank, Hyderabad – 500028 so as to reach before bid closing date and time.
- However, in case the above referred original DD / Payment Confirmation Receipt towards tender fee does not reach NMDC within the stipulated closing date for tender submission and time, the online tender submitted shall not be rejected and shall be opened & evaluated based on online documents.
- However, price bids of only those qualified bidders will be considered & opened whose originals / hard copies of Part-I are available with NMDC before opening of price bids.
- Online bids will be opened at NMDC, Hyderabad on the date & time of opening of bid.
- **However, if the scanned copies of DD/BG submitted towards Part-I (i.e. EMD and Tender Fee) do not match with the original hard copies of the same received prior to price-bid opening, such an offer will be summarily rejected.**
- PSU Bidders seeking exemption towards Tender Fee (bidding fee / Cost of Bidding) as per provisions of tender document, shall submit copy of their relevant registration certificate, along with other pertinent documents of Part-I of offer well in advance so as to reach CGM (Contracts), NMDC Limited, 4th Floor, Castle Hills, Masab Tank, Hyderabad – 500028 before the bid closing date and time as per NIT.



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	<p>Scanned copy of above cited relevant documents in lieu of Tender Fee shall be uploaded while submitting bid online in tender fee module.</p> <p><u>NMDC's decision with regard to acceptability of claim of a party for the specified exemption(s) shall be final and binding. Bidders to refer relevant clauses of NIT for details and necessary action.</u></p>
9. Earnest Money Deposit	<ul style="list-style-type: none">• The intending bidders should submit earnest money of Rs. 3,56,000/- (Rupees Three Lakh Fifty-Six Thousand only) in the form of Bank Guarantee / Demand Draft in favour of NMDC Limited Payable at Hyderabad as per NIT stipulations. Without EMD, the tender will be rejected.• The bidder has to furnish the BG / DD Number, Date of Issue, Expiry Date, Amount and Name of Issuing Bank, while submitting the tender on line. Also, the bidder has to upload the scanned copy of BG / DD for "EMD" during submission of bid on line.• The bidder may also submit the stipulated EMD by using any UPI App (Scan & Pay) at UPI ID: nmdcheadoffice@sbi. Merchant name: NMDC Limited. The QR Code to be scanned for payment is as per Annexure-A of Instructions to Tenderers (ITT) of tender document.• The bidder may also submit the stipulated EMD through Online / NEFT mode as per following details: Beneficiary Name: NMDC Limited, A/C No.: 52057027191, Bank: State Bank of India, Branch Name: NMDC Branch, Masab Tank, Hyderabad, IFS Code: SBIN0020728.• The bidder has to upload the scanned copy of BG / DD/ Payment Confirmation Receipt for "EMD" during submission of bid on line.• The bidder has to send the original Bank Guarantee / Demand Draft / Payment Confirmation Receipt against "EMD" drawn in favour of NMDC Limited, in a sealed cover indicating 'EMD', tender no. and date on top of cover along with other pertinent documents of Part-I of offer, directly to GM (Contracts), NMDC Limited, 4th Floor, Castle Hills, Masab Tank, Hyderabad – 500028 so as to reach before bid closing date and time.• However, in case the above referred original BG / DD / Payment Confirmation Receipt towards EMD does not reach NMDC within the stipulated closing date for tender submission and time, the online tender submitted shall not be rejected and shall be opened & evaluated based on online documents.• However, price bids of only those qualified bidders will be considered & opened whose originals / hard copies of Part-I are available with NMDC before opening of price bids.• Online bids will be opened at NMDC, Hyderabad on the date & time of opening of bid.



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	<ul style="list-style-type: none">• <u>However, if the scanned copies of DD/BG submitted towards Part-I (i.e. EMD and Tender Fee) do not match with the original hard copies of the same received prior to price-bid opening, such an offer will be summarily rejected.</u>
10. Integrity Pact	Applicable. [Please refer relevant provisions of tender document]
11. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and Price Bid	30.12.2020 10:30 AM At https://www.mstcecommerce.com/eprochome/nmdc/
12. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	11. 01.2021 03.00 PM
13. Date & time of opening of Part-I & II) [i.e. Part-I-(Tender fee and EMD) and Part-II-(Techno-Commercial Bid)]	11.01.2021 3:30 PM Part-I - The bidder has to upload scanned copies and also submit hard copies of the following documents, as per the manner and in the form specified in tender document: 1.0. EMD 2.0. Tender Fee* / 2.1 Relevant registration certificate by PSU bidders, in lieu of Tender Fee (If applicable)* Part-II -The bidder has to upload the scanned copies of all the documents of Part-II, as per the manner and in the form specified in tender document (including Letter of Undertaking and Integrity Pact also). <i>[Note: Besides the above as indicated in tender document, bidders may be required to submit certain specified documents relating to Part-II in hard copies also. Such specified documents may be submitted either along with Part-I envelope documents or else upon intimation from NMDC at a later stage within the time frame given by NMDC. Relevant instructions given in the tender document may be referred in this regard.]</i>
Part-III Price Bid: Date of opening of Part III i.e. price bid shall be informed separately	Part-III- Price-bid is to be submitted only through on-line mode in MSTC's e-tender platform as per the prescribed format and manner specified in tender document. Price bid opening to be communicated separately to qualified bidders.
14. Validity of offer	180 days from the date of opening the tenders.



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Important Instructions for E-procurement

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

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

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

1.Process of E- tender:

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

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

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

1). Contractors are required to register themselves online with <http://www.mstcecommerce.com/eprochome/nmdc/>→Register as Vendor (Contractors) Filling up details and creating own user id and password→ Submit.

2). Contractors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

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

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

B) System Requirement:

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

- (1) A computer connected to internet through an ISP.
- (2) The computer should have adequate RAM depending on version of Windows.
- (3) The computer (Desktop / Laptop) should have Windows 7 or above.
- (4) The website is best viewed in Internet Explorer version 7 or above.
- (5) The protected mode of the computer should be turned off for higher version of Windows where available.
- (6) Latest Drivers for your Digital Signature Certificate should be installed properly in the computer.
- (7) The computer should have latest Java Runtime Environment version (Windows X86 Offline file) installed in it.



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

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

2.) Submission of Bids:

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

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

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

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



Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years.

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

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



Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years.

Please note below MSTC contact details with escalation matrix:

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

General Notes:

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



Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years.

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



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NOTICE INVITING TENDER



Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years.

NMDC LIMITED

(A Government of India Enterprise)

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

Tender Enquiry No: HO (Contracts)/ 425kWp Solar/Bachel/2020/229 Dated 09/12/2020

NOTICE INVITING TENDER

- 1.0** NMDC Limited (hereinafter also referred as NMDC/ Owner/Employer) is a public-sector company under the Ministry of Steel, Government of India, primarily engaged in the business of exploring minerals and developing mines to produce raw materials for the industry, it is also expanding its activities towards steel making and other value added products.
- 2.0** NMDC invites bids **in e-tender mode on MSTC website (NMDC’s e-tender service provider): <http://mstcecommerce.com>** from domestic bidders in three bid system i.e. comprising of **(a). Part-I** consisting of ‘**EMD and Tender Fee** (i.e. cost of bidding / bidding fee); **(b). Part-II** containing **pre-qualification data, techno-commercial bid, dummy price schedule, Letter of Undertaking** (in Company’s letter head of the bidder) **and Integrity Pact (IP) & (c). Part-III- Price Bid**, for the work of “*Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years*”.
- 3.0** Eligible Bidders: The Invitation for Bids is open to all eligible Indian bidders meeting the pre-qualification criteria as defined in clause no. **8.0** of NIT. **The prospective bidder should be a company / firm / establishment meeting the prescribed qualification criteria on its own. Bids from Individuals / Consortium/ Associate are not applicable.**
- (a). All bidders shall provide in Part-II of their offer, a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for NMDC for the Contract. A firm that has been engaged by the owner to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.
- (b). Government-owned enterprises may only participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the Owner.
- (c). Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the owner.

- 4.0** The complete set of Tender documents can be viewed and / or downloaded from the following website links from **09/12/2020 to 11/01/2021**:

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

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

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



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

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

5.0 Pre-Bid Clarifications

- a) Last date for receiving Pre-bid queries by NMDC Limited, Hyderabad will be as indicated in SOT (i.e. latest by 18.00 hrs. of **18/12/2020**), through which the intending bidders may obtain necessary clarifications to their queries, if any, from NMDC. All such queries seeking clarification on the bid documents, shall be submitted through e-mail to contracts@nmdc.co.in [alongwith copy through e-mail to the contact persons of NMDC indicated in the Schedule of Tender (SOT) i.e. schakraborty@nmdc.co.in; somasekhari@nmdc.co.in;



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bimaltevari@nmdc.co.in], preferably one week prior to the last date set for receiving pre-bid queries alongwith details (including e-mail ID, cell phone no., name & designation) of their contact person(s), addressing to Chief General Manager (Contracts), NMDC Ltd. The intending bidders shall forward the editable soft copy of the queries in MS-WORD or EXCEL format to NMDC LTD at contracts@nmdc.co.in. The intending bidders shall also parallelly forward the **hard copies** of the same queries in **three sets by clearly super scribing on the envelope as 'Pre-bid queries'** so as to reach Chief General Manager (Contracts), IVth Floor, NMDC LTD,10-3-311/A, Khanij Bhavan Masab Tank, Hyderabad well within the last date set for receipt of pre-bid queries.

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

6.0 COMPLETION TIME

Time is an important factor of the contract. **The period of completion shall be 12 (Twelve) months (upto commissioning) from the date of issue of Letter of Award of Contract (LAC).** The completion period is inclusive of monsoon period.

The **performance guarantee test period of 1 year which also includes comprehensive Operation & Maintenance(O&M) required for performance demonstration will follow the commissioning of the plant** as indicated in **Vol-II (Technical Specifications & Scope of Work)** of the tender document.

The **comprehensive Operation and Maintenance (O&M) Contract for a total period of 10 years** will commence from the date of completion of performance guarantee period (*i.e. upon performance demonstration, final acceptance and successively handing over the project for O&M of the same as indicated in Vol-II of tender document*).



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7.0 EARNEST MONEY DEPOSIT

- (a) The tenderer is required to submit Earnest Money of **Rs. 3,56,000/- (Rupees Three Lakh Fifty-Six Thousand only)** along with the Tender in one of the following alternative forms:

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

OR

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

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

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

Kind Attn.: CGM(Contracts)

NMDC Ltd,

Contracts Department, 4th Floor, Khanij Bhavan

10-3-311/A, CASTLE HILLS,

MASAB TANK,

HYDERABAD – 500 028.

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

7.1 Exemption for EMD and Tender Fee -regarding

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



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

8.0 PRE-QUALIFICATION CRITERIA:

8.1 Financial:

- 8.1.1 The average annual financial turnover during the last 3 years, **ending 31st March of the financial year 2019-20** should be at least **Rs. 1.07 Crores** (Rupees One Crore Seven Lakhs only), supported by Audited Financial Statements including P&L account and Balance Sheet.
- 8.1.2 The bidder should be solvent for a value not less than **Rs. 89 Lakhs** (Rupees Eighty-Nine Lakhs only) and shall submit an original Solvency Certificate from any Nationalized Indian bank / Scheduled commercial bank including a foreign bank having a branch in India (*including correspondent bank / representative office in India*) dated not earlier than 3 months from the due date of submission of the tender.

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

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

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

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

8.2 Technical / Experience:

- a. The bidder should have designed, supplied, installed and commissioned grid connected Roof Top Solar Power Plants having cumulative capacity of not less than 340kWp in which no unit shall be less than 30kWp capacity, in the past seven years ending last day of the month previous to the one in which tenders are invited.
- b. At least one grid connected Roof Top Solar Power Plant of 30kWp capacity or more commissioned by bidder shall have performed satisfactorily for one year after the warranty period is over, in the past seven years ending last day of the month previous to the one in which tenders are invited.



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- c. Bidder should have carried out Operation & Maintenance of minimum 30kWp capacity grid connected roof top solar power plant or more for at least one year after the warranty period is over, in the past seven years ending last day of the month previous to the one in which tenders are invited.

Notes:

- a) The above should be supported by relevant documentary evidence. Notarized copies of certificates issued by the organization shall form the basis for considering experience of work executed. Certificate from private organization shall be supported by TDS certificate.
- b) In support of technical / experience credentials, bidder shall submit the list of projects commissioned along with their LOI/Work Orders, Commissioning certificate and certification of performance including operation and maintenance, as stipulated.
- c) The offers of the tenderers not meeting the pre-qualifying requirements and not producing supportive documents are likely to be rejected and no correspondence whatsoever shall be entertained.
- d) NMDC reserves its right to verify the documents/information submitted or inspect the installation done. The tenderer shall provide necessary facilities for this purpose.
- e) For Solvency information, the prescribed format is at **Annexure-12** of ITT.
- f) During evaluation of eligibility criteria, NMDC at its discretion, may ask the bidders for clarification only related to shortfall information of the pre-existed documents / referred works in the offer received at the time of tender opening.
- g) No new credentials of works not pre-existed / referred works in the offer, submitted at the time of tender opening, will be considered for evaluation of eligibility criteria.
- h) NMDC, may its discretion, verify the documents/inspect the works done by the bidder.

9.0 Opening of Tenders: (to be read in conjunction with section SOT of tender document)

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

However, for this tender, only for such bidders who comply with the requirements of submitting documents in **Part- I** of the bid (i.e. **either the originals/hard copies of EMD and Tender Fee to the tender receiving authority in sealed cover of Part-I or scanned copies of the same in the on-line Part-I bid**) before the Closing date & Time of bid submission, their bids will be considered responsive for bid opening at that stage. NMDC's decision in this regard will be final.

- (B) However, PSU tenderers seeking exemption from Tender Fee as per provisions indicated vide Cl. 7.1 (under Cl. 7.0 –EMD) of NIT shall submit the copy of relevant registration certificate, in Part-I of tender. **They will also submit EMD in Part-I as per relevant provisions of tender document.**
- (C) **Part-II of all tenders, which are otherwise found responsive, except for any discrepancies such as typographical errors / omissions / deletions/ page(s) not signed etc. in Part-I of documents, will be opened after opening of Part-I. However, in case of any discrepancies as**



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mentioned above in Part-I documents, the bidder shall submit the revised / corrected documents on intimation by NMDC Limited, failing which their tenders are liable for rejection.

- (D) Part-II of the tenders will be considered for evaluation based on the online bid documents.
- (E) Part III (i.e. Price bid) of only those bidder(s) will be opened electronically whose Part II (i.e. Techno-Commercial Bid) is found to be acceptable to NMDC Ltd and whose originals / hard copies of Part-I bid documents are available with NMDC before opening of price-bids. Such bidder(s) will be intimated the date of opening of Part III Price Bids at a later stage.

Note:

As detailed in the section Schedule of Tender (SOT) of tender document, with a view to the current situation due to Covid-19 scenario in the country, it has been decided for the subject tender to allow the bidders as an option to submit the Originals (hard copies) of Part-I bid documents (EMD and Tender Fee) before opening of price-bids, in case they are unable to submit the originals to the tender receiving authority of NMDC Ltd. before the stipulated bid submission closing date & time, provided scanned copies of Part-I bid documents of such bidders are found submitted in MSTC's e-tender platform at the time of Part-I bid opening. However, price bids of only those qualified bidders will be opened whose originals of Part-I documents (EMD and Tender Fee) are available with NMDC prior to opening of price-bids. However, if the scanned copies of DD/BG submitted towards Part-I (i.e. EMD and Tender Fee) do not match with the original hard copies of the same received prior to price-bid opening, such an offer will be summarily rejected.

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

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



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**Executive Director, Bailadila Iron Ore Mine (BIOM), Bachel Complex,
P.O. Bachel, Dist. Dakshin Bastar Dantewada (Chhattisgarh), Pin: 494 553
Phone no: 07857 – 230323/230260, Fax: 07857-230423 / 230170,
E-mail:akprajapati@nmdc.co.in.**

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

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

For and on behalf of NMDC Ltd

Chief General Manager (Contracts)



Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years.

INSTRUCTIONS TO TENDERERS (ITT)



Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years.

INSTRUCTIONS TO TENDERERS (ITT)

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

Annexure	1	Letter of undertaking.
Annexure	2	Bank Guarantee towards EMD
Annexure	3	Information about the tenderer
Annexure	4	Details of work done as per PQ requirements
Annexure	5	Details of other similar works done (i.e. other than PQ)
Annexure	6	Details of work in hand
Annexure	7	Deviations to tender clauses, if any
Annexure	8	Proposed Organisational set up
Annexure	9	Proforma of bank guarantee for contract performance
Annexure	10	Form of extension of BG
Annexure	11	Letter of Undertaking towards PF Code
Annexure	12	Proforma for Solvency Information (Ref. PQC)
Annexure	13	Format for Dummy Price Schedule* (* attached as separate file)
Annexure	14	Proforma for Integrity Pact (IP)
Annexure	15	Form of Agreement
Annexure	A	QR Code (for UPI App-Scan &Pay)
Annexure	B	[along with Attachment-1]-Restrictions under Rule 144 (XI) of GFRS,2017-reg.



Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years.

INSTRUCTIONS TO TENDERERS:

1.0 GENERAL INSTRUCTIONS

- 1.1 The NMDC Ltd., Hyderabad, hereinafter also called "OWNER" will receive tender as set forth in the accompanying Specifications. All Tenders shall be prepared and submitted in accordance with these instructions.
- 1.2 Tenders submitted after the time and date fixed for receipt of tenders as set out in the Notice Inviting Tender (NIT) will not be accepted.
- 1.3 The 'Works' referred herein shall cover the entire scope of work of the contractor from experienced & qualified and eligible contractors/firms which includes *'Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years'*, as defined in **Volume-II (Technical Specifications and Scope of Work) of tender documents.**
- 1.4 The Tenderer shall not be entitled to claim any costs, charges, expenses of the tender incidental to or incurred by him through or in connection with his submission of tender, even if the Owner elects to withdraw the Notice Inviting Tender (NIT).

2.0 SCOPE OF WORK:

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

The general scope of work includes all design, engineering, manufacture, procurement & supply of equipment and materials, testing at manufacturers' works, inspection, packing and forwarding, supply, receipt and unloading at site, associated civil works, handling, storage, safety & security till handing over of installation, services, permits, licenses, installation and incidentals, insurance at all stages, erection, testing and commissioning of the Roof Top Solar Power Plants (RTSPP) totaling to 425 kWp (approx.) capacity on Turnkey basis at BIOM, Bachel Complex followed by comprehensive O&M during the performance demonstration period of 1 year. Further, the Comprehensive O&M contract for 10 years will commence from the date of completion of performance demonstration/final acceptance by NMDC.

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

- a) Detailed design of the equipment / system.
- b) Providing engineering drawings, data, operation manual, etc., for the Owner's / engineer's approval.
- c) Complete manufacture including inspection and shop testing & procurement.



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- d) Packing and transportation from manufacturer's works to site
- e) Receipt, unloading, storage, insurance, safe custody, preservation, conservation, of all equipment at site.
- f) Civil works related to the scope of work, fabrication and erection of structural works.
- g) Erection, Testing and commissioning.
- h) Performance run (including O&M) during the performance guarantee test period of 1 year on completion of Commissioning.
- i) Comprehensive Operation and Maintenance of the system for **10 years** from the date of date of completion of performance demonstration/final acceptance by NMDC.

j) In brief, the following equipment/ systems/facilities are involved in the scope of contractor for the Roof Top Solar Power Project (RTSPP):

- Solar PV modules of suitable rating, including mounting frames, structures, fasteners, array foundation and module interconnection.
- Array Junction boxes, distribution boxes and Fuse boxes. MCBs, Surge Arrestors with string monitoring capabilities.
- Power Conditioning Units (PCU)
- Liaisoning and Obtaining necessary approvals from concerned authorities for setting up of RTSPP, like CEIG, DISCOM, PCB etc., including NOC/ Approval from CSPDCL Raipur/ Jagdalpur as required for installation and operation of RTSPP.
- Data logging and Plant monitoring system.
- Earthing and lightning protection system for the plants.
- Required power, control and signal cables etc.,
- Operation and Maintenance (O&M) of all the plants for a period of ten years, wherein the roof top solar power plants shall generate at least equivalent to the Guaranteed Performance provided.
- Metering and protection system.
- LT Power and Control Cables including end terminations and other required accessories for both AC & DC power
- Lightning arrestors for entire project area as per applicable standards.
- PVC pipes, cable trays and accessories/trenches.
- Earthing of the entire project as per relevant standards.
- Testing, maintenance and monitoring of equipment.
- Mandatory spares & consumables for 5 years.
- Supply of ferrules, lugs, glands, terminal blocks, galvanized sheet steel junction boxes with powder coating paint for internal fixtures, cable fixing clamps, nuts and bolts etc. of appropriate sizes as required in the project.
- Power Cables laying underground / over ground with proper cable tray arrangements
- Entire GI cable tray with proper support and accessories inside equipment room and control room building and other locations as required.
- O&M Instructions manuals and its drawings.

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



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3.0 TIME SCHEDULE:

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

4.0 EARNEST MONEY DEPOSIT (EMD)

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

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

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



Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years.

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

5.0 Manner of preparation of the tender:

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

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



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

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

5.1 Earnest Money Deposit (EMD) and Tender Fee:

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

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

OR

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

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

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

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

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

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



Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years.

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

5.2 Part II –Techno Commercial Bid:

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

5.2.1 Checklist for submission of Bid –

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

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

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

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

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



Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years.

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

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

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

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

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

5.2.6 Details of turnover during the last three financial years along with Audited profit and loss account and Balance Sheet for the last three financial years ending **31st March of FY 2019-20** *(i.e. 2017-18 ,2018-19 and 2019-20).*

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

The tenderer or his authorized contractor should possess valid electrical license for working on voltages of 415 V or above, issued by Govt. of Chhattisgarh / Central Electrical Inspectorate / any Indian State Electrical Inspectorate. Date of tender opening shall be the cut-off date for holding of a valid electrical license by a bidder.

(a). Further, all tenderers shall give a duly signed & stamped undertaking on non-judicial stamp paper of value not less than Rs. 100/- giving reference of the name of work and tender enquiry number, that, “In case of award of work, tenderer’s / his authorised contractor’s electrical license for working on voltages of 415 V or above, issued by Govt. of Chhattisgarh/ duly endorsed for working in the state of Chhattisgarh shall be kept valid for entire contract period (i.e. covering the warranty /guarantee / defect liability period /O&M period also) as per stipulations of tender document.”

(b). In the event of any bidder’s license being under renewal as on the cutoff date, then the bidder has to give an undertaking that “The work will be supervised by any of bidder’s authorized contractor possessing a valid electrical license for working on voltages of 415 V or above during the contract period.” Such bidders will furnish this undertaking also on non-judicial stamp paper alongwith the undertaking as at Sl.(a) above.

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

5.2.24 Self-certificate by the bidder giving percentage of local content(self-certification in compliance of Rule 153 (iii) of GFR 2017).

5.2.25 Self-certification regarding compliance as per Rule 144 (xi) of the General Financial Rules (GFRS), 2017- Attachment -1 to Annexure – ‘B’ of ITT.

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

5.3 Part III -Price Bid

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



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5.4 Note clarifying regarding mandatory provisions of tender:

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

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



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- m) ITT Cl. 5.2.20 -Deviations, if any, to bid clauses as per Annexure – 7 [Even in case of NO deviation from the tender terms, tenderers are required to furnish a clearcut 'NIL' deviation statement as per the prescribed proforma.]
- n) ITT Cl. 5.2.22-Copy of Electrical License alongwith applicable undertaking(s)
- o) ITT Cl. 5.2.24 -Self-certificate by the bidder giving percentage of local content (self-certification in compliance of Rule 153 (iii) of GFR 2017).
- p) ITT Cl. 5.2.25-Self-certification regarding compliance as per Rule 144 (xi) of the General Financial Rules (GFRS), 2017.

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

6.0 SUBMISSION OF TENDER

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

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

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

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

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

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



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

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

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

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

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

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

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

7.0 COMPLIANCE OF COMPANY LAW

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

8.0 LANGUAGE OF THE TENDER

All information in the tender shall be in English only.

9.0 SIGNATURE OF TENDERER

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



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

10.0 INFORMATION REQUIRED WITH THE TENDER

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



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- 10.7 In case the `Tender' information contradicts specification requirements, the specification requirements will govern, unless otherwise brought out clearly by the tenderer in the technical/commercial deviation schedule.
- 10.8 Summary bar-chart showing periods for various activities from the start to completion of the entire work.
- 10.9 Drawings and catalogues as are required to enable the Owner to study the suitability of the plant, machinery and equipment offered.
- 11.0 **UNDERSTANDING AND CLARIFICATION ON DOCUMENTS AND SPECIFICATIONS**
- 11.1 The tenderer is required to carefully examine the specifications and tender documents and fully inform himself as to all the conditions and matters which may in any way affect the works and the cost thereof. If any tenderer finds discrepancies or omissions in the specifications and tender documents or is in doubt as to the true meaning of any part, he shall at once request in writing in triplicate (*apart from forwarding an editable softcopy in MS-Word or Excel format at contracts@nmdc.co.in*) for an interpretation/ clarification from the Owner **so as to reach on or before the date specified for receipt of queries under Cl. 5.0 of NIT (Pre bid Clarifications)**. The Owner, then will issue interpretation and clarifications. After receipt of such interpretations and clarifications, the tenderer may submit his tender but within the time and date as specified in the Invitation to Tender. All such interpretations and clarifications shall form a part of the specifications and documents and accompany the Tenderer's proposal. No extension of time for submission of tenders will be granted on account of tenderer's request for interpretation/ clarification.
- 11.2 Verbal clarifications and information given by the Owner or his employee(s) or his representative(s) shall not in any way be binding on the Owner.
- 11.3 No major modifications to the specifications and the terms and conditions of the tender documents which in any way limit the responsibilities and liabilities of the successful tenderer or any right of the Owners as required in these specifications and tender documents is permitted.
- 11.4 Any amendment / corrigendum/ clarification issued prior to due date of submission of bids would be put up on the MSTC's e-tender site besides NMDC's website www.nmdc.co.in / Central Public Procurement(CPP) portal www.eprocure.gov.in. The tenderers have to check the MSTC e-tender site and /or NMDC website and /or CPP portal periodically. All prospective bidders are presumed to have examined all amendments/corrigendum/clarifications published on the website and have submitted their bids accordingly. In case any queries remain unreplyed, it shall be construed that in respect of those queries, the respective stipulations of the bidding documents shall continue to apply and/or no new stipulations are made with respect to those queries.



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12.0 LOCAL CONDITIONS

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

13.0 PRICE BASIS

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

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

- 13.3 The tenderer shall indicate tender prices in Indian Rupees only.
- 13.4 The tenderers are requested to quote prices for the entire scope of the work for which the tenders are invited. **TENDERERS SHOULD FOLLOW THE PRICE SCHEDULE FORMAT ENCLOSED AS VOLUME-III OF TENDER DOCUMENT.** The price for all items indicated in the contract shall be firm and not subject to any escalation whatsoever during the entire period of the contract.



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- 13.5 The Tenderer shall include in his price the following:
- a) The Tenderer shall submit the price including basic price (consisting of charges towards packing, freight, insurance and also prices towards erection, any structural and civil works, testing, commissioning & any performance guarantee tests, any other taxes, duties, levies etc., as applicable) and GST (Goods and Service Tax) there on as per Price Schedule of Specification.
 - b) The Contract price shall include Basic Price (including all necessary insurance and freight charges, any other duties, taxes and levies) and GST thereon as may be applicable and prevailing on the base date i.e. last date of submission of final price bid as fixed by the NMDC Ltd.
- 13.6 **GST TDS if any required by employer to be made under GST Act or rules made thereunder shall be deducted at such rate as may be specified with effect from such date as notified from the invoice of the contractor. Income Tax deduction as applicable shall be deducted at source.**
- 13.7 Percentage of **Goods and Services Tax (GST)** considered in the offer shall be indicated separately.
- 13.8 **Supplies** (*Under the main contract for turnkey work execution*): The prices shall be all inclusive covering all costs, charges, taxes & duties etc. for complete delivery of the equipment and materials at site including associated commissioning spares, consumables and any special tools & tackles forming part of the system supply as required as per the scope of work.
- 13.9 **Services** (*Under the main contract for turnkey work execution*): The prices shall be all inclusive covering all costs, charges, taxes & duties etc. for installation and commissioning of the complete system as per the scope of work:
- (a). Erection and Commissioning:** The erection prices shall include receipt, unloading, safe storage, handling charges at site, storage cum erection, insurance as per various clauses of the contract, testing, commissioning, supply of all required consumables such as Cable glands, Lugs, ties, termination kits, bolt and nuts, steel, Welding material etc. and any other items and services as may be required for Installation (Erection) and commissioning.
 - (b). Civil works:** The price shall include all necessary civil works including supply, fabrication of steel and structurals required for installation of the project.
 - (c). Liaisoning charges:** All-inclusive price towards liaisoning and obtaining statutory approvals from concerned authorities for setting up of RTSP.
- 13.10 **Comprehensive Operation & Maintenance (COMC):** The prices shall be all inclusive covering all costs, charges, taxes & duties etc. for stipulated Comprehensive O&M as required as per the scope of work. Operation and Maintenance cost includes the manpower and spares cost **inclusive of the consumables for the given scope. Cost of O&M including manpower, spares and consumables during the post commissioning performance guarantee test period (one year / as stipulated in contract) will be covered under the main EPC contract, for the system being under guarantee. No separate charges are payable towards O&M during the performance guarantee test period.**



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13.11 Tenderers may note that prices should be given separately against respective heads for Supplies, Services (for the Main Contract) and COMC as per the prescribed format of price schedule.

14.0 TAXES AND DUTIES

14.1 The contract is a turnkey contract and the Contract Price is inclusive of all taxes and duties like Goods and Services Tax (GST) [either (CGST and SGST) or (IGST)], any other duties, taxes and levies other than GST and also customs duty on goods directly imported by the Contractor, if any, as applicable on the base date. However, the rate of GST considered is to be indicated separately.

14.2 All Goods and Services Tax, Custom duty, any other duties, taxes and levies other than GST if any, payable in respect of the transaction between the contractor and his vendors/sub suppliers while procuring any components, sub-assemblies, raw materials and equipments shall be included in the tender price and no claim on this behalf will be entertained by the owner.

14.3 All taxes, levies and duties, if any, other than GST to be considered as part of basic price. However, GST should be stated separately in the offer.

14.4 The Basic Price quoted in the Price Schedule shall be all inclusive including all freight, taxes & duties, levies & cess, transport of materials and machinery, labour accommodation, sanitation, etc., excluding Goods and Service Tax (GST) so as to execute the contract as per rules, regulations, bye-laws and orders, etc., of local bodies, State Government and the Government of India, in force during the execution of the Contract. GST Amount shall be quoted separately by the bidder as per the Price Format. GST TDS, if any and Income Tax shall be borne by the CONTRACTOR.

14.5 Contract Price is inclusive of basic price and applicable GST thereon. Goods and Service Tax shall be payable extra at actuals against documentary evidence (Tax Invoice).

14.6 No variation in taxes and duties and other statutory levies except GST is admissible.

14.7 Any new taxes or additional levies by the Government and statutory variations during the tenure of the contract will be to Owner's account and reimbursable by / refundable to, 'The OWNER', subject to production of relevant documentary evidence.

14.8 Any reduction in tax rates or withdrawal of taxes that are levied by the Government during the tenure of the contract shall be passed on to the Owner's account.

However, for any new taxes levied by the Government and statutory variation during the extended time of the contract, if any, due to the reasons attributable to the Owner, the variation of tax rates will be to the Owner's account

However, the amount of taxes and duties are limited to the contract value and the variations in the rates are not payable, if the contract is completed in the extended time for the reasons not attributable to Owner and shall not be reimbursed to contractor.



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- 14.9 Applicable taxes will be deducted at source as per statutory requirements **including GST TDS, if any and Income Tax**. A certificate of TDS will be provided to the **Contractor** for the deducted amount.
- 14.10 The Contractor shall bear and pay all liabilities in respect of (a) non-observance of all legal formalities as per various statutory provisions and (b) statutory variations in all taxes and duties and imposition of new taxes and duties that may be imposed after the Contractual delivery/execution dates, as originally stipulated, in case the delivery dates are extended due to reasons attributable to the Contractor.
- 14.11 The owner shall not be liable to pay any taxes and duties on the erection of Equipment. The Contractor shall be fully responsible to pay such taxes and duties to the concerned authorities directly.

14.12 Additional Clauses under GST:

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



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- 14.12.9** At the time of evaluation of offers of unregistered Tenderer, OWNER will, in addition to the price quoted in the bids, consider the taxes under GST that the OWNER shall pay under reverse charge mechanism in respect of goods or services or both indicated in the Commercial Bid, if the same are notified under RCM. For this purpose, the OWNER at their discretion may rely on the tax rates quoted by other bidder registered under GST. However, OWNER will consider the Input Tax Credit (ITC), if eligible, in respect of goods or services or both while evaluating the bids.
- 14.12.10 In case of overseas supplier, Basic Customs duty (BCD), Integrated Goods and Service tax (IGST), Compensation Cess as applicable shall be considered for evaluation. All other charges borne by OWNER in case of FOB quotations shall also be considered for evaluation purpose.
- 14.12.11 GST TDS shall be deducted at 2% or any other rate as may be amended from time to time on the goods or services procured by the bidder at the time of making payment. This will be deducted by the owner and the same will be deposited to the Government as per the timelines prescribed. GST TDS certificate can be downloaded by the tenderer for claiming credit of the same.**
- 14.12.12 In case any credit, refund or other benefit is denied or delayed to Owner due to any non-compliance by the supplier (Such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the supplier, the supplier would reimburse the loss to Owner, including loss of credit, interest and penalty.

15.0 POLICY FOR TENDERS UNDER CONSIDERATION

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

16.0 EFFECT AND VALIDITY OF TENDER

- 16.1 The submission of any tender in accordance with the tender documents and specifications shall constitute an agreement that the tenderer shall have no cause of action or claim, against the Owner for rejection of his tender. The Owner shall always be at liberty to reject or accept any tender or tenders at his sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the OWNER.



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- 16.2 The tender shall be kept valid initially for a period of six (6) calendar months from the last date set for submission of tenders.
- 16.3 In exceptional circumstances, prior to expiry of the original time limit, the owner may request that the bidders may extend the period of validity for a specified additional period. The request will be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his offer and bid security suitably as per relevant provisions.

17.0 AWARD OF CONTRACT

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

18.0 SPARE PARTS, SPECIAL MAINTENANCE TOOLS AND INITIAL SPARES

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

19.0 CONTRACT PERFORMANCE BANK GUARANTEE (CPG):

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

19.1.1 1st CPG - for Main Contract:

Within **thirty (30) days** of the date of Letter of Award of Contract, the Contractor (i.e. the successful tenderer to whom the contract is awarded), shall furnish a Contract Performance Bank Guarantee (*Security Deposit*) from a Nationalized Indian Bank / Scheduled Commercial Bank including a Foreign Bank having a branch in India in favour of the Owner. The contract performance guarantee amount shall be equal to **ten percent (10%)**



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of the total contract price for the turnkey work execution (i.e. @10% of total contract price excluding the 10 year COMC price) and it shall be for due and faithful performance of the contract in accordance with the terms and conditions specified in the tender documents. The guarantee shall be valid till the expiry of the guarantee period / defect liability period (of 12 months after successful commissioning of the plant) as specified in clause no 33 (Guarantee) of GCC plus three months.

[i.e. minimum initial validity of the 1st CPG for main contract = Project completion time upto commissioning (= 12 months) + guarantee period (12 months) + 03 months = 27 months]

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

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

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

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

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

19.1.2 Extended CPG for the main contract (i.e. extension of the 1st CPG indicated above):

The total plant works supplied, installed and commissioned on Turnkey EPC basis shall be under warranty for a minimum period of 5 years as per relevant stipulations on warranty / guarantee [Ref. Specific Provisions on Warranty / Guarantee-Annexure-4- Vol-



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II (Technical Specifications & Scope of Work) of Tender document]. Accordingly, the CPG for the main contract (as at Cl. 19.1.1) above will be extended for a further period of 48 months (thereby total validity of CPG for main contract will span for 75 months as required) and the extension of the BG shall be submitted to the Executing Authority of NMDC Ltd., 3 months prior to the expiry of the 1st CPG as per Cl. 19.1.1. above.

In case the extension to the contract performance guarantee for the main contract as per Cl. 19.1.2 above is not furnished to the Owner, at least 30 days prior to the expiry of validity of 1st CPG for the main contract as per Cl. 19.1.1 above, Owner shall be entitled to encash the 1st CPG of the main contract without any notice whatsoever.

Note: In case the contractor has submitted the CPG for the main contract (i.e. as at Cl. 19.1.1 above) for 5% contract amount as per the option available there-in and this CPG needs to be extended for another 48 months as per Cl. 19.1.2 above, then the validity of the BG against release of retention money of 5% (deducted in the running bills) also needs to be extended by another 48 months parallelly and the extension of the BG shall be submitted to the Owner, 3 months prior to the expiry of the same. In case the extension to the BG against retention money is not furnished to the Owner, at least 30 days prior to the expiry of its validity, Owner shall be entitled to encash the same without any notice whatsoever.

19.1.3 Extended performance guarantee for Solar PV Modules (i.e. 2nd CPG -for main contract):

- (a) The solar PV modules shall be under warranty for a minimum period of 25 years to give specified performance as per relevant stipulations on warranty / guarantee of Solar PV modules [*Ref. Specific Provisions on Warranty / Guarantee-Annexure-4- Vol-II (Technical Specifications & Scope of Work) of Tender document*]. Accordingly, the Contractor shall furnish an additional extended performance bank guarantee equivalent to **Ten Percent (10%) of total cost of supply of PV modules, 3 months prior to the expiry of extended CPG for main contract as per Cl. 19.1.2 above and this BG shall be initially valid for 5 years plus 3 months. This performance guarantee shall be renewable every 5 years till the end of extended performance period of 25 years of Solar PV modules is reached, counted from the date of commissioning of the system.**

The BG shall be from a Nationalized Indian Bank / Scheduled Commercial Bank including a Foreign Bank having a branch in India in favour of the Owner in line with the prescribed format and shall be submitted to the Executing Authority of NMDC Limited.

- (b) In case the 1st BG towards the extended guarantee for Solar PV modules is not furnished to the Owner, at least 30 days prior to the expiry of validity of extended CPG for the main contract as per Cl. 19.1.2 above, Owner shall be entitled to encash the extended CPG of the main contract as per Cl. 19.1.2 above without any notice whatsoever.
- (c) Further, in case the BG for the succeeding time span (*i.e. for ensuing time span of 5 years or as applicable as per requirement of contract*) towards extended guarantee for Solar PV Modules is not furnished to the Owner, at least 30 days prior to the expiry of validity of the preceding performance BG for the purpose, Owner shall be entitled to encash the preceding performance BG without any notice whatsoever.



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19.2 CPG for Comprehensive Operation and Maintenance Contract (COMC) for 10 years after the guarantee period (i.e. the 3rd CPG):

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

The COMC performance BG shall be initially valid for **1 year with a claim period of 3 months.** The performance guarantee shall be, **either** renewable every year for a further period of 1 year (if yearly value of O&M is same) **or** BG of value commensurate with O&M value of corresponding year to be submitted (if the yearly O&M value is different), till the completion of total COMC period of **10 years.**

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

19.2.3 During O&M period after 1st Year, in case the contract performance guarantee for the succeeding year of O&M is not furnished to the Owner, at least 30 days prior to the expiry of validity of CPG for the preceding year, Owner shall be entitled to encash the CPG of the preceding year O&M (i.e. the available 3rd CPG) without any notice whatsoever.

19.3 General provisions on CPG:

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

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

19.3.3 Refund of Contract Performance Guarantee / Security Deposit:

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



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20.0 QUALITY ASSURANCE PLAN

- 20.1 The tenderer shall include in his proposal the Quality Assurance Programme (QAP) containing the overall quality management and procedures which he proposes to follow in the performance of the Works during various phases.
- 20.2 At the time of Award of Contract, the detailed Quality Assurance Programme to be followed for the execution of the Contract will be mutually discussed and agreed to and such agreed QAP shall form a part of the Contract.

21.0 INSURANCE

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

22.0 TERMS & CONDITIONS OF CONTRACT

It must be clearly understood that any contract concluded pursuant to this invitation to tender shall be governed by the General Conditions of Contracts, General Technical Conditions, Special Conditions of Contract and Erection Conditions of Contract and all other terms & conditions, clarifications, addendum, corrigenda, etc., forming the part of the tender documents and enclosed with invitation to Tender.

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

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

23.0 DISCREPANCIES AND ADJUSTMENT OF ERRORS

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



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the Bid will be rejected, and the Bid security may be forfeited in accordance with pertinent provisions of sub-clause 4.2 (under Cl. 4.0 -EMD) of ITT.

24. Issuance of Bank Guarantees

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

25.0 MODIFICATION AND WITHDRAWAL

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



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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 interalia 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.

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 AND BID EVALUATION CRITERIA:

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.



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- 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 Bid Evaluation Criteria (BEC):

Bids will be evaluated based on offer price for the project arrived in line with stipulations of tender document.

The following evaluation methods will be followed:

- (a) The evaluations shall be based on Evaluated Cost fulfilling the Contract in compliance with all Commercial, Contractual and Technical obligations under this Tender document.
- (b) The Plant and Materials offered shall have a minimum (or a maximum, as the case may be) level of functional guarantees specified in the Employer's Requirements to be considered acceptable. Tenders offering Plant and Materials with functional guarantees less or (or more) than the minimum (or maximum) specified shall be rejected.

29.6.1 All the Bids will be evaluated based on the Capital Cost, Operation & Maintenance Cost for 10 Years and as explained below.

- a. Capital Cost.....As per Volume III: Price Schedule- (Schedule-A):**
Capital Cost shall be taken from Bidder's Price Schedule. The Capital Cost shall be Cost of all components including Civil works, all supplies including equipment, Erection, Testing, Commissioning and Performance run etc. as per tender stipulations. All Taxes, Duties **i.e. Goods and Services Tax (GST) [either (CGST and SGST) or (IGST)]** shall be included in the Capital Cost.
- b. Operation & Maintenance Cost for 10 years.....As per Volume III: Price Schedule - (Schedule-B):**
Operation & Maintenance Cost for 10 Years shall be taken from Bidder's Price Schedule. The Operation & Maintenance Cost shall be Cost of all components including Supply of Spares and Consumables, Manpower required, general maintenance of Civil Structures, preventive and breakdown Maintenance of Equipments etc. as per tender stipulations.

In case of O&M, the annual charges quoted by the bidder (including taxes) in the price schedule –B will be discounted at rate specified in clauses below to arrive at the present value. The Cumulative of 10 years present value thus arrived will be



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added to the total price of supply and erection & commissioning of schedule A for tender evaluation purpose.

c. Net Electrical Energy Generation Guarantee (NEEGG) during O&M period of 10 years: -

Bidders should also quote the yearly NEEGG during O&M period in prescribed format as per price **Schedule-B**.

- (i) Please refer Vol-II (Technical Specifications & Scope of Work) for details on stipulations for Net Electrical Energy Generation Guarantee (NEEGG), wherefrom the following relevant points are brought out below for ready reference.
- (ii) The bidder shall be required to quote the Net Electrical Energy Generation Guarantee (NEEGG) for ten (10) years period. The bid with NEEGG of less than the kWh computed considering minimum stipulated requirement of specific energy production as 1630 kWh/kWp/year, for the first year shall be summarily rejected.
- (iii) The NEEGG quoted for each consecutive year should have maximum 1% annual degradation factor in NEEGG. If the bidder anticipates any degradation of the modules during the first year, it shall be taken care of to provide additional capacity of solar PV modules to meet guaranteed generation at the end of first year to void liquidated/ compensation on account of Performance Guaranteed Generation. The NEEGG of consecutive year should not be more than the previous year's NEEGG. Bids not following these conditions shall be summarily rejected.

Further, details for arriving at the Evaluated Bid Value (EBV) are described in the clause (d) below.

d. The Evaluated Bid Value (EBV) shall be calculated using the following parameters:

Parameters Quoted by the Bidder:

- i. Quoted EPC Contract Price,
- ii. Quoted Annual Net Electrical Energy Generation Guarantee (NEEGG) at the metering point of the Plant for each year during the O&M period (of 10 years),
- iii. Quoted O&M Contract Price for each year during the O&M period (of 10 years),

Parameters assumed constant for evaluation of each Bidder:

- iv. Discount Factor of 10% annually.

The Evaluated Bid Value (EBV) shall be calculated using the above mentioned parameters as follows:



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Step 1		:	Quoted EPC Contract Price
Step 2		:	Net Present Value (NPV) of 10 years of O&M Cost quoted by the Bidder
Step 3	ADD	:	EPC Contract Price and NPV of O&M for 10 years
Step 4		:	Summation of quoted NEEGG for 10 years
Step 5	DIVIDE		(Sum of EPC Contract Price and NPV of each year O&M Contract Price for 10 years) by (Summation of quoted NEEGG for 10 years) i.e. (Step3/Step4)

The Evaluated Bid Value (EBV) shall be the Net Present Value (NPV) as calculated above.

Evaluated Bid Value (EBV) =

$$\frac{\text{EPC Cost} + \text{NPV of each year O\&M Contract Price of 10 years}}{\sum \text{NEEGG of 10 years}}$$

The Bidder with the lowest EBV in Rs./ kwh shall be the Successful Bidder.

29.6.2 Any adjustments in Price that result from the above procedures shall be taken into consideration, for purposes of comparative evaluation only, 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 EPC Contract Price as per Schedule -A and O&M Contract Price for 10 years as per Schedule-B only, in line with pertinent stipulations of tender document.**

29.8 Purchase Preference:

The subject work is non-divisible in nature and the bids will be evaluated on lowest price basis (in line with the Bid Evaluation Criteria stipulated in tender document). The class-I local supplier shall get purchase preference over class-II local supplier as well as non-local supplier as per the following procedure:

- Among all qualified bids, the lowest bids will be termed as L1. If L1 is class-I local supplier, the contract will be awarded to L1.
- If L1 is not class-I local supplier, the lowest bidder among the class-I local supplier will be invited to match the L1 price falling within the margin of purchase preference and the contract will be awarded to such class-I local supplier subject to matching the L1 price.
- In case such lowest eligible class-I supplier fails to match the L1 price, the class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and the contract shall be awarded accordingly. In case none of the class-I local supplier within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.



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- d. Class-II local supplier will not get purchase preference.
- e. False declarations will be in breach of the code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under Law.
- f. A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.
- g. **Margin of Purchase Preference:** the margin of purchase preference is twenty percentage (20%).

29.9 Verification of local content:

- a. The Class – I local supplier/ Class-II local supplier at the time of tender bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for Class-I local supplier / Class-II local supplier, as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of 10 (ten) crores, the Class-I local supplier/ Class-II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant of practicing chartered accountant (in respect of supplier other than companies) giving percentage of local content.

29.10 Restrictions under Rule 144 (xi) of the General Financial Rules (GFRS), 2017:

Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (Refer Annexure-‘B’ of ITT).

The bidders shall furnish Certificate regarding compliance as per the format provided in **Attachment - 1** to Annexure-‘B’ of ITT along with their bid.

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.



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- 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.
- 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



Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bacheli Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years.

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

NMDC 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, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bacheli Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years”*** as detailed in the enclosed Tender Documents [*Tender Enquiry No. HO (Contracts)/ 425kWp Solar/Bacheli/2020/229*]
 - 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.



Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years.

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(DD/MM/YYYY) **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 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 irrespective of our site visit.
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.



Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years.

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.



Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bacheli Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years.

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, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bacheli Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) 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.



Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years.

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.



Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years.

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



Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years.

ANNEXURE -3

INFORMATION ABOUT THE TENDERER

Sl. No.	Information requested	Tenderer's reply <i>[to be filled-in / replied appropriately by the tenderer along with supporting documents as applicable.]</i>
1	Information regarding constitution / legal status of the tenderer:	
a	Name of the firm:	
b	Type of the firm <i>(Limited/Partnership/Proprietorship etc.)</i>	
c	Place of Incorporation / Registration:	
d	Year of Incorporation/ Registration:	
e	Whether supporting document(s) regarding (1) above are enclosed <i>(Copies of Certificate of Incorporation / Articles of Association /Partnership Deed etc., as applicable to be enclosed.)</i>	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: <i>(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)</i>	<u>Enclosed on bidder's letter head / Not enclosed</u>



Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years.

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.



Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years.

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 for the works mentioned / credentials of works furnished, by the bidder alongwith the bid.

Notes:

- During evaluation of eligibility criteria, NMDC at its discretion, may ask the bidders for clarification only related to shortfall information of the pre-existed documents / referred works in the offer received at the time of tender opening.
- No new credentials of works not pre-existed / referred works in the offer, submitted at the time of tender opening, will be considered for evaluation of eligibility criteria.
- NMDC, may its discretion, verify the documents/inspect the works done by the bidder.

Signature of the tenderer with date and seal



Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years.

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 for the works mentioned / credentials of works furnished, by the bidder alongwith the bid.

Signature of the tenderer with date and seal



Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) 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, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years.

ANNEXURE - 7

DEVIATIONS TO THE TENDER CLAUSES

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

NAME OF WORK: “*Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) 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, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) 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, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) 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, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) 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 Operation and Maintenance Contract for 10 years (COMC) 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 COMC for 10 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 Operation & Maintenance Contract (COMC) on yearly basis for Rs.....(Rupees..... only) which is equivalent to 10% (ten percent) of the total yearly contract price for Comprehensive Operation & Maintenance (COMC) for 1st Year / 2nd Year/3rd Yearand so on 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, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) 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) (Name) -----
----- Official address -----	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, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) 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
NMDC. Ltd.,
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, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) 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, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) 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, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years.

Annexure-13

FORMAT FOR DUMMY PRICE **SCHEDULE**

[*Format Enclosed as separate annexure with
Tender Document]



Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) 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, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) 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, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) 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.
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



Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years.

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.



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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, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) 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, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bacheli Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years.
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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, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bacheli Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years”** vide Tender Enquiry No. dated.....

AND

WHEREAS, the CONTRACTOR submitted tender to the OWNER for execution of the work of **“Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bacheli Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years”** in accordance with the tender documents.

AND

WHEREAS, the OWNER has accepted the tender submitted by the CONTRACTOR for the work of **“Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bacheli Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) 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, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) 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, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) 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, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) 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 NMDC 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, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years.

Annexure-A (QR Code for using UPI App – Scan & Pay) as indicated above.





Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years.

**SECTION –ITT
ANNEXURE – ‘B’**

Restrictions under Rule 144 (XI) of the General Financial Rules (GFRS), 2017

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under: Notwithstanding anything contained in these Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.

For this Tender, the orders Public Procurement No.1 dated 23.07.2020, Public Procurement No.2 dated 23.07.2020 & Public Procurement No.3 dated 24.07.2020 issued by Department of Expenditure, Public Procurement Division and subsequent orders issued by the Nodal Ministry shall be applicable even if issued after issue of the NIT but before finalization of contract/ PO/WO against this NIT. Tenderers are requested to go through the above mentioned order. The following requirements need to be met by the bidder for participating in the tender.

i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. However the above mentioned circular - Public Procurement No.1 dated 23.07.2020 issued by Department of Expenditure, Public Procurement Division will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects as per circular no F.No.S/18/2019-PPD, Order (Public Procurement No. 2) dated 23-072020 , issued by Department of Expenditure, Public Procurement Division.

ii. "Bidder" (including the term 'tenderer', 'consultant', 'vendor' or 'service provider', 'Know-how supplier', 'Technology provider', 'Licensor' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means:

(a). An entity incorporated, established or registered in such a country; or (b). A subsidiary of an entity incorporated, established or registered in such a country; or (c). An entity substantially controlled through entities incorporated, established or registered in such a country; or (d). An entity whose beneficial owner is situated in such a country; or (e). An Indian (or other) agent of such an entity; or (f). A natural person who is a citizen of such a country; or (g). A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

The beneficial owner for the purpose of (iii) above will be as under:



Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years.

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- iv. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.
 - v. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.



Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years.

ATTACHMENT - 1 TO ANNEXURE-'B'

CERTIFICATE REGARDING COMPLIANCE

I have read the Order (Public Procurement No.1) dated 23.07.2020 issued by Department of Expenditure, Public Procurement Division and subsequent orders issued by the Nodal Ministry. In terms of the requirement of the aforesaid order, we hereby certify that:

- a) I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Copy of valid registration by the Competent Authority shall be attached.]
- b) I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on subcontracting to contractors from such countries; I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all the requirements in this regard and is eligible to be considered. [Copy of valid registration by the Competent Authority shall be attached.]

Yours truly,

Date

Place

Signature:

Name:

Designation:

Name of Bidder:

Seal.....

Note: The above certificate given by a bidder whose bid is accepted, if found to be false, this would be a ground for immediate termination and further legal action in accordance with law.



Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years.

General Conditions of Contract (GCC)



Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years.

GENERAL CONDITIONS OF CONTRACT (GCC)

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Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years.

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Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years.

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 CONTRACTOR'S SCOPE OF WORK

- 1.1 Contractor's scope of work includes the *“Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) 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 In the event of any conflict between the above-mentioned documents, the matter shall be referred to the Engineer whose decision shall be final and binding upon the parties, within the intent and meaning of this Agreement.



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3.0 DEFINITION OF TERMS:

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 incurrence 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**“L1” means the lowest tender or lowest bid or the lowest quotation received in a tender / bidding process, as adjudged in the evaluation process as per the tender document.
- 3.25**“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.
- 3.26**“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.
- 3.27**Local content” means the amount of value added in India which shall be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duty) as a proportion of the total value, in percent.
- 3.28**“Margin of Purchase Preference” means the maximum extent to which the price quoted by a “class-I local supplier” may be above the L1 for the purpose of purchase preference.
- 3.29**“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.
- 3.30**“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’.
- 3.31**“Non-local supplier” means a supplier or service provide, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
- 3.32**“Class-I local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.
- 3.33**“Class-II local supplier” means a supplier or service provider, whose goods, service sor works offered for procurement, has local content more than 20% but less than 50%.



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- 3.34**“Owner/Employer/Procuring Entity” means NMDC Limited and shall include its legal representatives, successors and permitted assigns.
- 3.35**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.
- 3.36**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.
- 3.37**“Preliminary Acceptance Certificate” (PAC) means the Certificate to be issued by the Owner to the Contractor on successful completion of Preliminary Acceptance Tests (PAT).
- 3.38**“Preliminary Acceptance Tests” (PAT) means the first integrated operation of the complete equipment/shop, sub-systems on no load conditions as per the Contract.
- 3.39**“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.
- 3.40**“Performance Guarantee Test Certificate” (PGTC) means a Certificate to be issued by the Owner to the Contractor upon successful completion of PG test.
- 3.41**“Procurement” - Procurement means procurement of works, services or any combination thereof.
- 3.42**“Sanction” means to assent, concur, confirm, approve, or ratify, unless otherwise specified.
- 3.43**“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.
- 3.44**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.
- 3.45**“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.
- 3.46**“Stabilization period” means the period after commissioning till completion of PG test.
- 3.47**'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



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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.

- 3.48**“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.
- 3.49**“Supply” means all the supplies to be effected by the Contractor at the construction site.
- 3.50**“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.
- 3.51**“Temporary Works” means the works designed, constructed, installed and removed by the contractors which are needed for construction or installation of the works.
- 3.52**“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.
- 3.53**“Variation” means an instruction given by the Owner or his nominee, which varies the scope of the works.
- 3.54**“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.
- 3.55**“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.
- 3.56** 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”.
- 3.57** Words imparting the singular shall also include the plural and vice-versa where the context so requires.
- 3.58** “**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).



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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 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.

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.



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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 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



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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, 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.



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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.

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.



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- 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.
- 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-fulfilment of Guarantee Values:**
- 16.1 Liquidated Damages for delay in completion [for main EPC (turnkey) contract i.e. excluding the 10 years COMC]:**
- 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 taxes) as awarded / amended/final executed value including escalation, if any (*excluding the 10 years COMC price*) per week of delay, subject to a **maximum of 10%** of the contract price (excluding taxes) as awarded / amended/final executed value including escalation, if any (*excluding the 10 years COMC 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



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the works (excluding taxes) as awarded / amended/final executed value including escalation, if any (*excluding the 10 years COMC 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 taxes) as awarded / amended/final executed value including escalation, if any (*excluding the 10 years COMC price*) and get the work completed by other agency(ies) / means at the risk and cost of the 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. upto commissioning*) 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 (excluding taxes) as awarded / amended/final executed value including escalation, if any (*excluding the 10 years COMC 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 (excluding taxes) as awarded / amended/final executed value including escalation, if any (*excluding the 10 years COMC price*).

16.2 Liquidated Damages for Non-Fulfillment of Guarantee Values:

- 16.2.1 In case of non-fulfilment of performance values, Liquidated Damages to be levied for the underperformance shall be as follows:
- i. At the time of the Operational Acceptance Test, any shortfall in the Performance Ratio (PR) is determined through the Test Procedure in the ***Annexure-2 (Technical Specifications and Scope of Work -Vol-II of tender document)***. For any shortfall in PR below 0.78 by the bidder, LD of 1% of the EPC Contract Value (excluding taxes) as awarded / amended/final executed value including escalation, if any (*excluding the 10 years COMC price*) shall be levied.
 - ii. In case the PR tested as mentioned above remains below than 0.78, the Contractor shall make all necessary corrections in minimum possible time and again commence the



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above test, within 7 days, so as to demonstrate the PR equal to or more than 0.78. Each time, the LD at the rate specified above in Clause (i) shall be levied on the Contractor, subject to a maximum of 10% (ten percent) of the total EPC Contract Price(excluding taxes) as awarded / amended/final executed value including escalation, if any (*excluding the 10 years COMC price*), beyond which the system shall be rejected. The LD shall be deducted from the Bank Guarantee and pending payments.

16.3 Liquidated Damages for delay in completion and Liquidated Damages for non-availability during guarantee period [for main contract on EPC (turnkey)basis]:

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 [for main contract on EPC (turnkey)basis i.e. excluding the 10 year COMC price] (excluding taxes) as awarded / amended/final executed value including escalation, if any.

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 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.

Notes:

1. Provision relating to non-achieving of NEEGG during Performance Guarantee Test / Final Acceptance Test

If the “Actual Delivered Energy” at metering point is less than the base NEEGG (corresponding to NEEGG quoted for 1st year of O&M) based on the procedure mentioned in the **Annexure 2 (of Technical Specifications and Scope of Work -Vol-II of tender document)**, then the entire Performance Bank Guarantee shall be encashed by the Company and all the remaining payments yet to be made by the Company to the Contractor shall also be forfeited. Owner reserves the right for rejection of plant and facilities.

2. Provisions relating to Penalty for Loss of Generation during O&M contract are as at Annexure-3 of Vol-II (Technical Specifications and Scope of Work) of Tender document.



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3. **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

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.
- 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.



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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.

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



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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,

- 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.



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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.

The Employer and Contractor shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

A.3 In this Clause 'A' hereof, the expression "Facilities executed" shall include all work executed, Installation Services provided, and all Plant & Equipment, Structures and Refractories, acquired (*or subject to a legally binding obligation to purchase*) by the Contractor and used or intended to be used for the purpose of the Facilities, up to and including the date of termination.

A.4 In this Clause 'A' hereof, in calculating any money due from the Employer to the Contractor, account shall be taken of any sum previously paid by the Employer to the Contractor under the Contract, including any advance payment paid pursuant to 'Terms of Payment' as per the contract.



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20.0 NO WAIVER OF RIGHTS

Neither the inspection by the Owner or the Engineer or any of their officials, employees or agents or any order by the Owner or the Engineer for payment of money or any payment for or acceptance of, the whole or any part of the Works by the Owner or the Engineer, nor any extension of time, nor any possession taken by the Engineer shall operate as a Waiver of any provision of the Contract, or of any power herein reserved to the Owner, or any right to damages herein provided, nor shall any waiver of any breach in the Contract be held to be a waiver of any other subsequent breach.

21.0 CERTIFICATE NOT TO AFFECT RIGHT OF OWNER AND LIABILITY OF CONTRACTOR

No interim payment certificate of the Engineer, nor any sum paid on account, by the Owner, nor any extension of time for execution of the Works granted by the Engineer shall affect or prejudice the rights of the Owner against the Contractor or relieve the Contractor of his obligations for the due performance of the Contract, or be interpreted as approval of the works done or of the equipment supplied and no certificate shall create liability for the Owner to pay for alterations, amendments, variations or additional works not ordered, in writing, by the Engineer or discharge the liability of the Contractor for the payment of damages whether due, ascertained, or certified or not, or any sum against the payment of which he is bound to indemnify the Owner.

22.0 SETTLEMENT OF DISPUTE

- 22.1 Except as otherwise specifically provided in the contract, all disputes concerning questions of facts arising under the contract shall be decided jointly by designated representatives of the parties and their decision shall be final to the parties thereto.
- 22.2 If amicable settlement cannot be reached, then such disputed issues shall be settled by arbitration as provided in the clause '**Arbitration**' below.

23.0 ARBITRATION

- a) All disputes or differences which may arise between the Owner and Contractor in connection with the Contract (*other than those in respect of which the decision of any person is expressed in the Contract to be final and binding*) shall, after written notice by either party to the other and to the Chairman cum Managing Director of the NMDC Limited (*who will be the appointing authority*), be referred for adjudication to the sole Arbitrator to be appointed as hereinafter provided.
- b) The appointing authority will send within ninety days of receipt of the notice of arbitration a panel of three names of persons not directly connected with the work to the Contractor who will select any one of the persons named to be appointed as a sole Arbitrator within 30 days of receipt of names. If the appointing authority fails to send to the Contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the appointing authority a panel of three names of persons who shall also be unconnected with the organisation by which the work is executed. The appointing authority shall on



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receipt of the names as aforesaid select any one of the persons named and appoint him as the sole Arbitrator. If the appointing authority fails to select the person and appoint him as the sole Arbitrator within 30 days of receipt of the panel and inform the Contractor accordingly, the Contractor shall be entitled to invoke the provisions of the Indian Arbitration and Conciliation Act 1996 as amended from time to time.

- c) The further progress of any work under the contract shall unless otherwise directed by the Owner / Engineer continue during the arbitration proceedings and no payment due or payable by/to the Owner shall be withheld on account of such proceedings. It shall not be open to arbitrator to consider and decide whether or not such work shall continue during the arbitration proceedings.
- d) The laws applicable to the Contract shall be the laws in force in India. The Courts of Hyderabad (Telangana State) shall have exclusive jurisdiction in all matters arising under this Contract. The venue of the arbitral proceedings shall be Hyderabad, India.
- e) The arbitral tribunal shall give reasons for its award. Each party shall bear its own cost and the cost of arbitration shall be equally borne by each party. The award rendered in any arbitration hereunder shall be final and binding upon the parties. The parties agree that neither party shall have any right to commence or maintain any suit or legal proceeding concerning any dispute under this agreement until the dispute has been determined in accordance with the arbitration proceeding provided for herein and then only to enforce or facilitate the execution of an award rendered in such arbitration.
- f) Arbitration between a Central Public Sector Undertaking of the Government of India (not under the Ministry of Steel) and the Employer (NMDC) shall be as per the guidelines of Ministry of Heavy Industries and Public Enterprises, Government of India.
- g) Arbitration between a Central Public Sector Undertaking of the Government of India under the Ministry of Steel, Government of India and the Employer (NMDC), shall be as per the guidelines of the Ministry of Steel.
- h) The mechanism for settling the dispute through Arbitration shall be applicable only in cases where the disputed amount or the amount of all claims put together does not exceed 25% of the contract value or maximum of disputed claim amount shall not exceed Rs.100 crores whichever is lower. In case the disputed amount exceeds the above referred percentage of 25% of contract value or maximum value of total claim value of Rs.100 crores, the parties shall be within their rights to take recourse to remedies that may be available to them under the applicable laws other than Arbitration after the prior intimation to the other party.
- i) Parties agree that neither party shall be entitled for any pre-reference or pendente-lite interest, i.e. date of cause of action till the date of the Award by the Arbitral Tribunal. Parties agree that claim for any such interest shall not be considered and shall be void. The Arbitral Tribunal shall have no right to award pre-reference or pendente-lite interest in the matter.
- j) Parties further agree that following matters shall not be referred to Conciliation and Arbitration



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- i. Any claim, difference or dispute relating to, connected with or arising out of NMDC's decision to initiate any proceedings for suspension or banning, or decision to suspend or to ban business dealings with the Bidder/Contractor and /or with any other person involved or connected or dealing with bid/ contract/ bidder/ contractor.
- ii. Any claim, difference or dispute relating to, connected with or arising out of NMDC's decision under the provisions of Integrity Pact executed between the NMDC and the Bidder/ Contractor.

24.0 GRAFTS AND COMMISSIONS ETC.

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with the Owner, shall, in addition to any criminal liability which it may incur, subject the Contractor to the cancellation of this and all other contracts and also to payment of any loss or damage to the Owner resulting from any cancellation. The Owner shall then be entitled to deduct the amount so payable from any moneys otherwise due to the Contractor under the Contract.

25.0 LANGUAGE AND MEASURES

All documents pertaining to the contract including specifications, schedules, notices, correspondence, operating and maintenance instructions, drawings or any other writing shall be written in English language. The metric system of measurements shall be used exclusively in the Contract.

26.0 RELEASE OF INFORMATION

The Contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium photographs or other reproduction of the Works under this Contract, or description of the Site, dimensions, quantity, quality or other information, concerning the works unless prior written permission has been obtained from the Owner.

27.0 COMPLETION OF CONTRACT

Unless otherwise terminated under the provisions of relevant clauses, the LSTK Contract shall be deemed to have been completed at the expiration of the "Guarantee period" as provided for under the clause entitled guarantee in this section GCC.

28.0 ENFORCEMENT OF TERMS

The failure of either party to enforce at any time of the provisions of the Contract or any rights in respect thereto or to exercise any option herein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the Contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

29.0 ENGINEER'S DECISION

- 29.1 In respect of all matters which are left to the decision of the Engineer including the granting or withholding of the certificates, the Engineer shall, if required to do so by the Contractor give in writing a decision thereof.



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29.2 If in the opinion of the Contractor, a decision made by the Engineer is not in accordance with the meaning and intent of the Contract, the Contractor may file with the Engineer within fifteen (15) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as acceptance of the Engineer's decision and the decision shall become final and binding.

29.3 The Engineer's decision and the filing of the written objection thereto shall be a condition precedent to the right to request arbitration. It is the intent of the Agreement that there shall be no delay in the execution of the works and the decision of the Engineer as rendered shall be promptly observed.

30.0 COOPERATION WITH OTHER CONTRACTORS AND CONSULTING ENGINEERS

The Contractor shall cooperate with the Owner's other contractors and Consulting Engineers and freely exchange with them such technical information as is necessary to obtain the most efficient and economical design and to avoid unnecessary duplication of efforts. The Engineer shall be provided with three copies of all correspondence addressed by the Contractor to other sub-contractors and Consulting Engineers in respect of such exchange of technical information.

31.0 SUSPENSION OF WORK

- a) The Employer may, by notice to the Contractor, order the Contractor to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the Effective Date of the suspension and the reasons thereof. The Contractor shall thereupon suspend performance of such obligation (*except those obligations necessary for the care or preservation of the Facilities*) until ordered in writing to resume such performance by the Engineer.

If, by virtue of a suspension order given by the Engineer, other than by reason of the Contractor's default or breach of the Contract, the Contractor's performance of any of its obligations is suspended for an aggregate period of more than ninety (90) days, then at any time thereafter and provided that at that time such performance is still suspended, the Contractor may give a notice to the Engineer requiring that the Employer shall, within thirty (30) days of receipt of the notice, order the resumption of such performance.

If the Employer fails to do so within such period, the Contractor may, by a further notice to the Engineer, elect to treat the suspension as termination of the Contract under the provisions of '**Termination for Employer's Convenience**'.

- b) If the Contractor's performance of its obligations is suspended pursuant to this Clause hereof, then the time for completion shall be extended in accordance with provisions relating to extension of time for completion as per contract, and any and all additional costs or expenses incurred by the Contractor as a result of such suspension shall be paid by the Employer to the Contractor in addition to Contract Price on mutually agreed basis.
- c) During the period of suspension, the Contractor shall not remove from Site any plant & equipment, any part of the Facilities or any Contractor's equipment, without the prior written consent of the Employer.



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32.0 POWER TO VARY OR OMIT WORK

- 32.1 No alterations, amendments, omissions, suspensions or variations of the Works (hereinafter referred to as `Variation') under the Contract as detailed in the Contract Documents, shall be made by the Contractor except as directed in writing by the Engineer, but the Engineer shall have full power subject to the provision hereinafter contained from time to time during the execution of the Contract, by notice in writing, to instruct the Contractor to make such Variation without prejudice to the Contract. The Contractor shall carryout such Variation and be bound by the same. If any suggested Variation would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the Contract, he shall notify the Engineer thereof in writing within fifteen days stating the reasons and the Engineer shall decide forthwith, whether or not the same shall be carried out and if the Engineer confirms his instructions, Contractor's obligations and guarantees may be modified to such an extent as may be mutually agreed.
- 32.2 In the event of the Engineer requiring any Variation such reasonable notice shall be given to the Contractor to enable him to work out his arrangements accordingly and in case where goods or materials are already prepared or any design or drawings made or work done requires to be altered, a reasonable and agreed sum in respect there of shall be paid to the Contractor.
- 32.3 In any case in which the Contractor has received instructions from the Engineer as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the Contractor, involve a claim for additional payments, the Contractor shall immediately and in no case later than thirty (30) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the Engineer to the effect. But the Engineer shall not become liable for the payment of any charges in respect of any such variations, unless the instructions for the performance of the same shall be confirmed in writing by the Engineer.
- 32.4 If any variation in the Works, results in reduction of Contract Price, the parties shall agree, in writing, to the extent of any change in the price, before the Contractor proceeds with the change.
- 32.5 In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Engineer shall be final and binding.

33.0 GUARANTEE

- 33.1 The Contractor guarantees that the system / all equipment and items supplied by him shall be new and in accordance with the Contract Documents and shall be free from defects in material and workmanship for a period of **twelve (12) calendar months commencing from the date of successful commissioning of the entire system under the turnkey contract.** The Contractor shall be liable for the replacement of any defective parts in the equipment under normal use and arising due to faulty design, materials, and/or workmanship or any other reason attributable to the Contractor. Such replaced defective parts shall be returned to the Contractor unless otherwise agreed.
- 33.2 In the event of an emergency where, in the judgement of the Engineer, delay would cause serious loss or damage, repairs or adjustments may be made by the Engineer or by a third party chosen by the Engineer without advance notice to the Contractor and the cost of such work



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shall be paid by the Contractor or by the Surety. In the event such action is taken by the Engineer, the Contractor will be notified promptly and he shall assist wherever possible in making the necessary repairs. This shall not relieve the Contractor's liability under the terms and conditions of the Contract.

- 33.3 If it becomes necessary for the Contractor to replace or repair any defective portion of the plant under this clause, the provision of this clause shall apply to the portions of the plant so replaced or renewed until the expiration of **twelve (12) months** from the date of such replacement or repair. If any defects be not remedied within a reasonable time, the Engineer may proceed to replace the equipment or part or rectify at site at the Contractor's sole risk and costs and without prejudice to any other rights which the owner may have against the Contractor in respect of such defects. In case the rectification of the defects could not be done due to which the equipment cannot be operated for some period, the guarantee for the complete equipment shall be extended by an equal period. The repaired or replaced parts will be supplied and erected free of cost by the Contractor
- 33.4 The repaired or new parts will be furnished and erected free of cost by the Contractor. If any repair is carried out on his behalf at the Site, the Contractor shall bear the cost of such repair.
- 33.5 The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the plant or defective workmanship of the Contractor shall be born by the Contractor.
- 33.6 The acceptance of the equipment by the Engineer shall in no way relieve the Contractor of his obligation under this clause.
- 33.7 In the case of those defective parts which are not repairable at Site but are essential for the commercial operation of the equipment, the Contractor and the Engineer shall mutually agree to a programme of replacement or renewal which will provide for minimum interruption to the operation of the equipment.
- 33.8 At the end of the guarantee period, the Contractor's liability will cease except for latent defects. In respect of goods supplied by Sub-contractor to the Contractor where a longer guarantee (more than **12** months) is provided by such sub-contractors, the Owner shall be entitled to the benefit of such longer guarantees.
- 33.9 The provision contained in this clause will not be applicable in cases of normal wear & tear of the parts to be specifically identified by the contractor in the offer.
- 33.10 The guarantee period for spare parts shall be 12 months after first industrial use or at the latest 18 months after delivery. The spare parts shall be packed by the Contractor in such a manner so as not to require any re-conservation by the Owner within the guarantee period in case of extended storage till such extended period lapses.

Note: For Specific provisions on Warranty / Guarantee including guarantees for extended periods and during O&M contract, please **refer pertinent Annexure-4 (of Vol-II-Technical Specifications and Scope of Work of tender document).**



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34.0 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS

- 34.1 If at any time prior to final acceptance the Engineer shall decide and inform in writing to the Contractor, that the Contractor has manufactured any equipment or part of the plant unsound or imperfect or has furnished any plant inferior to the quality specified, the Contractor on receiving details of such defects or deficiencies shall at his own expense within seven (7) days of his receiving the notice, or otherwise, within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such work and furnish fresh equipment confirming to the standards of the specifications. In case the Contractor fails to do so, the Engineer may on giving the Contractor seven (7) days notice in writing of his intention to do so, proceed to remove the portion of the Works so complained of and, at the sole risk and cost of the Contractor, perform all such work or furnish all such equipment provide that nothing in this clause shall be deemed to deprive the Owner of or affect any rights under the contract which the Owner may otherwise have in respect of such defects and deficiencies.
- 34.2 The Contractor's full and extreme liability under this clause shall be satisfied by the payments to the Owner of the extra cost, of such replacement procured, including erection, as provided for the Contract, such extra cost being the ascertained difference between the price paid by the Owner for such replacement and the Contract Price portion for such defective equipment and repayments of any sum paid by the Owner to the Contractor in respect of such defective plant. Should the Owner not so replace the defective plant, the Contractor's extreme liability under this clause shall be limited to repayment of all sums paid by the Owner under the Contract for such defective plant.
- 34.3 If the completed plant and equipment or any portion thereof, after its acceptance or taken over found to be defective or fails to fulfil the requirements of the Contract, Owner shall give the contractor notice, setting forth particulars of such defects or failure and the contractor shall, forthwith make the defective plant /equipment good and make it comply with the requirement of the Contract. Should the contractor fail to do so within reasonable time Owner shall reject and replace at the risk and cost of the Contractor the whole or any portion of the plant and equipment as the case may be which is defective or fails to fulfil the requirements of the Contract. Such replacement shall be carried out by Owner within a reasonable time and at a reasonable price, and where reasonably possible to the same specification. The Contractor's liability under this clause shall be satisfied by the payment to Owner of the ascertained dues, if any, between the replacement price of the equipment including charges for erection and/or supervision of erection and the original Contract price including charges for erection and/or supervision of erection in respect of such defective plant. Should Owner not get rejected plant so replaced within a reasonable time, the Contractor's liability under this clause will be satisfied by the repayment of all moneys paid by Owner to him in respect of such defective plant.

In the event of such rejection Owner shall be entitled to use the plant in a reasonable and proper manner for a time reasonably sufficient to enable him to obtain other replacement plant.

35.0 DEFENCE OF SUITS

If any action in Court is brought against the Owner or Engineer or an officer or agent of the Owner for the failure or neglect on the part of the Contractor to perform any actions, matters,



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covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his sub-contractors, workmen, suppliers or employees, the Contractor shall in all such cases indemnify and keep the Owner, and the Engineer and/or his representative, harmless from all losses, damages, expenses or decrees arising out of such action.

36.0 LIMITATIONS OF LIABILITIES

Except in cases criminal negligence of wilful non-performance or willful default,

- a) The contractor shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.

and

- b) The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise including the cost of repairing or replacing defective equipment, shall not exceed the 100% (Hundred Percent) of the contract price plus escalation if applicable as per contract, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to copyright, patent infringement, workman compensation and statutory liabilities in general that the Employer may be required to additionally bear due to default of the Contractor.

37.0 MARGINAL NOTES

The marginal notes to any clause of the Contract shall not affect or control the construction of such clause.

38.0 TAXES, PERMITS & LICENCES

The Contractor shall be liable and pay all taxes, duties, levies, lawfully assessed against the Owner or the Contractor in pursuance of the Contract. In addition, the contractor shall be responsible for payment of all duties, levies and taxes lawfully assessed against the contractor for his personal income and property only. The Contractor shall also be fully responsible for obtaining necessary recruits and licenses as may be required in connection with the performance of Contract.

39.0 PROGRESS REPORTS AND PHOTOGRAPHS

During the various stages of the Works in the pursuance of the Contract, the Contractor shall at his own cost submit monthly progress reports to the Engineer with such materials as charts, networks, photographs, test certificates, etc. Such progress reports shall be in the format and size as may be required by the Engineer and shall be submitted in five (5) copies.



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40.0 LONG TERM AVAILABILITY OF SPARES

- 40.1 The Contractor shall guarantee the long-term availability of spares to the Owner for 15 years of the equipment covered under the Contract. The Contractor shall guarantee that before going out of production of spare parts of the equipment covered under the Contract, he shall give the Owner at least twelve (12) months advance notice so that the latter may order his bulk requirement of spares, if he so desires. The same provision will also be applicable to Contractor's Sub-Contractors and the Contractor shall ensure adherence of his Sub-Contractors to this requirement. Further, in case of discontinuance of manufacture of any spares by the Contractor or his Sub-Contractors the Contractor will provide the Owner one year in advance, with full manufacturing drawings, material specifications and technical information required by the Owner for the purpose of manufacture of such items.
- 40.2 Further, in case of discontinuance of supply of spares by the Contractor or his sub-contractors the Contractor will provide the Owner with full information for replacement of such spares with other equivalent makes, if so required by the owner.
- 40.3 The Contractor shall provide the Owner with a 'directory' of his Sub-Contractors, giving the addresses & other particulars of his sub-contractor. The owner, if he so desires, shall have the option to procure the spares directly from Sub-Contractors.
- 40.4 The Contractor will indicate in advance the delivery period of the items of spares, which the Owner may procure. In case of emergency requirements of spares, the Contractor would make every effort to expedite the manufacture and delivery of such spares on the basis of mutually agreed time schedule.
- 40.5 The procedure specified in Clause 40.4 above shall apply for future procurement of items included in the spares list and special tools, plants and equipment list, specified in the bid documents.

41.0 CONTRACTORS DEFAULT:

If the Contractor shall neglect to execute the works with the diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer in connection with the works or shall contravene the provisions of the Contract, the Owner may give notice in writing to the contractor to make good the failure, neglect or contravention complained of. Should the Contractor fail to comply with the notice within thirty (30) days from the date of service thereof, then and in such case the Owner shall be at liberty to employ other workmen and forthwith execute such part of the works as the contractor may have neglected to do if the owner shall think fit, it shall be lawful for him, without prejudice to any other right he may have under the contract to take the works wholly or in part out of the contractor's hands and recontract with any other person or persons, complete the works or any part thereof and in that event the owner shall have free use of all contractor's equipment that may have been at the time on the site in connection with the works without being responsible to the contractor for fair wear and tear thereof and to the exclusion of any right of the contractor over the same and the Owner shall be entitled to retain and apply any balance which may otherwise be part thereof as may be necessary, the payment of the cost of executing the said part of the works or of completing the works as the case may be. If the cost of completing the works or executing a part thereof as aforesaid shall exceed the balance due to the contractor, the contractor shall pay such



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excess. Such payment of excess amount shall be independent of the liquidated damages for delay which the contractor shall have to pay if the completion of works is delayed. In addition, such action by the Owner as aforesaid shall not relieve the Contractor of his liability to pay liquidated damages for delay in completion of Works.

42.0. Training

The Contractor shall undertake, to run the facilities after commissioning and PG Test for a period of 3 months / as may be specified in contract, and train free of cost, engineering personnel of the Owner. However, the nature of training for the individual personnel shall be finalized in consultation with the Owner prior to handing over the facilities to the User departments of the OWNER. These engineering personnel shall be given special training in the shops, where the equipment will be manufactured and/or under installation or test, to enable those personnel to become familiar with the equipment regarding operation and maintenance of the same being supplied by the Supplier.

42.1 All traveling and living expenses for the engineering personnel of the Owner to be trained during the total period of training will be borne by the owner.

42.2 The contractor shall submit to the Owner a basic plan for training of Owner's personnel representative in similar units in India consistent with manpower requirements as approved by the Owner. The basic plan shall be finalized in consultation with the Owner and shall be subject to Owner's approval. Such training shall include training in contractor's design and engineering department, manufacturer's shops and operation/maintenance in similar working plant / installation.

42.3 The contractor shall provide free of charge office accommodation, office facilities, secretarial service, communication facilities, general and drawing office stationery etc., as may be reasonably required by Owner's personnel. Similar facilities shall also be provided by his sub-contractors, if such basic engineering activities are carried out in the design offices of sub-contractor.

43.0 Safety Code: The CONTRACTOR shall at his own expense arrange for the safety provisions as appended to these conditions at Annexure 1 or as required by the ENGINEER in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case the CONTRACTOR fails to make arrangements and provide necessary facilities as aforesaid, the Engineer shall be entitled to do so and recover the cost thereof from the CONTRACTOR.

44.0 Model Rules for Labour Welfare: The CONTRACTOR shall at his own expense comply with or cause to be complied with Model Rules of Labour Welfare as appended to these conditions at Annexure 2 or rules framed by Central or State Government from time to time for the protection of health and for making sanitary arrangements for the workers employed directly or indirectly on the works. In case the CONTRACTOR fails to make arrangements as aforesaid, the ENGINEER shall be entitled to do so and recover the cost thereof from the CONTRACTOR

45.0 Insurance of workmen: All workmen shall be covered under insurance against injury or any accident of fatal nature, at CONTRACTOR'S cost.



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46.0 LABOUR

- 46.1 Employment of labour in sufficient numbers: The CONTRACTOR shall employ labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the ENGINEER. The CONTRACTOR shall not employ in connection with the works any person who has not completed his eighteen years of age.
- 46.2 Labour returns and reporting of accidents: The CONTRACTOR shall furnish to the ENGINEER at the intervals, a distribution return of the number and description by trades of the work people employed on the works. The CONTRACTOR shall also submit on the 4th and 19th of every month to the ENGINEER, a true statement showing in respect of the second half of the preceding month and the first half of the current month (i) the accidents, if any, that occurred during the said fortnight showing the circumstances under which they occurred and the extent of damage and injury caused by them and (ii) the number of female workers, if any, who have been allowed Maternity Benefit as provided in the Maternity Benefit Act, 1961 or Rules thereunder and the amount paid to them.
- 46.3 Wages: The CONTRACTOR shall pay to labour employed by him either directly or through sub-contractors wages not less than the fair wages as defined in the Contract Labour Regulations.
- 46.4 Observance of Contract Labour Regulations: The CONTRACTOR shall in respect of labour employed by him or his sub-contractors, comply with or cause to be complied with the Contract Labour (Regulation & Abolition Act 1970) and rules as framed by Central or State Government from time to time in Annexure-3 given in the provisions of the act for the guidance of the Contractor.
- 46.4.1 The CONTRACTOR shall comply with all the provisions of the payment of Wages Act 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act 1947, Maternity Benefit Act 1961 and Mines Act, 1952, Contractor Labour Regulation & Abolition Act 1970, Provident Fund Act or any order made there under/thereof or any other law relating to the work enacted from time to time.
- 46.4.2 **Tenderers are required to consider an additional amount of Rs. 170/- (Rupees One Hundred Seventy only) per man-day as SRNPP (Special Relief for NMDC Production Project applicable for the contract Labours to be engaged locally at production projects (BIOM-Bachel and Kirandul/DIOM-Donimalai/Panna) for execution of the contract.**
- 46.4.3 NMDC's initiative towards improvement in the benefits to the Contract labour under the scheme named SRNPP has been implemented in the NMDC production projects of the company viz Kirandul Complex, Bachel Complex, Donimalai and Panna Projects from 1/10/2010. Under this scheme an additional amount of **Rs. 170/- per day** over and above statutory minimum wages on actual attendance is payable as "Special Relief for NMDC Production Project (SRNPP)" to the Contract Labourers working in production projects of the company.



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The payment of fair wages shall be ensured strictly by the contractors to the contract Labourers without fail. The fair wages shall not be less than SRNPP plus the minimum wages prescribed by the Statutory Authority.

Accordingly, Terms and Conditions regarding payment of SRNPP have been incorporated in the NIT. The Bidder must provide above said additional amount to be paid to all Contract Labour on actual attendance and record the same in attendance register along with maintaining the records of payment at the time of weekly payment. This shall be certified by the Engineer-in-charge concerned. In order to implement the SRNPP, the Bidder shall quote the amount towards SRNPP in the price bid along with the Basic Price of work.

- 46.4.4 As regards disbursement of wages to the Contract Labour and witnessing the payment by the Engineer-in-charge, the Executing Department shall ensure all Statutory provisions including the minimum Wages Act 1948, Employees' Provident fund & Miscellaneous Provisions Act 1952 and the Contract Labour (Regulation and abolition Act) 1970 and Rules made thereunder by the Contractors working under them.
- 46.4.5 The CONTRACTOR shall be liable to pay his contribution and the employee's contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the contract, in accordance with the provision of "The Employees State Insurance Act, 1948" and Provident Fund Act as amended from time to time. In case of default, the ENGINEER will be entitled to withhold an amount of contribution as assessed by him from the CONTRACTOR's bills till such time the CONTRACTOR produces evidence of remittance of the same to the concerned authorities.
- 46.4.6 The ENGINEER shall, on a report having been made by the Inspecting Officer as defined in the Contract Labour Regulations, have the power to deduct from the moneys due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the Contract for the benefit of workers non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said Contract Labour Regulations.
- 46.4.7 The CONTRACTOR shall indemnify the OWNER against any payments to be made under and for observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.
- 46.4.8 The contractor shall take out necessary license under the Contract Labour (Regulation and Abolition) Act, 1970 within the time limit allowed by the appropriate Government and on his failing to do so within the prescribed time limit; the contract will be liable for termination including forfeiture of Earnest Money /Security Deposit.

47.0. Corrupt or Fraudulent Practices:

47.1 The Owner requires that Bidders/Suppliers/Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Owner:

- (a) defines, for the purpose of these provisions, the terms set forth as follows:



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- (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution &
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Owner, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition.
- (b) will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

47.2 NMDC Policy on Banning of Business Dealings with Agencies:

NMDC has introduced NMDC Policy on Banning of Business Dealings with Agencies, which covers both suspension and banning of business dealings with the Agency that commits fraud and/or transgression in the dealings with NMDC. The Grounds for Banning of Business Dealings and the Banning Period as per the Policy are reproduced below:

(I) GROUNDS FOR BANNING BUSINESS DEALINGS

- a) For the sake of clarity, the grounds on which banning of business dealings can be considered are given below. These are only illustrative, not exhaustive. The Competent Authority may decide to ban Business Dealings with an Agency for any good and sufficient reason.*
- b) Security considerations, including questions of loyalty of the Agency to the State.*
- c) Conviction of the Director/owner/proprietor/partner of the Agency by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or NMDC during the last five years.*
- d) Evidence/strong justification for believing that the Director/owner/proprietor/partner of the Agency has/have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation in tenders, etc.*
- e) The Agency’s continuous refusal to return/refund the dues to NMDC without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law.*
- f) The Agency employs an employee who was dismissed / removed by NMDC for an offence involving corruption or abetment of such an offence.*
- g) The banning of business dealings with the Agency by the Government or any other public sector enterprise.*
- h) The Agency resorted to corrupt or fraudulent practices that may include misrepresentation of facts and/or fudging/forging/ tampering of documents.*



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- i) The Agency used intimidation/threatening or brings undue outside pressure on NMDC/its officials in relation to a Business Dealing.*
- j) The Agency resorts to repeated and/or deliberate use of delay tactics in complying with contractual stipulations.*
- k) Willful act of the Agency to supply sub-standard material irrespective of whether pre-despatch inspection was carried out by NMDC or not.*
- l) The findings of CBI/Police about the Agency's involvement in fraud and/or transgressions in relation to the Business Dealings with NMDC.*
- m) Established litigant nature of the Agency to derive undue benefit.*
- n) Continued poor performance of the Agency in at least three preceding contracts with NMDC.*
- o) The Agency misuses the premises or facilities of NMDC and/or forcefully occupies, tampers or damages NMDC's properties including land, water resources, forests/trees, etc.*
- p) False allegation on NMDC officials by the Agency if found proved by the Investigating Department including Independent External Monitor.*

(II) BANNING PERIOD

The Banning Period may range from six months to three years depending on the gravity of the case as decided by the Competent Authority. While deciding the Banning Period, the Suspension Period, if any, shall also be taken into account.

48.0 Property

All materials on the Site, Plant, Equipment, Temporary Works and Works for which payment has been made to the contractor by the *Owner*, are deemed to be the property of the *Owner*, if the Contract is terminated because of Contractor's default.

49.0. Release from Performance.

If the Contract is frustrated by the outbreak of war or by other event entirely outside the control of either the *Owner* or the Contractor, the *Owner* or his nominee shall certify that the Contract has been frustrated. The Contractor shall leave the Site and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.



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Annexure - 1

SAFETY CODE

(See Clause 43.0 of GCC)

1. Suitable scaffolds shall be provided for workmen for all work that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and hand-holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 (1/4 horizontal and 1 vertical).
2. Scaffolding or staging more than 3.25 meters above the ground or floor, swing or suspended from an overhead support or erected with stationery support, shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platform, gangways and stairways shall be so constructed that they do not sag unduly or unequally, and if a height of a platform or gangway or stairway is more than 3.25 meters above ground level or floor level, it shall be closely boarded, have adequate width and be suitably fenced as described in 2 above.
4. Every opening in floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of 1 meter.
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 meters in length. Width between wide rails in a run ladder shall in no case be less than 30 cm for ladders upto and including 3 meters in lengths. For longer this width shall be increased at least 6 mm for each additional 30 cm of length. Uniform step spacing shall not exceed 30 cm.
 - 5.1.1 Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the Sites shall be so stacked or placed as to cause danger or inconvenience to any person or public. The Contractor shall provide all necessary fencing and lights to protect public from accidents and shall be bound to bear expenses of defense of every suit action or other proceedings at law that neglect of the above precautions and to pay any damages and costs which may with the consent of the Contractor to be paid to compromise any claim by any such person.
 - 5.1.2 All safety measures such as provision of safety helmets, belts, shoes to the workmen and supervisory staff employed by the contractor shall be statutory which shall be provided by the contractor to his workmen and labour at his cost.



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6. Excavation and Trenching: All trenches, 1.5 meter or more in depth, shall at all times, be supplied with at least one ladder for each 20 meters in length or fraction thereof. Ladder shall be extended from bottom of trench to at least meter above surface of the ground. Sides of trench which is 1.5 meters or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. Excavated material shall not be placed within 1.5 meters of edge of trench or half of depth of trench, whichever is more. Cutting shall be done from top to bottom. Under no circumstances shall undermining or undercutting be done.
- 7 Demolition: Before any demolition work is commenced and also during the process of the work:
 - a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by operator shall remain electrically charged.
 - c) All practical steps shall be taken to prevent danger to persons employed from risk or fire or explosion, or flooding. No floor, roof, or other part of a building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge shall be available for use of persons employed on the site and mentioned in a condition suitable for immediate use; and the contractor shall take adequate steps to ensure proper use of equipment by those concerned.
 - a) Workers employed on mixing asphaltic materials cement and lime mortars/ concrete shall be provided with protective footwear and protective goggles.
 - b) Those engaged in handling any material, which is injurious to eyes, shall be provided with protective goggles.
 - c) Those engaged in welding works shall be provided with welder's protective eye-shields, gloves and footwears.
 - d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - e) When workers are employed in sewers and manholes, which are in use the contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.
 - f) The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 years are employed on the work of lead painting, the following precautions shall be taken:



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1. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
2. Suitable facemasks shall be supplied for use by workers when paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
3. Overalls shall be supplied by the contractor to workmen and adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
9. When work is done near any place where there is risk of drowning, all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
10. use of hoisting machines and tackles including their attachments, anchorage and supports shall conform to the following:
 - a). These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good working order and properly maintained.
 - b) Every rope used in hoisting or lowering or materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.
11. Every crane driver or hoisting appliance operator shall be properly qualified and no person under age of 21 years shall be in charge of any hoisting machine including any scaffold or give signal to operator.
12. In case of every hoisting machine and of every chain rick hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked.
13. A First – Aid box shall be kept by the contractor at the site office to meet any emergency that may arise.



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Annexure - 2

MODEL RULES FOR LABOUR WELFARE

(See clause 44.0 of GCC)

1. Definition

- a) "Workplace" means a place at which on an average, twenty or more workers are employed.
- b) "Large Workplace" means a place at which on an average 500 or more workers are employed.

2. First Aid

- 2.1 At every workplace, there shall be maintained in a readily accessible place first aid appliances including adequate supply of sterilised dressings and sterilised cotton wool as prescribed in the Factory Rules of the State/Government of India. The appliances shall be kept in good order and in large work places, they shall be placed under the charge of a responsible person who shall be readily available during working hours.
- 2.2 At large work places where hospital facilities are not available within easy distance of the works, First Aid posts shall be established and to run by trained compounders.
- 2.3 At large workplaces are remotely situated and far away from regular hospitals, an indoor ward shall be provided with one bed for every 250 employees.
- 2.4 Where large workplaces are situated in cities, towns or in their suburbs and no beds are considered necessary owing to proximity of city or town hospitals suitable transport shall be provided to facilitate removal of urgent cases of these hospitals. At other workplaces, some conveyance facilities shall be kept readily available to take injured person or persons suddenly taken seriously ill, to the nearest hospital.
- 2.5 At large workplaces there shall be provided and maintained an ambulance room of the prescribed sizes, containing the prescribed equipment and in the charge of such medical and nursing staff as may be prescribed. For this purpose the relevant provisions of the Factory Rules of the State Government of the areas where the work is carried on may be taken as the prescribed standard.
- 3.0 Accommodation for Labour: The CONTRACTOR shall during the progress of the works provide, erect and maintain necessary temporary living accommodation and ancillary facilities for labour at his own expense and to standards and scales as approved by the Engineer-in-Charge.
- 4.0 Drinking Water in very workplace, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.
 - 4.1 Where drinking water is obtained from an intermittent public water supply each work place shall be provided with storage where drinking water shall be stored.
 - 4.2 Every water supply storage shall be at a distance of not less than 15 meters from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well, which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and water proof.



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4.3 A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or, inspection which shall be done at least once a month.

5.0 Washing and Bathing Places: Adequate washing and bathing places shall be provided separately for men and women. Such places shall be kept in clean and drain condition.

6.0 Scale of Latrines and Urinals (for men and women): These shall be provided within the precincts of every workplace latrines and urinals in an accessible place separately for each of these shall not be less than at the following scales:

	No. of seats
a) Where number of persons does not exceed 50	2
b) Where number of persons exceed 50 but does not exceed 100	3
c) For additional person per 100 or part thereof	3

In particular cases, the Engineer shall have power to increase the requirement where necessary.

7.0 Latrines and Urinals: Except in work workplaces provided with water flushed latrines connected with a water borne sewage system all latrines shall be provided with receptacles on dry earth system which shall be cleaned at least four times daily and at least twice during working hours and kept in a proper sanitary condition. Receptacles shall be tarred inside and outside at least once in a year.

7.1 If women are employed, separate latrine and urinals, screened from those from men and marked in the vernacular in conspicuous letters. "For women only" shall be provided on the scale laid down in rule. Those for men shall be similarly marked "For Men only" A poster showing the figure of a man and a woman shall also be exhibited at the entrance to latrines for each sex. There shall be adequate supply of water close to latrines and urinals.

8.0 Construction of Latrines: Inside walls shall be constructed of masonry or other non-absorbent material and shall be cement-washed inside and outside at least once in a year. The dates of cement washing shall be noted in a register maintained for the purpose and kept available for inspection. Latrines shall have at least thatched roof.

9.0 Disposal of Excreta: Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration of the workplaces shall be made by means of a suitable approved by the local medical, health and municipal or cantonment authorities. Alternatively excreta may be disposed off by putting a layer of night soils at the bottom of pucca tank prepared for the purpose and covering it with 15 cm layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn into manure).

9.1. The CONTRACTOR shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to affect proper disposal of soil and other conservancy work in respect of Contractor's work people or employees on the site. The CONTRACTOR shall be responsible for payment of any charges which may be levied by municipal or cantonment authority for execution of such work on his behalf.



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- 10.0 Provision of shelters during rest: At every workplace there shall be provided free of cost four suitable sheds, two for meals and two others for rest separately for use of men and women labour. Height of each shelter shall not be less than 3 meters from floor level to lowest part of roof. Sheds shall be kept clean and the space provided shall be on the basis of the least 0.5 sq. mtr. per head.
- 11.0 Creches: At a place at which 20 or more women workers are ordinarily employed, there shall be provided at least one hut for use of children under the age of 6 years belonging to such women. Huts shall not be constructed to a standard lower than that of thatched roof mud floor and wall with wooden planks spread over mud floor and covered with matting.
- 11.1 Huts shall be provided with suitable and sufficient openings, for light and ventilation. There shall be adequate provision of sweepers to keep the places clean. There shall be two dais in attendance. Sanitary utensils shall be provided to the satisfaction of local medical, health and municipal or cantonment authorities. Use of huts shall be restricted to children, their attendants and mothers of children.
- 11.2 Where the number of women workers is more than 25 but less than 50 the CONTRACTOR shall provide at least one hut and one Dai to look after children of women workers.
- 11.3 Size of Creche (s) shall vary according to the number of women workers employed.
- 11.4 Creche /s shall be properly maintained and necessary equipment like toys etc. provided.
12. Canteen: A cooked food canteen on a moderate scale shall be provided for the benefit of workers where it is considered necessary.
13. Structures: Planning, setting and erection of the above mentioned structures shall be approved by the Engineer and the whole of such temporary accommodation shall at all times during the progress of the works be kept tidy and in a clean and sanitary condition to the satisfaction of the Engineer-in-Charge and at the CONTRACTOR's expense. The CONTRACTOR shall conform generally to sanitary requirements of local medical health and municipal or cantonment authorities and at all times adopt such precautions as may be necessary to prevent soil pollution of the site.
- 13.1 On completion of the works the site shall be cleaned of the whole of such temporary structures, all rubbish shall be cleaned and burnt, excrete or other disposal pit of trenches filled in and effectively sealed off and whole of site left clean and tidy to the entire satisfaction of the Engineer in Charge and at the CONTRACTOR's expenses.
14. Anti-malarial precautions: The CONTRACTOR shall at his own expense, conform to all anti-malarial instructions given to him by the Engineer in Charge, including filling up any barrow pits which may have been dug by him.



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15. Enforcement: The Inspecting Officer mentioned in the CONTRACTOR's Labour Regulations or any other officer nominated on his behalf by the Engineer-in-charge shall report to Engineer-in-Charge all cases of failure on the part of the CONTRACTOR and or his sub-contractors to comply with the provisions of these Rules either wholly or in part and the Engineer-in-Charge shall impose such fines and other penalties as are prescribed in the conditions.
16. Interpretations etc: On any question as to the application, interpretation or effect of these Rules, the decision of the Chief Labour Commissioner or Deputy Chief Labour Commissioner (Central) shall be final and binding.
17. Amendments: The OWNER may from time to time add to or amend these Rules and issue such directions as it may consider necessary for the proper implementation of these Rules or for the purpose of removing any difficulty which may arise in the administration there



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Annexure - 3

CONTRACT LABOUR REGULATIONS

(Clause 46.0 of GCC)

1. Definition: In these regulations, unless otherwise expressed or indicated, the following words and expression shall have the meaning hereby assigned to them:
 - a) "Labour" means workers employed by a contractor directly, or indirectly through a sub-contractor, or by an agent on his behalf as per statutory regulations.
 - b) "Fair Wages" means wages, which shall include wages for weekly day of rest and other allowances, whether for time or piece work, after taking into consideration prevailing market rates for similar employment in the neighborhood but shall not be less than the minimum rates of wages fixed under the payment of Minimum Wages Act.
 - c) "Contractor" for the purpose of these regulations shall include an agent or sub-contractor employing labour on the work taken on contract.
 - d) "Inspecting Officer" means any Labour Enforcement Officer, or Assistant Labour Commissioner of the Chief Labour Commissioner's organisation.
 - e) "Form" means a form appended to these Regulations.
2. Notice of Commencement: The Contractor shall, within SEVEN days of commencement of the work, furnish in writing to the Inspecting Officer of the area concerned the following information:
 - a) Name and situation of the work.
 - b) Contractor's Name and Address.
 - c) Particulars of the Department for which the work is undertaken.
 - d) Name and address of sub-contractor(s) as and when they are appointed.
 - e) Commencement and probable duration of the work.
 - f) Number of workers employed and likely to be employed.
 - g) "Fair wages" for different categories of workers.
3. i) Number of hours of work, which shall constitute a normal working day. The number of hours, which shall constitute a normal working day for an adult be NINE hours.

The working day of an adult worker shall be so arranged that inclusive of intervals, if any, for rest it shall not spread over more than twelve hours on any day. When an adult worker is made to work for more than NINE hours on any day or for more than FORTY EIGHT hours in any week he shall in respect of overtime work be paid wages at double the ordinary rate of wages.

- ii) Weekly day of rest: Every worker shall be given a weekly day of rest which shall be fixed and notified at least TEN days in advance. A worker shall not be required or allowed to work on the weekly rest day unless he has or will have a substituted rest day on one of the five days immediately before or after the rest day. Provided that no substitution shall be made which will result in the worker working or more than ten days consecutively without a rest day for a whole day.
- iii) Where in accordance with the foregoing provisions worker works on the rest day and has been given a substituted rest day he shall be paid wages for the work done on the weekly rest day at the overtime rate of wages.

NOTE: The expression "ordinary rate of wages" means the fair wage to which a worker is entitled to.



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4. Display of notice regarding wages, Weekly day of rest etc.

The Contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the works, notice in English and in the local Indian Language, spoken by majority of workers, giving the rate of fair wages. The hours of work for which such wages are payable the weekly rest days workers are entitled to and name and address of the Inspecting Officer. The Contractor shall send a copy each of such notices to the Inspecting Officers.

5. Fixation of Wage Periods: The Contractor shall fix wage periods in respect of which wages to its employees/workmen shall be payable. No wage period shall normally exceed one week.

6. Payment of wages:

- i) Wages due to every worker shall be paid to him direct. All wages shall be paid in current coins or currency or in both.
- ii) Wages of every worker employed on the contract shall be paid where the wage period is one week, within THREE days from the end of the Wage period; and in any other case before the expiry of the 7th day or 10th day from the end of the wage period according as the number of workers does not exceed 1,000 or exceeds 1,000.
- iii). When employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before expiry of the day succeeding the one on which his employment is terminated.
- iv) Payment of wages shall be made at the work site in presence of owner's representative on a working day except when the work is completed before expiry of the wages period, in which case final payment shall be made at the work site within 48 hours of the last working day and during normal time.

NOTE: The term "working day" means a day on which the work on which labour is employed, is in progress.

7. Register of workmen: A register of workmen shall be maintained in the form appended to these regulations and kept at the work site or as near to it as possible, and the relevant particulars of every workman shall be entered therein within THREE days of his employment.

8. Employment Card: The Contractor shall issue an employment card in the Form appended to these regulations to each worker on the day of work or entry into his employment. If a worker already has any such card with him issued by the previous employer, the Contractor shall merely endorse that Employment Card relevant entries. On termination of employment the Employment Card shall again be endorsed by the Contractor and returned to the worker.



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9. Register of Wages etc.

- i) A Register of Wages-cum-Muster Roll in the Form appended to these regulations shall be maintained and kept at the work site or as near to it as possible.
- ii) A wage slip in the form appended to these regulations shall be issued to every worker employed by the Contractor at least a day prior to disbursement of wages.

10. Fines Deductions which may be made from wages

Wages of a worker shall be paid to him without any deductions of any kind except the following:

- a) Fines:
 - b) Deduction for absence from duty, i.e. from the place of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - c) Deduction for damages to or losses of goods expressly entrusted to the employed person for custody, or for loss of money which he is required to account for, where such damage or loss is directly attributable to his neglect or default.
 - d) Deductions for recovery of advances or for adjustment of overpayment of wages, advance granted shall be entered in the register; and
 - e) any other deduction which the Corporation may from time to time allow.
- i. No fines shall be imposed on any worker save in respect of such acts and omissions on his part as have been approved by the Chief Labour Commissioner.
 - ii. No fine shall be imposed on a worker and no deductions for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
 - iii. The total amount of fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of wages payable to him in respect of that wage period.
 - iv. No fine imposed on a worker shall be recovered from him in instalments, or after expiry of sixty days from the date on which it was imposed. Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.
 - v. The Contractor shall maintain both in English and local Indian language a list approved by the Chief Labour Commissioner; clearly stating the acts and omissions for which penalty or fine may be imposed on a workman and display it in good condition in a conspicuous place on the work site.
 - vi. The contractor shall maintain a register of fines and the register of deductions for damage or loss in the forms appended to these regulations, which should be kept at the place of work.

11. Register of accidents: The contractor shall maintain a register of accidents and injuries in such form as may be convenient at the work place and the same shall include the following particulars.



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- a) Full particulars of the labourers who met with accident.
 - b) Rate of wages
 - c) Sex
 - d) Age
 - e) Nature of accident and cause of accident
 - f) Time and date of accident
 - g) Date and time when admitted in hospital
 - h) Date of discharge from the hospital
 - i) Period of treatment and result of treatment
 - j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
 - k) Claim required to be paid under Workman's Compensation Act.
 - l) Date of payment of compensation.
 - m) Amount paid with details of the person to whom the same was paid.
 - n) Authority by whom the compensation was assessed.
 - o) Remarks.
12. Preservation of Register: The Register of Workmen and the Register of Wages-cum-Muster Roll required to be maintained under these regulations shall be preserved for 3 years after the date on which the lost entry is made therein.
13. Enforcement: The Inspecting Officer shall either on his own motion or on a complain received by him carry out investigations, and send a report to the QWNER specifying the amounts representing workers dues and amount of penalty to be imposed on the contractor for breach of these regulations, that have to be recovered from the contractor, indicating full details of the recoveries proposed and the reasons thereof. It shall be obligatory on the part of the OWNER on receipt of such a report to deduct such amounts from payments due to the Contractor.
14. Disposal of amounts recovered from the Contractor: The Engineer-in-Charge shall arrange payment to workers concerned within FORTY FIVE days from receipt of a report from the Inspecting Officer except in cases where the contractor had made an appeal under Regulation 16 of these regulations. In case where there is an appeal, payment of workers dues would be arranged by the Engineer-in-Charge whenever such payments arise, within THIRTY days from the date of receipt of the decision of the Regional Labour Commissioner (R.L.C.)
15. Welfare Fund: All moneys that are recovered by the OWNER by way of workers dues which could not be disbursed to workers within the time limit prescribed above, due to reasons such as whereabouts of workers not being known, death of a worker etc. and also amounts recovered as penalty shall be credited to a Fund to be kept under the custody of the Corporation for such benefit and welfare of workmen employed by Contractors.
16. Appeal against decision of Inspecting Officer: Any person aggrieved by a decision of the Inspecting Officer may appeal against such decision to the Regional Labour Commissioner concerned within THIRTY days from the date of the decision, forwarding simultaneously a copy of his appeal to the OWNER. The decision of the Regional Labour Commissioner shall be final and binding upon the Contractor and the workmen.



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17. Representation of Parties:

- i) A workman shall be entitled to be represented in any investigation or enquiry under these Regulations by an Officer of a registered trade union of which he is a member or by an officer of a Federation of Trade Unions to which the said trade union is affiliated or where the workman is not a member of any registered trade union, by an officer of a registered trade union, connected with, or by any other workman employed in the industry in which the worker is employed.
 - ii) A contractor shall be entitled to be represented in any investigation or enquiry under these Regulations by an officer of an association of contractors of which he is a member or by an officer of a Federation of Association of Contractors to which the said association is affiliated or where the contractor is not a member of any association of contractors, by an officer of association of employers, connected with, or by any other employer engaged in the industry in which the contractor is engaged.
 - iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these Regulations.
18. Inspection of Books and other Documents: The Contractor shall allow inspection of the Registers and other documents prescribed under these Regulations by inspecting Officers and the OWNER or his authorised representative at any time and by the worker or his agent on receipt of due notice at a convenient time.
19. Interpretation etc: On any question as to the application, interpretation or effect of these Regulations, the decision of the Chief Labour Commissioner or Deputy Chief Labour Commissioner (Central) shall be final and binding.
20. Amendments: Central Government may, from time to time, add to or amend these Regulations and issue such directions, as it may consider necessary for the proper implementation of these Regulations or for the purpose of removing any difficulty, which may arise in the administration thereof.



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REGISTER OF WORKMEN
(Regulation No.7)

1. Name and address of the CONTRACTOR
2. Number and date of the Contract
3. Name and address of the Company awarding the Contract: NMDC Ltd., 10-3-311/A, Masab Tank, Hyderabad.
4. Nature of the Contract and location of the work.
5. Duration of the Contract.

Sl No.	Name and surname of the workers	Age and Sex	Father's/ Husband's Name	Nature of employment Designation	Permanent/and Home address of employee (Vill.Dist.Thana)	Present address	Date of commencement of employ-ment	Date of termi-nating or leav- ing employ-ment	Sig. or thumb impression of the employee	Remarks
1	2	3	4	5	6	7	8	9	10	11



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EMPLOYMENT CARD

(Regulation No.8)

1. Name and sex of the worker
2. Father/Husband's Name
3. Address
4. Age or Date of Birth
5. Identification Marks
6. Particulars of next of kin (wife, husband and children if any, or of dependent next of kin in case the worker has no wife/husband or child)

i) Name

ii) Full address of dependents
(Specify village, district and state)

1	2	3	4	5	6	7	8	9	10	11	12
S l. N o .	Name and address of the employer (specify whether contractor/subcontractor)	Particulars of location of work site and description of work done	Total period for which the worker employed (from to)	Actual no. of days worked	Leave taken (No. of days should be specified)	Nature of work done by the worker	Wage period	Wage rate with particulars of unit in case of piece work	Total wages earned by the worker during the period shown under (5)	R E M A R K S	S I M I L A R I T Y E R O F E M P L O Y E R

N.B: For a worker employed at one time on piece work basis and at another on daily wages, relevant entries in respect of each type of employment should be made separately.



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REGISTER OF FINES
(Regulation No. 10 (vii))

Sl. No.	Name	Father's Husband's Name	Sex	Depart- ment	Nature & dt. of the offence for which fine imposed	Whether worker showed cause against or not if so enter dt.	Rate of wages	Dt. And amount of fine imposed	Date which fine realised	Remarks
1	2	3	4	5	6	7	8	9	10	11



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**REGISTER OF DEDUCTIONS FOR DAMAGES OR LOSS CAUSED TO THE OWNER
BY THE NEGLIGENCE OR DEFAULT OF THE EMPLOYED PERSONS**

(Regulation No. 10 (vii))

Sl. No.	Name	Father's Husband's Name	Sex	Depart ment	Damage or loss caused with date	Whether worker showed cause against deduction if so enter dt.	Date amount of deduc- tion Imposed	Number of instal- ments if any realised	Date with total amount	Remarks
1	2	3	4	5	6	7	8	9	10	11



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WAGE SLIP
(Regulation No.9)

- i) Name of the CONTRACTOR
ii) Place
-

1. Name of the worker with father's/Husband's name
 2. Nature of employment
 3. Wage period
 4. Rate of wages payable
 5. Total attendance/Unit of work done
 6. Date of which overtime worked
 7. Overtime wages
 8. Gross wages payable
 9. Total deduction (including nature of deduction)
 10. Net wages payable
-

CONTRACTOR'S signature
Thumb impression

Employee's signature
Thumb impression



Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years.

GENERAL TECHNICAL CONDITIONS (GTC)



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25.	Equipment Bases
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GENERAL TECHNICAL CONDITIONS (GTC)

1.0 GENERAL

This part covers technical conditions pursuant to the Contract and will form an integral part of the Contract. The following provisions shall supplement all the detailed technical specifications and requirements brought out in the accompanying Technical Specifications. The contractor's proposal shall be based on the use of equipment and materials complying fully with the requirements, specified herein. It is recognised that the contractor may have standardised on the use of certain components, materials, processes or procedures different than those specified herein. Alternate proposals offering similar equipment based on the manufacturer's standard practice will also be considered provided such proposals meet the specified designs, standards and performance requirements and are acceptable to the Owner.

2.0 LIMIT OF CONTRACT

Equipment furnished shall be complete in every respect with all mountings, fittings, fixtures and standard accessories normally provided with such equipment and/or needed for erection, completion and safe operation of the equipment as required by applicable codes though they may not have been specifically detailed in the Technical Specification, unless included in the list of exclusions. All similar standard components/parts of similar standard equipment provided, shall be interchangeable with one another.

3.0 EQUIPMENT PERFORMANCE GUARANTEE

3.1 The performance guarantee of the equipment / system under the scope of the Contract are detailed separately in the **Technical Specifications (Volume-II) of tender document**. These guarantees shall supplement the general performance guarantee provision covered under GCC in Clause title "Guarantee".

4.0 ENGINEERING DATA

4.1 The furnishing of engineering data by the Contractor shall be in accordance with the schedule as specified in the Technical Specifications. The review of these data by the Owner will cover only general conformance of the data to the specifications and documents interfaces with the equipment provided under the specifications, external connections and of the dimensions which might affect plant layout. This review by the details of the equipment, material, any devices or items indicated or the accuracy of the information submitted. This review and/or approval by the Owner shall not be constrained by the Contractor, as limiting any of his responsibilities and liabilities for mistakes and deviations from the requirements, specified under these specifications and documents.

4.2 All engineering data submitted by the Contractor after final process including review and approval by the Owner/ Engineer in charge shall form part of the Contract Documents and the entire works covered under these specifications shall be performed in strict conformity, unless otherwise expressly stated by the Engineer in writing.



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5.0 DRAWINGS

- 5.1 All drawings submitted by the Contractor including those submitted at the time of bid shall be of sufficient detail to indicate the type, size, arrangement, weight of each component break-up for packing and shipment, the external connections, fixing arrangements required, the dimensions required for installation and interconnections with other equipment and materials, clearances and spaces required between various portions of equipment and any other information specifically requested in the specification.
- 5.2 Each drawing submitting by the Contractor shall be clearly marked with the name of Owner, the unit designation, the specifications title, the specification number and the name of the project. If standard catalogues pages are submitted the applicable items shall be indicated therein. All titles, notings, marking and writings on the drawing shall be in English. All dimensions shall be in metric units.
- 5.3 Copies of drawings returned to the Contractor will be in the form of a print with the Owner's Engineers marking.
- 5.4 The drawing submitted by the Contractor shall be reviewed by the owner as far as practicable within four (4) weeks of receipt and shall be modified by the Contractor if any modifications and/or corrections are required by the owner. The Contractor shall incorporate such modifications and/or corrections submit the final drawings for approval. Any delays arising out of failure by the Contractor to rectify the drawings in good time shall not alter the contract completion date.
- 5.5 The drawings sent for approval to the Owner shall be in five (5) copies. One print of such drawings will be returned to the Contractor by the Owner marked approved / not approved / approved 'with corrections'. The Contractor shall thereupon furnish the Owner with six prints and one reproducible of the original of the drawings after incorporation of all corrections.
- 5.6 Further work by the Contractor shall be in strict accordance with these drawings and no deviation shall be permitted without the written approval of the Owner.
- 5.7 The Contractor may make changes in the design which are necessary to make the equipment conform to the provisions and intent of the Contract but such changes will again be subject to approval by the Owner. Approval of Contractor's drawings or work by the Owner shall not relieve the Contractor of any of his responsibilities and liabilities under the Contract and the Contractor shall remain wholly responsible for any error in his drawings and documents, approved or otherwise.
- 5.8 Drawings shall include all installation and detailed piping drawings wherever applicable.
- 5.9 Finalised layout and GA drawings with sections and certified foundation outline drawings including dimensional anchor/foundation bolt location plans and loading drawings with drawings for foundation if any anchor bolts and inserts/ embedments shall be furnished by the Contractor to the owner



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6.0 INSTRUCTIONS MANUALS

- 6.1 The Contractor shall supply to the Owner following documents at least one month before the expiry of the three fourth of the delivery period of the equipment.
- 6.2 Six sets of Erection Manual complete with descriptive literature and drawings to illustrate the method of assembly and dismantling and instructions for proper erection, balancing, alignment, checking and calibration as may be necessary.
- 6.3 One reproducible and five (5) copies of Maintenance Manuals complete with lubrication charts showing every point requiring lubrication, grade of lubricant, schedule of lubrication and where necessary correct amount and grade of oil or grease necessary for refill after drainage.
- 6.4 One reproducible and five (5) copies of Operating Manuals complete with all details necessary to ensure proper procedure with sequence of operation and safety instructions.
- 6.5 Six (6) sets of lists of suppliers for all bought out items.
- 6.6 If after the commissioning of the plant, the operation and Maintenance Manuals require any modifications, the same shall be incorporated and the updated manuals in the form of one reproducible original and five (5) copies each shall be furnished by the Contractor to the Owner.

7.0 FIRST FILL OF CONSUMABLES, OILS AND LUBRICANTS

All the first fill of consumable such as oils, lubricants and essential chemicals for pickling etc, which will be required to put in the equipment covered under the scope of the specifications up to successful commissioning shall be furnished by the contractor. Equipment shall be lubricated by systems designed for continuous operation. Lubricant level indicators shall be furnished and marked to indicate proper levels under both stand-still and operating conditions. The first fill of oils, lubricant, fuel etc. to be supplied shall include at least 10% extra quantities to cover the wastages/breakage during transportation, storage, handling, erection etc.

8.0 MANUFACTURING SCHEDULE

The Contractor shall submit to the Engineer his delivery schedule for all equipment within 15 days from the date of the Letter of award of contract. Such schedules shall be reviewed, updated and submitted to the Engineer, once every month thereafter by the Contractor. Materials and equipments proposed to be purchased from outside suppliers shall be separately identified and schedules thereof shall be also submitted.



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9.0 REFERENCE STANDARDS

9.1 The Codes and/or standards referred to in the specifications shall govern, in all cases wherever such references are made. In case of a conflict between such codes and/or standards and the specifications, the latter shall govern. Such codes and/or standards referred to shall mean the latest revisions, amendments/changes adopted and published by the relevant agencies. In case of any further conflict in this matter, the same shall be referred to the Engineer whose decision shall be final and binding.

9.2 Other internationally acceptable standards which ensure equal or higher performance than those specified shall also be accepted.

10.0 DESIGN IMPROVEMENTS

10.1 The Owner or the Contractor may propose changes in the specification of the equipment or quality thereof for effecting improvements in design and if the parties agree upon any such change the specification shall be modified accordingly.

10.2 If any such agreed upon change is such that it affects the price and schedule of completion, the parties shall agree in writing as to the extent of any change in the price and/or schedule of completion before the Contractor proceeds with the change. Following such agreement, the provision thereof shall be deemed to have been amended accordingly. NMDC's decision in this regard shall be final and binding.

11.0 QUALITY ASSURANCE

11.1 Quality Assurance Programme

To ensure that the equipment and services under the scope of this Contract whether manufactured or performed at the Contractor's work or at his Sub-contractor's premises or at the Owner's site or at any other place of work are in accordance with the specifications, the Contractor shall adopt suitable quality assurance programme to control such activities at all necessary points. Such programme shall be outlined by the Contractor and shall be finally accepted by the Owner after discussions before the award of Contract. A quality assurance programme of the Contractor shall generally cover the following:

11.1.1 His organisation structure for the management and implementation of the proposed quality assurance programme.

11.1.2 Documentation control system

11.1.3 Qualification data for bidder's key personnel

11.1.4 The procedure for purchase of materials, parts, components and selection of subcontractor's services including vendor analysis, source inspection, incoming raw material inspection, verification of materials purchased etc.



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- 11.1.5 System for shop manufacturing and process controls and fabrication and assembly controls
- 11.1.6 Control of non-conforming items and system for corrective actions
- 11.1.7. Inspection and test procedure both for manufacture and field activities
- 11.1.8 Control of calibration and testing of measuring and testing equipment
- 11.1.9 System for indication and appraisal of inspection status
- 11.1.10 System for quality audits
- 11.1.11 System for authorising release for manufactured product to the Owner
- 11.1.12 System for maintenance of records
- 11.1.13 System for handling storage and delivery; and
- 11.1.14 A quality plan detailing out the specific quality control procedure adopted for controlling the quality characteristics relevant to each item of equipment furnished.
- 11.2 **Quality Assurance Documents (as applicable)**
 - The Contractor shall be required to submit the following Quality Assurance Documents within four weeks after despatch of the equipment.
 - 11.2.1. All non-destructive examination procedure, stress relief and weld repair procedure actually used during fabrication
 - 11.2.2 Welder and welding operator qualification certificates
 - 11.2.3 Welder identification list, listing welder's and welding operator's qualification procedure and welding identification symbols
 - 11.2.4 Material mill test reports on components as specified by the specification.
 - 11.2.5 The inspection plan with verification, inspection plan check points, verification sketches, if used, and methods used to verify that the inspection and testing points in the inspection plan were performed satisfactorily
 - 11.2.6 Sketches and drawings used for indicating the method of traceability of the radiographs to the location on the equipment
 - 11.2.7 All non-destructive examination result reports including radiography interpretation reports



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- 11.2.8. Stress relief time temperature charts
- 11.2.9 Factory test result for testing required as per applicable codes and standard referred in the specifications
- 11.2.10 The Owner or his duly authorised representative reserves the right to carryout Quality Audit and Quality Surveillance of the systems and procedures of the contractor his vendor's Quality Management and Control Activities.

12.0 **ENGINEER'S SUPERVISION**

- 12.1 To eliminate delays and avoid disputes and litigation it is agreed between the parties to the Contract that all matters and questions shall be referred to the Engineer and his decision shall be final.
- 12.2 The work shall be performed under the direction and supervision of the Engineer. The scope of the duties of the Engineer, pursuant to the Contract, will include but not be limited to the following:
 - 12.2.1 Interpretation of all the terms and conditions of these documents and specifications;
 - 12.2.2 Review and interpretation of all the Contractor's drawings, engineering data etc.
 - 12.2.3 Witness or authorise his representative to witness tests and trials either at the manufacturer's works or at site, or at any place where work is performed under the Contract.
 - 12.2.4 Inspect, accept or reject any equipment, material and work under the Contract.
 - 12.2.5 Issue certificate of acceptance and/or progressive payment and final payment certificates.
 - 12.2.6 Review and suggest modifications and improvements in completion schedules from time to time.
 - 12.2.7 Supervise the quality assurance programme implementation at all stages of the works.

13.0 **INSPECTION, TESTING AND INSPECTION CERTIFICATE**

- 13.1 The Owner/Engineer, their duly authorised representatives and/or any inspection agency acting on behalf of the Owner (hereinafter referred to as Inspector) shall have at all reasonable times access to the Contractor's premises or works and shall have the power at all reasonable times to inspect and examine the materials and workmanship



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of the Works during its manufacture and if part of the works is being manufactured or assembled at other premises or works, the Contractor shall obtain for the inspector permission to inspect as if the Works were manufactured or assembled on the Contractor's own premises or works.

- 13.2 The Contractor shall give the Inspector three (3) weeks written notice of any material being ready for testing. Such tests shall be to the Contractor's account except for the expenses of the Inspector. The Inspector, unless witnessing of the tests is virtually waived, will attend such tests within fifteen (15) days of the date on which the equipment is notified as being ready for test/ inspection, failing which the Contractor may proceed with the test which shall be deemed to have been made in the Inspector's presence and he shall forthwith forward to the Inspector duly certified copies of tests in triplicate.
- 13.3 The Inspector shall within fifteen (15) days from the date of inspection as defined herein give notice in writing to the Contractor of any objection to any drawings and all or any equipment and workmanship which in his opinion is not in accordance with the Contract. The Contractor shall give due consideration to such objections and shall either make the modifications that may be necessary to meet the said objections or shall confirm in writing to the inspector giving reasons therein as to why no modifications are necessary to comply with the Contract.
- 13.4 When the factory tests have been completed at the Contractor's or Sub-Contractor's work, the Inspector shall issue a certificate to this effect within fifteen (15) days after completion of tests but if the tests are not witnessed by the Inspector, the certificate shall be issued within fifteen (15) days of the receipt of the Contractor's Test certificate by the Inspector. Failure of the inspector to issue such a Certificate shall not prevent the Contractor from proceeding with the works. The completion of these tests or the issue of the certificate shall not bind the Purchaser / Owner to accept the equipment should it, on further tests after testing, be found not to comply with the Contract.
- 13.5 In all cases where the Contract provides for tests whether at the premises or works of the Contractor or of any sub-contractor, the Contractor shall provide free of charge such items as labour, materials, electricity, fuel, water stores, apparatus and instruments as may be reasonably demanded by the inspector to carryout effectively such tests of the equipment in accordance with the Contract and shall give facilities to the inspector to accomplish testing.
- 13.6 The inspection by inspector and issue of inspection certificate thereon shall in no way limit the liabilities and responsibilities of the Contractor in respect of the agreed quality assurance programme forming a part of the Contract. The Contractor shall remain solely responsible for the accuracy, quality and completeness of his work and supply.
- 14.0 **TESTS**
- 14.1 **Pre – commissioning:**
- 14.1.1 On completion of erection of the equipment (including Owner's supplied equipments, if any as per contract) and before the start-up, equipment shall be inspected by the Owner/Engineer and the Contractor for correctness and completeness of installation



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and acceptability of start-up, tending to initial pre-commissioning tests at site. The list of pre-commissioning tests to be performed shall be as mutually agreed and included in the Contractor's quality assurance programme.

14.1.2 The Contractor's Engineers for commissioning and start-up specifically identified shall carry out all the pre-commissioning tests at site. On completion of inspection, checking and after the pre-commissioning tests are satisfactorily over, the complete equipment shall be placed on initial operation during which period the complete equipment shall be operated Integral with sub-system and supporting equipment as a complete plant as referred to hereinafter as 'system'.

14.2 **Testing, Commissioning, Acceptance of System / Performance Guarantee etc.:**

For details on the above including the specific tests to be conducted on equipment / system, please refer Vol-II of Tender Document (Scope of Work and Technical Specifications) along with pertinent procedural details given in Special Conditions of Contract (SCC).

14.3 **Taking Over:**

Upon successful commissioning of the plant, the owner shall issue to the contractor a commissioning certificate after which the plant will be taken over by the owner for Commercial Operation. However, such certificate will not relieve the contractor of any of his guarantees and other obligations which survive by the terms and conditions of the contract after issuance of such certificate.

15.0 **TEST CODES**

The provisions outlined in the international and Indian approved equivalents shall generally be used as a guide for all the above test procedures unless otherwise specified in the Technical Specifications.

16.0 **PACKING AND TRANSPORTATION**

16.1 All the equipment shall be suitably protected, coated, covered or boxed and crated to prevent damage or deterioration during transit, handling and storage at Site till the time of erection. While packing all the materials, the limitations from the point of view of availability of railway wagon sizes in India should be taken into account. The contractor shall be responsible for any loss or damage during transportation, handling and storage due to improper packing.

16.2 The Contractor has option to transport the plant and equipment either by road or by railways, after notifying the Owner the mode of transportation.

17.0 **PROTECTION**

All coated surfaces shall be protected against abrasions, impact, discolouration and any other damages. All exposed threaded portions shall be suitably protected with either a metallic or a non-metallic protecting device. All ends of all valves and pipings



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and conduit equipment connections shall be properly sealed with suitable devices to protect them from damage. The parts which are likely to get rusted, due to exposure to weather shall also be properly treated and protected in a suitable manner. All mating surfaces and journals shall be protected by a rust-inhibiting coat.

18.0 PRESERVATIVE SHOP COATING

Preservative shop coating shall be rendered as specified in the General Specification for Painting.

19.0 PROTECTIVE GUARDS

Suitable guards shall be provided for protection of personnel on all exposed rotating and/or moving machine parts. All such guards with necessary spares and accessories shall be designed for easy installation and removal for maintenance purposes.

20.0 DESIGN CO-ORDINATION

The Contractor shall be responsible for the selection and design of appropriate equipment to provide the best co-ordinated performance of the entire system. The basic design requirements are detailed out in Technical Specifications. The design of various components, sub/assemblies and assemblies shall be so done that it facilitates easy field assembly and maintenance. All the rotating components shall be so selected that the natural frequency of the complete unit is not critical at or close to the operating range of the unit.

21.0 CO-ORDINATION MEETING

The Contractor will be called upon to attend co-ordination meetings with the Owner/Engineer, other Contractors and the Owner during the period of Contract. The contractor shall attend such meetings at his own cost at Hyderabad or at any other venue notified by the Owner as and when required and fully co-operate with such persons and agencies involved during those discussions.

22.0 TOOLS AND TACKLES

The scope of supply of the equipment shall include one (1) complete set of all special tools and tackles required for the erection, assembly, dis-assembly and maintenance of the equipment. These tools and tackles shall be separately packed and supplied at site.

23.0 COMMISSIONING SPARES

The Contractor shall make arrangements for an adequate inventory at Site of necessary commissioning spares prior to commissioning of the equipments supplied and erected so that any damage or loss during the commissioning activities until successful completion of commissioning test necessitating the requirements of spares will not come in the way of timely completion of the Works under the Contract.



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24.0

NOISE LEVEL

The equivalent "A" weighed sound level measured at a distance of 1.5 metres above floor level in elevation and one metre horizontally from the base of any equipment furnished and installed under these specifications, expressed in decimals to a reference of 0.0002 microbar, shall not exceed 85 dBA.

25.0

EQUIPMENT BASES

A cast iron or welded steel base plate shall be provided for all rotating equipment which is to be installed on a concrete base unless otherwise agreed to by the Engineer. One common base plate shall support the unit and its drive assembly and shall be of a neat design with pads for anchoring the units, shall have a raised lip all around and shall have threaded drain connections.

26.0

RATING PLATES, NAME PLATES AND LABELS

26.1

Each main and auxiliary items of plant is to have permanently attached to it in a conspicuous position a rating plate of non-corrosive material upon which is to be engraved the manufacturer's name, equipment type or serial number together with details of the loading conditions under which the item of plant in question has been designed to operate and such diagram plates as may be required by the Engineer.

26.2

Each item of plant is to be provided with a name plate or label designating the service of the particular equipment. The inscriptions are to be approved by the Engineer unless already detailed in the appropriate sections of the Technical Specifications.

26.3

Such name plates or labels are to be of white non-hygroscopic material with engraved black letter or, alternatively, in the case of indoor circuit breakers, starters etc. of transparent plastic material with suitably coloured lettering engraved on the back.

26.4

Items of plant such as valves, which are subject to handling, are to be provided with an engraved chromium plated name plate or label with engraving filled with enamel.

26.5

All such name plates, instruction plates, lubrication charts etc. shall be bilingual with Hindi inscription first, followed by English. Alternatively, two separate plates one with Hindi and other with English inscriptions shall be provided.



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SPECIAL CONDITIONS OF CONTRACT (SCC)



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SPECIAL CONDITIONS OF CONTRACT (SCC)

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SPECIAL CONDITIONS OF CONTRACT (SCC)

Special conditions of contract shall be read in conjunction with Notice Inviting Tender, Instructions to Tenderers, General Conditions of Contract, General Technical Conditions etc. along with scope of work & technical specifications, bill of quantities, drawings and/or other supplementary documents detailing the work.

Provided that where any provisions of the General Conditions of Contract are repugnant to or at variance, unless a different intention appears, the provisions of the special conditions of contract shall be deemed to override the provisions of the General Conditions of the contract and shall to the extent of such repugnance of variation prevail.

1.0 TIME SCHEDULE

1.1 The Tenderer shall include in his offer programme for furnishing the equipment covered under this tender. The programme shall be in the form of a Bar chart and shall identify the various activities like design, engineering, procurement, manufacturing, fabrication and testing of the equipment, supply, erection and commissioning including associated civil & structural works, if any, as per the given scope of work and specifications.

Sl. No.	Activity	Duration in months from the date of issue of letter of award of contract	
		Start date	Finish date
01.	Finalisation of general arrangement drawings		
02.	Completion of supply of all equipment at site		
03.	Commencement to completion of civil & structural works.		
04.	Commencement to completion of Erection and commissioning		
05.	Start – up, trial run & commissioning of the system		
06.	Performance guarantee tests		

1.2 Within one month of issue of award, contractor shall submit, for review and approval, detailed network schedules based on the Master Network (mutually agreed by the Owner and Contractor) to the Engineer showing the logic and duration of activities in the following areas.



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- 1.2.1 Design, detailed engineering, procurement (including bought out items and raw materials), manufacture, shop inspection, testing despatch/shipment, erection, commissioning.
- 1.2.2 Inputs required from Owner for smooth and timely execution of Contract and also major data/ information to be submitted by contractor for further related engineering to be done by Owner are to be identified in the network based on details finalised during post Tender discussions. After approval of the detailed network schedule, Contractor shall submit one reproducible with sufficient number of prints as desired by Owner for Master Network as well as detailed network.
- 1.3 The Contractor shall submit within 30 days from date of notification of award, a master list of drawings incorporating the schedule date of submissions; The schedule of submission should match with the manufacturing programme submitted in the detailed networks schedules. The list shall be updated every two months reflecting the additions/deletions during the period.
- 1.4 The Contractor shall submit to the Owner his manufacture, despatch and delivery at site schedules for all equipments within sixty (60) days from the date of issue of the notification of award. Such schedules shall be in line with the detailed network for all phases of the work of the contract. Such schedules shall be reviewed, updated and submitted to the Owner, once every two months thereafter, by the Contractor. Schedules shall also include the materials and equipments purchased from outside suppliers.
- 1.5 The Contractor shall submit to the Owner/Engineer the detail billing schedule within 60 days after the issue of notification of award, for approval. Additions/ deletions to this Billing schedule during detailed engineering shall also be submitted within 2 weeks of the approval of the drawings.
- 1.6 Within one week of approval of the Network schedule, the contractor shall forward to the Owner copies of the computers initial run data. The type of output and number of copies of each type to be supplied by the contractor shall be determined by the Owner.
- 1.7 The network schedule shall be updated at a frequency mutually agreed upon for the purpose of progress, monitoring. But for the purpose of identification of Contractor's Contractual liability the agreed Master network and detailed network schedules referred above shall only be applicable.
- 1.8 Monthly review meeting shall be held for review of the progress and identification of necessary corrective actions, wherever possible at the works wherein the major items of the plant of equipment are being manufactured at a mutually agreed venue. The meeting will be attended by the Engineer and responsible representatives of the Contractor that the Engineer considers necessary for the meeting. The Contractor shall be responsible for minuting the proceedings of the meeting, with the concurrence of the Owner, a report of which shall reach the Engineer not later than seven (7) days after the meeting.



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1.9 Access to the Contractor's and Sub-Vendor's/ Sub-Contractor's works shall be granted to the Engineer at all reasonable times for the purpose of ascertaining the progress.

1.10 **PROGRESS REPORTS**

During execution of the Contract/manufacture the Contractor shall furnish monthly progress reports to the Engineer in a format as specified by the Owner, indicating the progress achieved during the month, and total progress upto the month as against scheduled and anticipated completion dates in respect of activities covered in programmes/schedules referred above. If called for by the Owner, Contractor shall also furnish to the Owner, resources data in a specified format and time schedule. The Contractor shall also furnish any other information necessary ascertain progress, as and when called for by the Owner. The progress reports shall cover Engineering, Manufacture, vendor approval, status of manufacture / supplies (including bought out items), the activities and hold up etc. and shall be submitted in six (6) copies each.

2.0 **INSPECTION**

2.1 Inspection and testing at the manufacturer's works shall be in an agreed manner. The contractor shall present sufficient documentary evidence that the materials used in the manufacture of the equipment will meet the requirements of specifications. With respect to materials used for construction such as structural steel, mild steel, cast iron, cast steel etc. the contractor shall produce requisite test certificate along with specifications and test pieces on which tests were carried out by the manufacturer. At the time of examination with respect to large castings and forging, the contractor shall arrange for necessary X-ray/Ultrasonic tests to be carried out at his own cost. Should the contractor be himself not in a position to carry out the tests, he shall arrange to get them tested by Government approved test houses and the cost of such tests shall be to the contractor's account.

2.2 The Owner or his duly authorised representative shall have the right to be present when the tests are carried out by the Contractor. If called for samples shall become the Owner's property. Before any assembly the contractor shall notify the Owner as to the progress of the work in order that the inspection and/or tests can be carried out as may be required to ascertain, without prejudice to the Contractor's liability, whether materials and other services are in conformity with the requirements.

2.3 The complete equipment, assembly and major sub-assemblies shall be shop tested before despatch. The Contractor shall give reasonable notice as may be acceptable to the Owner but not less than fifteen (15) days in advance of any equipment/assembly/major sub-assemblies being ready for testing, specifying the period likely to be required for such testing, and the owner or his authorised representative shall attend and witness the testing as soon as possible. Failing such visit, the Contractor shall proceed with the test.

2.4 In all cases, where examination, inspection and testing are to be carried out whether at the premises of the Contractor or Sub-Contractor's works, the contractor except where otherwise specified shall provide free of charge to the Owner or his duly authorised representative such labour, materials, electricity, fuel, water, stores, apparatus and



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instruments as may be reasonably required to carry out efficiently such tests and shall give facilities to the Owner or his representative to witness such testing.

- 2.5 When the tests have been satisfactorily completed at the Contractor's or sub-supplier's works, the owner or his authorised representative will issue a certificate to that effect. If final certificate cannot be issued, preliminary and a provisional certificate shall be issued. No equipment/ assembly/major sub-assembly shall be despatched before such certificates have been issued by the Owner. The satisfactory completion of these tests on the issue of certificates shall not bind the Owner to accept the machine should it on further tests after testing be found not to comply with the contract.

3.0 **TERMS OF PAYMENT**

3.1 **PAYMENT**

The payment to the contractor for the performance of the works under the contract will be made by the owner as per the conditions specified herein. All payments made during the contract shall be on account payments only. The final payment will be made on completion of all the works and on fulfilment by the contractor of all his liabilities under the contract.

3.2 **CURRENCY OF PAYMENT**

All payments under the Contract shall be in Indian Rupees only.

3.3 **DUE DATES FOR PAYMENT**

Owner will make progressive payment as and when the payment is due as per the terms of payment set forth herein. Payment will become due and payable by the Owner within thirty (30) days from the date of receipt of contractor's Bill/Invoice/Debit Note/Other relevant documents by the Owner, provided the documents submitted are correct and complete in all respects.

3.4 **BILL FOR PAYMENTS**

- 3.4.1 The Contractor shall submit bill for payment in the prescribed proforma of the Owner. Proforma for bill for payment is enclosed as Annexure - A to this Terms of payment.

- 3.4.2 Each such bill shall state the amount claimed and shall set forth in detail, in the order of Billing Schedule, particulars of the supply and of the equipment brought on to the site pursuant to the contract upto the date mentioned in the bill and for the period covered since the last preceding certificate, if any.

- 3.4.3 Every interim payment certificate shall certify the Contract value of the works executed upto the date mentioned in the bill for the payment certificate, provided that no sum shall be included in any interim payment certificate in respect of the works that, according to the decision of the Engineer, does not comply with the contract, or has been performed, at the date of certificate prematurely.



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3.5 DEDUCTION OF INCOME TAX AND OTHER LEVIES

The payment due on receipt of equipment and materials, and those for the erection and construction portion of the works shall be made after deduction of Income Tax and other levies as applicable.

The GST TDS if any required by employer to be made under GST Act or rules made thereunder shall be deducted at such rate as may be specified with effect from such date as notified, from the invoice of the contractor.

3.6 TERMS OF PAYMENTS

Subject to any deductions that may be made as per the contract, the Contractor shall be entitled to receive the contract price in the following manner as per approved billing schedule.

A. Payment against Plant Construction Works on turnkey basis:

3.6.1 Supply: Payment terms - (Price Schedule-A-Section-I of Price Schedule Format)

3.6.1.1 **75%** of the *Supply price (Basic Price)* as per approved billing schedule **and 100% Goods and Services Tax (GST)** will be paid against following dispatch documents and receipt at site / project stores and certification by Owner:

- a) Clear lorry receipt / Delivery Challan
- b) Invoice (GST Compliant)
- c) Packing list
- d) Test certificate
- e) Pre-dispatch inspection certificate / waiver of Inspection, by NMDC.
- f) Warranty certificate
- g) Dispatch clearance certificate issued by NMDC.

Contractor agrees that any retention money withheld from any invoice towards security against the obligation due from the contractor i.e., final completion certificate, commissioning certificate etc., and payment for such invoice be regarded as fully discharged for the purpose of GST.

3.6.1.2 **20%** of the supply price will be released after successful commissioning of the entire system. This Payment will be released against submission of following documents:

- a) Signed commercial Invoice -3 copies
- b) Successful Commissioning certificate from owner at site regarding successful erection and commissioning

3.6.1.3 **5%** of the supply price (*final payment*) shall be paid on successful completion of PG Tests and final acceptance of the system by NMDC and all completed documentation including as built drawings as certified by Owner.



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3.6.2 Erection and Commissioning–Payment Terms- (Price Schedule-A-Section-II of Price Schedule Format)

3.6.2.1 **85 % of the Erection Price (*Basic price*) of the equipment and 100% Goods and Services Tax (GST)** will be paid as per approved billing schedule on prorata basis after issue of certificate by the owner

Contractor agrees that any retention money withheld from any invoice towards security against the obligation due from the contractor i.e., final completion certificate, commissioning certificate etc., and payment for such invoice be regarded as fully discharged for the purpose of GST.

3.6.2.2 **10 % of the erection price shall be paid along with payment due under clause 3.6.1.2**

3.6.2.3 **5 % of the erection price shall be paid along with payment due under clause 3.6.1.3**

3.6.3 Civil works -Payment Terms-(Price Schedule A- Section-III of Price Schedule Format)

3.6.3.1 **85% payment (*Basic price*) and 100% Goods and Services Tax (GST)** shall be made as per approved billing schedule on pro rata basis as per the works executed.

Contractor agrees that any retention money withheld from any invoice towards security against the obligation due from the contractor i.e., final completion certificate, commissioning certificate etc., and payment for such invoice be regarded as fully discharged for the purpose of GST.

3.6.3.2 **10% payment shall be made along with payment due under clause 3.6.1.2**

3.6.3.3 **5 % payment shall be made along with payment due under clause 3.6.1.3**

3.6.4 Liaisoning Charges - Payment Terms-(Price Schedule -A- Section-IV of Price Schedule Format)

90% payment (*Basic price*) and 100% Goods and Services Tax (GST) on successful commissioning of the entire system and remaining **10%** after successful completion of PG tests.

Contractor agrees that any retention money withheld from any invoice towards security against the obligation due from the contractor i.e., final completion certificate, commissioning certificate etc., and payment for such invoice be regarded as fully discharged for the purpose of GST.



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Notes:

Regarding payments against Commissioning Certificate / FAC: In case of abnormal delays in issue of Commissioning Certificate / FAC for reasons not attributable to the contractor, the corresponding amount will be released against BG(s) of equivalent value and for a period mutually agreed, as indicated below:

- a) If commissioning of the system cannot be taken up for a period more than **3 months** after issue of 'Preliminary Acceptance Certificate' due to reasons not attributable to the Contractor, then payment against commissioning may be released against a bank guarantee valid up to actual completion date of successful commissioning.
- b) If Performance Guarantee Tests cannot be taken up for a period more than **6 months** after issue of 'Commissioning Certificate' due to reasons not attributable to the Contractor, then payment against Performance Guarantee Tests may be released against a bank guarantee valid up to the successful completion of Performance Guarantee tests.

These BGs are additional and over & above any other BGs to be submitted for any other reason.

B. Payment against O & M Works – (Price Schedule -B-COMC):

100% of the O&M price including Goods and Services Tax (GST) on pro-rata basis for every quarter against Quarterly running bills, subject to guarantee performance and availability as per relevant clauses.

3.7.1 Paying Authority:

Head of Finance Dept., Bailadila Iron Ore Mine, Bachel Complex,

3.7.2 Executing Authority:

Head of Project, Bailadila Iron Ore Mine, Bachel Complex,

3.8 INSURANCE

- a) The CONTRACTOR at his own cost shall be responsible and take a comprehensive Insurance Policy for "transit-cum-storage-cum-erection" in the joint name of the Head of Project (HOP) / Project Manager/ Unit Head of NMDC, for value to be approved by NMDC covering all risks and liabilities for supply on FOR site basis, storage at site upto erection, testing & commissioning and handing over of the Plant to NMDC. The CONTRACTOR shall also take insurance for Third Party Liability covering loss of human life (engineers and workmen not belonging to CONTRACTOR) and also covering the risks of damage of other's material/ equipment/ properties during execution of the Contract. However, the value of third-party liability for compensation for loss of human life and damage of equipment/property shall be subject to the approval of owner
- b) The CONTRACTOR shall ensure that the insurance coverage is obtained to take care of future cost escalation and variation in taxes & duties during the tenure of the Contract. The CONTRACTOR shall, if necessary, also enhance and extend the insurance coverage till completion of the work and handing over of the unit.



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- c In order to maintain adequate cover under comprehensive transit-cum- storage-cum-erection insurance, the CONTRACTOR shall fulfill the necessary requirement/obligations of the Insurance Company including provisions of adequate firefighting facilities, watch & ward etc.
- d The CONTRACTOR shall also arrange Accident Insurance Policy for his personnel deputed to site including a separate policy as per Workmen's Compensation Act.

4.0 DESPATCH SCHEDULE

- 4.1 The CONTRACTOR shall prepare and submit in triplicate detailed despatch schedule for the Plant and Equipment to be despatched to the project within one (1) month of the effective date of Contract which shall be approved by the owner. The delivery schedule shall indicate the breakdown of the complete Plant into shipment units with approximate weights and dimensions and the respective dates in the logical sequence of erection upon which such units will be despatched from the CONTRACTOR's and/or its SUB-CONTRACTOR's works within the overall delivery schedule of the Contract. This shall not absolve the CONTRACTOR from his responsibilities for any delay.
- 4.2 All consignments shall be dispatched by road and the CONTRACTOR shall ensure that the following is observed by himself and the SUB-Contractors:
 - i) Identify and obtain the correct type of trucks/trailors, keeping in view the nature of consignments to be dispatched.
 - ii) Take care to avoid all possible chances of damages during transit and to ensure that all packages are firmly secured.
 - iii) The consignee for dispatches shall be clearly marked to the CONTRACTOR at his site address.

5.0 ACCEPTANCE OF THE UNIT

[Specific details shall be as per Vol-II (Technical Specifications and Scope of Work). However certain procedural details are indicated below]

5.1 Preliminary Acceptance

- 5.1.1 On completion of erection of the plant & equipment, preliminary acceptance tests shall be taken up by the CONTRACTOR to prove that the unit has been supplied as per the Contract and after erection is fit to be started up and commissioned.
- 5.1.2 No- Load Tests shall be performed on the individual Sub-assemblies of the unit and also for the system and shall be designed to conduct the systematic check of the components and of the functional operation thereof.
- 5.1.3 Tests shall be conducted by the CONTRACTOR as per contract specifications under his sole responsibility and employing his personnel. Results of tests shall be recorded jointly by the CONTRACTOR and the owner. The CONTRACTOR shall handover all the test certificates obtained by them during execution of the work.



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- 5.1.4 A detailed programme of tests shall be drawn up by the CONTRACTOR and shall be subject to the approval of the owner. Such programme may be revised and adjusted as may be required by the owner during the test run.
- 5.1.5 On successful completion of Preliminary Acceptance Tests and liquidation of the defects list, Preliminary Acceptance Certificate shall be issued by the owner
- 5.1.6 Inspection and approval of installation of statutory authorities like electrical Inspectorate/CEA etc. shall be obtained by the CONTRACTOR before issue of Preliminary Acceptance Certificate.
- 5.2 Start -up & Successful Commissioning:**
- 5.2.1 Within 30 days from the date of issue of Preliminary Acceptance Certificate, the CONTRACTOR shall start-up and commission the unit in an integrated manner under his sole responsibility.
- 5.2.2 The OWNER shall, for the purpose of start-up and commissioning, associate his operating personnel as may be available with him for normal operation under the guidance of the CONTRACTOR.
- 5.2.3 The CONTRACTOR shall rectify the defects observed during commissioning.
- 5.2.4 Results of start-up tests and commissioning shall be recorded jointly by the CONTRACTOR and owner
- 5.2.5 On completion of start-up & successful commissioning and liquidation of defects observed, the owner shall issue the commissioning certificate. However, such certificate will not relieve the contractor of any of his guarantees and other obligations which survive by the terms and conditions of the contract after issuance of such certificate.
- 5.2.6 The unit shall be deemed to be taken over physically by NMDC when:
- a) Commissioning certificate as per Clause 5.2.5 has been issued by the owner
 - b) The CONTRACTOR has submitted all final documents in compliance with the provisions of this Contract.
 - c) The CONTRACTOR has supplied the spares for operation and maintenance as per contract.
 - d) The CONTRACTOR has met to the satisfaction of the OWNER all the objections/ observations, if any.

However, the CONTRACTOR shall be responsible for maintenance of the system as per the guarantee provisions mentioned in the tender specification (including O&M during the performance guarantee test period following the commissioning as per contract).



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5.3 Performance Guarantee Test:

- a.) The Contractor shall conduct the operation of the system during the performance tests as per approved methodology and shall take full responsibility of the operations.
- b.) The CONTRACTOR shall guarantee performance of the Plant & Equipment in accordance with the performance guarantee parameters as per Technical Specification. The final tests to demonstrate the performance guarantee shall be conducted at site, by the Contractor in association with the Owner. Such tests will be completed within the original stipulated period as per contract after successful Commissioning. Any extension of time beyond the original stipulated period shall be mutually agreed upon.

The CONTRACTOR shall also demonstrate and establish performance guarantee for the system and achieve performance guarantee parameters as indicated in technical Specifications and the system shall be considered to have performed satisfactorily when it meets the parameters specified in Technical specifications- Vol II of tender document.

- c.) Performance guarantee test shall be held only after removing/rectifying any/all deficiencies of the system.
- d.) Details of performance guarantee tests and methods of computation of performance values shall be as given in technical Specification.
- e.) The CONTRACTOR shall supervise and direct the operation during performance tests and shall take full responsibility in this regard.
- f.) During performance guarantee tests, NMDC shall associate necessary operating and maintenance personnel and the CONTRACTOR shall extend necessary co-operation.
- g.) The CONTRACTOR shall provide and install all measuring instruments required for checking the guaranteed performance which are not included among the permanent measuring instruments of the Unit/sub-units. Such instruments with valid calibration certificates shall be provided by the CONTRACTOR for the duration of the performance guarantee tests.
- h.) If, subject to provisions in Contract for reasons for which the CONTRACTOR is responsible, the performance values as per Contract Specification cannot be reached in whole or in part during the performance guarantee tests, the CONTRACTOR shall repeat the tests in whole in order to demonstrate the performance values not yet reached. Before repeating the tests, the CONTRACTOR shall at his own cost take any and all measures as may be needed in order that the performance values can be achieved.
- i.) The observations and facts of each performance test shall be established and formulated between owner and the CONTRACTOR and shall be written in a performance test certificate to be signed by both the parties. If such performance test data computed results in performance guarantee values as per technical specification, then the CONTRACTOR shall be entitled for the final acceptance certificate from NMDC.



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- j.) If, even with repetitive tests as stipulated in the contract, the performance values are not achieved for reasons within the CONTRACTOR's responsibility, the CONTRACTOR shall undertake at his own cost such modification or replacement as are considered necessary to obtain the performance guarantee values as stipulated in technical Specification and the responsibility to demonstrate successful performance guarantee shall continue to remain with the CONTRACTOR till so established.
- k.) For carrying out rectification work for achieving guaranteed performance values, the CONTRACTOR shall do so without seriously hampering the normal operation.
- l.) After commencing a test, it shall be completed unless in the opinion of either owner or CONTRACTOR a safety hazard exists which necessitates shut-down.
- m.) In case the Contractor expresses his inability to achieve the performance guarantee parameters but attains above the minimum acceptance level of performance guarantee parameters, as specified in technical specification, either in whole or in part, in spite of repeated performance guarantee tests conducted by the Contractor within the original stipulated period for completing performance guarantee tests from the date of commissioning, the Owner shall recover the amount, by making deductions from the Contractor's account or by encashment of Contractor's bank guarantees up to a maximum of **ten percent (10 %) of the Contract** price, in respect of the failure to meet the minimum level of performance guarantees in accordance with the provisions in technical specification.

5.3.1 Performance Guarantee –Testing Procedure and Inspection:

1. Submit test procedures to the Purchaser/Owner for review prior to the start of the testing program.
2. The Contractor shall bring all necessary test equipment and qualified personnel both craft and supervisory, to carry out the tests without danger to personnel or damage to equipment.
3. The Contractor shall check and test all equipment and system installed by him, in conformity with the test procedure outlined by the equipment manufacturer and this specification.
4. All testing and measurements including functional tests, critical dimension checks, vibration readings, noise, bearing temperature and alignment etc, as applicable, shall be documented. Design parameters shall be shown for comparison against the measurements on these records.
5. Test results shall be accurately and neatly recorded on checkout lists. The Contractor shall submit a complete, typed and signed detailed testing and commissioning report for the equipments for acceptance by the Owner.
6. All defective materials furnished by the Contractor and defects due to poor workmanship, revealed through field-testing, shall be corrected at the Contractor's expense.



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7. Tests shall be witnessed by and carried out to the satisfaction of the Owner. The Owner reserves the right to interpret and approve all test results prior to energization of circuits or apparatus.

5.4 Final Acceptance:

Final acceptance certificate shall be issued by the owner within 90 days from the latest date when:-

- a) Performance guarantee tests in respect of the system as a whole have been carried out and performance guarantee values achieved in accordance with technical specifications.
- b) The CONTRACTOR has rectified in a definitive manner all defects/ objections/ observations mentioned in the Commissioning Certificate;
- c) All other supplies and services have been completed as per the Contract;
- d) Supply of spares along with necessary drawings & documents have been completed;
- e) Final documentation incorporating latest modifications has been submitted by the CONTRACTOR in requisite copies;
- f) The CONTRACTOR has met any and all other obligations under this Contract;

6.0 REJECTION OF PLANT AND FACILITIES

In case, even after all possible repairs and replacements the Contractor, fails to attain the minimum level of performance guarantee parameters, the owner may reject the plant and facilities and recover the entire cost paid to the Contractor or alternatively the Owner may proceed for commercial settlement with the contractor for acceptance of the facilities at the negotiated price.



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ANNEXURE - A TO TERMS OF PAYMENT

PROFORMA FOR BILL FOR PAYMENTS

PROJECT : Date of Bill :
Description : Order No.
And date

Name of supplier :
Contract Value : Serial Number of Bill :

To
NMDC Ltd.,

BILL FOR PAYMENT

1. Pursuant to the above referred contract dated the undersigned hereby applies for payment of the sum of Rupees...
..... (Specify amount).
2. The above amount is on account of: Check whichever applicable)

Progressive payment against receipt of equipment at site.
Other (Specify)

Final payment as detailed in the attached schedule (s) which form an integral part of this bill.
3. The payment claimed is as per item (s) No. (s)..... of the payment schedule annexed to the above-mentioned order.
4. This bill consists of this page, details of claim statement (schedule) and the following signed schedules:
 - 1.
 - 2.
 - 3.

The following documents are also enclosed

Signature of Contractor
Authorised Signatory



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ERECTION CONDITIONS OF CONTRACT (ECC)



Design, Engineering, Procurement & Supply, Construction, Installation and Commissioning of approximately 425 kWp capacity Photovoltaic Grid Connected Roof Top Solar (RTS) Power Plants on various buildings in the Township of Bachel Complex of NMDC on turnkey basis including Comprehensive Operation & Maintenance (O&M) for a period of ten (10) years.

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ERECTION CONDITIONS OF CONTRACT (ECC)

1.0 GENERAL

- 1.1 The following shall supplement the conditions already contained in the other parts of these documents and shall govern this Contract to be performed at Site.
- 1.2 The Contractor upon signing of the Contract shall, in addition to a Project Coordinator, nominate another responsible officer as his representative at Site suitably designated for the purpose of overall responsibility and coordination of the works to be performed at site. Such person shall function from the site office of the Contractor during the pendency of contract.

2.0 REGULATIONS OF LOCAL AUTHORITIES AND STATUTES

- 2.1 The Contractor shall comply with all the rules and regulations of local authorities during the performance of his field activities. He shall also comply with the Minimum Wages Act, 1948 and the Payment of Wages Act (both of the Government of India) and the rules made there under in respect of any employee or workman employed or engaged by him or his sub-Contractor. Contractor should strictly adhere to all labour laws. The Contractor should follow and implement all labour welfare laws in force. The contractor shall indemnify the Owner in case of any loss or penalty or charges levied on the Owner for the default of Contractor in following or implementing the laws and regulation or orders of Government.
- 2.2 All registration and statutory inspection fees, if any, in respect of his work pursuant to this contract shall be to the account of the Contractor. However, any registration, statutory inspection fees lawfully payable under the provisions of the Indian Boiler Regulations and any other statutory laws and its amendments from time to time during erection in respect of the plant equipment ultimately to be owned by the Owner, shall be to the account of the Owner. Should any such inspection or registration need to be rearranged due to the fault of the Contractor or his sub- Contractor, the additional fees for such inspection and/or registration shall be borne by the Contractor.

3.0 OWNER'S LIEN ON EQUIPMENT

- 3.1 The Owner shall have lien on all equipment brought to the site for the purpose of erection, testing and commissioning of the plant. The Owner shall continue to hold the lien on all such equipment throughout the period of contract. No material brought to the site shall be removed from the site by the Contractor and/or his sub-Contractors without the prior written approval of the Owner/Engineer.

4.0 INSPECTION, TESTING AND INSPECTION CERTIFICATES

- 4.1 The provisions of the clause entitled 'Inspection, Testing and Inspection Certificates' under Section GTC shall also be applicable to the erection portion of the works. The Engineer shall have the right to re-inspect any equipment though previously inspected and approved by the Inspector at the Contractor's works, before and after the same are erected at site. If by the above inspection, the Engineer rejects any equipment, the Contractor shall make good for such rejections either by replacement or modifications/ repairs as may be necessary, to the satisfaction of the Engineer. Such replacements will also include the replacements or re-



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execution of such of those works of their Contractors and/or agencies, which might have got damaged or affected by the replacements or re-work done to the Contractor's work.

5.0 POSSESSION OF SITE

5.1 Suitable possession of the site shall be afforded to the Contractor by the Owner in reasonable time.

5.2 The works so far as it is carried out on the Owner's premises shall be carried out at such time as the Owner may approve.

5.3 In the execution of the works, no persons other than the Contractor or his duly appointed representative, sub-contractor and workmen shall be allowed to do work on the site, except by the special permission, in writing of the Engineer or his representative.

6.0 CONTRACTOR'S SITE OFFICE ESTABLISHMENT

The Contractor shall establish an office at project site and keep posted an authorised representative for the purpose of the contract. Any written order or instruction of the Engineer or his duly authorised representative shall be communicated to the said authorised resident representative of the Contractor and the same shall be deemed to have been communicated to the Contractor at his legal address.

7.0 CO-OPERATION WITH OTHER CONTRACTORS

7.1 The Contractor shall cooperate with all other Contractors or tradesmen of the Owner, who may be performing other works on behalf of the Owner and the workmen who may be employed by the Owner and doing work in the vicinity of the works under the contract. The Contractor shall also so arrange to perform his work as to minimise, to the maximum extent possible, interference with the work of other Contractors and his workmen. Any injury or damage that may be sustained by the employees of the other Contractors and the Owner, due to the Contractor's work shall promptly be made good by the Contractor at his own expense. The Engineer shall determine the resolution of any difference or conflict that may arise between the Contractor and other Contractors or between the Contractor and the workmen of the Owner in regard to their work. If the works of the Contractor is delayed because of any acts or omissions of another Contractor, the Contractor shall have no claim against the Owner on that account of other than an extension of time for completing his works.

7.2 The Engineer shall be notified promptly by the Contractor of any defects in the other Contractor's works that could affect the Contractor's works. The Engineer shall determine the corrective measures if any, required to rectify this situation after inspection of the works and such decisions by the Engineer shall be binding on the Contractor.

8.0 DISCIPLINE OF WORKMEN

The Contractor shall adhere to the disciplinary procedure set by the Engineer in respect of his employees and workmen at site. The Engineer shall be at liberty to object to the presence of any representative or employee of the Contractor at the site, if in the opinion of the Engineer such employee has misconduct himself or be incompetent or negligent or otherwise



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undesirable and then the Contractor shall remove such a person objected to and provide in his place a competent replacement.

9.0 CONTRACTOR'S FIELD OPERATION

9.1 The Contractor shall keep the Engineer informed in advance regarding his field activity plans and schedules for carrying out each part of the works. Any review of such plan or schedule or method of work by the Engineer shall not relieve the Contractor of any of his responsibilities towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by the Engineer or the Owner or any of his representatives and no claim of the Contractor will be entertained because of the failure or inefficiency of any such plan or schedule or method of work reviewed. The Contractor shall be solely responsible for the safety, adequacy and efficiency of plant and equipment and his erection methods.

9.2 The Contractor shall have the complete responsibility for the conditions of the work site including the safety of all persons employed by him or his sub-Contractor and all the properties under his custody during the performance of the work.

This requirement shall apply continuously till the completion of the contract and shall not be limited to normal working hours. The construction review of the Engineer is not intended to include review of Contractor's safety measures in, on or near the work-site and their adequacy or otherwise.

10.0 PHOTOGRAPHS AND PROGRESS REPORT

10.1 The contractor shall furnish five (5) prints each to the engineer of progress photographs of the work done at site. Photographs shall be taken as and when indicated by the engineer or his representative. Photographs shall be adequate in size and number to indicate various stages of erection. Each photograph shall contain the date, the name of the contractor and the title of the photograph.

10.2 The above photographs shall accompany the monthly progress report detailing out the progress achieved on all erection activities as compared to the schedules. The report shall also indicate the reasons for the variance between the scheduled and actual progress and the action proposed for corrective measures wherever necessary.

11.0 MAN-POWER REPORT

11.1 The Contractor shall submit to the Engineer, on the first day of every month, a man hour schedule for the month, detailing the man hours scheduled for the month, skill wise and area wise.

11.2 The Contractor shall also submit to the Engineer on the first day of every month, a manpower report of the previous month detailing the number of persons scheduled to have been employed and actually employed, skill wise and the areas of employment of such labour.



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12.0 PROTECTION WORK

The Contractor shall have total responsibility for protecting his works till it is finally taken over by the Owner. No claim will be entertained by the Owner or the Engineer for any damage or loss to the contractor's works and the Contractor shall be responsible for the complete restoration of the damaged works to its original condition to comply with the specifications and drawings. Should any such damage to the Contractor's Works occur because of other party not under his supervision or control, the Contractor shall make his claim directly with the party concerned. If disagreement or conflict or dispute develops between the Contractor and the other party or parties concerned regarding the responsibility for damage to the Contractor's Works, the same shall be resolved as per the provisions of the Clause-7.0 above titled Co-operation with Other Contractors. The Contractor shall not cause any delay in the repair of such damaged Works because of any delay in the resolution of such disputes. The Contractor shall proceed to repair the Work immediately and no cause thereof will be assigned pending resolution of such disputes.

13.0 EMPLOYMENT OF LABOUR

- 13.1 The Contractor will be expected to employ on the work only his regular skilled employees with experience in the particular work. No female labour shall be employed after darkness. No person below the age of eighteen (18) years shall be employed.
- 13.2 All travelling expenses including provisions of all necessary transport to and from Site, lodging allowances other payments to the Contractor's employees shall be the sole responsibility of the Contractor.
- 13.3 The hours of work on the Site shall be decided by the Engineer and the Contractor shall adhere to it. Working hours will normally be eight (8) hours per day - Thursday through Tuesday.
- 13.4 Contractor's employees shall wear identification badges while at Site.
- 13.5 In case the Owner becomes liable to pay any wages or dues to the labour or to any Government agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labour Regulation Abolition Act or any other law or due to any act of omission or commission by the Contractor, the Owner may make such payments and shall recover the same from the Contractor's bills.

14.0 FACILITIES TO BE PROVIDED BY THE OWNER

14.1 Space:

NMDC will provide suitable Storage Space at a convenient location on free of charge basis at Site during construction period. The watch & ward of the stored items will be the responsibility of the Contractor.

The Contractor shall intimate the Owner within thirty (30) days from the date of the Letter of Award, about his exact requirement of space for his office, storage area, pre-assembly and fabrication areas, labour colony area, etc. The above requirement shall be reviewed by the Engineer and space will be allotted to the Contractor for construction of his temporary structures like office, storage sheds, labour and staff colony etc. All these areas shall be



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completely vacated by the Contractor on completion of Contract or earlier if required by the Owner.

14.2 Electricity

NMDC will provide 440 V/ 230 V Electricity at one point/ place near the site for fabrication/ lighting purpose on chargeable basis during construction period for which the contractor shall submit his electrical power requirements to the Engineer in-charge.

Contractor shall submit to the Engineer within thirty (30) days from the date of the Award Letter, his electrical power requirements, if any, to allow the planning of the temporary electrical distribution by the Engineer. The Contractor shall be provided with electricity for the purposes of the Contract, only at one point in the project Site. The Contractor shall make his own further distribution arrangement.

All temporary wiring must comply with local regulations and will be subject to Engineer's inspection and approval before connection to supply.

14.3 Water

NMDC will provide water for the subject work, subject to availability on free of charge basis.

Supply of water will be made available for the construction purposes at an agreed single point in the Site. Any further distribution will be the responsibility of the Contractor. Free drinking water will also be provided at one agreed point in the Site. Further distribution either to his labour colony or his work site or to his office shall be the responsibility of the Contractor.

A suitable arrangement of water shall be ensured by the Contractor to cater the day-to-day requirement of drinking water and permanent water supply for module cleaning and other needs of SPV power Project during entire O&M period.

14.4 Accommodation for contractor's staff during contract period

Guesthouse/ Hostel Accommodation or Suitable quarters will be provided on request to the contractor's Engineer/ personnel on chargeable basis, if available.

15.0 FACILITIES TO BE PROVIDED BY THE CONTRACTOR

15.1 Tools, Tackles and Scaffoldings

The Contractor shall provide all the erection equipment, tools, tackles and scaffoldings required for pre-assembly, erection, testing and commissioning of the equipment covered under the Contract. He shall submit a list of all such materials to the Engineer before the commencement of pre-assembly at Site. These equipment etc. shall not be removed from the Site without the written permission of the Engineer.



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15.2 Communication

The Owner may extend the telephone & telex facilities, if available at Site, for purposes of Contract. The Contractor shall be charged at actuals for such facilities.

15.3 First Aid

15.3.1 The Contractor shall provide necessary first-aid facilities for all his employees, representatives and workmen working at the Site. Enough number of Contractor's personnel shall be trained in administering first aid.

15.3.2 The Owner may provide the Contractor, in case of an emergency, the services of an ambulance for transportation to the nearest hospital.

15.4 Cleanliness

15.4.1 The Contractor shall be responsible for keeping the entire site allotted to him clean and free from rubbish, debris etc. during the period of Contract. The Contractor shall employ enough number of special personnel to thoroughly clean his work-area at least once in a day. All such rubbish and scrap material shall be stacked or disposed in a place to be identified by the Engineer. Materials and stores shall be so arranged to permit easy cleaning of the storage areas. In areas where equipment might drip oil and cause damage to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.

15.4.2 Similarly the labour colony and the office of the Contractor shall be kept clean and neat to the entire satisfaction of the Engineer. Proper sanitary arrangements shall be provided by the Contractor, in the work areas, office and labour colony of the Contractor.

16.0 LINES AND GRADES

All the Works shall be performed to the lines, grades and elevations indicated on the drawings. The Contractor shall be responsible to locate and lay-out the Works. Basic horizontal and vertical control points will be established and marked by the Engineer at Site at suitable points. These points shall be used as datum for the Works under the Contract. The Contractor shall inform the Engineer well in advance of the times and places at which he wishes to do work in the area allotted to him, so that suitable datum points may be established and checked by the Engineer to enable the Contractor to proceed with his works. Any work done without being properly located may be removed and/or dismantled by the Engineer at Contractor's expense.

17.0 FIRE PROTECTION

17.1 The work procedures that are to be used during the erection shall be those which minimise fire hazards to the extent practicable. Combustible materials, combustible waste and rubbish shall be collected and removed from the Site at least once each day. Fuels, oils and volatile or flammable materials shall be stored away from the construction and equipment and materials storage areas in safe containers. Untreated canvas paper, plastic or other flammable flexible materials shall not at all be used at site for any other purpose unless otherwise specified. If any



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such materials are received with the equipment at the Site, the same shall be removed and replaced by the Contractor with acceptable materials before moving into the erection areas or storage.

- 17.2 Similarly corrugated paper, fabricated cartons etc. will not be permitted in the erection area either for storage or for handling of materials. All such materials used shall be of water proof and flame-resistant type. All the other materials such as working drawings, plans, etc. which are combustible but are essential for the Works to be executed shall be protected against combustion resulting from Welding sparks, cutting flames and other similar fire sources.
- 17.3 All the Contractor's supervisory personnel and sufficient number of workers shall be trained for fire-fighting and shall be assigned specific fire protection duties. Enough of such trained personnel must be available at the Site during the entire period of the Contract.
- 17.4 The Contractor shall provide enough fire protection equipment of the required types and numbers for the storage, office, temporary structures, labour colony area etc. Access to such fire protection equipment, shall be easy and kept open at all times.

18.0 **SECURITY**

The Contractor shall have total responsibility for all equipment and materials in his custody stored, loose, semi- assembled and/or erected by him at Site. The Contractor shall make suitable security arrangements including employment of security personnel to ensure the protection of all materials, equipment and Works from theft, fire, pilferage and any other damages and loss. All materials of the Contractor shall enter and leave the project site only with the written permission of the Engineer in the prescribed manner.

19.0 **CONTRACTOR'S AREA LIMITS**

The Contractor shall work within the areas allotted to him and shall not trespass into areas used by other Contractors and agencies. The Contractor shall be responsible to ensure that none of his personnel trespass in others' areas. In case of such a need for the Contractor's personnel to work out of the areas allotted to him, the same shall be done only with the written permission of the Engineer.

20.0 **CONTRACTOR'S COOPERATION WITH THE OWNER**

In cases where the performance of the erection work by the Contractor affects the operation of the system facilities of the Owner, such erection work of the Contractor shall be scheduled to be performed only in the manner stipulated by the Engineer and the same shall be acceptable at all times to the Contractor. The Engineer may impose such restrictions on the facilities provided to the Contractor such as electricity, water etc. as he may think fit in the interest of the Owner and the Contractor shall strictly adhere to such restrictions and cooperate with the Engineer. It will be the responsibility of the Contractor to provide all necessary temporary instrumentation and other measuring devices required during start-up and operation of the equipment systems which are erected by him. The Contractor shall also be responsible for flushing and initial filling of all the oil and lubricants required for the equipment supplied and erected by him, so as to make such equipment ready for operation. The Contractor shall be responsible for supplying such flushing oil and other lubricants.



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21.0 PRE-COMMISSIONING TRIALS AND INITIAL OPERATIONS

The pre-commissioning trials and initial operations of the equipment supplied and erected by the Contractor shall be the responsibility of the Contractor as detailed in relevant clauses in Section GTC. The Contractor shall provide, in addition, test instruments, calibrating devices etc. and the labour required for the successful performance of these trials. If it is anticipated that the above test may prolong for a long time, the Contractor's workmen required for the above test shall always be present at site during such trials.

22.0 MATERIAL HANDLING AND STORAGE

- 22.1 All the equipment supplied under the contract and arriving at site shall be promptly received, unloaded and transported and stored in the storage spaces by the Contractor.
- 22.2 Contractor shall be responsible for examining all the shipment and notify the Engineer immediately of any damage, shortage, discrepancy etc. for the purpose of Engineer's information only. The Contractor shall submit to the Engineer every week a report detailing all the receipts during the week. However, the Contractor shall be solely responsible for any shortages or damage in handling and/or in storage and erection of the equipment at the site. Any demurrage, wharfage and other such charges claimed by the transporters, railways etc. shall be to the account of the Contractor.
- 22.3 The Contractor shall maintain an accurate and exhaustive record detailing out the list of all equipment received by him for the purpose of erection and keep such record open for the inspection of the Engineer at any time.
- 22.4 All equipment shall be handled very carefully to prevent any damage or loss. No bare wire ropes, slings, etc. shall be used for unloading and/or handling of the equipment without the specific written permission of the Engineer. The equipment stored shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the store shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at site.
- 22.5 All electrical panels, control gears, motors and such other devices shall be properly dried by heating before they are installed and energised. Motor bearings, slip rings, commutators and other exposed parts shall be protected against moisture ingress and corrosion during storage and periodically inspected. Heavy rotating parts in assembled conditions shall be periodically rotated to prevent corrosion due to prolonged storage.
- 22.6 All the electrical equipment such as motors, generators, etc. shall be tested for insulation resistance at least once in three months from the date of receipt till the date of commissioning and a record of such measured insulation values shall be maintained by the Contractor. Such records shall be open for inspection by the Engineer.
- 22.7 The Contractor shall ensure that all the packing materials and protection devices used for various equipment during transit and storage are removed before the equipment are installed.



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- 22.8 The consumables and other supplies likely to deteriorate due to storage shall be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in quality by storage.
- 22.9 All the materials stored in the open or dusty location must be covered with suitable weather proof and flameproof covering materials wherever applicable.
- 22.10 If the materials belonging to the Contractor are stored in areas other than those earmarked for him, the Engineer will have the right to get these moved to the area earmarked for the Contractor at the Contractor's risk and cost.
- 22.11 The Contractor shall be responsible for making suitable indoor storage facilities to store all equipment which require indoor storage. Normally, all the electrical equipment such as motors, control gear, generators, exciters and consumables like electrodes, lubricants etc. shall be stored in the closed storage space. The Engineer, in addition, may direct the Contractor to move certain other materials which in his opinion will require indoor storage, to indoor storage areas which the Contractor shall strictly comply with.

23.0 CONSTRUCTION MANAGEMENT

- 23.1 The field activities of the Contractor will be coordinated by the Engineer and the Engineer's decision shall be final in resolving any disputes or conflicts between the Contractor and the other Contractors of the Owner regarding scheduling and co-ordination of work. Such decision by the Engineer shall not be a cause for extra compensation or extension of time for the Contractor.
- 23.2 The Engineer shall hold weekly meetings of all the Contractors working at Site, at a time and a place to be designated by the Engineer. The Contractor shall attend such meetings and take notes of discussions during the meeting and the decisions of the Engineer and shall strictly adhere to those decisions in performing his Works. In addition to the above weekly meetings, the Engineer may call for other meetings either with individual Contractors or in such a case the Contractor, if called, will also attend such meetings.
- 23.3 Time is the important factor of the Contract and the Contractor shall be responsible for performance of the Works in accordance with the specified construction schedule. If at any time, the Contractor is falling behind the schedule, he shall take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise accelerate the progress of the work to comply with the schedule and shall communicate such actions in writing to the Engineer, satisfying the Engineer that Contractor's action will compensate for the delay. The Contractor shall not be allowed any extra compensation for such action.

24.0 FIELD OFFICE RECORDS

The Contractor shall maintain at his Site Office up-to-date copies of all drawings, specifications and other Contract Documents and any other supplementary data complete with all latest revisions thereto. The Contractor shall also maintain in addition the continuous record of all changes to the above Contract Documents, drawings, specifications, supplementary data etc. effected at the field and on completion of his total assignment under the Contract shall incorporate all such changes on the drawings and other Engineering data to indicate as



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installed condition of the equipment supplied and erected under the Contract. Such drawings and Engineering data shall be submitted to the Engineer in required number of copies.

25.0 CONTRACTOR'S MATERIALS BROUGHT ON TO SITE

- 25.1 The Contractor shall bring to Site all equipment, components, parts, materials, including erection equipment, tools and tackles for the purpose of the Works under intimation to the Engineer. All such goods shall, from the time of their being brought to site vest in the Owner, but may be used for the purpose of the Works only and shall not on any account be removed or taken away by the Contractor without the written permission of the Engineer. The Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.
- 25.2 The Owner shall have a lien on such goods for any sum or sums which may at any time be due or owing to him by the Contractor, under, in respect of or by reasons of the Contract. After giving a fifteen (15) days' notice in writing of his intention to do so, the Owner shall be at liberty to seal and dispose of any such goods, in such manner as he shall think fit including public auction or private treaty and to apply the proceeds in or towards the satisfaction of such sum or sums due as aforesaid.
- 25.3 After the completion of the Works, the Contractor shall remove from the Site under the direction of the Engineer the materials such as erection equipment, erection tools and tackles, scaffolding etc. with the written permission of the Engineer. If the Contractor fails to remove such materials, within fifteen (15) days of issue of a notice by the Engineer to do so then the Engineer shall have the liberty to dispose of such materials as detailed under Clause-25.2 above and credit the proceeds thereto to the account of the Contractor.

26.0 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY

- 26.1 The Contractor shall be responsible for any damage resulting from his operations. He shall also be responsible for protection of all persons including members of public and employees of the Owner and the employees of other Contractors and sub-Contractors and all public and private property including structures, building, other plants and equipment and utilities either above or below the ground.
- 26.2 The Contractor will ensure provisions of necessary safety equipment such as barriers, sign-boards, warning lights and alarms, etc. to provide adequate protection to persons and property. The Contractor shall be responsible to give reasonable notice to the Engineer and the Owners of public or private property and utilities when such property and utilities are likely to get damaged or injured during the performance of his Works and shall make all necessary arrangements with such Owners, related to removal and/or replacement or protection of such property and utilities.

27.0 INSURANCE

- 27.1 In addition to the conditions covered under the Clause titled Insurance in Section GCC, the following provisions will also apply to the portion of the Works to be done beyond the Contractor's own or his Sub-Contractor's manufacturing works.



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27.2 Workmen's Compensation Insurance

This insurance shall protect the Contractor against all claims applicable under the Workmen's Compensation Act, 1948 (Government of India). This policy shall also cover the Contractor against claims for injury, disability, disease or death of his or his Sub-Contractor's employees, which for any reason are not covered under the Workmen's Compensation Act, 1948. The liability shall not be less than:

Workmen's Compensation. As per statutory provisions

Employee's liability. As per statutory provisions

27.3 Comprehensive Automobile Insurance

This insurance shall be in such a form to protect the Contractor against all claims for injuries, disability, disease and death to members of public including the Owner's men and damage to the property arising from the use of motor vehicles during on or off the Site operations, irrespective of the ownership of such vehicles.

27.4 Comprehensive General Liability Insurance

27.4.1 This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and sub-Contractors or from riots, strikes and civil commotion. This insurance shall also cover all the liabilities of the Contractor arising out of the Clause titled "Defence of Suits" under Section GCC.

27.4.2 The hazards to be covered will pertain to all the Works which and areas where the Contractor, his sub-Contractors, his agents and his employees have to perform pursuant to the Contract.

27.5 The above are only illustrative list of insurance covers normally required and it will be the responsibility of the Contractor to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the Contract.

28.0 UNFAVOURABLE WORKING CONDITIONS

The Contractor shall confine all his field operations to those works which can be performed without subjecting the equipment and materials to adverse effects, during inclement weather conditions, like monsoons, storms etc. and during other unfavourable construction conditions. No field activities shall be performed by the Contractor under conditions which might adversely affect the quality and efficiency thereof, unless special precautions or measures are taken by the Contractor in a proper and satisfactory manner in the performance of such Works and with the concurrence of the Engineer. Such unfavourable construction conditions will in no way relieve the Contractor of his responsibility to perform the Works as per the schedule.



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29.0 PROTECTION OF REFERENCE POINTS

The Contractor shall ensure that the bench marks, reference points, etc. which are marked out either with the help of the Engineer or by the Engineer shall not be disturbed in any way during the performance of his Works. If any work is to be performed which disturb such references, the same shall be done only after these are transferred to other suitable locations under the direction of the Engineer. The Contractor shall provide all necessary materials and assistance for such relocation of reference points etc.

30.0 WORK AND SAFETY REGULATIONS

30.1 The Contractor shall ensure proper safety of all the workmen, materials, plant and equipments belonging to him or to the Owner or to others, working at or near the site. The Contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and by the Engineer as the Engineer may deem necessary.

30.2 The Contractor will notify well in advance to the Engineer of Contractor's intention to bring to the Site any Container filled with liquid or gaseous fuel or explosive or petroleum substance or such chemicals which may involve hazards. The Engineer shall have the right to prescribe the conditions, under which such container is to be stored, handled and used during the performance of the Works and the Contractor shall strictly adhere to and comply with such instructions. The Engineer shall have the right at his sole discretion to inspect any such container or such construction plant/equipment for which material in the container is required to be used and if in his opinion, its use is not safe, he may forbid its use. No claim due to such prohibition shall be entertained by the Owner. The Owner will not entertain any claim of the Contractor towards additional safety provisions/ conditions to be provided for/constructed as per Engineer's instructions.

Further any such decision of Engineer shall not, in any way, absolve the Contractor of his responsibilities, and in case, use of such container or entry thereof into the site is forbidden by the Engineer, the Contractor shall use alternative methods with the approval of the Engineer without any extension of work schedule.

30.3 Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosives, the Contractor shall be responsible for carrying out such provision and for storage in accordance with the rules and regulations laid down in Petroleum Act 1934, Explosives Act 1948 and Petroleum and Carbide of Calcium Manual Published by the Chief Inspector of Explosives of India. In case, any approvals are necessary from the Chief Inspector (Explosives) or any statutory authorities, the Contractor shall be responsible for obtaining the same.

30.4 All equipment used in construction and erection by Contractor shall meet Indian/International Standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the Contractor in accordance with manufacturer's operation manual and safety instructions and as per Guidelines/Rules of the Owner in this regard.



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- 30.5 Periodical Examinations and all tests for all lifting/ hoisting equipments and tackles shall be carried out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 1910 and associated Laws/Rules in force from time to time. A register of such examinations and tests shall be properly maintained by the Contractor and will be promptly produced as and when desired by the Engineer or by the person authorised by the Engineer.
- 30.6 The Contractor shall be fully responsible for the safe storage of his and his Sub-contractors' radio-active sources in accordance with BARC/DAE Rules and other applicable provisions. All precautionary measures stipulated by BARC/DAE in connection with use, storage and handling of such materials will be taken by the Contractor.
- 30.7 The Contractor shall provide suitable safety equipment/gears of prescribed standard to all employees and workmen according to the need, as may be directed by the Engineer who will also have right to examine these safety equipment/gears to determine their suitability, reliability, acceptability and adaptability.
- 30.8 Where explosives are to be used, the same shall be used under the direct control and supervision of an expert, experienced, qualified and competent person strictly in accordance with the Codes/Practices/ Rules framed under Indian Explosives Act pertaining to handling, storage and use of the explosives.
- 30.9 The Contractor shall provide safe working conditions to all workmen and employees at the Site including safe means of access, railings, stairs, ladders, scaffolding etc. The scaffolding shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality of material only shall be used by the Contractor.
- 30.10 The Contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the Owner or other Contractors under any circumstances, whatsoever, unless expressly permitted in writing by the Engineer to handle such fuses, wiring or electrical equipment.
- 30.11 Before the Contractor connects any electrical appliances to any plug or socket belonging to the other Contractors or Owner, he shall:
- 30.11.1 Satisfy the Engineer that the appliance is in good working condition;
- 30.11.2 Inform the Engineer of the maximum current rating, voltage and phases of the appliances;
- 30.11.3 Obtain permission of the Engineer detailing the sockets to which the appliances may be connected.
- 30.12 The Engineer will not grant permission to connect until he is satisfied that:
- 30.12.1 The appliance is in good condition and is fitted with a suitable plug.
- 30.12.2 The appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.
- 30.13 No electric cable in use by the Contractor/Owner will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladle or similar equipment will rest against or attached to it.



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- 30.14 No repair work shall be carried out on any live equipment. The equipment must be declared safe by the Engineer and a permit to work shall be issued by the Engineer before any repair work is carried out by the Contractor. While working on electric lines/equipment whether alive or dead, suitable type and sufficient quantity of tools will have to be provided by the Contractor to his electricians/workmen/ officers.
- 30.15 The Contractor shall employ necessary number of qualified full time Electricians/Electrical Supervisors to maintain his temporary electrical installations.
- 30.16 The Contractor employing more than 250 workmen whether temporary, casual, probationer, regular or permanent or on contract, shall employ at least one full time officer exclusively as safety officer to supervise safety aspects of the equipment and workmen who will co-ordinate with the Project Safety Officer, in case of work being carried out through sub-Contractor, the sub-Contractor's employees/ workmen, for above purpose. The name and address of such Safety Officer of the Contractor will be promptly informed in writing to the Engineer with a copy to Project Safety officer before he starts work or immediately after any change of the incumbent is made during the currency of the Contract.
- 30.17 In case any accident occurs during the construction/ erection or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Engineer in prescribed form and also to all the authorities envisaged under the applicable laws.
- 30.18 The Engineer shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/ accident and he shall comply to remove short comings promptly. The Contractor after stopping the specific work, can, if felt necessary, appeal against the order of stoppage of work to the General Manager of the Project within 3 days of such stoppage of work and decision of the Owner in this respect shall be conclusive and binding on the Contractor.
- 30.19 The Contractor shall not be entitled for any damage/ compensation for stoppage of work due to safety reasons as provided in para 28.18 above and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.
- 30.20 The Contractor shall follow and comply with all NMDC Safety Rules and relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any inconformity between statutory requirement and NMDC Safety Rules referred above, the latter shall be binding on the Contractor unless the statutory provisions are more stringent.
- 30.21 If the Contractor fails in providing safe working environment as per NMDC Safety Rules or continues the work even after being instructed to stop work by the Engineer as provided in para 30.18 above, the Contractor shall promptly pay to NMDC on demand compensation at the rate of Rs.5,000/- per day or part thereof till the instructions are complied with and so



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certified by the Engineer. However, in case of accident taking place causing injury to any individual, the provisions contained in para 30.22 shall also apply in addition to compensation mentioned in this para.

Such compensation is liable to GST and the applicable GST shall be recovered from the contractor.

- 30.22 If the Contractor does not take all safety precautions and/or fails to comply with the Safety Rules as prescribed by NMDC or under the applicable laws for the safety of the plant & equipment and for the safety of personnel and the Contractor does not prevent hazardous conditions which may cause injury to his own employees or employees of other Contractors, or to NMDC employees or any other person who are at site or adjacent thereto, the Contractor shall be responsible for payment of compensation to NMDC as per the following schedule:

a.	Fatal injury or causing death	Rs.1,00,000.00 per person	Accident, these are applicable for death.
b.	Major injuries or accident causing 25% or more permanent disablement to workmen or employees	Rs.20,000/- per person	Injury to any person whatsoever

Permanent disablement shall have same meaning as indicated in Workmen's Compensation Act. The compensation mentioned above shall be in addition to the compensation payable to the workmen/ employees under the relevant provisions of the Workmen's Compensation Act and Rules framed there under or any other applicable laws as applicable from time to time. In case the Owner is made to pay such Compensation then the Contractor is liable to reimburse the Owner such amount in addition to the compensation indicated above.

- 30.23 If the Contractor observes all the Safety Rules and Codes, Statutory Laws and Rules during the currency of Contract and no accident occurs then NMDC may consider the performance of the Contractor and award suitable "ACCIDENT FREE SAFETY MERITORIOUS AWARD" as per scheme as may be announced separately from time to time.

31.0 **CODE REQUIREMENTS**

The erection requirements and procedures to be followed during the installation of the equipment shall be in accordance with the relevant Indian Boiler Regulations. ASME codes and accepted good engineering practice, the Engineer's Drawings and other applicable Indian recognised codes and the laws and regulations of the Government of India.

32.0 **FOUNDATION CHECKING, DRESSING & GROUTING**

- 32.1 The foundation levels including the locations and levels of equipment foundation bolts and pockets and other embedment shall be checked by the Contractor and he shall satisfy himself about the correctness of foundations etc. in advance of commencement of actual erection



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work. In case any discrepancy is noted, he shall immediately report the same to the Engineer in writing. Any delay arising out of non-compliance by the Contractor of the above requirements shall be to the Contractor's account.

32.2 The concrete foundation surfaces shall be prepared by the Contractor by chipping and dressing as required to bring such foundations to the required levels and to provide the necessary roughness for bondage and to assure enough bearing strength. All latent and surface film shall be removed and cleaned.

32.3 Unless otherwise specified, all the equipment bases and foundation bolt holes shall be grouted by the Contractor with non-shrink grout in accordance with the method specified by the manufacturer of non-shrink grouting material. Non-shrink grouting material shall be as approved by the Engineer. All grouting materials shall be supplied by the Contractor.

32.4 **Placing of Grout**

32.4.1 After the base has been prepared, its alignment and level has been checked and before actually placing the grout a low dam shall be set around the base at a distance that will permit pouring and manipulation of the grout. The height of such dam shall be at least 25 mm above the bottom of the base. Suitable size and number of chains shall be introduced under the base before placing the grout, so that such chains can be moved back and forth to push the grout into every part of the space under the base.

32.4.2 The grout shall be poured either through grout holes if provided or shall be poured at one side or at two adjacent sides giving it a pressure head to make the grout move in a solid mass under the base and out in the opposite side. Pouring shall be continued until the entire space below the base including foundation bolt holes are thoroughly filled and the grout stands at least 25 mm higher all around than the bottom of the base plate. Enough care shall be taken to avoid any air or water pockets beneath the bases.

32.5 **Finishing the Edges of the Grout**

The poured grout shall be allowed to stand undisturbed until it is well set. Immediately thereafter, the dam shall be removed and grout which extends beyond the edges of the equipment base plates shall be cut off flush and removed. The edges of the grout shall then be pointed and finished with 1:2 cement mortar pressed firmly to bond with body of the grout and smoothed with a tool to present a smooth vertical surface. The work shall be done in a clean and workmanlike manner and the adjacent floor spaces, exposed edges of the foundations and equipment base plates shall be thoroughly cleaned of any spillage of the grout.

32.6 After the grout is set, it shall be kept moist with wet sacks for at least 7 days.

32.7 **Checking of Equipment after Grouting**

After the grout is set and cured, the Contractor shall check and verify the alignment of equipment, alignment of shafts of rotating machinery, the slopes of all bearing pedestals, centring of rotors with respect to their sealing bores, couplings, etc. as applicable and the like items to ensure that no displacement had taken place during grouting. The values recorded prior to grouting shall be used during such post grouting check-up and verifications. Such pre



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and post grout records of alignment details shall be maintained by the Contractor in a manner acceptable to the Engineer.

33.0 SHAFT ALIGNMENTS

All the shafts of rotating equipment shall be properly aligned to those of the matching equipment. The equipment shall be free from vibration so as to avoid over-heating of bearings. All bearings, shafts and other rotating parts shall be thoroughly cleaned and suitably lubricated before starting.

34.0 DOWELLING

All the motors and other equipment shall be suitably dowelled after alignment of shafts with tapered machined dowels.

35.0 CHECK OUT OF CONTROL SYSTEMS

After completion of wiring, cabling furnished under separate specifications and laid and terminated by the Owner, the Contractor shall check out the operation of all control systems for the equipment supplied and erected under the Contract.



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SPECIAL CONDITIONS FOR OPERATION & MAINTENANCE (O&M) OF ROOF TOP SOLAR POWER PLANT / PROJECT (RTSPP)

[To be read in conjunction with Vol-II (Technical Specifications & Scope of work) and other pertinent provisions of tender document]

1.1 PERIOD OF O & M

The Contractor shall be responsible for operation and maintenance of the Roof Top Solar Power Project (RTSPP) **under O&M Contract which is envisaged for a total period of ten (10) years. This is apart from** the 1 year comprehensive O&M during guarantee period after successful installation and commissioning of SPP which is included in the cost of EPC construction contract.

Further, the comprehensive O & M charges from **1st year to 10th year** shall be indicated in the offer along with year wise **Net Electrical Energy Generation Guarantee (NEEGG)**.

1.2 BATTERY LIMIT

The battery limit for Bidder during the period of O&M contract shall cover complete RTSPP. The Bidder shall be responsible for supply of all spare parts, repairs / Replacement of any defective equipment/s at his cost as required from time to time, scheduled and preventive maintenance, major overhauling of the plant, maintaining log sheets for operational detail, deployment of staff for continuous operations and qualified engineer for supervision of O&M work. NMDC shall not pay any amount except the agreed O&M charges.

1.3 SCOPE OF WORK

1.3.1 Operator shall perform all day to day operation and maintenance for the Roof Top Solar Power Plant (RTSPP) as set forth in Vol.-II (Technical Specifications & Scope of Work) and further as required from time to time. Operator shall perform the work and supply all required spare parts in a prudent and efficient manner and in accordance with the following:

- a. Manufacturers and systems designers' specifications, the Annual Operating Plan for the Plant and all operation and maintenance manuals.
- b. All applicable laws of the land including environmental protection, pollution, sanitary, employment and safety laws, ("Government Rules").
- c. Prudent Utility Practice: Operator shall use all reasonable and practical efforts
 - i) To maximize plant capacity utilization,
 - ii) To optimize the useful life of the equipment of the plant.
 - iii) To minimize plant downtime.

1.3.2 The Operator shall perform the following obligations prior to takeover of the O&M activity:

- a. Prepare Mobilization plan in consultation with the NMDC



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- b. Provide the services and personnel set forth in the Mobilization Plan
- c. Prepare in consultation with the NMDC, the initial Annual Operating Plan
- d. Develop and implement plans and procedures including those for firefighting, maintenance planning, procuring and inventory control of stores and spares, plan to meet emergencies, plant safety and security; and such other facilities and systems as may be necessary to commence Operator's ongoing responsibilities.

1.3.3 After taking over the activity of O&M for the RTSPP plant, the Operator shall be responsible for the operation and maintenance of the plant and shall perform all necessary services including applicable services listed below:

- i. Provide all operations and maintenance services necessary and advisable to efficiently operate and maintain the plant, including all associated and appurtenant mechanical and electrical equipments keeping in view the objectives set-forth in technical Specification.
- ii. Maintain at the Plant accurate and up-to-date operating logs, records and Monthly reports regarding the operation and maintenance of the Plant which shall include detail of operating data, repairs performed and status of equipment, all such records to be maintained for a minimum of forty-two (42) months after the creation of such record or data and for any additional length of time required by regulatory agencies with jurisdiction over the Parties. Upon expiry of term, the operator shall hand over such records to the NMDC, however, NMDC shall have access to all such records at any time.
- iii. Regularly update and implement an equipment repair or replacement and preventive maintenance program that meet the specifications of the equipment manufacturers and the recommendations of the manufacturers.
- iv. Perform periodic overhauls or preventive maintenance required for the Plant in accordance with the recommendations of equipment manufacturers. Also attend break down and other maintenance in the Plant.
- v. Provide technical & engineering support for solving operation and maintenance problems.
- vi. Perform the services required to procure all spare parts, or equipment/s as required, overhaul of parts, tools and equipment, required to operate and maintain the Plant in accordance with the recommendations of individual original equipment manufacturer.
- vii. Operate and maintain Plant fire protection and safety equipment.
- viii. Maintain with the assistance of the NMDC, accounting records regarding the facility in accordance with the generally acceptable accounting principles under the Laws of India.

1.4 PERSONNEL

The Operator shall employ only such personnel who are adequately qualified and experienced for operating and maintaining such plant. The Operator shall ensure that such personnel are on duty at the plant at all times, twenty-four (24) hours a day and seven (7) days a week commencing from the Date of Commercial Operations. The operating personnel shall have relevant licenses/permits as per electricity rules/acts if required.



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1.5 GUARANTEED PARAMETERS DURING O&M PERIOD

The performance of the contractor shall be treated as unsatisfactory if he does not maintain the guarantees listed in Vol-II (Technical Specifications & Scope of Work) of tender document except in force majeure condition or fails to fulfil other conditions of the contract.

1.6 Energy Generation during O&M period:

Please refer the pertinent details given in Vol-II (Technical Specifications & Scope of Work) of tender document.

1.7 LIAISONING

It shall be the responsibility of the contractor to liaison with the following authorities:

- (a) Liaisoning with State Government, if required
- (b) Liaisoning with various department of NMDC
- (c) Any other department / agency as may be required.

1.8 INSURANCE

Operator shall provide or obtain and maintain in force throughout the period of contract the following insurance coverage:

Workman compensation and / or group personal accidents insurance policy covering all its employees and works including of the sub operator. Insurance to cover third party liability also.

Operator shall provide insurance, which shall cover among other things fire, earth quake, and flood damage and deductibles thereon.

Tenderer may take Machinery Breakdown (MBD) insurance policy but it would be the responsibility of the contractor to operate and maintain the Solar Power Plant and it's all the equipment in perfect condition at his own cost **for the entire period of 10 years as per O&M contract** for which NMDC shall pay the agreed O&M charges only. The replacement / repair / modification of any / all equipments have to be carried out by the contractor at his own cost for the entire period of contract, so as to give the required performance. NMDC shall not be responsible for any break down / failure of any equipment to any reason thereof.

Nevertheless, fire and allied perils including earthquake, flood, storms, cyclone, tempest & burglary, insurance policy should be taken in the name of NMDC by the contractor regularly during O&M contract period and premium paid for it shall be reimbursed annually by NMDC. However, the contractor shall replace the damaged equipment at his own cost without waiting for insurance claim. **The amount of insurance claim as settled shall be transferred to the contractor by NMDC. NMDC shall not be liable for any other payment on this account.**



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1.9 O & M CHARGES

The rate quoted shall be deemed to be inclusive of all salaries, expenses of the employees, cost of spares, consumables, cost of repairs/ replacement/ modification of any equipment or system for the entire period of O & M. The rate shall also be deemed to be inclusive of tools and tackle etc, liabilities of every description and all risk associated in operation & maintenance including insurances to be taken by contractor in his scope and to protect his own interest. The O & M charges for the SPP shall be inclusive of taxes and duties statutory charges/fees etc. prevailing on the date of submission of offer. The yearly O & M charges should be quoted for 10 (Ten) years as per the format of price schedule.

1.10 PERFORMANCE GUARANTEE:

Contractor shall furnish performance bank guarantee equivalent to **Ten Percent (10 %)** of total yearly O&M charges, 3 months prior to the end of the guarantee period (*of 12 months after commissioning of plant as per relevant stipulations*) and this BG shall be valid for 1 year with a claim period of 2 months. The performance guarantee shall be renewable every year prior to start of the consecutive year of O&M, **till the completion of O&M contract period of 10 years.**

Detailed provisions regarding Contract Performance Guarantee are available at Cl. 19.0 (CPG) under section ITT of tender document.

1.11 PAYMENT TERMS

- The payment of O & M charges shall be made on quarterly basis after adjustment of dues payable to NMDC, if any. O&M charges shall start after completion of performance guarantee period (i.e. upon performance demonstration, final acceptance and successively handing over the project for O&M of the same as indicated in Vol-II of tender document). The Owner will be billed by the Contractor following the end of quarter of O & M period. The payment of undisputed amount will be made within 15 days from the date of receipt of clear invoice alongwith supporting documents, if any against O & M of solar power plant.**
- The payment will be released after statutory deductions as applicable at that time.

Note: For detailed payment terms please refer section Special Conditions of Contract (SCC) of tender document.

1.12 OPERATORS ACCOMODATION & OFFICE AT SITE

During the execution of the O&M contract the Contractor shall ensure that a Plant Manager with authority to take decisions to be available at site. Such person deputed by the Bidder shall report to the Engineer in Charge, NMDC for smooth operation of the plant. The Contractor shall also provide and maintain an office at the site for the accommodation of the agents and the staff and such office shall be open at all reasonable hours to receive instructions, notices or other communications. The Contractor shall be responsible for any misconduct/ indiscipline by his employees or agent employees. The Contractor shall abide by the instructions of the NMDC Representative, if given in this regard. The Contractor



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shall be provided with a local phone connection at the office. The Bidder should submit the Organization Chart for the staff, which he will deploy for O&M of the project along with the list of mandatory tools and tackles. Operators will be provided suitable accommodation on chargeable basis, if available.

1.13 Power of Entry

During the contract period, NMDC will have all the rights for entry and access to the plant site and to any place where work in connection with the contract is being carried out or is intended to carry out. In case the Contractor does not execute the work in the manner described in the contract documents or if he shall at any time in the opinion of the Engineer-in-Charge:

- i) Fail to operate & maintain the plant in conformity with contract document or
- ii) Substantially suspend work or the works for a continuous period of 3 (three) days without permission from the Engineer-in-Charge, or
- iii) Fail to carry on and execute the works to the satisfaction of the Engineer-in-Charge, or
- iv) Commit or suffer or permit any other breach of any of the provisions of the contract on his part to be performed, or
- v) Commit or suffer or permit any other breach of any of the provisions of the contract on his part to be performed, or
- vi) If the Contractor abandons the works, or
- vii) If the Contractor during the continuance of the contract becomes bankrupt.

In any of such events, NMDC shall have the power to enter upon the works and take possession of the plant, materials, spares, equipment, tools and stocks thereon, and to revoke the Contractor's license to operate the plant by his agents, other agencies/contractors or workmen.

1.14 HANDING OVER CERTIFICATE

On completion of term the Contractor will apply to the Engineer- in- charge for the issue of Handing Over Certificate and the same will be issued within 30 (Thirty) days of the Handing Over in all respects, after verifying from the documents & tests and satisfying himself that the Operation & Maintenance has been completed in accordance with details set out in the contract documents & Prudent Utility Practices.

1.15 HANDING OVER THE PLANT AFTER EXPIRY OF TERM

After the expiry of term & extension of term as the case may be, operator (i.e. the contractor viz. the successful bidder to whom the contract is awarded) shall hand over the plant to the NMDC in operating condition. The operator shall demonstrate performance test of all the



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major & critical equipment to ensure plant dependable capacity in accordance to the norms of manufacturer. While handing over the plant, operator shall hand over all technical documents, literature, and instruction manuals, lists of spare part & tools & tackles. Operator will also hand over all the relevant record documents.

1.16 DEFECTS/ NON-ACHIEVEMENT PLANT DEPENDABLE CAPACITY AFTER HANDING OVER

In order that the Contractor could obtain a Handing over certificate, he shall rectify any defect / non achievement of plant dependable capacity in accordance to the norms of manufacturer arising from the defective Operation & maintenance practices or noncompliance of Prudent Utility Practices or that may have been noticed or developed during/ after the plant has been taken over, the period allowed for carrying out such works will be normally one month. If any defect could not be remedied or plant dependable achievement capacity in accordance to the norms of manufacturer could not be achieved within a reasonable time NMDC may proceed to do the work at Bidders risk and expense and deduct from the final bill such amount as may be decided by NMDC. All the aforesaid safeguards /rights provided for NMDC shall not prejudice its other rights/remedies elsewhere provided herein and/or under law.

1.17 FINAL PAYMENT

Whenever, in the opinion of the Engineer-in-charge the Contractor has completely performed the contract on his part, the Engineer in-charge will so certify in writing to the Contractor. The final payment to the contractor shall be made after accounting for all the previous payments/advances/adjustments of dues, provided always that Contractor furnishes a "No further claim - No dues certificate". The release of final payments does not relieve the Contractor from his any other obligations as provided for in the contract. NMDC shall be deducting statutory taxes at source as per prevailing rates from bills of the Contractor.

1.18 FAILURE OF THE OPERATOR TO COMPLY WITH THE PROVISIONS OF THE CONTRACT

If the Operator refuses or fails to execute the work or any separable part thereof with such diligence or fails to perform any of his obligations under the contract or in any manner commits a breach of any of the provisions of the contract, it shall be open to NMDC, to adopt following course of action at it's option, by written notice to the Operator.

1. To determine the contract in which event the contract shall stand terminated and shall cease to be in force and effect on and from the date the decision is announced by NMDC. The Operator shall stop forthwith any of the Operators work, then in progress and handover the work to NMDC. NMDC shall be entitled for recovery of cost /compensation to complete the unfinished obligations.
2. Without determining the contract, to take over the work of the Operator or any part thereof and complete the same through a fresh contract or by other means at the risk and cost of the Operator. In the event that NMDC proceeds in the manner prescribed in above clause then the whole or part of the security deposit furnished by the Operator is liable to be forfeited without prejudice to the other rights of NMDC. NMDC shall also have the right



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of taking possession and utilizing such materials, equipment and plant, belonging to the Operator, as may be at the site of the work in order to complete the unfinished work.

The amount that may have become due to the Operator on account of work already executed by him shall not be payable to him until after the expiry of six months reckoned from the date of the determination of contract or from the taking over of the work or part thereof by NMDC as the case may be. Further during this period of six months the responsibility for faulty workmanship in respect of such completed work shall under the contract, rest exclusively with the Operator.

Termination of the contract shall not prejudice or affect the rights of NMDC which may have accrued up to the date of such termination.

1.19 COMPLETION CERTIFICATE

- 1** On completion of work the Contractor will apply to the Engineer in- charge for the issue of completion certificate and the same will be issued within 30 (thirty) days of the completion of work in all respects, after verifying from the completion documents and satisfying himself that the work has been completed in accordance with details set out in the construction and erection drawings, technical specifications and the contract documents. No completion certificate shall be given nor shall the work be deemed to have been completed until the commissioning certificate issued by Engineer in Charge and all scaffolding, surplus materials and rubbish is cleaned off the site completely.
- 2** Following documents will form the completion certificate:
 - a) The technical documents according to which the work was carried out.
 - b) Four sets of as built drawings showing therein the modification and corrections made during the course of execution signed by the Engineer in-charge.
 - c) Certificates of tests performed for various works.
 - d) Materials appropriation statement for the materials issued, if any, by the Corporation and list of surplus material returned to the owner's store duly supported by necessary documents.
 - e) Statutory clearances / permissions.
 - f) Payment of all statutory duties, taxes, labour wages & others. (The document (s) having evidence of paying statutory duties, taxes etc. as per requirement of concerned statutory authorities).
 - g) Performance certificate issued by the Engineer-in charge on satisfactory continuous operation of plant for one month, as per respective guidelines.



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***[Annexure-13 to ITT]**

**(Format for Dummy Price Set- Attached as separate file for
Vol-I of Tender Document)**