



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.

10.4 Bidders shall give the required details and a breakup of their prices as per the price schedule format.

Supply of goods and Services quoted in Indian Rupee shall be quoted on “at-Employer’s site” basis and shall comprise of price including all taxes, levies & duties and APPLICABLE GST as on Base Date.

10.5 Void.

11.0 Bid Security (EARNEST MONEY DEPOSIT- EMD)

11.1 The tenderer shall submit Bid Security Declaration (BDS) [in bidder’s letter head] in place of EMD/Bid Security in Part - I of the tender.

Any bid not accompanied by Bid Security Declaration in Part-I of the offer [as per the proforma Annexure-1 to ITT] shall be considered as unresponsive and rejected.

11.2 The tenderer/firm will be suspended for a period of two years for submission of bids for tenders/contracts with NMDC Limited, in case of any of the following situations:

- (a) The tenderer withdraws or modifies the bid during the period of validity (or)
- (b) The tenderer fails to enter into Contract Agreement (as applicable), in case of award of work (or)
- (c) The successful tenderer fails to submit Contract Performance Guarantee / Security Deposit before the deadline as specified in the bid documents.

11.3 In consideration of the Owner considering the Tender for purpose of award, the Tenderer shall keep his Tender valid for a period of 180 days from the date of opening of Part-I 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 180 days or varies it during the validity period then the Owner shall be entitled to suspend the bidder for a period of two years for submission of bids for tenders/contracts with NMDC Limited.

12. Period of Validity of Bid

12.1 Bids shall remain valid for the period indicated in the **Bid Data Sheet/NIT**. A bid valid for a shorter period shall be rejected by the Employer as being non-responsive unless extended.

12.2 The Employer may solicit the Bidders’ consent to an extension of the bid validity period. The request and responses thereto shall be made in writing. If a Bidder accepts to extend the period of validity, the bid security shall also be extended by the Bidder accordingly. A Bidder may refuse



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the request without forfeiting its bid security. A Bidder accepting such request, shall not modify its bid on its own.

13. Void

14. Void

15. Deadline for Submission of Bids

15.1 Bids must be submitted to the Employer as per the manner and at the address specified in NIT / **Bid Data Sheet** and not later than the time and date (deadline) stated in the tender.

15.2 The Employer may, at its discretion, extend this deadline for submission of bids by amending the bidding documents in accordance with ITT **Sub-Clause 6.3**, in which case all rights and obligations of Employer and Bidders will thereafter be subject to such extended deadline.

16. Late Bids

Submission of bids after the deadline prescribed by the Employer in the SOT/NIT, will not be accepted in MSTC platform.

17. Modification and Withdrawal of Bids

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

17.2 Even after final submission, A bid can be deleted or withdrawn 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 modify his bid after final submission, he may do so by clicking the "Delete Bid" button and re-submit his bid.

17.3 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.

17.4 No bid shall be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal of a bid during this interval may result in suspension of the firm/bidder for a period of two years for submission of bids for tenders/contracts with NMDC Limited.

18. Opening of Bids by Employer

Opening of Bids shall be as specified in NIT.

19. Clarification of Bids



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19.1 During bid evaluation, the Employer may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing. While responding no change in the price or substance of the bid shall be sought, offered or permitted unless asked by Employer after completion of evaluation of bids.

20. Preliminary Examination of Bids

20.1 The Employer will examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or other criteria specified in the Bidding Documents will be rejected by the Employer and not included for further consideration. The Employer will also carry out a preliminary examination of any alternative bids submitted by Bidders.

20.2 Prior to the detailed evaluation, the Employer will determine whether each bid is of acceptable quality, is complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one:

- (i) that affects in any substantial way the scope, quality or performance of the Contract;
- (ii) that limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the successful Bidder's obligations under the Contract; or
- (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

20.3 In particular, bids with deviations from, objections to or reservations about critical provisions such as those concerning Bid Security (ITT Clause 11), Governing Law (GCC Clause 5), Taxes and Duties (GCC Clause 14), Performance Guarantees (GCC Clause 27), Defect Liability (GCC Clause 30), Patent Indemnity (GCC Clause 31) or Limitation of Liability (GCC Clause 32), as well as provisions specified in the Bid Data Sheet, if any, that the Bidder is not prepared to withdraw aforesaid deviations, objections or reservations at a withdrawal price, will be treated as non-responsive. The Employer's determination of a bid's responsiveness will be based on the contents of the bid itself without recourse to extrinsic evidence.

21.0 Techno-Commercial Evaluation of Bid

21.1 The Employer will carry out a detailed evaluation of the bids previously determined during preliminary examination of bids, to be substantially responsive, in order to determine whether the technical & commercial aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Employer will examine and



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compare the technical and commercial aspects of the bids on the basis of the information supplied by the Bidders, pursuant to **ITT Clause 8**, and other requirements in the Bidding Documents.

22. Qualification

- 22.1 The Employer will ascertain to its satisfaction whether Bidders determined as having submitted responsive bids are qualified to satisfactorily perform the Contract.
- 22.2 The determination will take into account the Bidder's financial, technical and production capabilities, in particular its Contract, work in hand, future commitments, current litigation, if any, and past performance. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder during EOI/ tender stage, as well as such other information as the Employer deems necessary and appropriate.
- 22.3 Determination of techno-commercial eligibility may be done during techno-commercial discussions/ clarifications. However, affirmative determination of eligibility shall be pre-requisite for opening of price bid.

23. Clarification of Bids and Review of Bidders' Proposed Deviations & Alternative Solutions

- 23.1 The Employer may seek clarification and may conduct meetings with each or any Bidder to clarify any aspects of its bid that require explanation at this stage of the evaluation. During these meetings, the Employer may bring to the attention of the Bidder any matters, technical or otherwise, where for whatever reason, it requires clarification / details about the bid, to be provided to the bid. All such amendments or changes required by the Employer will be listed in the "Record Notes of Discussions (RND)/ Minutes of Meeting (MOM)".
- 23.2 The RND/MOM will contain the exceptions or deviations in the bid that are unacceptable and that are to be withdrawn and of such exceptions or deviations that the Employer finds acceptable.
- 23.3 The Bidder shall submit the balance clarifications, confirmations, documentations etc as recorded in the RND within the time stipulated in the Record Notes of Discussion
- 23.4 Taking into consideration, the Record Notes of Discussion and the clarifications submitted by Bidder pursuant to **clause 23.3** above, the Employer will carry out further evaluation of the technical and commercial bid in the manner outlined in **clause 21** hereof.
- 23.5 The Employer will also advise the Bidder whether the proposed alternative bid, if any, is acceptable, and will identify the degree (if any) to which such an alternative bid may be incorporated in the Bid.
- 23.6 After holding clarification meetings and at the end of evaluation, the Employer will either:



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- (i) advise the Bidder to confirm the validity of their original price bids, or
- (ii) permit Bidder to submit updated price bid either as incremental/ decremental price with respect to the original price bid or as revised price bid, at a date informed to the Bidder by the Employer, OR
- (iii) notify the Bidder that its Bid has been rejected on the grounds
 - a) the bid is non responsive
 - b) the Bidder does not meet the minimum eligibility requirements set forth in the bidding document
 - c) the Employer determines that the technical bid do not meet his requirements

24. Updated Technical, Commercial and Price Bid

24.1 In the event, the Employer invites updated bid, the updated Technical, Commercial and Price bid shall be signed, sealed and submitted in the same manner specified for original bids.

24.2 The deadline for submission of updated bids and the required validity thereof shall be specified.

24.3 The Employer will carry out the technical and commercial evaluation of the updated bid in the manner outlined in **Clause 20** hereof.

25. Price Bid Evaluation

25.1 The Employer shall inform and communicate the date, time and venue of opening of price bids, to the Bidders whose offers are found to be techno-commercially acceptable.

25.2 The Employer shall open the price bid of the techno-commercially qualified bidders, at a date, time and venue communicated to the Bidders by the Employer. Such bidder can witness opening of price by login to online portal as given in NIT.

25.3 The evaluation shall be done based on the summary price table and detailed price schedules.

In case of a discrepancy due to arithmetic errors, corrected arithmetic total will be considered. If the Bidder does not accept the correction of errors, his bid will be rejected and action will be taken as per the Bid Security Declaration.

The comparison shall be “at Employer’s site” price of the facilities. The Employer’s evaluation will also include the costs resulting from application of the evaluation procedures described in ITT **Sub-Clause 25.5** and **Bid Data Sheet/ NIT**.

25.4 The Employer’s evaluation of a bid will take into account, in addition to the bid prices indicated in **Appendix-1**, the following costs and factors that will be added to each Bidder’s bid price in the evaluation, using pricing information available to the Employer, in the manner and to the extent indicated in ITT **Sub-Clause 25.5**.



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.

- (a) compliance with the time schedule called for in the Bidding Documents.
- (b) the Performance Guarantees of the Facilities offered.
- (c) the extra cost of work, services, Facilities, etc. required to be provided by the Employer or third parties.
- (d) any other relevant factors listed in the **Bid Data Sheet/NIT** or in the invitation for the Updated bid, or factors that the Employer deems necessary or prudent to consider.

25.5 Pursuant to **ITT Sub-Clause 25.4**, the following evaluation methods will be followed:

(a) **Contractual and Commercial Deviations**

The evaluation shall be based on the evaluated cost of fulfilling the Contractual compliance with all commercial, contractual and technical obligations under this bidding document. In arriving at the evaluated cost, the price for withdrawal of deviations shown in Annexure-5 of the bid will be used, if necessary. If such a price is not given, the Employer will make its own assessment of the cost of such a deviation for the purpose of ensuring fair comparison of bids. Such assessed costs of deviation shall be intimated to the accepted Bidders

(b) **Time Schedule (Program of Performance)**

The Facilities shall be commissioned within the period mentioned in the **Bid Data Sheet/NIT**

(c) **Performance Guarantees of the Facilities**

(i) Bidders shall state the performance guarantees (e.g., performance, efficiency, consumption) of the proposed Facilities in response to the Technical Specifications. Plant and equipment offered shall have a minimum (or maximum, as the case may be) level of performance guarantees specified in the Technical Specifications.

(ii) For the purposes of evaluation, the adjustment specified in the **Bid Data Sheet** will be added to the bid price for each drop (or excess) in the responsive performance guarantees offered by the Bidder, below (or above) either a norm of 100 or the value committed in the responsive bid with the most performing functional guarantees, as specified in the **Bid Data Sheet**.

(d) **Work, Services, Facilities etc., to be Provided by the Employer**

Where bids include the undertaking of work or the provision of services or Facilities by the Employer in excess of the provisions allowed for in the Bidding Documents, the Employer shall assess the costs of such additional work, services and/or Facilities during the duration of the Contract. Such costs shall be added to the bid price for evaluation.



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) **Specific Additional Criteria**

The relevant evaluation method shall be detailed in the **Bid Data Sheet/NIT** and/or in the Technical Specifications. In addition, such method will be used where Bidders are required to provide the price for withdrawal of deviations, pursuant to ITT **Sub-Clause 10.2**. If such a price is not given, the Employer will make its own assessment of the cost of such a deviation for the purpose of ensuring a fair comparison of bids.

25.6 The Employer at its own discretion shall have the right to open the initial original price bid submitted by the Bidder.

25.7 Any adjustments in price that result from the above procedures shall be added, for the purposes of comparative evaluation only, to arrive at the "Evaluated Bid Price." Bid prices quoted by Bidders shall remain unaltered.

26. **Void.**

27. **Contacting the Employer**

27.1 Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or Contract award decisions may result in rejection of the Bidder's bid.

28. **Changes in Qualification Status**

28.1 Prior to proceeding with the award of Contract, if circumstances have arisen that would change the Employer's opinion as to whether the Bidder is still qualified to satisfactorily perform the Contract, then Employer may reject the bid.

29. **Award Criteria**

29.1 Subject to ITT **Clause 28 & 30**, the Employer will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid.

30. **Employer's Right to accept Any Bid and to reject Any or All Bids**

30.1 The Employer reserves the right to accept or reject any First (Original) or Updated bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of grounds for the Employer's such action.

31. **Notification of Award**



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.

31.1 Prior to the expiration of the period of Updated bid validity, the Employer will notify the successful Bidder in writing by registered letter or by telefax, to be confirmed by the Bidder in writing by registered letter, that its Updated bid has been accepted. If the award is without qualification / condition the notification of award will constitute the formation of the Contract. If the award is made with some qualification / condition, then upon the Bidder's acceptance of such qualification / condition the Contract will be constituted.

32. Signing of Contract Agreement

32.1 After the Employer notifies the successful Bidder that its bid has been accepted, the Employer to facilitate signing of contract within 30 days of Letter of Award of Contract (LAC), shall provide the draft Contract agreement within 15 days of issue of LAC.

32.2 Within 15 (fifteen) days from the date of receipt of the draft Contract Agreement by the Contractor, the Contract Agreement will be signed. In the case of a consortium becoming the Successful Bidder, all the members of the consortium shall be signatories to the Contract.

33.0 Performance Security (Performance Bank Guarantee)

33.1 CPG for Main Contract (towards turnkey work execution)

33.1.1 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 three **percent (3%) of the total contract price for the turnkey work execution (i.e. @3 % 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 30 (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



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of work and forfeiture of the EMD.

This CPG (i.e. the 1st CPG as per Cl. 31.1.1 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.

33.1.2 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-II (Technical Specifications & Scope of Work) of Tender document]. Accordingly, the CPG for the main contract (as at Cl. 33.1.1) 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. 33.1.1. above.

In case the extension to the contract performance guarantee for the main contract as per Cl. 33.1.2 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. 33.1.1 above, Owner shall be entitled to encash the 1st CPG of the main contract without any notice whatsoever.

33.1.3 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 three **Percent (3 %)** of total cost of supply of PV modules, 3 months prior to the expiry of extended CPG for main contract as per Cl. 33.1.2 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.



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.

- (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. 33.1.2 above, Owner shall be entitled to encash the extended CPG of the main contract as per Cl. 33.1.2 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.

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

33.2.1 Regarding Contract Performance Guarantee for **Comprehensive Operation & Maintenance (O&M) contract**, Contractor shall furnish performance bank guarantee equivalent to three **Percent (3 %)** 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**.

33.2.2 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. 33.1.1 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.

33.2.3 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.

33.3 In case the contract performance guarantee for the COMC 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. 33.1.1 above (*i.e. the 1st*



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.

CPG), the Owner shall be entitled to encash the CPG of the main contract without any notice whatsoever.

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

Failure of the successful Tenderer to comply with the above requirements of submission of Performance Guarantee(s) shall constitute sufficient grounds for cancellation of the award of work and to take action as per the id Security Declaration.

33.4 Return of Performance Bank Guarantee: The Bank Guarantee shall be returned to the Contractor upon request after the expiry of the defects liability period and on certification of Engineer as 'no pending issues'.

34. Risk Purchase Action

34.1 Failure of the successful Bidder to comply with the requirements of **ITT Clause 32 or Clause 33** shall constitute sufficient grounds for the annulment of the award, take action as per the Bid Security Declaration and execution of facilities at the **risk and cost** of the successful bidder.

35. Effective date of Contract

35.1 The Effective Date of Contract shall be counted from the date of 30th day of issue of the Letter of Award of Contract (LAC)/LOI.

36. Funding by Bidder

36.1 If so, specified by the Employer in the Invitation for Bids, the Bidder should submit separately an independent proposal for arranging finance in the form of Multilateral / Bilateral Credit / Loan, Bidder's Credit, etc. for the supplies & services to be provided / rendered under the scope of work for the Facilities. The terms & conditions of credit / loan, like principal amount, currency for repayment if credit / loan is from overseas source(s), payment schedule, rate of interest, guarantee fee, commitment fee, management fee, agency fee, financial charges as may be required, etc. should be indicated. Sovereign Guarantee from the government of India shall not be available.

37 Integrity Pact

37.1 If required for the Contract and provided in Bid Data Sheet, the Bidders shall sign an integrity pact and attach the same with his Bid. The format for the integrity pact is attached along with the documents (Annexure – 10 to ITT). The Integrity Pact has to be signed by the Proprietor /Owner/ Partner / Director or by their duly Authorized signatory. In case of failure to return the Integrity Pact along with offer/bid, duly signed by the authority as mentioned above, will disqualify the offer/bid.



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.

- 37.2 Integrity Pact: NMDC is committed to fostering the ethical and corruption-free business environment. It values its relationship with all counterparties and deals with them in a fair and transparent manner.
- 37.3 Integrity Pact is a tool, which ensures that all activities and transactions between NMDC Limited and their counterparties are handled in a fair, transparent and corruption-free manner.
- 37.4 **Following is the procedure for submitting the Integrity Pact;**
- 37.4.1 Tenderers shall submit the Integrity Pact (IP) document on its company's letter head, duly signed by the authorized representative on all pages.
- 37.4.2 If the Bidder / Contractor is in a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.
- 37.4.3 On behalf of NMDC, the Integrity Pact will be signed by the authorized nominee on receipt of Integrity Pact signed by the Bidder.
- 37.4.4 The Integrity Pact shall be submitted online with Part-I of the offer.
- 37.4.5 The Bidder shall not change the contents of Integrity Pact.
- 37.4.6 The Bidder / Contractor will abide by the conditions given in the IP document enclosed as annexure along with the tender document.
- 37.4.7 The details of the External Independent Monitors nominated for this tender are given hereunder:

Sl. No.	Name of the External Independent Monitor & Address
1.	Shri P R Ravi Kumar, IRS (Retd.) Akshath, No. 84, First Avenue, Kumaranasan Nagar, Ernakulam, Kerala - 682020
2.	Shri Jagdish Chander Sharma, IAS (Retd.) H. No. 188, Road No. 21-A, Prashasan Nnagar, Jubilee Hills Near Road No. 72, Hyderabad – 500110, Telangana

38 Compliance with Company 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.

38.1 The Bidder must declare whether the proprietor/ partner of the firm/ Director of the limited company has any relation with any employee working in the Plants/ Units concerned or director of NMDC including its subsidiaries and if so, the details or the relation thereof must be furnished.

39. General

39.1 The Employer may conduct price negotiations, if required, with L-1 (i.e. lowest evaluated) bidder only.

39.2 Purchase preference will be given to PSUs as per prevailing guidelines of the Govt. of India.

39.3 If at any point of time, it was found by the Employer that the bidder has furnished false information, the employer may reject the bid.

39.4 The bidder may download the bidding document from website mentioned in NIT. In case of any discrepancy, the hard copy of the bidding document shall prevail.

40.0 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 Policy is on the NMDC website, www.nmdc.co.in

The Grounds for Banning of Business Dealings and the Banning Period as per the Policy as given at Annexure – 14.



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 – 1

PROFORMA FOR 'BID SECURITY DECLARATION'

(To be submitted by the Bidder/Contractor in Part – I of the Bid)

(To be submitted on Bidder's Letter Head)

I / We (name of the firm / bidder) hereby confirm my acceptance / our acceptance against the 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"** that in case of any of the following situations, our firm will be suspended for a period of two years for submission of bids for tenders / contracts with NMDC Limited:

1. Withdraw or modify the bid during the period of validity (or)
2. Fail to enter into Contract Agreement (as applicable), in case of award of work (or)
3. Fail to submit Contract Performance Guarantee / Security Deposit before the deadline as specified in the bid documents.

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 - 2

PROFORMA OF LETTER OF UNDERTAKING (LOU)

(To be submitted by the Bidder/Contractor in Part – 1 of the Bid)
(To be submitted on Bidder's Letter Head)

(ITT CLAUSE – 8.1.2)

Bidder's Ref. No. -----

Dated :

**M/s NMDC Ltd,
Khanij Bhavan, 10-3-311/A,
Castle Hills, Masab Tank,
Hyderabad - 500 028
Telangana, INDIA**

Dear Sirs,

1. We have read and examined the following Tender / Bidding Documents relating to the facilities **“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”**.
 - a) Notice Inviting Tender (NIT) including Bid Data Sheet
 - b) Instruction to Tenderer (ITT) with Annexures
 - c) Form of Contract Agreement with Appendices
 - d) General Conditions of Contract (GCC) with Annexures
 - e) Special Conditions of Contract (SCC)
 - f) Safety Code for Contractors with Annexures
 - g) Technical Specifications



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.

- h) Any other documents (specify) including addenda / Corrigenda, if any.
2. Having examined the bidding documents, including addenda / Corrigenda, the receipt of which is hereby acknowledged, we, the undersigned, offer the above-named Facilities 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. We hereby submit our tender as per terms of NIT and other documents.
 3. We further undertake, if invited to do so by you, and at our own cost, to attend a clarification meeting at a place of your choice, for the purpose of reviewing our Bid and duly noting all amendments and additions thereto and noting omissions there from that you may require.
 4. We undertake, if our bid is accepted, to commence execution of work of the facilities and to achieve completion within the respective times stated in the bidding documents / quoted by us in our bid.
 5. If our bid is accepted, we undertake to provide a Performance Guarantee in the form, in the amount, and within the time specified in the bidding documents.
 6. We undertake to keep our Tender valid initially for a period of one hundred eighty (180) days from the date of opening of Part-I tender i.e., up to We hereby further undertake that I/We shall not vary/alter or revoke my/our Tender during the said period or extended period, if any.
 7. We also submit herewith the prescribed Bid Security Declaration. NMDC shall have the right to take action as per the Bid Security Declaration, in addition to any other provision of ITT, if I/We do not comply with the undertaking given at 4, 5 & 6 above.
 8. We undertake that *I/we 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 the subject 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.

9. Should this Tender be accepted, we also agree to abide by and fulfil all the terms, conditions and provisions of the above mentioned tender documents.
10. I/We have
 - a) Downloaded the bid document and subsequent clarifications / amendments / corrigendum's, if any from NMDC's website
 - b) Downloaded the bid document and subsequent clarifications / amendments / corrigendum's, if any from Central public procurement portal
 - c) Downloaded the bid document and subsequent clarifications / amendments / corrigendum's, if any from MSTC Portal
11. We hereby confirm that before submission of this bid, We have visited the site and fully acquainted with local conditions and factors for execution of the works covered under these bid documents and technical specifications and that we shall have no claims against NMDC on these counts at any time".
12. Until a formal Contract is prepared and executed between us, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
13. 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 and in particular the clause on joint bidding as applicable to us.
16. Undertaking of Class-1/ Class-2/ Local Content
17. Cross Border issue as per Sec.144



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.

Signature along with Seal of Co.

.....

(Of the person duly authorised to sign the Bid)

Name -

Designation -

Name of Company -

(In block letters)

Date & Postal Address -.....

WITNESS

Signature -

Telegraphic Address-

Date -

Name & Address -

.....

Telephone No. -

Strikeout 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 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 BIDDER

Sl.No	Description	Details
1.	Constitution or legal status of Bidder (Attach Copy)	
2.	Place of registration (Attach Copy)	
3.	Principal place of business	
4.	Total value of Works executed in the last Seven years (in Rs. Lakhs)	
5.	Details of works in hand at present indicating value of works (As per Annexure-8)	
6.	Name & Designation of Power of Attorney Holder submitting the bid	
7.	Name of contact person with designation, address, telephone, telex, fax, e-mail, etc. for correspondence / communication.	

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 – 4

DETAILS OF WORKS DONE, AS PER ELIGIBILITY CRITERIA DURING THE PAST SEVEN YEARS

Details against Eligibility Criteria as given in Bid Data Sheet (BDS)

Sl. No	Client's Name and address with PIN, Phone, Fax No & Email ID	Name of work & Location	Scope of work carried out by the bidder	Agreement / LAC/ WO No & Date	Contract value (Rs. In Lakhs)		Date of Start	Date of Completion		Ref. of Document (to be Uploaded)
					Awarded	Actual on Completion		As per Agreement / LAC/ WO	Actual	

Note:

1. The above works shall be supported by 'copies of the completion/performance certificate from the Owner/Client or Executing Agency / Consultant appointed by Owner / Client indicating the name of work, the description of work done by the bidder, date of start, date of completion (contractual & actual) and contract value as awarded and as executed by the bidder'. "Contract Value" shall mean gross value of the completed work including cost of materials supplied by the owner/client but excluding those supplied free of cost.
2. 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.
3. No New Credentials of works pre-existed/referred in the offer, submitted at the time of tender opening, will be considered for evaluation of eligibility criteria.
4. NMDC, may at its discretion, verify the documents in respect of 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

DEVIATIONS TO THE TENDER CLAUSES

Sl. No.	Clause No.	Clause as per Tender Document	Clause as proposed by the Bidder/ Intended effect	Deviation Withdrawal price quoted along with the price bid (Yes / No) – Refer Bid Data Sheet

- (1) The Bidder hereby certifies that the deviations mentioned above are the only deviations to the tender conditions.
- (2) Deviations elsewhere furnished shall be ignored.
- (3) If there are no deviations, then Annexure –5 has to be submitted by indicating 'NIL'.

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

PROPOSED ORGANIZATIONAL SETUP AT PROJECT SITE

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

Signature of Bidder 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 – 7

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 Employer only after submission of a copy of the valid PF Code number allotted to us

Signature of Bidder 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 – 8

DETAILS OF WORKS IN HAND AT PRESENT

Sl. No.	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

Signature of Bidder 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 – 9

Important Instructions for E-procurement

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 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 TECHNO-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).

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.

FOR DETAILS, PLEASE GO THROUGH THE VENDOR GUIDE AND THE VIDEO UNDER “VIEW VIDEO” LINK

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



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. **Vendor Guide Link** → <https://www.mstcecommerce.com/eprochome/UserManualVendor.pdf>

2. **Video Link** → <https://www.mstcecommerce.com/auctionhome/RenderFileViewVideo.jsp?file=IE-Configuration.mp4>

2. Submission of Bids:

a) The process involves Electronic Bidding for submission of Techno Commercial Bid (Part-I) as well as Price Bid (Part-II).

<https://www.mstcecommerce.com/eprochome/nmdc> → **Vendor Login** → **My menu** → **Bidding Floor** → **Live Events** → **Selection of the Live Event** → **Tech-Com Cover (Part-I)** → **Price-Bid (Part-II)** → **Final Submission**

b) The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. If this application is not run then the bidders will not be able to save/submit his/her bid.

c) Tech-Com Cover (PART-I):

1.) Techno-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.) The bidder has to submit scan copies of all the documents online in MSTC platform as mentioned in the NIT for PART I before scheduled closing time.

3.) 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-II of such unresponsive bid will not be opened.

d) Price-Bid (PART-II):

After submitting Tech-Com Cover (PART-I), 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.

Price bid will be opened electronically of only those bidder(s) whose Part-I (Techno-Commercial Bid) is found to be Techno-Commercially acceptable to NMDC Ltd. The Bidders are advised to offer their most competitive prices while submitting the price bid.

e.) All entries in the tender should be entered in online Techno-Commercial Formats without any ambiguity.



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.

- f.) Bidders are instructed to use *upload Docs* button against the clauses in PART I under event number selected. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.
- g.) 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).
- h.) 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.**
- i.) 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 <https://www.mstcecommerce.com/eprochome/nmdc> of MSTC Ltd. or www.nmdc.co.in of NMDC Ltd
- j.) E-tender cannot be accessed after the due date and time mentioned in NIT.
- k.) In all cases, bidders should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- l.) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- m.) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned.
- n.) 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**.
- o.) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- p.) 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.
- q.) 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.
- r.) 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.

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

Contact Persons at MSTC Ltd.	<u>Shri. Krishna Kanth.</u> Email : krishna366377@gmail.com Mobile : +91 8333036366	<u>Shri. Dhananjay Kumar</u> Email: dkumar@mstcindia.co.in Landline No: 040-23301049 Mobile : 9650554645
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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 Notes:

- 1) Bids for the subject work have been invited in 2 bid system as mentioned in NIT viz. (a). Part-I consisting of Bid Security Declaration (BSD), Letter of Undertaking, Integrity Pact, Pre-qualification data, techno-commercial bid and dummy price schedule & Part-II consisting of Price Bid.
- 2) In case of any clarification, please contact NMDC/MSTC Limited (well before the scheduled time of e-tender).
- 3) Part II (Price bid) will be opened electronically of only those bidder(s) whose Part I of the Bid are found to be acceptable to NMDC Ltd. Such bidder(s) will be intimated about the date of opening of Part II Price Bids by NMDC, through valid email confirmed by them.
- 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 techno-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, Punitive action including suspension and banning of business will 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.



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

(To be Submitted on Bidder's Letter Head)

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 (*Name of the Work*). 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:-



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.

- 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.
- (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



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.

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 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.



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 4 – Forfeiture of 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 take action as per the Bid Security Declaration.
- (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* Security Deposit / take action as per the Bid Security Declaration.

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, he 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.*

Section 7 – Criminal charges violating Bidders/Contractors/Sub-Contractors