



Solar Energy Corporation of India Limited
(A Government of India Enterprise)
CIN: U40106DL2011GOI225263

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Saket, New Delhi - 110 017
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Notice Inviting Tender

For

Tender for Design, Engineering, Supply, Construction, Erection, Testing, Commissioning including 05 Years of O&M for setting up of 15 kW (AC) Solar PV Power Plant with 50 kWh Lithium Titanium Oxide BESS at Kumar Post, Siachen Glacier, J&K region

Tender No. SECI/C&P/SIACHEN/072019
Dated: 11/07/2019

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DISCLAIMER

1. Though adequate care has been taken while preparing the tender document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given to the office of Employer/ Owner immediately. If no intimation is received from any bidder within **10 (Ten) days from the date of issuance of Tender documents**, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).
2. Solar Energy Corporation of India Ltd (SECI) reserves the right to modify, amend or supplement this document.
3. While this tender document has been prepared in good faith, neither SECI nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.

Place: New Delhi

Date: 11/07/2019



SECTION - I

INVITATION

FOR BIDS (IFB)

INVITATION FOR BIDS (IFB)

FOR

Tender for Design, Engineering, Supply, Construction, Erection, Testing, and Commissioning including 05 Years of AMC for setting up of 15 kW (AC) Solar PV Power Plant with 50 kWh Lithium Titanium Oxide BESS at Siachen Glacier, J&K region

(SINGLE STAGE TWO ENVELOPE BIDDING)

Under e-Tendering

- 1.0 After independence, the Ministry of Defence was created under the charge of a Cabinet Minister and each Service was placed under its own Commander-in-Chief. In 1955, the Commanders-in-Chief were renamed as the Chief of the Army Staff, the Chief of the Naval Staff and the Chief of the Air Staff. In November 1962, the Department of Defence Production was set up to deal with research, development and production of defence equipment. In November, 1965, the Department of Defence Supplies was created for planning and execution of schemes for import substitution of defence requirements.
- 2.0 The Indian Army is the land-based branch and the largest component of Indian Armed Forces. The President of India is the Supreme Commander of the Indian Army. The primary mission of the Indian Army is to ensure national security and national unity, defending the nation from external aggression and internal threats, and maintaining peace and security within its borders. It conducts humanitarian rescue operations during natural calamities and other disturbances, like Operation Surya Hope, and can also be requisitioned by the government to cope with internal threats.
- 3.0 The EPC/ Tender activities in respect of the aforesaid Project has been entrusted to Solar Energy Corporation of India Limited (A Government of India Enterprise) incorporated under the Companies Act, 2013, having its Registered Office at D - 3, 1st Floor, Wing - A, Prius Platinum Building, District Centre, Saket, New Delhi - 110 017 (hereinafter referred to as 'SECI'/ Executing Agency). For the purpose of all procurement activities related to the said works, SECI shall be referred to as 'Executing Agency'.
- 4.0 Executing Agency (SECI), therefore on behalf of the "Owner/Client" MNRE, invites bids from eligible bidders to participate in the Tender for Design, Engineering, Supply, Construction, Erection, Testing, Commissioning including 05 Years Plant AMC of 15 kW (AC) Solar PV Power Plant with 50 kWh Lithium Titanium Oxide BESS at Kumar Post Siachen of J&K.
- 5.0 **VOID**
- 6.0 The complete Bidding Documents are available at ETS portal <https://www.bharat-electronictender.com> as well as on SECI's website <http://www.seci.co.in>. Interested bidders shall download the Bidding Documents from the portal <https://www.bharat-electronictender.com> as per the provisions available therein.

15 kWp Solar PV Power Plant with 50 kWh Lithium Titanium Oxide BESS	<u>Tender No. SECI/C&P/SIACHEN/072019</u>	<u>IFB</u> Page 2 of 9	<u>Signature of Bidder</u>
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7.0 Interested bidders have to necessarily register themselves on the portal <https://www.bharat-electronictender.com> through M/s Electronic Tender.com (India) Pvt. Limited (ETS), New Delhi to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s ETS, New Delhi to complete the registration formalities. The address of M/s ETS is mentioned on the Bid Information Sheet. All required documents and formalities for registering on ETS are mentioned in the subsequent bidding documents. They may obtain further information regarding this IFB from the registered office of SECI at the address given on the Bid Information Sheet from 10:00 hours to 17:00 hours on all working days.

For proper uploading of the bids on the portal namely <https://www.bharat-electronictender.com> (hereinafter referred to as the 'portal'), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting M/s Telecommunications Consultants India Limited, New Delhi directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. The Executing agency in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of Section II - ITB of the Bidding Documents.

8.0 While submitting/ uploading the bids, the system through portal asks to key in the pass-phrase for encryption of the documents. The pass-phrase is required by executing agency for opening the bids (Separate for both First Envelopes as well as Second Envelopes). **The same may be submitted on the portal as per the provisions existing for submission of the pass-phrase and as per the details given in ITB.**

In the event of not opening of the bid with the pass-phrase provided by the bidder, Executing agency on its discretion may give an option through the portal, to the bidder to open its bid as per provisions available on the portal. However, Executing agency shall not be responsible if bid could not be opened within reasonable time for what so ever reason. In such a case, the bid shall be sent unopened to 'Archive' on the portal and shall not be considered at all any further.

9.0 A Single Stage Two Envelope Bidding Procedure will be adopted and will proceed as detailed in the Bidding Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of ITB/ BDS and the contract shall be executed as per the provisions of the Contract. It shall be noted that the respective rights of the Executing agency and the Bidder/ Contractor shall be governed by the Bidding Documents/ Contract signed between the Executing agency and the Contractor for the package.

10.0 Bidders should submit their bid proposal online complete in all aspect on or before last date and time of Bid Submission as mentioned on ETS Portal (<https://www.bharat-electronictender.com>), SECI website <http://www.seci.co.in> and as indicated in the Bid Information Sheet.

11.0 Bidder shall submit bid proposal along with non-refundable Tender Processing Fees, Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Techno-

Commercial bids will be opened as per the Bid Information Sheet in offline/ online presence of authorised representatives of bidders who wish to be present offline/ online. Bid proposals received without the prescribed Tender Processing Fees and Earnest Money Deposit (EMD) will be rejected. **In the event of any date indicated is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.**

12.0 Tender documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, formats etc. can be downloaded from ETS Portal (<https://www.bharat-electronictender.com>) or from SECI website (<http://www.seci.co.in>). **It is mandatory to download official copy of Tender Document from Electronic Tender System (ETS) Portal to participate in the Tender.** Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this Tender shall be uploaded on ETS website. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above mentioned ETS website. The same may also be uploaded on SECI website <http://www.seci.co.in> also. **However, in case of any discrepancy, the information available on ETS website shall prevail.**

13.0 The detailed scope of work includes :

13.1 Design, Engineering, Supply, Construction, Erection, Testing, Commissioning of 15 kW (AC) Solar PV Power Plant with 50 kWh Lithium Titanium Oxide BESS at Kumar Post Siachen Base Camp district of J&K.

13.2 Comprehensive Annual Maintenance Contract of the Solar PV Power Plant for 05 (five) years as mentioned in detailed scope of work after successful commissioning and Final Acceptance, as detailed in technical specification including supply and storage of all mandatory spare parts, consumables, repairs/ replacement of any defective equipment etc.

The above scope of work is indicative and the detailed scope of work is given in the Scope of Work and Technical Specification (Section - VII) of the Tender Documents.

14.0 In case a Tender provides provision for multiple bids by a common bidder, then separate EMD(s) and Tender Processing Fees shall be furnished for all the bids as listed out in the Tender along with the response to Tender. Kindly refer the Clause of Bid Information Sheet for details. EMD shall be enclosed in a sealed envelope and shall be submitted in the office of Executing agency (offline) whose mailing address is mentioned in the Bid Information Sheet.

15.0 For multiple packages (If any), separate Performance Securities shall be furnished against each package being executed under this Tender (*indicating the list of Packages as per Tender where project(s) are to be executed*) by the successful bidder after issuance of Notification of Award (NOA)/ Letter of Intent (LOI)/ Letter of Allocation (LOA) by Employer/Executing Agency on behalf of Owner.

16.0 The detailed Qualifying Requirements (QR) are given in the Annexure to BDS.

17.0 The Executing agency shall conduct e-Reverse Auction (e-RA), if required or as per provisions of **Special Conditions of Contract (SCC) /Instructions to Bidders (ITB)** of Tender documents.

15 kWp Solar PV Power Plant with 50 kWh Lithium Titanium Oxide BESS	<u>Tender No. SECI/C&P/SIACHEN/072019</u>	<u>IFB</u> Page 4 of 9	<u>Signature of Bidder</u>
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- 18.0 ***Executing agency/ Owner reserves the right to cancel/ withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.***

INTERPRETATIONS

1. Words comprising the singular shall include the plural & vice versa.
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.

The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

BID INFORMATION SHEET

The brief details of the tender are as under:

(A)	NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB	<p>Design & engineering, procurement & supply of equipment and materials, testing at manufacturers works, multi – level inspections, packing and forwarding, receipt, unloading and storage at site, associated civil works, services, permits, licences, installation and incidentals, insurance at all stages, erection, testing and commissioning of 15 kWp Solar PV Power Plant with 50 KWh Lithium Titanium Oxide BESS and final Acceptance with associated equipment and materials on turnkey basis at Kumar Post Siachen, Leh along with 05 (Five) years comprehensive Annual Maintenance Contract from the date of Final Acceptance.</p> <p>1. Design, Procurement & Supply and erection of the following, in all respect:</p> <p>1.1 Adequate capacity of solar PV modules of suitable rating panels including module mounting structures and fasteners, MMS foundation and module interconnection</p> <p>1.2 Power Conditioning Units (PCU) with SCADA compatibility, common AC power evacuation panel with bus bars and circuit breakers LT & HT Power Interfacing Panels, Plant Monitoring Desk, AC & DC Distribution boards.</p>
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		<p>1.3.Array Junction boxes, distribution boxes and Fuse boxes: MCBs/ isolators, Surge Arrestors with string monitoring capabilities and with proper lugs, glands, ferrules, terminations and mounting structures.</p> <p>1.3.50KWH Lithium Titanium oxide Battery Bank with Battery Management system and accessories, auxiliaries, such as HVAC and fire suppression systems, step-up transformers, ac switchgear, Control Systems etc. with Power and Energy ratings as specified.</p> <p>1.4.Step – up transformers in relevance with state grid code and inverter manufacturer requirements. Auxiliary transformer (s) for internal consumption.</p> <p>1.5.Metering and protection system along with its battery system.</p> <p>1.6. Indoor switchgear and panels having incoming and outgoing feeders with VCBs, CTs, PTs, Bus bars, cables terminals kits and bus section panel. The control and relay panel should form integral part of the switchgear (i.e., should be physically integrated into one unit). The switchgear will be installed in a separate switchgear room.</p> <p>1.7 Spares & consumables, as required or recommended, for the complete AMC period.</p> <p>1.8 Testing instruments for maintenance and monitoring of equipment</p> <p>1.9 The detailed scope of work is given in Section VII: Scope of Work, specifications and Drawings of this bidding documents.</p>				
(B)	TENDER NO. & DATE	SECI/C&P/SIACHEN/072019 dated 11/07/2019				
(C)	MULTIPLE BIDDING SYSTEM	<table border="1"> <tr> <td>ALLOWED</td> <td><input type="text"/></td> </tr> <tr> <td>NOT ALLOWED</td> <td><input type="text" value="Yes"/></td> </tr> </table>	ALLOWED	<input type="text"/>	NOT ALLOWED	<input type="text" value="Yes"/>
ALLOWED	<input type="text"/>					
NOT ALLOWED	<input type="text" value="Yes"/>					
(D)	TYPE OF TENDER	<table border="1"> <tr> <td>E-TENDER</td> <td><input type="text" value="Yes"/></td> </tr> <tr> <td>MANUAL</td> <td><input type="text"/></td> </tr> </table>	E-TENDER	<input type="text" value="Yes"/>	MANUAL	<input type="text"/>
E-TENDER	<input type="text" value="Yes"/>					
MANUAL	<input type="text"/>					

(E)	COMPLETION/ CONTRACT PERIOD	As mentioned in Special Conditions of Contract (SCC).					
(F)	TENDER PROCESSING FEE	<table border="1"> <tr> <td>APPLICABLE</td> <td><input type="text" value="Yes"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input type="text"/></td> </tr> </table>	APPLICABLE	<input type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>	<p>Amount: INR 6,000/- (Indian Rupees Six thousand only) inclusive of GST @ 18%</p>
APPLICABLE	<input type="text" value="Yes"/>						
NOT APPLICABLE	<input type="text"/>						
(G)	EARNEST MONEY DEPOSIT (EMD)	<table border="1"> <tr> <td>APPLICABLE</td> <td><input type="text" value="Yes"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input type="text"/></td> </tr> </table>	APPLICABLE	<input type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>	<p>Amount: INR 1, 62,000/- (Indian Rupees One Lakhs and Sixty Two thousand only).</p>
APPLICABLE	<input type="text" value="Yes"/>						
NOT APPLICABLE	<input type="text"/>						
(H)	CONTRACT PERFORMANCE SECURITY	<table border="1"> <tr> <td>APPLICABLE</td> <td><input type="text" value="Yes"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input type="text"/></td> </tr> </table>	APPLICABLE	<input type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>	
APPLICABLE	<input type="text" value="Yes"/>						
NOT APPLICABLE	<input type="text"/>						
(I)	DATE, TIME & VENUE OF PRE-BID MEETING	<p>Schedule as mentioned at Online portal Solar Energy Corporation of India Limited (A Government of India Enterprise) D - 3, 1st Floor, Wing - A, Prius Platinum Building District Center, Saket New Delhi - 110 017</p>					
(J)	OFFLINE & ONLINE BID-SUBMISSION DEADLINE	13/08/2019 up to 1400 HRS					
(K)	OFFLINE & ONLINE BID OPENING	13/08/2019, 1600 HRS onwards					
(L)	FINANCIAL BID OPENING	To be intimated subsequent to the shortlisting of Techno Commercial Bids					
(M)	TECHNICAL QUERIES CONTACT DETAILS	<p>Shri R.K Jain AGM (Solar) OR Mr. Prashant Kumar Upadhyay</p>					

		Deputy Manager (Solar) Solar Energy Corporation of India Limited (A Government of India Enterprise) D - 3, 1 st Floor, Wing - A, Prius Platinum Building, District Centre, Saket, New Delhi - 110 017 Phone: 011-71989200/ 71989239/ 71989211
(N)	CONTACT DETAILS OF ETS	M/s Electronic Tender.com (India) Pvt. Limited 1001, City Court, M. G. Road Gurugram - 122 002, HARYANA Customer Support: +91-124-4229071, 4229072 (From 1000 HRS to 1800 HRS on all Working Days i.e. Monday to Friday except Government Holidays)

- 1.0 Bids must be submitted strictly in accordance with Clause no. 11 of ITB depending upon Type of Tender as mentioned at Clause no. (D) of Bid Information Sheet. The IFB is an integral and inseparable part of the Tender document.
- 2.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/ exceptions.
- 3.0 Any bidder, who meets the Qualifying Requirement and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from ETS Portal (<https://www.bharat-electronictender.com>) and/ or SECI website (www.seci.co.in) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.
- 4.0 Clarification(s)/ Corrigendum(s) if any shall also be available on above referred websites.
- 5.0 NOA/ LOI/ LOA for LSTK (Lump Sum Turn Key)/ EPC (Engineering, Procurement & Commissioning) job shall be issued to successful bidder(s). The NOA/ LOI/ LOA for LSTK/ EPC job shall be awarded in following respective parts as mentioned briefly below: -
 - (i) **First Contract (Supply and Services):** FOR destination basis Supply including Transportation for delivery up to Base camp and Insurance of all Equipment and materials including mandatory spares and any other supplies specified in the Contract Documents & providing all services i.e., including Unloading, Storage, Handling at Site, Civil Works, Erection, Installation, Testing and Commissioning including Final Acceptance in respect of all the Equipment supplied under the scope of Supply and any other services specified in the Contract Documents..
 - (ii) **Second Contract (AMC):** For providing Comprehensive Annual Maintenance Contract of the Solar PV plant for 05 (Five) years from the date of commissioning or Final Acceptance, whichever is later, as detailed in technical specification including supply and storage of all spare parts, consumables, repairs/ replacement of any defective equipment etc.

Both contracts will contain a cross fall breach clause specifying that breach of one will constitute breach of the other

- 6.0 However, the above-mentioned contract award methodology may be modified/ changed based on specific project requirements and upon sole discretion of Executing Agency/ Owner.



SECTION - II

INSTRUCTION TO BIDDERS (ITB)

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8. CLARIFICATION OF TENDER DOCUMENTS
9. AMENDMENT OF TENDER DOCUMENTS

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Preamble

This part (Section - II) of the Tender Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Executing Agency/ Owner. It also provides information on bid submission and uploading the bid on portal <https://www.bharat-electronictender.com>, bid opening, evaluation and on contract award. This Section (Section - II) contains provisions that are to be used unchanged unless Section - III (Bid Data Sheets) and Section - V (Special Conditions of Contract), which consists of provisions that supplement, amend, or specify in detail, information or requirements included in ITB and that are specific to each procurement, states otherwise. If there is a conflict between the provisions of Section – II, Section – III and Section - V, the provisions of Section - V shall prevail.

However, provisions governing the performance of the Contractor, payments under the contract or matters affecting the risks, rights and obligations of the parties under the contract are not included in this section but instead under Section - IV (General Conditions of Contract) and/ or Section - V (Special Conditions of Contract).

Bidders may note that the respective rights of the Executing Agency/ Owner and Bidders/ Contractors shall be governed by the Tender Documents/ Contracts signed between the Executing Agency/ Owner and the Contractor for the respective package(s). The provisions of Tender Documents shall always prevail over any other documents in case of contradiction.

Further in all matters arising out of the provisions of this Section - II, Section - III and the Section - V of the Tender Documents, the laws of the Union of India shall be the governing laws and courts of New Delhi shall have exclusive jurisdiction.

[A] - GENERAL

1 SCOPE OF BID

- 1.1 The Executing agency/ Owner, wishes to receive Bids as described in the Bidding documents/ Tender documents issued by Executing agency/Owner.
- 1.2 SCOPE OF BID : The scope of work/ Services shall be as defined in the Tender documents.
- 1.3 The successful bidder will be expected to complete the entire scope of work within the period stated in Section - V, Special Conditions of Contract.
- 1.4 Throughout the Tender Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/ Tenderer, Bidding Documents/ Tender Documents, Bid/ Tender/ Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2 ELIGIBLE BIDDERS

- 2.1 The Bidder shall not be under a declaration of ineligibility by Executing Agency for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause no. 39" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder shall not be debarred by Executing Agency/ Owner/ Ministry of New & Renewable Energy (MNRE) for future bidding due to "poor performance" or "corrupt and fraudulent practices" or any other reason in the past. Further, neither bidder nor their allied agency(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) should be on the banning list of Executing Agency/ Owner or the Ministry of New & Renewable Energy (MNRE).

If the tender documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/ Award and will be returned immediately to such bidders.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to Executing Agency/ Owner by the bidder.

It shall be the sole responsibility of the bidder to inform Executing Agency/ Owner/ MNRE in case the bidder is debarred from bidding by Executing Agency/ Owner/ MNRE or Public Sector Project Management Consultant. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no. 39 of ITB.

- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.

In case there is any change in status of the declaration prior to award of contract, the same

has to be promptly informed to Executing Agency/ Owner by the bidder.

It shall be the sole responsibility of the bidder to inform Executing Agency/ Owner in case the bidder is under any liquidation court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no. 39 of ITB.

2.4 Bidder shall not be affiliated with an entity:

- (i) that has provided consulting services related to the work to the Executing Agency/ Owner during the preparatory stages of the work or of the project of which the works/ services forms a part of or
- (ii) that has been hired (proposed to be hired) by the Executing Agency/ Owner as an Engineer/ Consultant for the contract.

2.5 Neither the entity [appointed as the Project Management Consultant (PMC) for a contract] nor its affiliates/ JV's/ Subsidiaries shall be allowed to participate in the tendering process.

2.6 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria as mentioned in the Annexure to BDS.

3 BIDS FROM CONSORTIUM/ JOINT VENTURE

3.1 Bids from Consortium/ Joint Venture are allowed. However, the eligibility criteria along with other terms and conditions (as mentioned in clause no. 1.4 of Annexure - A to BDS) shall be complied upon.

4 NUMBER OF BIDS PER BIDDER

4.1 Unless specified otherwise, a Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

However multiple bids from a single bidder can be considered depending upon project specific requirement as mentioned in BDS.

5 COST OF BIDDING & TENDER PROCESSING FEE

5.1 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges, all courier charges including taxes & duties etc. incurred thereof. Further, Executing Agency/ Owner will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

5.2 TENDER PROCESSING FEE (NON-REFUNDABLE)

5.2.1 A non- refundable, Tender Processing Fee, if applicable, is to be submitted in the form of

'crossed payee accounts only' Demand Draft/ Banker's Cheque in favour of "Solar Energy Corporation of India Limited, New Delhi" payable at New Delhi. The Tender Processing Fee is to be submitted along with the bid for the amount as mentioned in the Bid Information Sheet attached under Section - I (Invitation for Bids, IFB) . Bids submitted without payment of requisite Tender Processing Fee will be treated as non-responsive and shall be liable for rejection.

5.3 The Tender Processing Fee is exempted for MSME Vendors registered under NSIC/ Udyog Aadhaar/DIC Category only. In order to avail the exemption in Tender Processing Fee in case of consortium/ JV, all the members should be registered as MSME Vendors under NSIC/ Udyog Aadhaar Category/DIC.

5.4 In case of any discrepancy/ non-submission of either offline or online bid documents by the bidder, the tender processing fee will be deemed as bidder's consent for participation in the bidding process. Henceforth, the tender processing fee shall be retained by Executing Agency and shall not be returned under any circumstances. No plea in this regard shall be entertained by the Executing Agency/ Owner.

5.5 In the event of a particular tender being cancelled, the tender processing fee will be refunded to the concerned bidders without any interest charges within 30 days from the date of notification of cancellation of tender. No plea in this regard shall be entertained by the Executing Agency/ Owner.

6 SITE VISIT

6.1 The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.

6.2 The Bidder or any of its personnel or agents shall be granted permission by the Executing Agency/ Owner to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Executing Agency/ Owner and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.

6.3 The Bidder shall not be entitled to hold any claim against Executing Agency/ Owner for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidderto obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

[B] - BIDDING DOCUMENTS

7 CONTENTS OF TENDER DOCUMENTS

7.1 The contents of Tender Documents are those stated below, and should be read in conjunction

15 kWp Solar PV Power Plant with 50 kWh Lithium Titanium Oxide BESS	Tender No. SECI/C&P/SIACHEN/072019	ITB Page 7 of 47	Signature of Bidder
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with any 'Addendum/ Corrigendum' issued in accordance with "ITB: Clause-9":

- Section-I : Invitation for Bids [IFB]
- Section-II : Instructions to Bidders [ITB]
- Section-III : Bid Data Sheets [BDS]
Annexure to Bid Data Sheets [Qualifying Requirements]
- Section-IV : General Conditions of Contract [GCC]
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Sample Forms and Formats
- Section-VII : Scope of Work & Technical Specifications
- Section-VIII : Schedule of Rates [SOR]/ Price Schedule [PS]/ Format for Price Bid

7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Tender Documents. The entire Tender Documents together with all its amendments, clarifications and attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Tender Documents or submission of a Bid not substantially responsive to the Tender Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid. However, Executing Agency/ Owner at its sole discretion may seek clarifications from the Bidders to adjudge the exact content and facts of the Tender Documents.

8 **CLARIFICATION OF TENDER DOCUMENTS**

8.1 A prospective Bidder requiring any clarification(s) of the Tender Documents may notify Executing Agency in writing by E-mail or at Executing Agency's mailing address indicated in the Bid Information Sheet no later than 02 (Two) working days after the pre-bid meeting (in cases where pre-bid meeting is scheduled) or 15 (Fifteen) days prior to the bid closing date (in cases where pre-bid meeting is not held). Executing Agency reserves the right to ignore the bidders request for clarification if received beyond the aforesaid period. Executing Agency may respond in writing to the request for clarification. Executing Agency's response including an explanation of the query, but without identifying the source of the query will be uploaded on ETS Portal <https://www.bharat-electronictender.com> and/ or Executing Agency's website www.seci.co.in.

8.2 Any clarification or information required by the Bidder but same not received by the Executing Agency at clause 8.1 above is liable to be considered as "no clarification/ information required".

9 **AMENDMENT OF TENDER DOCUMENTS**

9.1 At any time prior to the 'Bid Due Date', Executing Agency/ Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Documents by addenda/ corrigendum.

9.2 Any addendum/ corrigendum thus issued shall be part of the Tender Documents and shall be hosted on ETS Portal <https://www.bharat-electronictender.com> and/ or Executing Agency's website www.seci.co.in. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.

9.3 The Executing Agency, if consider necessary, may extend the date of submissions of Bid in

order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

[C] - PREPARATION OF BIDS

10 LANGUAGE OF BID:

The bid prepared by the bidder and all correspondence/ drawings and documents relating to the bid exchanged by bidder and Executing Agency/ Owner shall be written in English language alone. Any printed literature furnished by the bidder may be written in another language as long as accompanied by an ENGLISH translation duly authenticated by the Chamber of Commerce/ Certified Translator of bidder's country, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.

In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce/ Certified Translator of Bidder's country shall be submitted by the Bidder.

11. DOCUMENTS COMPRISING THE BID

The bid shall be submitted by the Bidder under "Single Stage - Two Envelope" procedure of bidding. Under this procedure, the bid submitted by the Bidder in two envelopes - First Envelope (also referred to as Techno - Commercial Part) and Second Envelope (also referred to as Price Part) shall comprise of the following documents:

I. **Hard Copy**

Hard copy of the bid shall comprise of following documents/ programmed file-Attachments to be submitted in sealed envelope, as part of First Envelope. **The envelope shall bear {the name of Tender, the Tender No. and the words 'DO NOT OPEN BEFORE' (due date & time)}.**

Contact Person Name: Shri Kartik Ganesan

- (a) Original Non-Refundable Tender Processing Fee as per clause no. 05 of ITB
- (b) Original Non-Refundable Cost of Tender Document, if applicable
- (c) 'Covering Letter' on Bidder's 'Letterhead' (in Original) clearly specifying the enclosed contents, as per 'Form F-0'
- (d) EMD in original as per Clause 16 of ITB as per 'Form F-4' or as prescribed.
- (e) In case of Bid from Joint Venture, the Joint Venture Agreement (as per 'Form F-17') and Power of Attorney for Joint Venture Agreement (as per 'Form F-17A') (both in Original)
- (f) In case of Bid from Consortium, the Consortium Agreement (as per 'Form F-18') and Power of Attorney for Consortium Agreement (as per 'Form F-18A') (both in Original)
- (g) Power of Attorney for authorized signatory in non-judicial stamp paper (as per 'Form F-24')
- (h) Copy of Board Resolution on organization letter head
- (i) The Pass-Phrase to decrypt the relevant Bid-Parts (for both Techno-Commercial and

Financial) in separate sealed envelopes before the start date and time of the Tender Opening Event (TOE)

Bidder shall also upload the scanned copies of all the above mentioned original documents as Programmed File Attachments during online Bid Submission as a part of First envelope.

“Bidder should explicitly note that no hard copies are to be submitted as a part of Second envelope”.

II. Soft Copy

Soft copy of the bid shall comprise of following documents to be uploaded on the portal <https://www.bharat-electronictender.com> as per provisions therein.

(a) As part of First Envelope

- I. The Electronic Form of the bid for First Envelope (Techno-Commercial), as available on the www.Bharat-electronictender.com portal, shall be duly filled.
- II. Programmed file - Attachments (as detailed against clause no. 11.I) and Bid Form for first envelope.
- III. Certificate of Incorporation
- IV. Copy of MoA And AoA
- V. 'Bidder's General Information', as per 'Form F-1'.
- VI. Shareholding Certificate (as per 'Form F-23')
- VII. 'No Deviation Confirmation', as per 'Form F-6'
- VIII. 'Bidder's Declaration regarding Banning, Liquidation etc.', as per 'Form F-7'
- IX. 'Bidders Experience as per 'Form F-13'
- X. E-Banking Format (as per 'Form F-19')
- XI. Documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification
- XII. Document showing annual turnover for the financial years as required in Qualifying Requirements (QR) such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed Format F-16
- XIII. Tender Document. (Only First and Last Pages of Original Tender Document duly sealed and signed/ digitally signed and all pages of amendments and clarifications to Tender Documents duly sealed and signed/ digitally signed by the

Authorized Signatory).

(b) As part of Second Envelope

- I. The Electronic Form of the bid for Second Envelope (Price - Part), as available on the ETS portal, shall be duly filled. "Termed as **ELECTRONIC FORM**"
- II. Main Price Bid comprising of SOR-1 & SOR-2 of the Price Schedule (available in Section - VIII, SOR), duly completed, sealed and signed/ digitally signed shall be uploaded. "Termed as **MAIN BID**".

SOR -1 is the Schedule and Breakup of Lump sum Price (Supply, Service and NPV of AMC) of the Tender. SOR -2 comprises of the yearly Breakup of the NPV of AMC price for 05 years period.

12 SCHEDULE OF RATES (SOR)/ PRICE SCHEDULE (PS)/ BID PRICES

- 12.1 Unless stated otherwise in the Tender Documents, the Contract shall be for the whole works as described in Tender Documents, based on the rates and prices submitted by the Bidder and accepted by the Executing Agency/ Owner. The prices quoted by the Bidders should indicate clearly the Goods & Service Tax (GST) components as also mentioned under the SoR.
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]/ Price Schedule [PS]/ Bid Prices" enclosed as part of Tender documents under Section - VIII. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, such bids may be rejected.
- 12.3 Bidder shall quote for all the items of "SOR/ PS" after careful analysis of cost involved for the performance of the completed item considering all parts of the Tender Document. In case any activity though specifically not covered in description of item under "SOR/ PS" but is required to complete the works as per Specifications, Scope of Work/ Service, Standards, "GCC", "SCC" or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4 All Goods & Service Tax (GST) components [applicable for both Centre and state] payable by the Contractor under the Contract, or for any other cause, shall be mentioned as per the SOR formats SOR-1 & SOR-2.
- 12.5 Prices quoted by the Bidder, shall remain FIRM and Fixed and valid until completion of the Contract and will not be subject to variation on any account.
- 12.6 In case of any variation (positive/ negative) in existing rates of taxes/ duties/ levies or a new tax/ duty/ levy is introduced or any existing tax/ duty/ levy is abolished or application of any Tax in the course of the performance of this Contract, which will/ may impact the overall pricing in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to factor any such change by addition to the Contract Price or deduction therefrom, as the case may be.

All these adjustments would be carried out by considering the base price of taxes equivalent

to the amount mentioned under taxes and duties column of the SOR/ PS.

- 12.7 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.8 **Bidder need to submit the detailed break-up of Goods & Service Tax (GST) (applicable for both Central and State) in the SOR formats viz SOR-1 & SOR-2. This data is required to ascertain the**
- a) Computation of taxes assumed at the time of bidding.
 - b) The total impact due to revision in applicable tax rate or introduction of new tax, if any.

Bidders are required to ascertain the correctness of amount related to Goods & Service Tax (GST) as mentioned in the SOR/ PS as on the date of techno-commercial bid opening as it will impact the Price assessment part at the time of evaluation of price bid.

13 **Goods & Service Tax (GST)**

Contractor shall mandatorily obtain the registration under GST Law at Central level and/or in respective State as may be required. Further, Contractor shall mandatorily file returns under GST before their due date & comply with the requirements of the Law within timelines. Before releasing the payment to the Contractor, SECI shall ensure that the Contractor has complied with all the required statutory requirements under GST. SECI shall not be responsible for any delay in payment release to the contractor in case the GST compliance is not fulfilled from the contractor side in any manner.

Contractor shall be responsible to comply with all the requirements of applicable provisions of GST. Contractor has to mandatorily get registered under GST at Central and relevant State(s). Contractor shall file all the returns on timely basis and upload all the Invoices and acceptance thereof as may be required under the provisions of GST. In case, it is found that Executing Agency/Owner is not able to take CENVAT benefit of the taxes due to fault of the Contractor, Executing Agency/Owner shall be constrained to deduct the amount from the payments to be made to the Contractor or recover the same in any other manner..

- 13.1 Bidders are required to submit a copy of the GST Registration Certificate or GST provisional certificate while submitting the bids wherever GST tax is applicable.
- 13.2 The responsibility of payment of GST lies with the Service Provider only. Contractor providing taxable service shall issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered and in accordance with rule GST Law. The invoice shall also contain the following:

- (a) Name, Address & Registration No. of such Person/ Contractor
- (b) Name & Address of the Person/ Contractor receiving Taxable Service
- (c) Description, Classification & Value of Taxable Service provided
- (d) GST Amount, if any.
- (e) HSN code of the Goods/Services.

Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, Executing Agency/ Owner may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from Executing Agency/ Owner.

13.3 In case CBEC (Central Board of Excise and Customs) brings to the notice of Executing Agency/ Owner that the contractor has not remitted the amount towards GST collected from Executing Agency/ Owner to the government exchequer, then, that contractor may be debarred from bidding in future tenders of Executing Agency/ Owner for given period as per the sole discretion of Executing Agency/ Owner.

13.4 In case of statutory variation in GST during currency of the Contract, the Contractor shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the date of submission of Bid and on the date of revision. Claim for payment of GST / Statutory variation in GST, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears. The following may also be noted: -

- a) Any increase in the rate of non-cenvatable GST beyond the contractual completion period shall be to contractor's account whereas any decrease in the rate shall be passed on to the Executing Agency/ Owner.
- b) The base date for the purpose of applying statutory variation shall be the date of techno-commercial bid opening.

13.5 **Void**

13.6 Where the Executing Agency/ Owner is entitled to avail/ take the CENVAT credit of GST:

13.6.1 Owner/ Executing Agency will reimburse the GST to the Contractor at actuals against submission of cenvatable invoices issued in accordance with GST rules to enable Owner/ Executing Agency to claim cenvat credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion.

13.6.2 **Void**

13.7 Where the Executing Agency/ Owner is not entitled to avail/ take the CENVAT credit of GST:

13.7.1 Owner/ Executing Agency will reimburse the GST to the Contractor at actuals against documentary evidence subject to the ceiling amount of GST as quoted by the bidder, subject to any statutory variations. In case of any variation in the executed quantities (If directed and/ or certified by the Engineer-In-Charge) the ceiling amount on which GST is applicable will be

modified on pro-rata basis.

13.8 **Void**

- 13.9 Contractor shall ensure timely submission of correct invoice(s) with all required supporting document(s) within a period specified in NOA/ LOI/ LOA/ CA to enable Executing Agency/ Owner to avail CENVAT credit, If applicable.

If CENVAT credit with respect to GST tax is not available to Executing Agency/ Owner for any reason which is not attributable to Contractor, then Executing Agency/ Owner shall not be obligated or liable to pay or reimburse GST charged in the invoice(s) or shall be entitled to deduct/ setoff/ recover such GST together with all penalties and interest if any, against any amounts paid or payable by Executing Agency/ Owner to Contractor.

14 **BID CURRENCIES:**

Bidders must submit bid in Indian Rupees (INR) only.

15 **BID VALIDITY**

- 15.1 Bids shall be kept valid for period specified in BDS from the final 'Bid Opening Date'. A Bid valid for a shorter period may be rejected by Executing Agency as 'non-responsive'.

- 15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Executing Agency may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his 'EMD'. 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 its 'EMD' for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

Note: In case of extension(s) of last due date of the Tender submission, the latest extension issued shall be considered as the final due date of Tender submission and accordingly the Tender validity should be calculated and sufficed. The validity of the Tender need to be revised by respective bidders, in case the bids are already submitted prior to the last due date of the initial Tender submission deadline.

16 **EARNEST MONEY DEPOSIT (EMD)**

- 16.1 Bids must be accompanied with '**Earnest Money Deposit (EMD)**' in the form of either Bank Guarantee (**as per Format F-4**) or through NEFT/RTGS transfer in the account of SECI '**Demand Draft**' or '**Banker's Cheque**' [in favour of **Solar Energy Corporation of India Limited, New Delhi payable at New Delhi**] or '**Bank Guarantee**' **as per the format given in Form F - 4 of the bidding documents**. Bidders shall ensure that EMD, having a validity of at least 30 (Thirty) Days beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Tender Document. In case of any extension in validity of bid, the EMD shall be extended suitably. The EMD shall be submitted in Indian Rupees only.

- 16.2 The '**EMD**' is required to protect Executing Agency/ Owner against the risk of Bidder's conduct,

which would warrant the EMD's forfeiture, pursuant to "ITB: Clause-16.7".

- 16.3 Executing Agency/ Owner shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'EMD'. In case 'EMD' is in the form of a 'Bank Guarantee', the same shall be from any scheduled Bank as specified in the List of Banks enclosed at Form F-22, Section-VI of Tender documents or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial bank having net worth in excess of INR 500 Crores (Indian Rupees Five Hundred Crores Only).
- 16.4 Bid not accompanied with required amount of EMD or required validity or not in requisite format shall be liable for rejection.
- 16.5.1 'Earnest Money Deposit' of unsuccessful Bidders disqualified at the stage of Techno-Commercial evaluation will be discharged/ returned as promptly as possible, but not later than '30 [thirty] days' after intimation of their disqualification.
- 16.5.2 'Earnest Money Deposit' of unsuccessful Bidders excluding L-2 bidder will be discharged/ returned as promptly as possible, but not later than '30 [thirty] days' after issuance of NOA/ LOI/ LOA to successful bidder.
- 16.5.3 'Earnest Money Deposit' of L-2 bidder will be discharged against the acceptance and signing of Contract Agreement with successful bidder. This process shall be completed not later than '30 [thirty] days' after issuance of NOA/ LOI/ LOA to successful bidder.
- 16.6 The successful bidder's 'Earnest Money Deposit' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Performance Security' pursuant to clause nos. 37 & 38 of ITB.
- 16.7 Notwithstanding anything contained herein, the 'EMD' may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws or varies his Bid during the 'Period of Bid Validity'
 - (b) If a Bidder has indulged in corrupt/ fraudulent/ collusive/ coercive practice
 - (c) If the Bidder modifies bids during the period of bid validity (after last date of submission).
 - (d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) acknowledge receipt the NOA/ LOI/ LOA within 15 (Fifteen) days from issuance of same.
 - (ii) to furnish "Performance Security in accordance with "ITB : Clause-38"
 - (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.8 In case EMD is in the form of 'Bank Guarantee', the same must indicate the Bid Document No. and the Work for which the Bidder is quoting. This is essential to have proper correlation

at a later date. The 'EMD' should be in the form provided at 'Form F-4'.

- 16.9 **MSMEs (Micro, Small and Medium Enterprises) registered under NSIC/ Udyog Aadhar/DIC Only are exempted from submission of EMD. In order to avail the exemption in EMD in case of Consortium/ JV, all the members of the Consortium/ JV should be registered as MSME Vendors under NSIC/ Udyog Aadhaar Category/DIC.**

Note: In case of extension(s) of last due date of the Tender submission, the latest extension issued shall be considered as the final due date of Tender submission and accordingly the Earnest Money Deposit validity and Bid validity should be calculated and sufficed. The validity of the submitted EMD and bid validity need to be revised by respective bidders, in case the bids are already submitted prior to the last due date of the initial Tender submission deadline.

17 PRE-BID MEETING

- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in Bid Information Sheet under Section - I, Invitation for Bids, IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on ETS website against the Tender. Any modification of the Contents of Tender Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Executing Agency/ Owner exclusively through the issue of an Addendum/ Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18 FORMAT AND SIGNING OF BID

- 18.1 The First and Last Pages of original tender documents including amendments, clarifications if any shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA) before uploading on www.Bharat-electrontender.com portal. The name and position held by each person signing, must be typed or printed below the signature.

19 ZERO DEVIATION AND REJECTION CRITERIA

- 19.1 **ZERO DEVIATION:** Deviation to terms and conditions of Tender Documents may lead to rejection of bid. Executing Agency/ Owner will accept bids based on terms & conditions of Tender Documents only. Bidder may note Executing Agency/ Owner will determine the substantial responsiveness of each bid to the Tender Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Tender Documents without deviations or reservations. Executing Agency's/ Owner's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. Executing Agency/ Owner reserves the right to raise technical and/ or commercial query(ies), if required. The

response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation.

19.2 **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:

- (a) Eligibility Criteria including General, Technical and Financial Qualifying Requirements
- (b) Firm Price
- (c) Tender Processing Fees and Earnest Money Deposit
- (d) Tender Document Fees, if applicable
- (e) Specifications & Scope of Work
- (f) Schedule of Rates (SOR)/ Price Schedule (PS)
- (g) Duration/ Period of Contract/ Completion schedule
- (h) Period of Validity of Bid
- (i) Warrantee/Guarantee/ Defect Liability Period
- (j) Arbitration/ Resolution of Dispute/ Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document.

20 **E-PAYMENT**

Executing Agency/ Owner has initiated payments to Suppliers and Contractors electronically, and to facilitate the payments electronically through '**e-banking**'. The successful bidder should give the details of his bank account as per the bank mandate form enclosed at Format F-19 in Section-VI, Sample Forms and Formats of the Tender documents.

[D] - SUBMISSION OF BIDS

21 **SUBMISSION, SEALING AND MARKING OF BIDS**

- 21.1 Bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document.
- 21.2 Hard Copies (Specific documents only) as mentioned in clause no. 11.1 of Section - II, Instructions to Bidders (ITB) of the Tender document shall be submitted in a Sealed Covering Envelope. The Covering Envelope shall have the following Sticker

Offline Tender Document for "Tender for Design, Engineering, Supply, Construction, Erection, Testing, Commissioning including 05 Years Plant AMC of 15 kWp Solar PV Power Plant with 50 kWh Lithium Titanium Oxide BESS at Kumar Post Siachen Glacier in Leh district of J&K "	
Tender Document No.	SECI/C&P/SIACHEN/072019

Last Date of Submission	
Bids Submitted by	(Enter Full name and address of the Bidder)
Authorized Signatory	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
Bid Submitted to	Solar Energy Corporation of India Limited (A Government of India Enterprise) D - 3, 1st Floor, Wing - A, Prius Platinum Building District Center, Saket New Delhi - 110 017

21.3 All the bids shall be addressed to the Executing Agency at address specified in the Bid Information Sheet in Section - I, Invitation for Bids (IFB).

21.4 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE/ RETAINER/ ASSOCIATE etc. on behalf of a bidder/ affiliate shall not be accepted.

22 DEADLINE FOR SUBMISSION OF BIDS

22.1 The bids must be submitted through e-tender mode not later than the date and time specified in the Bid Information Sheet in Section - I, Invitation for Bids (IFB).

22.2 The hard copies of required specific documents must be submitted through courier/ registered post/ by hand not later than the date and time specified in the Bid Information Sheet in Section - I, Invitation for Bids (IFB).

22.3 Executing Agency/ Owner may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9 of ITB refers). In which case all rights and obligations of Executing Agency/ Owner and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of bid submission date will be uploaded on ETS Portal <https://www.bharat-electronictender.com> and/ or Executing Agency's website www.seci.co.in.

23 LATE BIDS

23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.

23.2 E-tendering system shall close immediately after the deadline for submission of bid and no bids can be submitted thereafter.

23.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/ opening/ award if not received to the specified destination within stipulated date & time.

24 MODIFICATION AND WITHDRAWAL OF BIDS

24.1 Modification and withdrawal of bids shall be as follows: -

The bidder may withdraw or modify its bid after bid submission but before the due date and

time for submission as per tender document.

- 24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provision of the clause 22 of ITB, with the outer and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.
- 24.3 No bid shall be allowed to be withdrawn/ modified/ substitute in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal/ Modification/ Substitution of a bid during this interval shall result in the forfeiture of bidder's EMD pursuant to clause 16 of ITB and rejection of bid.
- 24.4 The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 24.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, Executing Agency shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/ item(s). Further, such bidder will be debarred for a given period as decided by Executing Agency/ Owner after following the due procedure.

25 EXECUTING AGENCY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

Executing Agency/ Owner reserves the right to accept or reject any 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 obligations to inform the affected Bidder or Bidders of the ground for Executing Agency's/ Owner's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which Executing Agency/ Owner shall respond quickly.

[E] - BID OPENING AND EVALUATION

26 BID OPENING

26.1 *Unpriced Bid Opening:*

As the case may be, Executing Agency will open bids, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the BDS. The bidders' representatives, who are present shall sign a bid opening register evidencing their attendance. However the presence of bidder(s) during unpriced bid opening is subjective and will depend on case to case basis against the sole discretion of Executing Agency/ Owner.

26.2 *Priced Bid Opening:*

26.2.1 Executing Agency will open the price bids of those bidders who meet the qualification

requirement and whose bids are determined to be technically and commercially responsive.

26.2.2 The price bids of those bidders who were not found to be techno-commercially responsive shall not be opened.

27 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation, and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Executing Agency's/ Owner's processing of Bids or award decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

28 CONTACTING THE EXECUTING AGENCY/ OWNER

28.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Executing Agency/ Owner on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.

28.2 Any effort by the Bidder to influence the Executing Agency/ Owner in the Executing Agency's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

29.1 The Executing Agency/owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Executing Agency will determine whether each Bid: -

- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
- (b) Has been properly signed;
- (c) Is accompanied by the required 'Earnest Money Deposit' and 'Tender Processing Fees', if applicable
- (d) Is substantially responsive to the requirements of the Tender Documents; and
- (e) Provides any clarification and/ or substantiation that the Executing Agency/ Owner may require to determine responsiveness pursuant to "ITB: Clause-29.2"

29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Tender Documents without material deviations or reservations or omissions for this purpose Executing Agency defines the foregoing terms below: -

- a) "Deviation" is departure from the requirement specified in the tender documents.
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.

- 29.3 A material deviation, reservation or omission is one that,
- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Executing Agency's rights or the tenderer's obligations under the proposed Contract.
 - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The Executing Agency shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 29.5 If a Bid is not substantially responsive, it may be rejected by the Executing Agency and may not subsequently be made responsive by correction or withdrawal of the material deviation, reservation or omission.

30 CORRECTION OF ERRORS

- 30.1 If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity specified by the Executing Agency, or between subtotals and the total price, the unit or subtotal price shall prevail, and the quantity and the total price shall be corrected. However, in case of items quoted without indicating any quantity or the items for which the quantities are to be estimated by the Bidder, the total price quoted against such items shall prevail. If there is a discrepancy between words and figures, the amount in words will prevail.

The prices of all such item(s) against which the Bidder has not quoted rates/ amount (viz., items left blank or against which '-' is indicated) in the Price Schedules will be deemed to have been included in other item(s).

The subtotal, total price or the total bid price to be identified in Bid Form for this purpose, irrespective of the discrepancy between the amount for the same indicated in words or figures shall be rectified in line with the procedure explained above.

The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In case of any inconsistency in the prices furnished in the specified price schedules to be identified in Bid Form for this purpose, the Executing Agency shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of the Contract use the lowest of the prices in these schedules.

- 30.2 The amount stated in the bid will be adjusted by the Executing Agency in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected.

31 **CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS**

All bids submitted must be in the currency specified at clause 14 of ITB.

32 **EVALUATION OF BIDS & E REVERSE AUCTION**

Bid shall be evaluated as per evaluation criteria mentioned below on the total cost including GST. The Executing Agency shall only use the criteria and methodology indicated in the Tender documents. No other criteria/ methodology shall be permitted.

32.1 **Evaluation of Techno - Commercial Part (First Envelope)**

The Executing Agency will carry out a detailed evaluation of the bids of the qualified bidders in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Executing Agency will examine the information supplied by the bidders, pursuant to ITB Clause 11, and other requirements in the Bidding Documents, taking into account the following factors:

- a. overall completeness and compliance with the Technical Specifications and Drawings to the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail may be rejected for non-responsiveness.
- b. compliance with the time schedule
- c. Any other relevant technical factors that the Executing Agency/ Owner deems necessary or prudent to take into consideration.
- d. Any deviations to the commercial and contractual provisions stipulated in the Tender Documents.
- e. details furnished by the bidder in response to the requirements specified in the Tender Documents.

32.2 **Opening of Second Envelope by Executing Agency**

The Second Envelope i.e., Price Part of only those Bidders shall be opened who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract, pursuant to ITB Clause 32.1. A negative determination of the bids pursuant to ITB Clause 32.1 the Second Envelope submitted by such bidders shall be sent to archive unopened and the EMD shall be returned as per the Tender provisions.

The prices and details as filled up in Electronic Form by the bidder and opened during the bid opening and recorded in the Bid Opening Statement would not be construed to determine the relative ranking amongst the Bidders, or the successful Bidder, and would not confer any right or claim whatsoever on any Bidder. The successful Bidder (also referred to as the L1 Bidder) shall be determined as per the provisions of this Section - II and considered for award of contract as provided in ITB.

Bids not opened and read out at bid opening shall not be considered for evaluation,

irrespective of the circumstances except bids received by Executing Agency within due date and time of bid submission deadline.

32.3 Evaluation of Financial Part (Second Envelope)

32.3.1 The Executing Agency will examine the Price Parts (Second Envelopes) to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

32.3.2 The Price Part containing any deviations and omissions from the contractual and commercial conditions and the Technical Specifications which have not been identified in the First Envelope are liable to be rejected.

32.3.3 Arithmetical errors will be rectified in line with Clause no. 30 of ITB.

32.3.5 The comparison shall also include the impact of Goods & Service Tax (GST) in line with the provisions of the Bidding Documents.

32.3.6 The Executing Agency's comparison will also include the costs resulting from application of the evaluation procedures described below:

a. The Evaluated Bid Value (EBV) shall be calculated using the following method:

- i. EPC/ LSTK Contract Value i.e., Total sum of the price comprising of FOR destination basis Supply including Transportation for delivery at Base camp and Insurance of all Equipments and materials including mandatory spares and any other supplies specified in the Contract Documents, providing all services i.e. unloading, storage, handling at site, Civil works, Erection, Installation, Testing and Commissioning, performance testing in respect of all the equipment's supplied and any other services specified in the Contract Documents including Goods & Service Tax as per the Technical Scope of Work.
- ii. Net Present Value (NPV) of AMC Price including GST for the entire period in years to be calculated at a discounting rate as mentioned in the Section - VIII, Schedule of Rates (SOR) of the Tender documents..

The exact format for sharing the base price and all Goods & Service Tax is attached in SOR 1& SOR 2.

SOR -1 is the Schedule and Breakup of Lump sum Price (Supply, Service and NPV of AMC) of the Tender. SOR -2 comprises of the yearly Breakup of the NPV of AMC price for 05 years period.

Bidder to mention the NPV of AMC amount for total 05 years in CELL NO I 29 OF SOR-1 which should match with the NPV of AMC amount for total 05 years in CELL NO J 18 of SOR 2.

b. **Evaluated Bid Value (EBV)** = (1) EPC/ LSTK Price as quoted by the bidder + (2) Annual Maintenance Contract Price for the entire period in years on NPV basis.

Detailed Taxation Break up for this purpose is also given in the SOR-1 & SOR-2 of the SOR for the EBV calculation purpose.

Discounting Rate for NPV calculation considered is 9.08%

32.4 Evaluation of Price Bid

32.4.1 Following factors shall be considered for evaluation of Price Bids:

- a) Total Evaluated Bid Values (TEBV) for all the Bidders shall be compared to determine the lowest Total Evaluated Bid Value (TEBV) as given under SOR- 1 Format of Schedule of Rates & the lowest (L1) evaluated Bid as such, will be selected for the Notification of Award (NOA) subject to the successful bidder selected after E-RA (Clause 32.4.2).
- b) The mentioned Total Evaluated Bid Value will be considered up to 2 decimal places only.
- c) Bidder with Total lowest EBV shall be L-1, Bidder with Second lowest EBV shall be L-2 & so on subject to the successful bidder selected after E-Ra (Clause 32.4.2)
- d) The Total Evaluated Bid Value shall be inclusive of Goods & Service Tax (GST) as quoted by the bidder. However, the award shall be placed including of GST. However, the taxation bifurcation submitted by the successful bidder in the SOR format.
- e) **Billing Break-up (BBU):**

- The successful bidder will be mandatorily required to provide the detailed Billing break up (BBU) with GST in line with SOR 1 & 2 at the time of Award of Contract Agreement. Same will form the part of Contract Agreement (CA)

- For each item of SOR 1 & 2, the BBU shall be prepared in the same SOR format (Item name, UoM, Quantity, unit Ex Works price, GST, Total price etc) and the sum of all billing break-up item prices shall be equivalent to the each respective SORs item price with discounted rate of e-Reverse auction (If applicable).

- The Contractor would be required to provide detailed Bill of Quantity (BOQ) along with the break-up of Contract Price (including taxes) and HSN code of the respective goods/services, at the time of signing of Contract Agreement which should match with the Price Quoted by the Contractor in its Price Bids and accepted by the Employer. This will be used by the Executive Agency/Owner at the time of payment to the Contractor. Accordingly, bidders should diligently quote the taxes in the bid.

- Executive Agency/Owner shall reimburse the amount of taxes as per the rates mentioned by Contractor in the detailed BOQ. In case of any statutory variation in GST during the currency of the Contract, same will be reimbursed to the Contractor subject to the statutory variation clause of the Bidding document, only in respect of the items/quantity which have been mentioned by the Contractor in the detailed BOQ.

- In case of imported Equipment/items purchased from third party (Bought-Out Items) are supplied to the Employer/Owner in execution of the Project, the price of such Goods shall be inclusive of all cost as well as any duties paid/payable in relation to import/purchase of such goods (viz., customs duties, GST & levies etc.) considering and taking into account the ITC as may be available under the applicable laws including GST.

• In case of any statutory variation in GST during the currency of the Contract, same will be reimbursed to the Contractor only in respect of the taxes which are levied during the direct transaction held between Executive Agency/Owner and the Contractor. Any statutory variation applicable in respect of the items/services procurement between third party/sub-contractor and the Contractor would not be reimbursed by Executive Agency/Owner. The successful bidder will be required to provide the detailed Billing break up (BBU) with GST in line with SOR's at the time of Award of Contract Agreement. Same will form the part of Contract Agreement (CA)

For First contract: In case of any clarification from the GST authorities on the interpretation of applicable GST rate during the contract period, revised GST will be considered for reimbursement of taxes and also taxes will be paid on actual basis as reported in GSTR-2A.

Bidder should invoice separately for Equipments, machinery, solar panels and any other supply of goods involved in this contract mentioning their description of goods, HSN, value etc.,

For Second contract: In case of any clarification from the GST authorities on the interpretation of applicable GST rate during the contract period, revised GST will be considered for reimbursement of taxes and also taxes will be paid on actual basis as reported in GSTR-2A.

Bidder should invoice separately for components, spare parts etc., consumed for O&M service involved in this contract mentioning their description of goods, HSN, value etc.

- f) SOR -1 is the Schedule and Breakup of Lump sum Price (Supply, Service and NPV of AMC) of the Tender. SOR -2 comprises of the yearly Breakup of the NPV of AMC price for 05 years period.
- g) Bidder to mention the NPV of AMC amount for total 05 years in CELL NO I 29 of SOR-1 which should match with the NPV of AMC amount for total 05 years in CELL NO J 18 of SOR 2.
- h) In case of any variation of the total NPV of AMC price, the NPV of AMC amount for total 05 years mentioned at CELL NO J 18 of SOR 2 will be considered for evaluation purpose.

32.4.2 Procedure for e- Reverse Auction (e-RA):

1. The e-auctioning shall be conducted on www.bharat-electronictender.com. E-Auctioning shall be carried out on the day as intimated by SECI to the eligible bidders.
2. After financial bid evaluation, the bidders shall be shortlisted in the ascending order of price bid quoted. Of this top 50% of the bidders starting from the LI Bid subject to minimum of 3 bids shall only be eligible for e-RA. If the price bid quoted is same for two or more bidders, then all the bidders with same price bid shall be considered of equal rank/ standing in the order. The e-RA shall be conducted as follows:
 - At least one week prior to e-RA, an advance intimation regarding the date and time of the e-

RA will be sent to by email to all bidders whose technical bids have been opened and found to be qualified. However from this advance intimation it shall not be construed by the bidders that they have been shortlisted for e-RA. Further at least two hours before the schedule start time of e-Auctioning, a system generated email for invitation for e-Auctioning will be sent to all those bidders only who have been shortlisted based on the criteria mentioned.

- Shortlisted bidders for e-Auctioning will be able to login into the www.Bharat-electronictender.com website of e-auctioning 15 minutes before the start time of e-auctioning.
 - At the start of e-auctioning process, the bid along with the list of short listed bidders shall be displayed with their pseudo names as their first round bid along with the NPV value of AMC quotation per year submitted and calculated as per SoR. The auctioning shall be on the EPC price quoted by the bidder only. The NPV value of AMC price Bid shall remain fixed during entire e-RA process.
 - The minimum decrement step for e-Auctioning is **Rs. 50,000/- (INR Fifty Thousand only)** in EPC Price bid (Firm value of the financial proposal as the sum of individual bid value of supply, erection and civil works including GST), i.e. each decrement shall be in multiples of Rs. 50,000/- (INR Fifty Thousand only). The multiples of bid decrement are 1, 2, 3...10, 15, 20, 25...50,100 (as per ISN BHARAT ETS). At the end of the e-RA, the final discount offered by the bidder, in the form of price reduction so offered on the EPC price, shall be applied proportionately to all of the SOR Line items price (EPC Price only & not O&M) quoted by the bidder initially in the financial bid. Accordingly, the revised reduced price of all of the SOR line items of the EPC (Excluding O&M) will be derived. This proportionate price reduction will only be applicable on the EPC price, on which the e-RA has been actually conducted and the O&M prices will be kept constant during the entire process of e-RA/tendering., for making payments if such bidder is concluded as the successful bidder for the Notification of Award (NOA).
 - L2, L3, L4.... LN Bidders have to mandatorily apply their decrements suitably so as to beat the L1 price in the first go itself, else system will not accept their respective Bids. However, at no stage, increase in EPC price will be permissible.
 - During E- Auctioning, no revision in total price for which a bidder is considered qualified after evaluation of Technical Bid is allowed.
 - The initial auctioning period will be of one (01) hour with a provision of auto extension by eight (08) minutes from the scheduled/ extended closing time if any fresh bid is received in last eight (08) minutes of auctioning period or extended auctioning period. If no valid bid is received during last eight (08) minutes of auctioning period or extended auctioning period, then the e-auctioning process will get closed.
3. Following information will be displayed in the bidder's bidding window:
- First round EPC and AMC price as their start price initially and thereafter last quoted EPC Price
 - The AMC price (mentioned with NPV) shall remain fixed throughout the process.

- The list of last quoted EPC price (i.e. last Bid Value) along with NPV of AMC price (fixed) of all bidders with their Pseudo Identities and their time of quote.
4. Selection of Successful Bidders
- The bidders shall be selected in the ascending order with lowest quoted Total Price (EPC + NPV of AMC price) (being L1).
- a. The final price arrived by adding the EPC price (as a result of e-auctioning process) and the NPV of AMC price (fixed during e-auctioning).
 - b. The bidder with lowest sum quoted at the end of E- Reverse Auctioning will be considered L1.
 - c. In case of tie in Total Price (i.e. the sum of their last quoted discounted EPC price and the NPV of AMC price), among two or more bidders being the same at the end of e-Reverse Auction, they will be considered in the chronological order of their last bid with preference to the bidder who has quoted his last bid earlier than others.
 - d. In the above case, if the time of quote also become exactly same among the bidders at a tie, then the ranking among these bidders shall be done as follow:
- The bidder who has quoted lowest Total Price in their Price BID before commencement of E-Auction shall be considered as L-1.
 - If there is also a tie among any of these bidders, then L-1 will be the bidder who has the highest average annual turnover as per the documents submitted as a part of their bid.
5. At the end of selection process, a Notification of Award (NOA) will be issued to the successful bidder (L1).
6. In all cases, SECI's decision regarding selection of bidder through E-Auctioning or other-wise based on First Round quotation or annulment of tender process shall be final and binding on all participating bidders.

32.4.3 Other Instructions

- For further instructions, the vendor should visit the home-page of the portal www.bharat-electronictender.com and go to the User-Guidance Centre.
- The help information provided through 'ETS User-Guidance Centre' is available in three categories –

Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

- Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

33 COMPENSATION FOR EXTENDED STAY

NOT APPLICABLE

34 PURCHASE PREFERENCE

NOT APPLICABLE

[F] - NOTIFICATION OF AWARD/ LETTER OF INTENT/ CONTRACT AGREEMENT

35 AWARD

Subject to "ITB: Clause-29", Employer/Executing Agency will award the Contract to the successful Bidder (On behalf of Owner) whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidders, is determined to be qualified to satisfactorily perform the Contract.

36 NOTIFICATION OF AWARD/ LETTER OF INTENT/ LETTER OF ALLOCATION

- 36.1 Prior to the expiry of 'Period of Bid Validity', Executing Agency/ Owner will notify the successful bidder in writing, in the form of "Notification of Award (NOA)"/ "Letter of Intent (LOI)"/ "Letter of Allocation (LOA)" through e-mail/ courier/ registered post, that his Bid has been accepted. The notification of award will constitute the formation of the Contract.
- 36.2 Contract Period shall commence from the date of "Notification of Award"/ "Letter of Intent"/ "Letter of Allocation" or as mentioned in the Notification of Award/ Letter of Intent/ Letter of Allocation. The "Notification of Award"/ "Letter of Intent"/ "Letter of Allocation" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-37".
- 36.3 The of "Notification of Award (NOA)"/ "Letter of Intent (LOI)"/ "Letter of Allocation (LOA)" shall be issued to successful bidder in duplicate. The successful bidder is required to return its duplicate copy duly signed and stamped on each page including all the Appendix, Annexures as a token of acknowledgement within 15 (Fifteen) days from the date of its issuance.
- 36.4 Incase the successful bidder fails to acknowledge the acceptance of "Notification of Award (NOA)"/ "Letter of Intent (LOI)"/ "Letter of Allocation (LOA)" as mentioned above vide clause no. 36.3, same will be treated as a case of non-responsiveness & default and Executing Agency/ Owner may take suitable action to get the project successfully executed
- 36.5 In case of Non-response/acceptance to the NOA or CA or non-submission of timely Performance Security by the successful bidder, SECI at its sole discretion may take appropriate actions by annulling the entire Tendering process.

37 SIGNING OF CONTRACT AGREEMENT

- 37.1 The successful Bidder/ Contractor shall be required to execute the 'Contract Agreement' with Employer/Executing Agency (SECI) on a 'non-judicial stamp paper' of appropriate value [cost

of the 'stamp-paper' shall be borne by the successful Bidder/ Contractor] and of 'state' specified in Bidding Data Sheet (BDS) only, within '30 [Thirty] days' of issuance of the "Notification of Award [NOA]"/ "Letter of Intent [LOI]"/ "Letter of Allocation [LOA]".

- 37.2 In case the successful bidder fails to execute the 'Contract Agreement' as mentioned above vide clause no. 37.1, same will be treated as a case of non-responsiveness & default and Executing Agency/ Owner may take suitable action to get the project successfully executed. Same may constitute sufficient grounds for the forfeiture of EMD.
- 37.3 In case of Non-response/acceptance to the NOA or CA or non-submission of timely Performance Security by the successful bidder, SECI at its sole discretion may take appropriate actions by annulling the entire Tendering process.

CONTRACT PERFORMANCE SECURITY

- 38.1 Against EPC/ LSTK Contract & Comprehensive Annual maintenance contract (CAMC) of the project, within 30 (Thirty) days from the issuance of the Notification of Award/ Letter of Intent/ Letter of Allocation from Employer/Executing Agency/ Owner, the successful bidder shall furnish an unconditional and irrevocable Contract Performance Security in accordance with Special Conditions of the Contract. The Contract Performance Security shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee and shall be in the currency of the Contract and will be issued in the name of the Employer/Executing Agency as **"Solar Energy Corporation of India Limited, New Delhi"**. The Contract Performance Security shall be for an amount equal to specified in Special Conditions of Contract (SCC) towards faithful performance of the contractual obligations, performance of equipment and shall cover entire Contract. The validity of Contract Performance Security shall be in conjunction with the provisions mentioned under Section - V, Special Conditions of Contract (SCC).
- 38.2 Bank Guarantee towards Contract Performance Security shall be from any scheduled bank as specified in the List of Banks enclosed at Form F-22, Section - VI, Sample Forms and Formats of Tender documents or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder. However, in case of Bank Guarantees from Banks other than the Nationalized Indian banks, the Bank must be a commercial Bank having net worth in excess of INR 500 Crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This Bank Guarantee shall be valid for a period in conjunction with the provisions mentioned under Section - V, Special Conditions of Contract (SCC).

The Contract Performance Security may also be submitted in the form of 'crossed payee accounts only' Demand Draft/ Banker's Cheque in favour of **"Solar Energy Corporation of India Limited, New Delhi"**.

- 38.3 In case of default or failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.
- 38.4 ***In case of default or failure of the Contractor to comply with the requirements of any of the Obligations covered under this Tender Document and/ or Contract Agreement shall***

constitute sufficient grounds for forfeiture of the Contract Performance Security.

- 38.5 The Contract Performance Security has to cover the entire contract value including extra works/ services also. As long as the Contract Performance Security submitted at the time of award takes care the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional Contract Performance Security. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional Contract Performance Security on proportionate basis of the percentage as defined in the Special Conditions of Contract (SCC) for the additional amount in excess to the original contract value.
- 38.6 Further, any delay beyond 30 (Thirty) days shall attract interest @ 1.25% per month on the total Contract Performance Security amount, calculated on pro-rata basis accordingly. Employer/Executing Agency/ Owner at its sole discretion may cancel the Contract Agreement/ NOA/ LOI/ LOA & forfeit 100% of EMD, in case Contract Performance Security is not submitted within 40 (Forty) days from issuance of NOA/ LOI/ LOA. However, total project completion period shall remain same. Part Security shall not be accepted.
- 38.7 If the Contractor/ Sub-Contractor or their employees or the Contractor's agents and representatives shall damage, break, deface or destroy any property belonging to the Executing Agency or others during the execution of the Contract, the same shall be made good by the Contractor at his own expenses and in default thereof, the Engineer-in-Charge may cause the same to be made good by other agencies and recover expenses from the Contractor (for which the certificate of the Engineer-in-Charge shall be final).
- 38.8 All compensation or other sums of money payable by the Contractor to the Executing Agency/ Owner under terms of this Contract may be deducted from or paid by the encashment or sale of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the Contractor by the Executing Agency/ Owner of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the Contractor shall within 10 (Ten) days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realized by sale of his Contract Performance Security, or any part thereof. No interest shall be payable by the Executing Agency for sum deposited as Contract Performance Security.

39 PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES

- 39.1 Procedure for action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices is enclosed at Annexure-I along with this ITB document.
- 39.2 Annexure-I deliberates in detail the all consequences pertaining to clause no. 39.
- 39.3 **NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS/ CONTRACTORS/ BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES**

Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers/ Contractors/ Bidders/ Consultants indulged in

fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/ or on other grounds as mentioned in Executing Agency's/ Owner's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices" (Annexure-I), the contractor/ bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Executing Agency/ Owner, to such Vendors/ Suppliers/ Contractors/ Bidders/ Consultants.

The Vendor/ Supplier/ Contractor/ Bidder/ Consultant understands and agrees that in such cases where Vendor/ Supplier/ Contractor/ Bidder/ Consultant has been banned (in terms of aforesaid procedure) from the date of issuance of such order by Executing Agency/ Owner, such decision of Executing Agency/ Owner shall be final and binding on such Vendor/ Supplier/ Contractor/ Bidder/ Consultant and the 'Arbitration clause' in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue/ dispute arising in the matter.

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSEs)

40.1 As per the Public Procurement Policy for Micro and Small Enterprise (MSEs) order 2012, issued vide Gazette Notification number 503, dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprise of Govt. of India, and specific to this tender, MSEs must be registered with any of the following agencies/ bodies shall be exempted from Tender Processing Fees and EMD submission upon production of valid registration certificate.

- (i) District Industries Centre (DIC)
- (ii) National Small Industries Corporation (NSIC)
- (iii) Udyog Aadhaar Memorandum

MSEs participating in the tender must submit the certificate of registration with any one of the above agencies. The registration certificate issued from any of the above agencies must be valid as on close date of the tender.

The MSEs, who have applied for registration or renewal of registration with any of the above agencies/ bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/ preference.

40.2 **In case of JV/ Consortium, in order to avail the exemption to Tender Processing Fees and Earnest Money Deposit (EMD), all the members of JV/ Consortium should be registered under any of the Categories mentioned under clause 40.1 above.**

40.3 In case the bidder is falling under above category, the bidder shall submit the documentary evidence satisfying the same.

If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the

tender.

41 AHR ITEMS

NOT APPLICABLE

42 RISK OF REJECTION

Any Conditional Bid will straight away run into risk of rejection.

43 INCOME TAX & CORPORATE TAX

43.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.

43.2 Corporate Tax liability, if any, shall be to the contractor's account.

43.3 TDS under GST as may be applicable shall be deducted as per law of Government of India in vogue.

43.4 MENTIONING OF PAN NO. IN INVOICE/ BILL

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods/ services/ works/ consultancy services exceeding INR 2 Lacs per transaction.

Accordingly, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding INR 2 Lacs. As provided in the notification, in case supplier/ contractor/ service provider/ consultant do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfilment of above requirement

44. SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the

dispute will share equally the cost of arbitration as intimated by the Arbitrator.

45 DISPUTE RESOLUTION (PROVISION REGARDING APPLICABLE LAWS AND SETTLEMENT OF DISPUTES)

- 45.1 Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/ disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules.
- 45.2 Any dispute(s)/ difference(s)/ issue(s) of any kind whatsoever between/ amongst the Parties arising under/ out of/ in connection with this contract shall be settled in accordance with the laid down rules.
- 45.3 In case of any dispute(s)/ difference(s)/ issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s)/ difference(s)/ issue(s) between/ amongst the Parties and that such a Party wishes to refer the dispute(s)/ difference(s)/ issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/ difference(s)/ issue(s) to enable the other Party(ies) to be fully informed as to the nature of the dispute(s)/ difference(s)/ issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 45.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party(ies) reject(s) the invitation, there will be no conciliation proceedings.
- 45.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 45.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 45.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 45.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

===== X =====

Annexure-I

PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES

A Definitions:

A.1 "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.

"Corrupt Practice" also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

A.2 "Fraudulent Practice" means and include any act or omission committed by an agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

A.3 "Collusive Practice amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Executing Agency of the benefits of free and open competition.

A.4 "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

A.5 "Vendor/ Supplier/ Contractor/ Consultant/ Bidder" is herein after referred as "Agency"

A.6 "Appellate Authority" shall mean Committee consisting of Authorized Representatives of Executing Agency/ Owner.

A.7 "Competent Authority" shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ (ies) and Banning of business dealings with Agency/ (ies) and shall be the "Committee" concerned.

A.8 "Allied Agency" shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:

- (a) Whether the management is common;
- (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
- (c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

A.9 "Investigating Agency" shall mean any department or unit of Executing Agency/ Owner investigating into the conduct of Agency/ party and shall include the Vigilance Department of

the Executing Agency/ Owner, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

B Actions against bidder(s) indulging in corrupt /fraudulent/ collusive/ coercive practice

B.1 Irregularities noticed during the evaluation of the bids:

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/ fraudulent/ collusive/ coercive practice, the bid of such Bidder (s) shall be rejected and its Earnest Money Deposit (EMD) shall be forfeited.

Further, such agency shall be banned for future business with Executing Agency/ Owner for a period specified in para B 2.2 below from the date of issue of banning order.

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

If an agency, is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, during execution of contract, the agency shall be banned for future business with Executing Agency/ Owner for a period specified in para B 2.2 below from the date of issue of banning order.

The concerned order(s)/ contract(s) where corrupt/ fraudulent/ collusive practices are observed, shall be suspended with immediate effect by Engineer-in-Charge (EIC)/ Executing Agency/ Owner whereby the supply/ work/ service and payment etc. will be suspended. The action shall be initiated for putting the agency on banning.

After conclusion of process, the order(s)/ contract(s) where it is concluded that such irregularities have been committed shall be terminated and Contract Performance Security submitted by agency against such order(s)/ contract(s) shall also be forfeited. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

No risk and cost provision will be enforced in such cases.

(ii) After execution of contract and during Defect liability period (DLP)/ Warranty/ Guarantee Period:

If an agency is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, after execution of contract and during DLP/ Warranty/ Guarantee Period, the agency shall be banned for future business with Executing Agency/ Owner for a period specified in para B 2.2 below from the date of issue of banning order.

Further, the Contract Performance Security submitted by agency against such

order(s)/ contract(s) shall be forfeited.

(iii) After expiry of Defect liability period (DLP)/ Warranty/ Guarantee Period

If an agency is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, after expiry of Defect liability period (DLP)/ Warranty/ Guarantee Period, the agency shall be banned for future business with Executing Agency/ Owner for a period specified in para B 2.2 below from the date of issue of banning order.

B.2.2 Period of Banning

Banning period shall be reckoned from the date of banning order and shall be for a period as may be decided by the Executing Agency/ Owner based on specific case basis. However, minimum banning shall be for 06 (Six) months from the date of banning order.

In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

C Effect of banning on other ongoing contracts/ tenders

C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/ future tenders.

C.2 However, if such an agency is already executing other order(s)/ contract(s) where no corrupt/ fraudulent/ collusive/ coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.

C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:

C.3.1 after issue of the enquiry/ bid/ tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and EMD submitted by the agency shall be returned to the agency.

C.3.3 after opening of price, EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/ other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any agency/(ies) shall be initiated by C & P

Department when

- (i) Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Vigilance Department based on the input from Investigating agency, forward for specific immediate action against the agency.
- (iii) Nonperformance of Vendor/ Supplier/ Contractor/ Consultant leading to termination of Contract/ Order.

D.2 Suspension Procedure:

- D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.
- D.2.2 During the period of suspension, no new business dealing may be held with the agency.
- D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.
- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from Executing Agency/ Owner.

The competent authority to approve the suspension will be same as that for according approval for banning.

D 3 Effect of Suspension of business:

Effect of suspension on other on-going/ future tenders will be as under:

- D.3.1 No enquiry/ bid/ tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
 - D.3.2.1 after issue of the enquiry/ bid/ tender but before opening of Technical bid, the bid submitted

by the agency shall be ignored.

- D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and EMD submitted by the agency shall be returned to the agency.
- D.3.2.3 after opening of price, EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/ other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- D.3.3 The existing contract(s)/ order(s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of Executing Agency/ Owner or the Ministry of New & Renewable Energy (ii) bidder is not banned by any Government Department/ Public Sector.

Annexure-I

ADDENDUM TO INSTRUCTIONS TO BIDDERS (INSTRUCTION FOR PARTICIPATION IN E-TENDER)

1. General

Special Instructions (for e-Tendering).

Submission of Online Bids is mandatory for this Tender.

This section contains detailed instructions regarding bid submission procedure under e-tendering system (e-tender portal). Bidders are required to read the following instructions in addition to various instructions mentioned elsewhere in the bid document for e-tendering. The instructions mentioned herein related to bid submission procedure shall supersede and shall prevail over the conditions enumerated elsewhere in the bid/ tender document.

Bidders who wish to participate in e-tenders must go through the 'instructions in respect of e-Tendering essentially covering security settings required for bidder's PC/ Laptop, uploading and checking the status of digital signature in the bidder's PC/ Laptop, obtaining unique login ID and password, re-setting the password, downloading of Tender document and uploading of Offer/ Bid etc.

2. About E-Tender Portal (Web)

Solar Energy Corporation of India Limited (SECI) has adopted a secured and user friendly e-tender system enabling bidders to Search, View, Download tender document(s) directly from the ETS Portal of ISN (<https://www.bharat-electronictender.com>) a Government of India Undertaking (referred hereunder as "E-Tender Portal") and also enables the bidders to participate and submit online prices directly in the e-tender portal or uploading of SOR/ Price Schedule (Price Bid) in note and attachment folder, as applicable, and technical bids in secured and transparent manner maintaining absolute confidentiality and security throughout the tender evaluation process and award.

3. Pre-requisite for participation in bidding process

The following are the pre-requisite for participation in e-Tendering Process:

3.1 PC/ Laptop with Windows OS, Internet Explorer

Bidder must possess a PC/ Laptop with Windows 7 professional operating system and Internet Explorer 8 or 9 for hassle free bidding. Bidder is essentially required to effect the security settings as defined in the portal.

3.2 Internet Broadband Connectivity

The Bidder must have a high-speed internet connectivity (preferably Broadband) with internet explorer to access ISN's e-Tender Portal for downloading the Tender document and uploading/ submitting the Bids.

3.3 A valid e-mail Id of the Organization/ Firm

3.4 E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting

electronic tendering, SECI has decided to use the portal <https://www.bharat-electronicstender.com> through ISN ElectronicTender Services Private Limited (referred as ISN-ETS. This portal is based on the world's most 'secure' and 'user friendly' software from Electronic Tender®. A portal built using Electronic Tender's software is also referred to as Electronic Tender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

Tender Bidding Methodology:

Sealed Bid System

Single Stage Two Envelope

Auction

The sealed bid system would be followed by an 'e-Reverse Auction'

4. Tender Bidding Methodology under Sealed Bid System of Single Stage Two Envelop:

4.1 Broad Outline of Activities from Bidder's Perspective:

- 4.1.1 Procure a Class III Digital Signing Certificate (DSC).
- 4.1.2 Register on ElectronicTenderSystem® (ETS)
- 4.1.3 Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA
- 4.1.4 View Notice Inviting Tender (NIT) on ETS
- 4.1.5 For this tender -- Assign Tender Search Code (TSC) to a MA
- 4.1.6 Download Official Copy of Tender Documents from ETS Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
- 4.1.7 Clarification to Tender Documents on ETS
 - a) Query to SECI (Optional)
 - b) View response to queries posted by SECI
- 4.1.8 Bid-Submission on ETS
- 4.1.9 Respond to SECI Post-TOE queries
- 4.1.10 Participate in reverse auction if invited

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

4.2 Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class II or above, issued by a Certifying Authority

(CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>]

4.3 Registration

To use the Electronic Tender portal <https://www.bharat-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/ portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and payment of Annual Registration Fee, please contact ISN/ ETS Helpdesk (as given below), to get your registration accepted/ activated.

Important Note:

1. Interested bidders have to download official copy of the RfS/ Tender & other documents after login into the ETS Portal of ISN (<https://www.bharat-electronictender.com>). If the official copy of the documents is not downloaded from ETS Portal of ISN within the specified period of downloading of RfS/ Tender and other documents, bidder will not be able to participate in the tender.
2. To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Centre' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

ETS Helpdesk

Phone +91-124-4229071, 4229072

E-mail support@isn-ets.com

Remarks 1000 hrs to 1800 hrs on all working days ie from Monday to Friday except Government Holidays.

5. Some Bidding Related Information for this Tender (Sealed Bid)

The bid shall be submitted by the Bidder under "Single Stage - Two Envelope" procedure of bidding. Under this procedure, the bid submitted by the Bidder in two envelopes - First Envelope (also referred to as Techno - Commercial Part) and Second Envelope (also referred to as Price Part) shall comprise of the following documents:

5.1 Hard Copy

Hard copy of the bid shall comprise of following documents/ programmed file-Attachments to be submitted in sealed envelope, as part of First Envelope. **The envelope shall bear {the name of Tender, the Tender No. and the words 'DO NOT OPEN BEFORE' (due date & time)}.**

Contact Persons Name: Shri Sandeep Kumar

- (d) Original Non-Refundable Tender Processing Fee as per clause no. 05 of ITB
- (e) Original Non-Refundable Cost of Tender Document, if applicable
- (f) 'Covering Letter' on Bidder's 'Letterhead' (in Original) clearly specifying the enclosed Contents, as per 'Form F-0'
- (d) EMD in original as per Clause 16 of ITB as per 'Form F-4' or as prescribed.
- (e) Power of Attorney for authorized signatory in non-judicial stamp paper (as per 'Form F-24')
- (f) Copy of Board Resolution
- (g) The Pass-Phrase to decrypt the relevant Bid-Parts (for both Techno-Commercial and Financial) in separate sealed envelopes before the start date and time of the Tender Opening Event (TOE)

Bidder shall also upload the scanned copies of all the above mentioned original documents during online Bid Submission as a part of First envelope.

"Bidder should explicitly note that no hard copies are to be submitted as a part of Second envelope".

II. Soft Copy

Soft copy of the bid shall comprise of following documents to be uploaded on the ISN portal <https://www.bharat-electronictender.com> as per provisions therein.

(c) As part of First Envelope

- I. The Electronic Form of the bid for First Envelope (Techno-Commercial), as available on the ISN portal, shall be duly filled.
- II. Scanned copies of all the above mentioned original documents during online Bid Submission as a part of First envelope and Bid Form for first envelope
- III. Certificate of Incorporation
- IV. 'Bidder's General Information', as per 'Form F-1'.
- V. Shareholding Certificate (as per 'Form F-23')
- VI. 'No Deviation Confirmation', as per 'Form F-6'
- VII. 'Bidder's Declaration regarding Banning, Liquidation etc.', as per 'Form F-7'
- VIII. 'Bidders Experience as per 'Form F-13'
- IX. E-Banking Format (as per 'Form F-19')

- X. Documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification
- XI. Document showing annual turnover for the financial years as required in Qualifying Requirements (QR) such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed Format F-16
- XII. Tender Document. (Only First and Last Pages of Original Tender Document duly sealed and signed/ digitally signed and all pages of amendments and clarifications to Tender Documents duly sealed and signed/ digitally signed by the Authorized Signatory).

(A) As part of Second Envelope

- (a) The Electronic Form of the bid for Second Envelope (Price - Part), as available on the ISN portal, shall be duly filled. "Termed as **ELECTRONIC FORM**"
- (b) Main Price Bid of financial bid comprising of SOR-1 and SOR-2 of the Price Schedule (available in Section - VIII, SOR), duly Completed, sealed and signed/ digitally signed shall be uploaded. "Termed as **MAIN BID**"

5.3 Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically, for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypted™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill Electronic Form™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Form™ and the corresponding Main-Bid.

If any variation is noted between the price mentioned in the Electronic Form™ and the Main Bid (Refer Clause No. 5.2 B for the definitions of Electronic Form and Main Bid), the price mentioned in the Main Bid shall prevail.

In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words will prevail.

The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is

submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid Submission and before the commencement of the Online TOE of Technical Bid. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the Employer.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to Employer in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

5.4 Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.bharat-electronictender.com>, and go to the User-Guidance Centre

The help information provided through 'ETS User-Guidance Centre' is available in three categories – Users intending to Register/ First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

5.5 SIX CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically, for Supplier organizations, the following 'SIX KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class II or above well in advance of your tender submission deadline on ETS.
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last

minute problems due to internet timeout, breakdown, etc)

6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. The bidders are required to submit correct, valid and operative Pass-Phrase to decrypt either Technical Bid Part or Financial Bid Part in a separate sealed envelope before due date and time of submission of bid. In the event, the bids are not opened with the pass-phrase submitted by bidder, Employer may ask for re-submission/ clarification for correct pass-phrase. If bidder fails to submit correct pass-phrase immediately as requested by Employer, the Tender Processing Fee and Tender Document Fee, if applicable, shall be forfeited and bid shall not be opened, and EMD shall be refunded. No request on this account shall be entertained by Employer/Executive Agency/ Owner.
7. Bids will be made available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' the status pertaining Overall Bid-Submission is 'COMPLETE'. For the purpose of record, the bidder can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the status pertaining overall Bid-Submission' is 'COMPLETE'

5.6 NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth and sixth instructions are relevant at all times.

6. Content of Bid

6.1 Un-Priced Bid

The Un-Priced Bid (i.e. Part I - Technical Bid, refer ITB of tender for details) to be uploaded using Link "TECHNICAL DOCUMENT". ***Bidders are advised to not upload duly filled Schedule of Rates (SOR)/ Price Schedule (PS) at this link.***

Before the bid is uploaded, the bid comprising of all relevant documents mentioned in the tender document should be digitally signed in accordance with the Indian IT Act 2000. If any modifications are required to be made to a document thereafter the modified documents shall be again digitally signed before uploading.

Bidders are required to upload all Tender forms and supporting documents which form part of the bid/ tender in the Collaboration Folder (C-Folder) under tender document of e-tender portal.

Uploading the documents relevant to bid before the bid submission date and time is the sole responsibility of the bidder.

The complete bid (each page) shall be continuously numbered in sequence, from start till end i.e. 1, 2, 3... n. The bid shall be uploaded along with proper index and indicating page numbers against each category of documents. A sample is suggested as under:

Sub-folder in C-Folder	Documents	Page nos. (for ref.)
1. INDEX	Index	1 to a
2. TENDER DOC	Tender Document, Corrigendum etc.	a+1 to b
3. B.E.C	BEC documents (including order, completion/ execution certificate, balance sheet, etc.)	b+1 to c
4. UN-PRICED COMMERCIAL	Un-priced Commercial offer/bid	c+1 to d
5. EMD/POA	Scanned copy of EMD/POA	d+1 to e
6. FORMATS	Formats of tender duly filed-in, signed and stamped and other	e+1 to f
7. TENDER FEE	Scanned copy of Tender Fee/ Integrity Pact (I.P.)	f+1 to f
8. OTHERS	Any other document	g+1 to n

The above shall ensure that there are no missing documents and traceability of relevant section is ensured.

Note:

- Bidder may save/ store the bid documents in the PC/ Laptop before submitting the bid into in e-tender portal.
- Bidder is required to fill up the price(s)/ rate(s) strictly in the Schedule of Rate (SOR)/ Price Schedule (PS) attached with the tender.

Inadvertently, if a document is uploaded in Collaboration Folder (C Folder) by the bidders, such document can be deleted by the bidder and can be replaced by a digitally signed new/ modified document prior to due date & time.

Un-priced techno-commercial bid document should be placed in the private area earmarked in the C-folder of Tender Document in e-tender portal.

6.2 Price Bid

The Price Bid (i.e. Part II - Price Bid, refer ITB for details) to be uploaded using Link given under ISN portals & and NOT using link "TECHNICAL DOCUMENT". **Bidders are advised not to upload any other documents and same shall be ignored.** For detailed instructions, refer tender document and instructions as given above.

Employer/Executive Agency/ Owner shall not be responsible for any failure on the part of the bidder in submission of Priced Bid.

Instructions mentioned under "PRICE BID [Online]" shall be applicable in case Bidders have been asked to quote their prices on-line directly in the ISN's e-tender portal in addition to uploading of scanned copy of SOR/ PS or only the on-line price submission in the portal, as the case may be.

7 Submission of documents

Bidders are requested to upload small sized documents preferably (upto 20 MB) at a time to facilitate easy uploading into e-tender portal. Employer/Executive agency/ Owner shall not be responsible in case of failure of the bidder to upload documents/ bids within specified time of tender submission.

8 Last date for submission of bids

System does not allow for submission or modification of bids beyond the deadline for bid

submission. However, if the bidder for some reason intends to change the bid already entered, he may change/ revise the same on or before the last date and time of submission. The system time displayed on ISN's e-tender webpage shall be final and binding on the bidders for all purposes pertaining to various events of the subject tender and no other time shall be taken into cognizance.

Bidders are advised in their own interest to ensure that bids are uploaded in e-tender system well before the closing date and time of bid.

9 Internet connectivity

If bidders are unable to access ISN's e-tender portal or Bid Documents, the bidders may please check whether they are using proxy to connect to internet or their PC is behind any firewall and may contact their system administrator to enable connectivity. Please note that Port SSL/ 443 should be enabled on proxy/firewall for HTTPS connectivity. Dial-up/ Broad and internet connectivity without Proxy settings is another option.

Additional DO'S AND DON'TS FOR BIDDERS Participating in e-ReverseAuction

1. Get your organization's concerned executives trained for e-ReverseAuction related processes on ETS well in advance of the start of e-ReverseAuction.
2. For responding to any particular e-ReverseAuction, the e-ReverseAuction (ie its Reverse Auction Search Code or RASC) has to be assigned to an MA.
3. It is important for each bidder to thoroughly read the 'rules and related criterion' for the e-ReverseAuction as defined by the Buyer organization.
4. If applicable for an e-ReverseAuction (such as in case of a Direct e-ReverseAuction which is not preceded by a sealed-bid stage), pay your EMD on ETS well in advance of the start of e-ReverseAuction bidding.
5. If applicable for an e-ReverseAuction (such as in case of a Direct e-ReverseAuction which is not preceded by a sealed-bid stage), pay the Bid Processing Fee well in advance of the start of e-ReverseAuction bidding.
6. It is important to digitally-sign your 'Final bid' after the end of e-ReverseAuction bidding event.



SECTION - III

BID DATA SHEETS (BDS)

BID DATA SHEETS (BDS)

The following bid specific data for the Plant and Equipment to be procured shall amend and/ or supplement the provisions in the Section - II, Instruction to Bidders (ITB)

Sl. No.	ITB Clause Ref. No.	Bid Data Details
1.	ITB 1.1	<p>The Executing Agency is:</p> <p>Solar Energy Corporation of India Limited, D - 3, 1st Floor, Wing - A, Prius Platinum Building, District Centre, Saket, New Delhi - 110 017, India</p> <p>Kind Attn.: General Manager (C & P) / Manager (C & P) Telephone Nos.: - 0091-(0)11-71989256/71989290/71989264 Fax No.: - 0091-(0)11-71989243 E-mail: - contracts@seci.co.in</p> <p>The Owner is: Ministry of New and Renewable Energy (MNRE), Block No 14, CGO Complex, Lodhi Road, New Delhi</p> <p>Kind Attn.: Dr. Rajesh Kumar – Scientist 'F'</p> <p>Telephone Nos.: - 011-24361031 E mail: rajesh.mnre@gov.in</p>
2.	ITB 1.2	<p>The brief Scope of the Tender/ Work is:</p> <p>Design, Engineering, Supply, Construction, Erection, Testing, Commissioning including 05 Years of AMC of 15 MW (AC) Solar PV Power Plant with 50 kWh Lithium Titanium Oxide BESS at Kumar Post Siachen in Leh district of J&K</p>
3.	ITB 3.0	<p>Bids from Consortium/ Joint Venture:</p> <p>Allowed</p>
4.	ITB 4.0	<p>Number of Bids per Bidder:</p> <p>Only 01 (One) Bid per bidder are allowed in the Tender Document.</p>
5.	ITB 15.0	<p>Bid Validity:</p> <p>The bid validity period shall be 180 (One Hundred and Eighty Days) from the date of opening of Techno-Commercial Bid (Envelope-I).</p>
6.	ITB 22.2	<p>For hard copies of bid submission purpose, the address of the Executing Agency/Employer is:</p> <p>Solar Energy Corporation of India Limited, D - 3, 1st Floor, Wing - A, Prius Platinum Building, District Centre</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>Saket, New Delhi - 110 017</p> <p>Kind Attn.: General Manager(C & P)/Manager(C & P)/Dy. Manager (C&P) Telephone Nos.: - 0091-(0)11-71989256/ 71989290/71989294/71989264 Fax No.: - 0091-(0)11-71989243 E-mail: - contracts@seci.co.in</p>
7.	ITB 26.1	<p>The bid opening shall take place at:</p> <p>Solar Energy Corporation of India Limited, D - 3, 1st Floor, Wing - A, Prius Platinum Building, District Centre Saket, New Delhi - 110 017</p>
8.	ITB 35	<p>Award of Contract:</p> <p>Subject to "ITB: Clause-29", the Employer/Executive Agency, "Solar Energy Corporation of India Limited", will award the Contract to the successful Bidder on behalf of Owner, whose Bid has been determined to be substantially responsive and has been determined as the lowest (L1) provided that bidder is determined to be qualified to satisfactorily perform the Contract Technically.</p>
9.	ITB 36.1	<p>Prior to the expiry of 'Period of Bid Validity', Executing Agency/Employer, Solar Energy Corporation of India Limited, New Delhi will notify the successful bidder in writing, in the form of "Notification of Award (NOA)"/ "Letter of Intent (LOI)"/ "Letter of Allocation (LOA)" through e-mail/ courier/ registered post, that his Bid has been accepted. The notification of award will constitute the formation of the Contract</p>
10.	ITB 37.1	<p>State of which stamp paper is required for Contract Agreement:</p> <p>Jammu & Kashmir</p>



ANNEXURE TO BID DATA SHEET (BDS) QUALIFYING REQUIREMENTS

QUALIFYING REQUIREMENTS (QR)

Qualification of the bidder(s) will be based on meeting the minimum eligibility criteria specified below regarding the Bidder's General Standards, Technical Experience and Financial Position as demonstrated by the Bidder's responses in the corresponding Bid documents. The bid can be submitted by an individual firm or by a Joint Venture of two or more firms. (Specific requirements for Joint Ventures are given under Para 1.4 below).

1.1 GENERAL ELIGIBILITY CONDITIONS

The Bidder should be a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto, Government owned Enterprises who are registered and incorporated in India, Limited Liability Partnership Firms, engaged in the business of Power/Infrastructure barring Government Department as well as those firms against whom sanction for conducting business is imposed by Government of India and barring those firms with whom business is banned by the Employer.

Proprietorship Firms, Partnership Firms, NGOs, Charitable Trusts, Educational Societies are not allowed to participate in the bidding process (either individually or in Joint Venture/ Consortium). The Bid Processing Fees and EMD are exempted for MSME Vendors/ Developers registered under NSIC/ DIC/ Udyog Aadhaar Category only. As the Proprietorship Firms, Partnership Firms, NGOs, Charitable Trusts, Educational Societies in any form are not allowed to participate in the tendering process, hence forth any Proprietorship Firms, Partnership Firms, NGOs, Charitable Trusts, Educational Societies MSME vendor will also not be eligible to participate in the bidding process (either individually or in Joint Venture/ Consortium)

- 1.1.1 In case the Bidder wishes to incorporate a Project Company, in such case Bidder if selected as a Successful Bidder can incorporate a Project Company. Bidder shall be responsible to get all clearance required/obtained in the name of the Bidding Company transferred in the name of the Project Company.
- 1.1.2 The aggregate equity share holding of the Successful Bidder in the issued and paid up equity share capital of the Project Company shall not be less than fifty-one percent (51%) up to a period of Five (5) years from the date of commissioning of the entire Sanctioned Capacity of the Project Developer.
- 1.1.3 Affiliation shall mean a company that either directly or indirectly controls or is controlled by or is under common control with a Bidding Company. Control means the ownership by one company of at least 26% (Twenty Six Percent) of the voting rights of the other company.

1.2 TECHNICAL ELIGIBILITY CONDITIONS

The bidder should have experience in development of Ground mounted Solar Projects on Turnkey basis including Supply, Installation and Commissioning of Off Grid Solar PV Power Plant along with Battery Energy Storage Systems (BESS) of cumulative Capacity not less than **7.5 (One and half) kWp along with 25 kWh** Battery Energy Storage Systems (BESS) in last Seven Financial years as on last date of bid opening. However, such Solar PV Power Plant and

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Solar Systems capacity must have been in satisfactory operation for at least six (06) months from the date of commissioning.

AND

The bidder should have experience in development of Ground mounted Solar Projects on Turnkey basis including design, supply, installation & commissioning of at least 02 (Two) Off Grid connected Solar PV Power Plant Project having an individual capacity of **05 (Five) kWp or above and Should have designed, supplied, erected, commissioned a Battery Energy Storage System (BESS) of minimum 17 kWh** in last Seven Financial years and till last date of bid opening. However, such Solar PV Power Plant and Solar Systems capacity must have been in satisfactory operation for at least six (06) months from the date of commissioning.

The list of projects commissioned at least 6 months prior to Techno-Commercial Bid Opening date, indicating whether the project is grid connected, along with a scanned copy of the Commissioning certificate and Work order / Contract / Agreement/LOI from the Client / Owner shall be submitted in support of Clause 1.2 above.

The Performance Certificate must be issued minimum six (06) months from the date of commissioning. The Performance Certificate/Joint meter reading (JMR) reports shall be issued from any state/ central owned agencies or state power departments or authorized representative of Power offtaker (Discom/Private Power purchaser).

The Bidder shall furnish copies of the following documents along with the Bid in support of meeting the above mentioned BEC:

- a. Certificate of incorporation and MoA/AoA in support of 1.1 above

Note: A job executed by a Bidder for its own plant/ projects cannot be considered as experience for the purpose of meeting the Eligibility Conditions of the tender. Also, the jobs executed for Subsidiary/ Fellow subsidiary/ Holding company will not be considered as experience for the purpose of meeting Eligibility Conditions.

1.3 FINANCIAL ELIGIBILITY CONDITIONS

The Minimum Average Annual Turnover (MAAT) of the bidder in the last three financial years (i.e. FY 2016-2017, 2017-2018 and 2018-2019) should be **INR 32, 40, 000/- (Indian Rupees Thirty Two Lakhs Forty Thosands only). MAAT shall mean Revenue from Operations as incorporated in the profit & loss account excluding other income, e.g. sale of fixed assets.** This must be the individual Company's turnover and not that of any group of Companies. A summarized sheet of average turn over certified by a practicing CA/Statutory Auditor should be compulsorily enclosed along with corresponding annual accounts.

AND

"Net Worth" of the Bidder shall be calculated as per Company Act 2013. The net worth for the last financial year should be positive.

AND

The bidder should have a minimum Working Capital of **INR, 20, 25,000/- (Indian Rupees Twenty Lakhs and Twenty Five Thousands only)** as per the last audited financial statement. If the bidder's working capital is inadequate, the bidder should supplement this with a letter from the bidder's bank, having net worth not less than INR 500 Crores, confirming the availability of

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the line of credit for equal to or more than **INR 20, 25,000/- (Indian Rupees Twenty Lakhs and Twenty Five Thousands only to meet the working Capital requirement of this particular Project.**

1.3.1 **Void**

1.3.2 In case the bidder is a holding company, the financial position criteria referred to in clause 1.3 above shall be of that holding company only (i.e. excluding its subsidiary/ group companies). In case bidder is a subsidiary of a holding company, financial position criteria referred to in clause 1.3 above shall be of that subsidiary company only (i.e. excluding its holding company).

1.3.4 The Bidder will provide a copy each of audited annual report of previous three financial years for ascertaining their turnover and Net Worth for the purpose of verification.

1.3.5 The Net Worth of the Bidder as on the last day of the preceding financial year shall not be less than total paid-up share capital.

1.3.6 **Void**

1.3.7 **Void**

1.3.8 The derivation of Net Worth” of the Bidder shall be done as per Company Act 2013.

1.3.9 Other income shall not be considered for arriving at annual turnover.

1.3.10 A scanned copy of certificate of incorporation shall be furnished in the bid (through online mode).

1.3.11 Bidders shall furnish documentary evidence as per the prescribed format (online as well as offline), duly certified by Authorized Signatory and the Statutory Auditor / Practicing Chartered Accountant of the Bidding Company in support of their financial capability.

The Bidder shall furnish the following documentary evidences along with the Bid in support of meeting of above mentioned Financial Eligibility Criteria:

(i) “Details of Financial capability of Bidder” as per format F-16 duly signed and stamped by a Chartered Accountant (format attached).

(ii) Audited financial results i.e. Annual Report including Audited Balance Sheet and Profit & Loss Account Statement for immediate three preceding financial years to meet the above Financial Criteria. In case of tenders having the bid due date up to 30th September of the relevant financial year and audited financial results of immediate 3 preceding financial year being not available, the bidder has an option to submit the audited financial results of three years immediately prior to relevant financial year. Wherever, the bid due date is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediate preceding three financial years.

1.4 JOINT VENTURE CONDITIONS

Incase the bid is submitted by a Joint venture (JV) of two or more firms as partners, they must meet the following requirements: -

1.4.1 The Lead partner of the JV shall meet individually not less than 50% of minimum Financial Eligibility Conditions given at para 1.3 above. However, all the JV partners must meet collectively

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100% Financial Eligibility Conditions given at para 1.3 above.

- 1.4.2 All the partners of the JV must meet collectively 100% of Technical Eligibility Conditions given at para 1.2 above.
- 1.4.3 The Joint Venture must satisfy collectively the Criterion of clauses 1.2 & 1.3 above for which purpose the relevant figure of average annual turnover and liquid assets/ credit facilities for each of the partners of the JV shall be added together to arrive at Joint Venture total capacity. **The net worth of each Partner of JV should be positive.**
- 1.4.4 A Joint Venture (JV), may or may not be incorporated as a Registered Company.
- 1.4.5 A Joint Venture (JV), if incorporated as a Registered Company, is required to submit EMD and Performance Security in the name of Joint Venture only. In case of Consortium or a JV has not formed a Registered Company, the EMD and Performance Security shall be submitted in the name of Lead Partner only.
- 1.4.6 JV is required to submit Form of Undertaking by the JV Partners (F - 17) and Form of Power of Attorney (F - 17A) as per prescribed formats enclosed in Section - VI (Sample Forms and Formats). Consortium is required to submit Form of Undertaking by the Consortium Partners (F - 18) and Form of Power of Attorney (F - 18A) as per prescribed formats enclosed in Section - VI (Sample Forms and Formats).
- 1.4.7 JV/ Consortium is also required to declare detailed scope of work to be executed by each partner of JV.

The Employer may assess the capacity and capability of the bidder, to ascertain that the bidder can successfully execute the scope of work covered under the package within stipulated completion period. This assessment shall inter-alia include (i) document verification, (ii) bidder's work/manufacturing facilities visit, (iii) manufacturing capacity, details of works executed, works in hand, anticipated in future & the balance capacity available for the present scope of work, (iv) details of plant and machinery, manufacturing and testing facilities, manpower and financial resources, (v) details of quality systems in place, (vi) past experience and performance, (vii) customer feedback, (viii) banker's feedback etc.

- 1.4.8 In order to avail the benefits of exemptions in JV/ Consortium, all the partners of JV/ Consortium must be MSME Vendors/ Developers registered under NSIC/ Udyog Aadhaar Category only.

Employer/ Owner reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract.

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 - 94.5 AUTOMOBILE
 - 94.6 GENERAL LIABILITY
 - 94.7 ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS
95. DAMAGE TO PROPERTY OR TO ANY PERSON OR ANY THIRD PARTY

[H] LABOUR LAWS:

96. LABOUR LAWS & INDEMNITY BOND
97. VOID
98. CONTRACTOR TO INDEMNIFY THE EMPLOYER/ OWNER
99. HEALTH AND SANITARY ARRANGEMENT FOR WORKERS

[I] APPLICABLE LAWS AND SETTLEMENT OF DISPUTES:

100. ARBITRATION
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[J] SAFETY CODES:

102. GENERAL
103. SAFETY REGULATIONS
104. FIRST AID AND INDUSTRIAL INJURIES
105. GENERAL RULES
106. CONTRACTOR'S BARRICADES
107. WORKING AT HEIGHT
108. EXCAVATION AND TRENCHING
109. DEMOLITION/ GENERAL SAFETY
110. CARE IN HANDLING INFLAMMABLE GAS
111. TEMPORARY COMBUSTIBLE STRUCTURES
112. PRECAUTIONS AGAINST FIRE
113. EXPLOSIVES
114. PRESERVATION OF PLACE
115. OUTBREAK OF INFECTIOUS DISEASES
116. USE OF INTOXICANTS

Preamble

This Section (Section - IV) of the Bidding Documents [named as General Conditions of Contract (GCC)] provides the performance of the Contractor, payments under the contract or matters affecting the risks, rights and obligations of the parties under the contract. This Section contains provisions that are to be used unchanged unless Section - V [named as Special Conditions of Contract (SCC)] states otherwise as any changes in GCC or any complementary information that may be needed has been shown in SCC. If there is a conflict between the provisions of Section - IV & Section - V, the provisions of Section - V shall prevail.

Bidders may note that the respective rights of the Employer/ Owner and Bidders/ Contractors shall be governed by the Tender Documents/ Contracts signed between the Employer/ Owner and the Contractor for the respective package(s). The provisions of Tender Documents shall always prevail over any other documents in case of contradiction.

Further in all matters arising out of the provisions of this Section - IV and the Section - V of the Tender Documents, the laws of the Union of India shall be the governing laws and courts of the State of the Project Owner shall have exclusive jurisdiction.

[A] DEFINITIONS

1. Definition of Terms:

- 1.1 In this **TENDER** (as here-in-after defined) the following words and expressions shall have the Meanings hereby assigned to them except where the context otherwise required.
- 1.1.1 **ADJUDICATOR** means the person or persons named as such in the SCC to make a decision on or to settle any dispute or difference between the Owner and the Contractor.
- 1.1.2 **AFFILIATE** shall mean a company that either directly or indirectly
- a. controls or
 - b. is controlled by or
 - c. is under common control with
- a Bidding Company and "control" means Ownership by one company of at least Fifty percent (50%) of the voting rights of that company.
- 1.1.3 **AFFECTED PARTY** means Owner or the Contractor whose performance has been affected by an event of Force Majeure
- 1.1.4 **AMC** means Comprehensive Annual Maintenance Contract of project/Work/Facilities under this contract
- 1.1.5 **APPLICABLE LAW** means any statute, law, regulation, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law in the Republic of India and the State Government, by any Government Authority or instrumentality thereof, whether in effect as of the date of this Contract or thereafter.
- 1.1.6 **APPROVED** shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.
- 1.1.7 **APPOINTING AUTHORITY** for the purpose of arbitration shall be the any person so designated by the Owner.
- 1.1.8 **ARBITRATOR** means the person or persons appointed by agreement between the Owner and the Contractor to make a decision on or to settle any dispute or difference between the Owner and the Contractor referred to him or her by the parties.
- 1.1.9 **B.I.S.** means specifications of Bureau of Indian Standards (BIS).
- 1.1.10 **BID** means the Techno Commercial and Price Bid submitted by the Bidder along with all documents/ credentials/ attachments/ annexure etc., in response to the Tender, in accordance with the terms and conditions hereof.
- 1.1.11 **BIDDER** means Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assigns as the context may require.
- 1.1.12 **CEA** means the Central Electricity Authority.

- 1.1.13 **CHARTERED ACCOUNTANT** means a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.
- 1.1.14 **COLLABORATOR** or **PARENT COMPANY** means the firms/ corporations who has provided technological support to the manufacturer for the detailed Design/establishing production line for the specific Equipment.
- 1.1.15 **COMPANY** means a body incorporated in India under the Indian Companies Act, 1956 or Companies Act, 2013 including any amendment thereto.
- 1.1.16 **CONTRACT** shall mean the Agreement between the **Executive Agency/Owner** and the Contractor for the execution of the works including therein all Contract documents.
- 1.1.17 **CONTRACTOR** means the person or the persons, Company or Corporation whose Tender has been accepted by the Employer and includes the Contractor's legal representatives his/ her successors and permitted assigns.
- 1.1.18 **CONTRACT DOCUMENTS** mean collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Notification of Award/ Letter of Intent/ Letter of Acceptance and agreed variations if any, and such other documents constituting the Tender and acceptance thereof.
- 1.1.19 **CONTRACTOR'S EQUIPMENT** means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Facilities that are to be provided by the Contractor, but does not include Plant and Equipment, or other things intended to form or forming part of the Facilities.
- 1.1.20 **CONTRACTOR'S REPRESENTATIVE** means any person nominated by the Contractor and approved by the Employer to perform the duties delegated by the Contractor.
- 1.1.21 **CONSULTANT** means Techno-Commercial experts who are the consulting engineer to the Employer/ Owner for this project.
- 1.1.22 **COMMISSIONING** means a project shall be considered commissioned if all equipment as per rated capacity, mentioned under the scope of contract, has been installed and energy has flown into grid.
- 1.1.23 **COMPLETION OF FACILITIES** means that the Facilities (or a specific part thereof where specific parts are specified in the SCC) have been completed operationally and structurally and put in a tight and clean condition, and that all work in respect of commissioning of the Facilities or such specific part thereof has been completed; and Final Acceptance has been attained.
- 1.1.24 **CHANGE ORDER** means an order given in writing by the Engineer-in-Charge/Project Manager to effect additions to or deletion from and alteration in the works.
- 1.1.25 **DAY** means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 1.1.26 **DEFECT LIABILITY PERIOD** in relation to scope of work means 12 (Twelve) months from the date of Final acceptance during which the Contractor stands responsible for rectifying all defects/ rejection that may appear in the works executed by the Contractor in pursuance of the Contract and includes warranties against Manufacturing/ Fabrication/ Erection/ Construction defects covering all

materials plants, equipment, components and the like supplied by the Contractor, works executed against workmanship defects.

- 1.1.27 **DRAWINGS** shall include maps, plans and tracings, supporting documents, specifications or prints or sketches thereof with any modifications approved in writing by the Engineer-in-Charge/Project Manager and such other drawing as may, from time to time, be furnished by the Contractor.
- 1.1.28 **EARNEST MONEY DEPOSIT (EMD)** means the unconditional and irrevocable Tender Security in the form of Demand Draft/ Banker's Cheque/ Bank Guarantee to be submitted along with the Bid by the Bidder as prescribed in the Tender document.
- 1.1.29 **EMPLOYER** means the Company/ Corporation/ Government Entity, named in the **BDS/ SCC**, who is responsible for getting the Facilities implemented. The Employer may be Owner himself or an agency appointed by the Owner and shall include the legal successors or permitted assigns of the Employer.
- 1.1.30 **ENGINEER-IN-CHARGE (EIC)/PROJECT MANAGER** shall mean the person designated from time to time by the Employer and shall include those who are expressly authorized by him to act for and on his behalf for operation of this Contract.
- 1.1.31 **EFFECTIVE DATE** means the date of issuance of Notification of Award from which the Time for Completion shall be determined or any other specific date as provided in the Notice to Proceed (NTP) for exceptional cases.
- 1.1.32 **FINAL ACCEPTANCE** means acceptance of complete Facilities by the Employer upon demonstration of One month of trouble free operation and completion of all facilities as per Scope of Works.
- 1.1.33 **GUARANTEE TEST(S)** means the test(s) specified in the Technical Specifications to be carried out to ascertain whether the Facilities or a specified part thereof is able to attain the Functional Guarantees specified in the Technical Specifications during/ after successful Commissioning followed by Trial - Operation.
- 1.1.34 **GOODS & SERVICE TAX (GST)** is an indirect tax throughout India to replace taxes levied by the central and state governments. Goods & Services Tax is a comprehensive, multi-stage, destination-based tax that will be levied on every value addition.
- 1.1.35 **IEC** means specifications of International Electro-Technical Commission.
- 1.1.36 **INSTALLATION SERVICES** means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided by the Contractor under the Contract; e.g., transportation and provision of marine or other similar insurance (s), inspection, expediting, site preparation works (including the provision and use of Contractor's Equipment and the supply of all structural and construction materials required), installation including civil and allied works etc., testing, pre-commissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training of Employer's Personnel etc..
- 1.1.37 **MWp** means Mega-Watt Peak.
- 1.1.38 **kWh** shall mean Kilo-Watt-hour.
- 1.1.39 **LANGUAGE FOR DRAWINGS AND INSTRUCTION** All the drawings, titles, notes, instruction, dimensions, etc. shall be in English Language only.

- 1.1.40 **MNRE** means Ministry of New and Renewable Energy, Government of India.
- 1.1.41 **MOBILIZATION** shall mean establishment of sufficiently adequate infrastructure by the Contractor at Site comprising of construction equipment, aids, tools tackles including setting of site offices with facilities such as power, water, communication etc. establishing manpower organization comprising of Resident Engineers, Supervising Personnel and an adequate strength of skilled, semi-skilled and un-skilled workers, who with the so established infrastructure shall be in a position to commence execution of work at site(s), in accordance with the agreed Time Schedule of Completion of Work. Mobilization shall be considered to have been achieved, if the Contractor is able to establish infrastructure as per Time Schedule, where so warranted in accordance with agreed schedule of work implementation to the satisfaction of Engineer-in-Charge/Project Manager.
- 1.1.42 **NET-WORTH** shall have same meaning as defined in Company Act 2013 and Amendment, if any.
- 1.1.43 **NOTICE IN WRITING OR WRITTEN NOTICE** shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by Email/registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 1.1.44 **NOTIFICATION OF AWARD (NOA)** means the official notice issued vide Letter/ E-mail by the Employer/Executive Agency/Owner notifying the Contractor that his bid has been awarded.
- 1.1.45 **Void**
- 1.1.46 **Void**
- 1.1.47 **OWNER** means the Company/ Corporation/ Government Entity, named in the **BDS/ SCC**, who has decided to set up the Facilities and shall include the legal successors or permitted assigns of the Owner.
- 1.1.48 **PARENT COMPANY** means a company that holds more than Fifty Percent (50%) of the paid-up equity capital directly or indirectly in the Bidding Company as the case may be.
- 1.1.49 **PLANT AND EQUIPMENT** means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and incorporated in the Facilities by the Contractor under the Contract (including the spare parts to be supplied by the Contractor) but does not include Contractor's Equipment.
- 1.1.50 **PLANT FACILITY(IES)/ FACILITY(IES)** means the Plant and Equipment to be supplied and installed, as well as all the Installation Services to be carried out by the Contractor under the Contract.
- 1.1.51 **PRE-COMMISSIONING** means the testing, checking and other requirements specified in the Technical Specifications that are to be carried out by the Contractor in preparation for Commissioning.
- 1.1.52 **SCC** means the Special Conditions of Contract.
- 1.1.53 **SECI** means Solar Energy Corporation of India Limited, New Delhi (A Government of India Enterprise) under MNRE.

- 1.1.54 **SITE** means the land and other places upon which the Facilities are to be installed, and such other land or places as specified in the SCC of the Contract as forming part of the Site.
- 1.1.55 **SPECIFICATION** shall mean all directions the various Technical Specifications, provisions attached and referred to the Tender Documents which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the Contract for the work or works, as may be amplified or modified by the Employer or Engineer-in-Charge/Project Manager during the performance of Contract in order to provide the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition of relevant Standard Specifications including all addenda/ corrigenda published before entering into Contract.
- 1.1.56 **SUB-CONTRACTOR** including vendors, means any person to whom execution of any part of the Facilities, including preparation of any design or supply of any Plant and Equipment, is sub-contracted directly or indirectly by the Contractor, and includes its legal successors or permitted assigns.
- 1.1.57 **TEMPORARY WORKS** shall mean all temporary works of every kind required in or about the execution, completion or maintenance of site works.
- 1.1.58 **TENDER/TENDER DOCUMENTS/ BIDDING DOCUMENTS** means the entire set of documents vide which Employer invite bids for Projects/ Works/ Facilities that are submitted within a finite deadline by the Bidder/ Contractor.
- 1.1.59 **TIME FOR COMPLETION** means the time within which Completion of the Facilities is to be attained in accordance with the specifications, as a whole (or of a part of the Facilities where a separate Time for Completion of such part has been prescribed) as specified in the SCC of the tender document
- 1.1.60 **TOTAL CONTRACT PRICE/CONTRACT VALUE** means the firm value of the final quoted price, as a result of e- RA (if applicable), by the successful bidder specified in its financial proposal as the sum of individual contract value of Design, supply & installation works including AMC (if applicable) under different work heads specified in the financial proposal, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract including or excluding Goods & Service taxes (as specified in the ITB).
- 1.1.61 **WEEK** means a period of any consecutive seven days.
- 1.1.62 **WORKING DAY** means any day which is not declared to be holiday or rest day by the Employer/ Owner.

[B] GENERAL INFORMATION

2. General Information

2.1.a Location of Site

The proposed location of Project site(s) is/ are defined in the Scope of work under Technical specifications & also defined under the Special conditions of contract (SCC).

2.1.b Access by Road

Contractor, if necessary, shall build other temporary access roads to the Base Camp of construction for his own work at his own cost. The Contractor shall be required to permit the use of the roads so constructed by him for vehicles of any other parties who may be engaged on the Siachen Base Camp. The Contractor shall also facilitate the construction of any permanent roads should the construction thereof starts while he is engaged on this work. He shall make allowance in his Tender for any inconvenience he anticipates on such account. Non-availability of access roads, railway siding and railway wagons for the use of the Contractor shall in no case condone any delay in the execution of work nor be the cause for any claim for compensation against the Employer/ Owner.

2.2 Scope of Work

The scope of work is defined in the Section - VII, Scope of Work and Technical Specifications (TS) of the Tender document. In addition, the Contractor shall provide all necessary materials, equipment, labour etc. for the execution and maintenance of the work till completion unless otherwise mentioned in the Tender Document.

2.3 Construction Water Supply

Contractor will have to make his own arrangements for supply of water to his labour camps and for works. The water quality should be suitable for use in civil construction work. All pumping installations, pipe network and distribution system will have to be carried out by the Contractor at his own risk and cost. Alternatively, the Employer/ Owner at his discretion may endeavor to provide water to the Contractor at the Employer's/ Owner's source of supply provided the Contractor makes his own arrangement for the water meter which shall be in custody of the Employer/ Owner and other pipe networks from source of supply, so as not to interfere with the layout and progress of the other construction works. In such case, a separate accounting shall be maintained for billing purpose on monthly basis. However, the Owner does not guarantee the supply of water and this does not relieve the Contractor of his responsibility in making his own arrangement and for the timely completion of the various works as stipulated.

2.4 Construction Power Supply

2.4.1 Contractor has to arrange for the construction power supply of their own. However, subject to availability, Employer/ Owner may provide access to the nearest available point in his location for supply power at only one point, from where the Contractor will make his own arrangement for temporary distribution through a temporary energy meter (sealed by Employer/ Owner). All the works will be done as per the applicable regulations with information to the Engineer-in-Charge/Project Manager. The temporary line will be removed forthwith after the completion of work or if there is any hindrance caused to the other works due to the alignment of these lines, the Contractor will re-route or remove the temporary lines at his own cost. The Contractor at his own cost will also provide suitable electric meters, fuses, switches, etc. for purposes of payment to the Employer/ Owner which should be in the custody and control of the Employer/ Owner. The cost of power supply shall be payable to the Employer/ Owner by the Contractor. The Employer/ Owner shall not, however, guarantee the supply of electricity nor have any liability in respect thereof. No claim for compensation for any failure or short supply of electricity will be admissible.

- 2.4.2** It shall be the responsibility of the Contractor to provide and maintain the complete installation on the load side of the supply with due regard to safety requirement at site. All cabling, equipment, installations etc. shall comply in all respects with the latest statutory requirements and safety provisions i.e., as per the Central/ State Electricity Acts and Rules etc. The Contractor will ensure that his equipment and Electrical Wiring etc., are installed, modified, maintained by a licensed Electrician/ Supervisor.
- 2.4.3** At all times, IEA regulations shall be followed failing which the Employer/ Owner has a right to disconnect the power supply without any reference to the Contractor. No claim shall be entertained for such disconnection. Power supply will be reconnected only after production of fresh certificate from authorized electrical supervisors.
- 2.4.4** The Employer/ Owner is not liable for any loss or damage to the Contractor's equipment as a result of variation in voltage or frequency or interruption in power supply or other loss to the Contractor arising therefrom.
- 2.4.5** The Contractor will have to provide and install his own lights and power meters which will be governed as per Central/ State Government Electricity Rules.
- 2.4.6** In case of damage of any of the Employer's/ Owner's equipment on account of fault, intentional or unintentional on the part of the Contractor, the Employer/ Owner reserves the right to recover the cost of such damage from the Contractor's bill.
- 2.5** **Void**
- 2.6** **Land for Residential Accommodation**

No Land shall be made available for residential accommodation for staff and labour of Contractor.

[C] ADDITIONAL GENERAL INSTRUCTIONS TO BIDDERS

3. Documents

- 3.1** **Corrections and Erasures:** All correction(s) and alteration(s) in the entries of Tender paper shall be signed in full by the bidder with date. No erasure or over writing is permissible.
- 3.2** **Witness:** Witness and sureties shall be persons of status and property and their names, occupation and address shall be stated below their signature.
- 3.3** **Details of Experience:** The bidder should furnish, along with his Tender, details of previous experience in having successfully completed in the recent past works of this nature, together with the names of Employers/ Owners, location of sites and value of Contract, date of commencement and completion of work, delays if any, reasons of delay and other details along with documentary evidence(s).
- 3.4** **Liability of Government of India:** It is expressly understood and agreed by and between bidder or/ Contractor and Employer/ Owner that, Employer/ Owner is entering into this agreement solely on its own behalf. In particular, it is expressly understood and agreed that the Government of India has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that Employer/ Owner is an independent legal entity with power and authority to enter into Contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, bidder/ Contractor hereby expressly waives, releases and foregoes any and all actions or claims,

including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue to Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

4. Transfer of Tender Documents

- 4.1 Transfer of Tender Documents purchased by one intending bidder to another is not permissible.

5. Right of Employer/Owner to Accept or Reject Tender

- 5.1 The right to accept the Tender will rest with the Employer/ Owner. The Employer/ Owner, however, does not bind himself to accept the lowest Tender, and reserves to itself the authority to reject any or all the Tenders received without assigning any reason whatsoever. At the option of the Employer/ Owner, the work for which the Tender had been invited, may be awarded to one Contractor or split between more than one bidders, in which case the award will be made for only that part of the work, in respect of which the bid has been accepted. The quoted rates should hold good for such eventualities. Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/ or the prescribed conditions are not fulfilled are liable to be rejected. The Tender containing uncalled for remarks or any additional conditions are liable to be rejected. Canvassing in connection with Tenders is strictly prohibited and Tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.

6. Time Schedule & Progress Reporting

- 6.1 The work shall be executed strictly as per the Time Schedule specified in Section - V, Special Conditions of Contract (SCC). The period of construction given in Time Schedule includes the time required for mobilization as well as testing, rectifications if any, retesting and completion in all respects to the entire satisfaction of the Engineer-in- Charge.
- 6.2 A joint program of execution of the work will be prepared by the Contractor based on priority requirement of this project & submitted to the Engineer in charge. This program will take into account the time of completion mentioned above and the time allowed for the priority works by the Engineer-in- Charge.
- 6.3 Monthly/ Weekly construction program will be drawn up by the Engineer-in- Charge jointly with the Contractor, based on availability of work fronts and the joint construction program as per above. The Contractor shall scrupulously adhere to these targets/ programs by deploying adequate personnel, construction tools and tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets/ programs. In all matters concerning the extent of targets set out in the weekly and monthly programs and the degree of achievements the decision of the Engineer-in- Charge will be final and binding on the Contractor.
- 6.4 The Contractor shall monitor progress of all the activities specified in the work schedule referred in GCC above and submit the progress report to the Project Manager as per the Contract Co-ordination procedure.
- 6.6 If at any time the Contractor's actual progress falls behind the scheduled program, or it becomes apparent that it will so fall behind, the Contractor shall, at the request of the Employer or the Project Manager/ EIC, prepare and submit to the Project Manager/ EIC a revised program, taking into account the prevailing circumstances, and shall notify the Project Manager/ EIC, of the steps being taken to expedite progress so as to attain Completion of the Facilities within the Time for Completion. If any extension thereof entitled under GCC Clause, or any extended period as may otherwise be agreed upon between the Employer and the Contractor, Contractor shall submit the revised plan for completion of Facility accordingly.

6.7 Maintenance of Records of Progress Review Meeting

The Contractor shall be required to attend all site progress review meetings organized by the 'Project Manager/ EIC' or his authorized representative. The deliberations in the meetings shall inter-alia include the program, progress of work (including details of manpower, material, tools and plants deployed by the Contractor vis-à-vis agreed schedule), inputs to be provided by Employer, delays, if any and recovery program, specific hindrances to work and work instructions by Employer. The minutes of the meetings shall be recorded with the 'Project Manager/ EIC' or his authorized representative.

7. Conflict of Interest and Bidder's Responsibility

7.1 A bidder shall not have a Conflict of Interest. All bidders found to have Conflict of Interest shall be disqualified. A bidder may be considered to have a Conflict of Interest with one or more parties in this bidding process, if:

- They have a controlling partner in common; or
- They receive or have received any direct or indirect subsidy from any of them; or
- They have the same legal representative for the purposes of this bid; or
- They have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decision of the Employer/ Owner regarding this bidding process; or
- A bidder submits more than one bid in this bidding process, either individually [including bid submitted as an agent/ authorized representative on behalf of one or more bidders or through license - licensor route, wherever permitted as per the provision of the Qualification Requirement for the bidders in the Annexure to Bid Data Sheet (BDS)] or as a partner in a Joint Venture/ Consortium, except for alternative offers permitted under Tender. This will result in the disqualification of all such bids; or
- A bidder or any of its Affiliates participated as a consultant in the preparation of the Design or Technical Specification or Detailed Project Report (DPR) of the Plant and Installation of services*/ goods and related services** that are the subject of the bid; or
- A bidder or any of its Affiliate has been hired (or is proposed to be hired) by the Employer/ Owner as a Project Manager for the Contract

Unquote:

* Applicable for Supply & Installation Contracts

** Applicable for Supply & Supply cum Supervision of Installation Contracts

7.2 The intending bidder shall be deemed to have visited the Site and familiarized himself before submitting the Tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the works in strict conformity with the Drawings and Specifications or for any delay in performance.

8. Retired Government or Company Officers

8.1 No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the States/ Central Government or of the Employer/ Owner is allowed to work as a Contractor for a period of two years after his retirement from Government Service, or from the employment of the Employer/ Owner. The Contract, if awarded, is liable to be cancelled if either the Contractor or any of his employees is found at any time to be such a person,

who has not obtained the permission of the State/ Central Government before submission of Tender, or engagement in the Contractor's service as the case may be.

9. Representatives and Field Management & Controlling

9.1 Project Manager / Engineer- In –Charge (EIC):

If the Project Manager/ EIC is not named in the Contract, then within seven (7) days of the Effective Date, the Employer shall appoint and notify the Contractor in writing of the name of the Project Manager/ EIC. The Employer may from time to time appoint some other person as the Project Manager/ EIC in place of the person previously so appointed and shall give a notice of the name of such other person to the Contractor without delay. The Employer shall take reasonable care, unless unavoidable to see that no such appointment is made at such a time or in such a manner as to impede the progress of work on the Facilities. The Project Manager/EIC shall represent and act for the Employer at all times during the currency of the Contract.

All notices, instructions, information and other communications given by the Contractor to the Employer under the Contract shall be given to the Project Manager/ EIC, except as herein otherwise provided.

9.2 Contractor's Representative & Construction Manager

If the Contractor's Representative is not named in the Contract, then within seven (07) days of the Effective Date, the Contractor shall appoint the Contractor's Representative and shall request the Employer in writing. If the Employer objects to the appointment within seven (07) days giving the reason therefor, then the Contractor shall appoint a replacement within seven (07) days of such objection, and the foregoing provisions of this GCC clause shall apply thereto.

9.3 The Contractor's Representative shall represent and act for the Contractor at all times during the tenure of the Contract and shall give to the Project Manager/ EIC all the Contractor's notices, instructions, information and all other communications under the Contract.

9.4 All notices, instructions, information and all other communications given by the Owner/ Employer or the Project Manager/ EIC to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided.

9.5 The Contractor shall not revoke the appointment of the Contractor's Representative without the Employer consent, which shall not be unreasonably withheld. If the Employer consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out in GCC Clauses.

9.6 The Contractor's Representative may, subject to the approval of the Employer (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Project Manager/EIC.

9.7 Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this GCC Clause shall be deemed to be an act or exercise by the Contractor's Representative.

9.8 Notwithstanding anything stated in GCC Clause above, for the purpose of execution of contract, the Employer and the Contractor shall finalize and agree to a Contract Co-ordination Procedure and all

the communication under the Contract shall be in accordance with such Contract Co-ordination Procedure.

- 9.9 From the commencement of installation of the Facilities at the Site until Final Acceptance, the Contractor's Representative shall appoint a suitable person as the construction manager (hereinafter referred to as "the Construction Manager"). The Construction Manager shall supervise all work done at the Site by the Contractor and shall be present at the Site throughout normal working hours except when on leave, sick or absent for reasons connected with the proper Performance of the Contract. Whenever the Construction Manager is absent from the Site, a suitable person shall be appointed to act as his or her deputy.
- 9.10 The Employer may object to any Contractor's representative or person employed by the Contractor in the execution of the Contract who, in the reasonable opinion of the Employer, may behave inappropriately, may be in- competent or negligent, or may commit a serious breach of the Site regulations and safety.
- 9.11 If any representative or person employed by the Contractor is removed in accordance with GCC Clause above, the Contractor shall, where required, promptly appoint a replacement. The Engineer-in-Charge/Project Manager may also authorize his representatives to assist in performing his duties and functions.

9.13 Hindrance Register

The Contractor may also maintain a Hindrance Register where reasons along with documentary evidence for delay/ fault may be recorded from time to time and at the time of occurrence of the hindrance and get it duly certified by the Project Manager or his authorized representative.

10. Note to Schedule of Rates

- 10.1 The Schedule of Rates should be read in conjunction with Section - VIII of the Tender documents.
- 10.2 The bidder shall be deemed to have studied the Drawings (if any), Specifications and details of work to be done within Time Schedule and to have acquainted himself of the condition prevailing at site.
- 10.3 Rates must be filled in the Schedule of Rates of original Tender Documents. If quoted in separate typed sheets no variation in item description or specification shall be accepted.

11. Policy for Tenders under Consideration

- 11.1 Only Those Tenders which are complete in all respects and are strictly in accordance with the Terms and Conditions and Technical Specifications of Tender Document, shall be considered for evaluation. Such Tenders shall be deemed to be under consideration immediately after opening of Tender and until such time an official intimation of acceptance/ rejection of Tender is made by Employer to the Bidder.
- 11.2 Zero Deviation: Bidders to note that this is a Zero Deviation Tender. Employer will appreciate submission of bids based on the terms and conditions in the enclosed General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of Work, technical specifications etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the bids. Bidder may note that no technical and commercial clarifications will be sought for after the receipt of the bids. In case of any deviation/ nonconformity observed in the bid, it will be liable for rejection.

12. Clarification of Tender Document

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- 12.1 Verbal clarification and information given by Employer or its representatives shall not in any way be binding on Employer.

13. Local Conditions

- 13.1 The site is being offered to the bidders for Project on “**as is where is**” basis assuming that bidders have acquainted themselves appropriately with all the local site conditions & no plea will be entertained before/after the award of contract on this ground. It will be imperative on each bidder to acquaint himself of all local site conditions and factors which may have any effect on the execution of work covered under the Tender Document. In their own interest, the bidder(s) is/ are requested to familiarize themselves with the Indian Income Tax Act 1961, Indian Companies Act 1956, and Indian Customs Act 1962, GST Act and other related Acts and Laws and Regulations of India with their latest amendments, as applicable. Employer shall not entertain any requests for clarifications from the bidder regarding such local conditions.
- 13.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the Tender. Any claim for financial or Forex or any other adjustments to Value of Contract, on lack of clarity of such factors shall not be entertained.

14. Extension of Time for Completion

- 14.1 The time for completion as specified in the SCC is firm & final binding till the final completion of the Plant facilities. The Time(s) for Completion specified in the SCC shall be extended if the Contractor is delayed or impeded in the Performance of any of its obligations under the Contract due to delay in fulfilment of obligations by the Owner or by the reason of any of occurrence of Force Majeure as provided in the Tender for Force Majeure.
- 14.2 The Contractor shall at all times use its reasonable efforts to minimize any delay in the Performance of its obligations under the Contract.

[D] GENERAL OBLIGATIONS

15.1 Priority of Contract Documents

Several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Engineer-in-Charge/Project Manager who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows:

- Contract Agreement and the appendices, along with the amendments, if any thereto
- Notification of award (NoA)
- Special Conditions of Contract
- General Conditions of Contract
- BDS & ITB
- Special Technical Conditions on Technical Specifications
- Technical Specifications and Drawings
- Price Schedules submitted by the Contractor
- Other completed Bidding forms submitted with the Bid
- Any other documents forming part of the Employer's Requirements

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed above. For eg. Contract agreement have precedence over NOA.

15.2 Headings and Marginal Notes

All headings and marginal notes to the clauses of these General Conditions of Contract or to the Specifications or to any other Tender Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof the Contract.

15.3 Singular and Plural

In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

15.4 Interpretation

Words implying 'Persons' shall include relevant Corporate Companies/ Registered Associations/ Body of Individuals/ Firm of Partnership' as the case may be.

16 Special Conditions of Contract (SCC)

16.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Specification of Work, Drawings and any other documents forming part of this Contract wherever the context so requires.

16.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.

16.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

16.4 Wherever it is mentioned in the specifications that the Contractor shall perform certain Work or provide certain facilities, it is understood that the Contractor shall do so at his cost and the Value of Contract shall be deemed to have included cost of such performance and provisions, so mentioned.

16.5 The materials, design and workmanship shall satisfy the relevant Indian Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

17 Contractor to obtain his own Information

17.1 The Contractor in fixing his cost shall for all purpose whatsoever reason may be, deemed to have himself independently obtained all necessary information for the purpose of preparing his tender and his tender as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of same. The correctness of the details, given in the Tender Document to help the Contractor to make up the tender is not guaranteed. The Contractor shall be deemed to have examined the Contract Documents, to have generally obtained his own information

in all matters whatsoever that might affect the carrying out of the works at the scheduled rates and to have satisfied himself to the sufficiency of his offer.

Any error in description of quantity or omission therefrom shall not vitiate the Contract or release the Contractor from executing the work comprised in the Contract according to Drawings and Specifications at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the Works and the requirements of materials and labour involved etc., and as to what all works he has to complete in accordance with the Contract documents whatever be the defects, omissions or errors that may be found in the Documents. The Contractor shall be deemed to have visited surroundings, to have satisfied himself to the nature of all existing structures, if any, and also as to the nature and the conditions of the Railways, Roads, Bridges and Culverts, means of transport and communication, whether by land, water or air, and as to possible interruptions thereto and the access and egress from the site, to have made enquiries, examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials, the available accommodation as to whatever required, depots and such other buildings as may be necessary for executing and completing the works, to have made local independent enquiries as to the sub-soil, subsoil water and variations thereof, storms, prevailing winds, climatic conditions and all other similar matters effecting these works.

He is deemed to have acquainted himself as to his liability of payment of Government Taxes, Customs duty and other charges, levies etc. Any neglect or omission or failure on the part of the Contractor in obtaining necessary and reliable information upon the foregoing or any other matters affecting the Contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and times in strict accordance with the Contract. It is, therefore, expected that should the Contractor have any doubt as to the meaning of any portion of the tender Document he shall set forth the particulars thereof in writing to Employer before bid submission.

The Employer may provide such clarification as may be necessary in writing to Contract, such clarifications as provided by Employer shall form part of tender Documents. No verbal agreement or inference from conversation with any effect or employee of the Employer either before, during or after the execution of the Contract Agreement shall in any way affect or modify and of the terms or obligations herein contained. Any change in layout due to site conditions or technological requirement shall be binding on the Contractor and no extra claim on this account shall be entertained.

18 Time of Performance

18.1 Time for Mobilization

The work covered by this Contract shall be commenced immediately upon issuance of the NOA and be completed on or before the dates as mentioned in the Time Schedule of Completion of Work under Section - V, Special Conditions of Contract (SCC). The Contractor should bear in mind that time is the essence of this contract agreement. Request for revision of construction time after tenders are submitted will not receive any consideration. The mobilization period is included within the overall Completion Schedule, not over and above the completion time to any additional work or any other reasons.

18.2 Time Schedule of Construction

18.2.1 The general time schedule of construction is given in the Section - V, Special Conditions of Contract (SCC) of the Tender Documents. Contractor should prepare a detailed monthly or weekly construction program. The Work shall be executed strictly as per the Time Schedule given in the Tender Documents. The period of construction given includes the time required for mobilization

testing, rectifications, if any, retesting and completion in all respects in accordance with Contract Document.

18.2.2 The Contractor shall submit a detailed Bar chart in MS Projects consisting of adequate number of activities covering various key phases of the Work such as Design, Procurement, Manufacturing, Shipment and Field Erection activities. This network shall also indicate the intermediate milestones and interface facilities to be provided by the Employer, if any and the dates by which such facilities are needed.

19. Force Majeure

19.1 A 'Force Majeure' means any event or circumstance or combination of events those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:

- Act of God, including, but not limited to lightning, fire not caused by Contractors' negligence and explosion (to the extent originating from a source external to the site), earthquake (above 7.0 magnitude on Richter Scale), volcanic eruption, landslide, unprecedented flood, cyclone, typhoon or tornado;
- Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action, quarantine;
- Radioactive contamination or ionizing radiation originating from a source in India or resulting from another Force Majeure Event mentioned above.

19.2 Force Majeure Exclusions

Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

- Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Power Project;
- Delay in the performance of any Contractor, sub-Contractor or their agents;
- Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
- Strikes at the facilities of the Contractor / Affected Party;
- Insufficiency of finances or funds or the agreement becoming onerous to perform; and
- Non-performance caused by, or connected with, the Affected Party's:
 - o Negligent or intentional acts, errors or omissions;
 - o Failure to comply with an Indian Law; or
 - o Breach of, or default under this Contract Agreement.
- Normal rainy seasons, snow fall and monsoon
- Any Transport strikes not directly affecting the delivery of goods from manufacturer to site

19.3 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Contract, relative obligation of the party affected by such Force Majeure shall be treated as suspended during the period which the Force Majeure clause last.

- 19.4 Upon occurrence of such causes, the party alleging that it has been rendered unable as aforesaid, thereby, shall notify the other party in writing by registered notice within 48 (forty eight) hours of the alleged beginning thereof giving full particulars and satisfactory evidence in support of its claim. Further, within 7 (seven) days, the Contractor will furnish a detailed Contingency Plan to overcome the effects of the incident and bring the project on its schedule after cessation of the effect of Force Majeure.
- 19.5 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.
- 19.6 Time for Performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such Force Majeure clause lasts.
- 19.7 If works are suspended by Force Majeure conditions lasting for more than two months, the Employer/Owner shall have the option of cancelling this Contract in whole or part thereof, at its discretion.
- 19.8 The Contractor will not be entitled to claim any compensation for Force Majeure conditions and shall take appropriate steps to insure its men and materials utilized by it under the Contract.

20. Liquidated Damages (LD)

- 20.1 Subject to Force Majeure Clause, if the Contractor fails to comply with the Time for successful commissioning of Plant facilities in accordance with SCC Clause for the whole of the facilities then the Contractor shall pay to the Owner a sum equivalent to half percent (0.5%) per week of the Contract Price for the whole of the facilities as liquidated damages for such default and not as a penalty, without prejudice to the Owner's other remedies under the Contract subject to the maximum limit of five percent (05%) of Contract Price for the whole of the facilities. The Owner may, without prejudice to any other method of recovery, deduct the amount of such damages from any amount due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract. Once the maximum limit is reached, Owner may consider the termination of contract and/or shall have the discretion of getting executed the work from the Contractor with the maximum limit of Liquidated damages. Any such recovery on account of the Liquidated damages can be done from the running bills of the Contractor by Owner.
- 20.2 The Owner shall at its sole discretion upon reaching the maximum LD limit, as an alternative to the Liquidated Damages at its option, get work executed from elsewhere at the risk and cost of the Contractor irrespective of the fact whether the scope of Contract is identical to the original scope of Contract and in case the Owner chooses the alternative course as mentioned, it will be entitled to recover compensation/ damages from the Contractor irrespective of maximum limit prescribed under Clause 20.1.
- 20.3 The Owner may by giving (01) one-month notice to the Contractor cancel the Contract without prejudice to the Owner's right under Clauses 20.1 and 20.2 or any other provisions contained in the Contract to determine the Contract and claim damages from the Contractor.

21. Rights of the Owner to forfeit Contract Performance Security

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- 21.1 Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the Contract, the Contractor shall pay to the Owner/Employer on demand any balance remaining due to the Owner/Employer & Owner/Employer shall be entitled to recover such sum by appropriating in part or whole from the Contract Performance Security of the Contractor. In the event of the security being insufficient or if no security has been taken from the Contractor, then the balance or the total sum recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor.

22. Failure by the Contractor to comply with the provisions of the Contract

- 22.1 If the Contractor refuses or fails to execute the Work or any separate part thereof with such diligence as will ensure its completion within the time specified in the Contract/AMC Contract or extension thereof or fails to perform any of his obligation under the Contract/AMC Contract or in any manner commits a breach of any of the provisions of the Contract/AMC Contract it shall be open to the Employer/ Owner at its option by written notice to the Contractor:

a) To determine the event in which the Contract/AMC Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Owner on that behalf, whereupon the Contractor shall stop forthwith any of the Contractor's work then in progress, except such work as the Owner may, in writing, require to be done to safeguard any property or work, or installations from damage, and the Owner, for its part, may take over the work remaining unfinished by the Contractor and complete the same through a fresh Contractor or by other means, at the risk and cost of the Contractor, and any of his sureties if any, shall be liable to the Owner for any excess cost occasioned by such work having to be so taken over and completed by the Owner over and above the cost as specified in the schedule of rates.

b) The Contractor and any of his sureties are liable to the Owner for any excess cost over and above the cost at the rates specified in the Schedule of Rates, occasioned by such works having been taken over and completed by the Owner.

- 22.2 In such events of Clause 22.1(a) or (b) above.

a) The whole or part of the Contract Performance Security furnished by the Contractor is liable to be forfeited without prejudice to the right of the Owner to recover from the Contractor the excess cost referred to in the Clause aforesaid, the Owner shall also have the right of taking possession and utilizing in completing the works or any part thereof, such as materials, equipment and plants available at work site belonging to the Contractor as may be necessary and the Contractor shall not be entitled for any compensation for use or damage to such materials, equipment and plant.

b) The amount that may have become due to the Contractor on account of work already executed by him shall not be payable to him until after the expiry of 06 (Six) calendar months (Without Interest) reckoned from the date of termination of Contract or from the taking over of the Work or part thereof by the Owner as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the Contract, rest exclusively with the Contractor. This amount shall be subject to deduction of any amounts due from the Contract to the Owner under the terms of the Contract authorized or required to be reserved or retained by the Owner.

- 22.3 Before determining the Contract as per Clause 22.1(a) or (b) provided in the judgement of the Owner, the default or defaults committed by the Contractor is/ are curable and can be cured by the Contractor if an opportunity given to him, then the Owner may issue Notice in writing calling the Contractor to cure the default within such time specified in the Notice.

- 22.4 The Owner shall also have the right to proceed or take action as per 22.1(a) or (b) above, in the event that the Contractor becomes bankrupt, insolvent, compounds with his creditors, assigns the

Contract in favor of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the Owner to give any prior notice to the Contractor.

23. Contractor remains liable to pay compensation if

- 23.1 In any case in which any of the powers conferred upon the Owner by Clause 22.0 thereof shall have become action not taken under clause 22 exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the Contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the Contractor for past and future compensation shall remain unaffected.

24. Contract Performance Security

Against the EPC/ LSTK Contract and Annual Maintenance contract of the project, within 30 (Thirty) days from the issuance of the Notification of Award from Employer/Executive Agency, the successful bidder shall furnish an unconditional and irrevocable Contract Performance Security in accordance with Special Conditions of the Contract. The Contract Performance Security shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee and shall be in the currency of the Contract and will be issued in the name of the Employer as specified in the BDS/SCC. The Contract Performance Security shall be for an amount equal to specified in Special Conditions of Contract (SCC) towards faithful performance of the contractual obligations, performance of equipment and shall cover entire Contract. The validity of Contract Performance Security shall be in conjunction with the provisions mentioned under Section - V, Special Conditions of Contract (SCC).

Bank Guarantee towards Contract Performance Security shall be from any scheduled bank as specified in the List of Banks enclosed at Form F-22, Section - VI, Sample Forms and Formats of Tender documents or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder. However, in case of Bank Guarantees from Banks other than the Nationalized Indian banks, the Bank must be a commercial Bank having net worth in excess of INR 500 Crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This

Bank Guarantee shall be valid for a period in conjunction with the provisions mentioned under Section - V, Special Conditions of Contract (SCC).

The Contract Performance Security may also be submitted in the form of 'crossed payee accounts only' Demand Draft/ Banker's Cheque in favor of as mentioned in the BDS/SCC.

In case of default or failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the cancellation of the award and forfeiture of the EMD.

In case of default or failure of the Contractor to comply with the requirements of any of the Obligations covered under this Tender Document and/ or Contract Agreement shall constitute sufficient grounds for forfeiture of the Contract Performance Security.

The Contract Performance Security has to cover the entire contract value including extra works/ services also. As long as the Contract Performance Security submitted at the time of award takes care of the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional Contract Performance Security. As soon as the total executed value exceeds the ceiling of awarded contract price by more than 0.5%, the Contractor shall furnish additional Contract Performance Security on proportionate basis of the percentage as defined in the Special Conditions of Contract (SCC) for the additional amount in excess to the original contract value.

Further, any delay beyond 30 (Thirty) days shall attract interest @ 1.25% per month on the total Contract Performance Security amount, calculated on pro-rata basis accordingly. Owner at its sole discretion may cancel the NOA & forfeit 100% of EMD, in case Contract Performance Security is not submitted within 40 (Forty) days from issuance of NOA. However, total project completion period shall remain same. Part Security shall not be accepted. The Zero Date shall be counted from the date of NOA

If the Contractor/ Sub-Contractor or their employees or the Contractor's agents and representatives shall damage, break, deface or destroy any property belonging to the Employer or others during the execution of the Contract, the same shall be made good by the Contractor at his own expenses and in default thereof, the Engineer-in-Charge may cause the same to be made good by other agencies and recover expenses from the Contractor (for which the certificate of the Engineer-in-Charge shall be final).

All compensation or other sums of money payable by the Contractor to the Executing Agency/Employer/Owner under terms of this Contract may be deducted from or paid by the encashment of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the Contractor by the Executing Agency/Employer/Owner of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the Contractor shall within 10 (Ten) days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realized by encashment of his Contract Performance Security, or any part thereof. No interest shall be payable by the Executing Agency/Employer/Owner for sum deposited as Contract Performance Security.

25. Termination of contract

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25.1 Termination of Contract in Case of Liquidation/ Bankruptcy etc.

If the Contractor dissolves his company or becomes bankrupt or insolvent or cause or suffer any receiver to be appointed of his business or any assets thereof compounded with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors, Owner shall be at liberty :- To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Contractor or to give the Receiver or liquidator or other person, the option of carrying out the contract subject to his providing a guarantee up to an amount to be agreed upon by Owner for due and faithful performance of the contract.

25.2 Termination of Contract for Non-Performance and Subsequently Putting the Contractor on Banning List:

In case of termination of Contract herein set forth (under clause 22.0) except under conditions of Force Majeure and termination after expiry of contract, the Contractor shall be put under Banning List [i.e. neither any enquiry will be issued to the party by Employer/ Owner against any type of tender nor their offer will be considered by Employer/ Owner against any ongoing tender(s) where contract between Employer/ Owner and that particular Contractor (as a bidder) has not been finalized] for a period as decided by the Employer/ Owner to such Contractor.

25.3 Termination for Convenience

25.3.1 The Owner may, by written notice sent to the Contractor, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Owner's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

25.3.2 The Owner shall only pay for the following:

- Goods that are complete and ready for shipment (based on monthly progress report from the Contractor) within thirty (30) days after the date of notice of termination, shall be purchased by the Owner at the Contract terms and prices.
- Goods that are in-transit or delivered at site as on the date of delivery of termination notice to Contractor
- Services that have been rendered at site until the date of delivery of termination notice to Contractor
- It is clarified that payment under point no. a) and b) shall be made only after receipt of goods at site.

26. Members of the Employer/ Owner not individually Liable

26.1 No Director, or official or employee of the Employer/ Owner shall in any way be personally bound or liable for the acts or obligations under the Contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

27. Employer/Owner not bound by Personal Representations

27.1 The Contractor shall not be entitled to any increase on the price or any other right or claim whatsoever by reason of any representation, explanation statement or alleged representation, promise or guarantees given or alleged to have been given to him by any person.

28. Contractor's office at Site

- 28.1 The Contractor shall provide and maintain an office at Base Camp for the accommodation of his agent and staff (With meeting room) and such office shall be open at all reasonable hours to receive instructions, notice or other communications.

29. Contractor's Subordinate Staff and their Conduct

- 29.1 The Contractor, on or after award of the Work shall name and depute a qualified Engineer having sufficient experience in carrying out work of similar nature, to whom the equipment, materials, if any, shall be issued and instructions for works given. The Contractor shall also provide sufficient and qualified staff to superintend the execution of the Work, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types of works contained in the Contract in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the Engineer-in-Charge/Project Manager additional properly qualified supervisory staff is considered necessary, they shall be employed by the Contractor without additional charge on accounts thereof. The Contractor shall ensure that Sub-Contractors, if any, shall provide competent and efficient supervision, over the work entrusted to them.
- 29.2 If and whenever any of the Contractor's or Sub-Contractor's agents, sub-agents, assistants, foremen, or other employees be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the Contractor, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the Works. Any person so removed from the Work shall be immediately replaced at the expense of the Contractor by a qualified and competent substitute. Should the Contractor be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.
- 29.3 The Contractor shall be responsible for the proper behavior of all the staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the Contractor shall be responsible therefore and relieve the Owner of all consequent claims or actions for damages or injury or any other grounds whatsoever. The Contractor shall be liable for any liability to Owner on account of deployment of Contractor's staff etc. or incidental or arising out of the execution of Contract. The Contractor shall be liable for all acts or omissions on the part of his staff, Foremen and Workmen and others in his employment, including misfeasance or negligence of whatever kind in the course of their work or during their employment, which are connected directly or indirectly with the Contract.
- 29.4 If and when required by the Owner and Contractor's personnel entering upon the Owner's premises shall be properly identified by badges or gate passes which must be worn at all times on Owner's premises. Contractor may be required to obtain daily entry passes for his Staff/ Employees to work within operating areas. These being safety requirements, no relaxations on this account shall be given to Contractor.
- 29.5 Contractor shall at all times provide Employer/ SECI access to site and office during construction/ AMC periods and also provide them with any data/ information sought for.

30. Sub-letting of Works

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- 30.1 Sub-contracting other than for labour contract/engagement of labour, shall be permitted with the information to the Employer. However, sub-contracting for 100% of the contract on back to back basis shall not be permitted. Any part of the Contract nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the Contractor directly or indirectly to any person, firm or corporation whatsoever without the consent in writing, of the Employer except as provided for in the succeeding Clause.

i) Sub-Contracts for Temporary Works etc.

The Employer may give written consent to Sub-Contract for the execution of any part of the Work at the site, being entered in to by Contractor provided each individual Sub-contract is informed to the Engineer-in-Charge/Project Manager.

ii) List of Sub-Contractors to be supplied

The Contractor shall furnish to the Engineer-in-Charge/Project Manager list of all Sub-Contractors or other persons or firms engaged by the Contractor and working at the Site during the previous month with particulars of the general nature of the Subcontract or works done by them.

iii) Contractor's Liability not Limited by Sub-Contractors

Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the Engineer-in-Charge/Project Manager shall have received copies of any Subcontracts, the Contractor shall be and shall remain solely responsible for the quality, proper and expeditious execution of the Contract in all respects as if such sub-letting or Subcontracting had not taken place, and as if such work had been done directly by the Contractor. The Contractor shall bear all responsibility for any act or omission on the part of sub-Contractors in regard to work to be performed under the Contract.

iv) No Remedy for Action Taken under this Clause

No action taken by the Owner under the clause shall relieve the Contractor of any of his liabilities under the Contract or give rise to any right or compensation, extension of time or otherwise failing which the Owner shall have the right to remove such Sub-Contractor(s) from the site.

vi) Termination/ Cancellation of Contract

Owner is nowhere liable for the communication, acts and deeds and performance of the sub-Contractor as engaged by the principal Contractor. Principal Contractor solely is responsible and liable for the entire execution of project and performance of contract.

Subject to poor performance and prolonged delay of the project on account of inefficient sub-letting of the project work, Owner may take a final decision to terminate the contract of the principal Contractor which will be binding and non-revertible and henceforth no plea in this regard shall be entertained.

vii) Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed. All employees, representatives or SubContractors engaged by the Contractor in connection with the Performance of the Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of the Owner. Nothing contained in the Contract or in any subcontract awarded by the Contractor shall be construed to create any contractual relationship between any such employees, representatives or SubContractors and the Owner.

viii) Under no circumstances the sub-Contractor shall claim or shall put any binding to the Owner and at all times the sub-Contractor must be managed by the Contractor. The Owner shall not be responsible for any claims at any time by the Contractor in relation to the sub-Contractor.

ix) No relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

x) Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

xi) The Contractor shall be solely responsible for ensuring that his sub-Contractors fulfil and comply with the statutory requirements of Labour and other Laws.

31. Power of Entry

31.1 If the Contractor shall not commence the Work in the manner previously described in the Contract documents or if he shall at any time in the opinion of the Engineer-in-Charge/Project Manager:

- i) fail to carry out the Work in conformity with the Contract documents, or
- ii) fail to carry out the Work in accordance with the Time Schedule, or
- iii) substantially suspend the Work for a period of minimum 14 (Fourteen) days without authority from the Engineer-in-Charge/Project Manager, or
- iv) fail to supply sufficient or suitable construction plant, temporary works, labour, materials or things, or
- v) Commit, suffer, or permit any other breach of any of the provisions of the Contract on his part to be performed or observed or persist in any of the above-mentioned breaches of the Contract for 14 (Fourteen) days, after notice in writing shall have been given to the Contractor by the Engineer-in-Charge/Project Manager requiring such breach to be remedied, or
- vi) if the Contractor abandon the Work, or
- vii) If the Contractor during the continuance of the Contract shall become bankrupt, make any arrangement or composition with his creditors or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction

then in any such case, the Owner shall have the power to enter upon site and take possession thereof and of the materials, temporary Work, construction plant, and stock thereon, and to revoke the Contractor's license to use the same, and to complete the Work by his agents, other Contractors or workmen or to sublet the same upon any terms and to such other person, firm or corporation as the Owner in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorize the use of any materials, temporary work, Construction Plant, and stock as aforesaid, without making payment or allowance to the Contractor for the said materials other than such as may be certified in writing by the Engineer-in-Charge/Project Manager to be reasonable, and without making any payment or allowance to the Contractor for the use of the temporary said works, construction plant and stock or being liable for any loss or damage thereto, and if the Owner shall by reason of his taking possession of the Work or of the Work being completed by other Contractor (due account being taken of any such extra work or works which may or be omitted) then the amount of such excess shall be deducted from any money which may be due for work done by the Contractor under the Contract and not paid for.

Any deficiency shall forthwith be made good and paid to the Owner by the Contractor and the Owner shall have power to sell in such manner and for such price as he may think fit all or any of the

construction plant, materials etc. constructed by or belonging to Contractor and to recoup and retain the said deficiency or any part thereof out of proceeds of the sale.

32. Contractor's responsibility

32.1 Contractor's responsibility

32.1.1 It is Contractor's responsibility to coordinate with state/central agencies in order to get any permission whatsoever, required for successful development & operation of Plant till its desired life.

32.1.2 Void

32.1.3 Void

32.1.4 The Contractor shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located that are necessary for the Performance of the Contract, including, but not limited to, the right of way for the access to site, visas for the Contractor's and Sub Contractor's personnel and entry permits for all imported Contractor's Equipment. The Contractor shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Owner and that are necessary for the Performance of the Contract.

32.1.5 Contractor shall also seek for any exemption applicable for the project as per the orders released from GOI time to time in appropriate Formats including all the required attachments. In this regard, Contractor shall be responsible to take all necessary certificates as a proof of exemptions on behalf of Owner. However, all the documents required from Owner, as needed for the process, will be provided by Owner. The demand of such documents shall be made to the Owner in at least 10 days advance.

32.1.6 The Contractor shall comply with all laws in force at the place, where the Facilities are installed and where the Installation Services are carried out. The laws will include all national, provincial, municipal labour or other laws that affect the Performance of the Contract and binding upon the Contractor. The Contractor shall indemnify and hold harmless the Employer/Owner from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the SubContractors and their personnel.

32.1.7 Any plant, material, spares & spares inventory and services that will be incorporated in or be required for the facilities.

32.1.8 Unless otherwise specified in the Contract or agreed upon by the Owner and the Contractor, the Contractor shall provide/ deploy sufficient, properly qualified operating and maintenance personnel; shall supply and make available all raw materials, spares, tools and tackles and other materials and facilities; and shall perform all work and services of whatsoever nature, to properly carry out Pre-commissioning, Commissioning and Guarantee Tests, all in accordance with the provisions of "Scope of Works and Supply by the Owner/Employer" to the Contract Agreement at or before the time specified in the program furnished by the Contractor and in the manner thereupon specified or as otherwise agreed upon by the Owner/ Employer and the Contractor.

33. Other Agencies at Site

33.1 The Contractor shall have to execute the Work in such place and conditions where other agencies may also be engaged for other works such as site grading, filling, and levelling, electrical and

mechanical engineering works, etc. No claim shall be entertained due to Work being executed in the above circumstances. The Contractor shall allow such agencies to use the facilities like roads, etc constructed by the Contractor in order that they are able to carry out their respective scope of works unhindered

34. Notice

34.1 To the Contractor

Any notice hereunder may be served on the Contractor or his duly authorized representative at the job site or may be served.

Any communication sent shall be confirmed within two (2) days after receipt. Any communication sent by facsimile or e-mail shall be deemed to have been delivered on date of its dispatch and personal delivery deemed to have been delivered on date of delivery. Either party may change its postal, facsimile or e-mail address or addresses for receipt of such notices by ten (10) days' notice to the other party in writing.

34.2 To the Employer/Owner

Any notice to be given to the Employer/Owner under the terms of the Contractor shall be served by sending the same by mail to or delivering the same at the offices of Employer/ Owner at the mentioned address in the Tender document.

35. Right of Various Interests

i) The Owner reserves the right to distribute the work between more than one agency(ies). The Contractor shall cooperate and afford other agency(ies) reasonable opportunity for access to the Work for the carriage and storage of materials and execution of their works.

ii) Wherever the work being done by any department of the Employer/ Owner or by other agency(ies) employed by the Employer/ Owner is contingent upon Work covered by this Contract, the respective rights of the various interests involved shall be determined jointly to secure the completion of the various portions of the work in general harmony.

36. Patents and Royalties

36.1 The copyright in all drawings, documents and other materials containing data and information furnished to the Owner/ Employer by the Contractor herein shall remain vested in the Contractor or, if they are furnished to the Owner/ Employer directly or through the Contractor by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party. The Owner/ Employer shall however be free to reproduce all drawings, documents, specification and other material furnished to the Owner/ Employer for the purpose of the contract including, if required, for operation and maintenance of the facilities.

The Contractor shall indemnify the Owner/ Employer against third party claims of infringement of patent, trademark or industrial design rights arising from use of goods or any part thereof in India.

The Contractor, if licensed under any patent covering equipment, machinery, materials or compositions of matter to be used or supplied or methods and process to be practiced or employed in the performance of this Contract, agrees to pay all royalties and license fees which may be due with respect thereto. If any equipment, machinery, materials, composition of matters, be used or supplied or methods and processes to be practiced or employed in the performance of this Contract, is covered by a patent under which the Contractor is not licensed then the Contractor before

supplying or using the equipment, machinery materials, composition method or processes shall obtain such licenses and pay such royalties and license fees as may be necessary for performance of this Contract. In the event the Contractor fails to pay any such royalty or obtain any such license, any suit for infringement of such patents which is brought against the Contractor or the Employer/ Owner as a result such failure will be defended by the Contractor at his own expense and the Contractor will pay any damages and costs awarded in such suit. The Contractor shall promptly notify the Employer/ Owner if the Contractor has acquired the knowledge of any plant under which a suit for infringement could be reasonably brought because of the use by the Owner of any equipment, machinery, materials, process, and methods to be supplied hereunder. The Contractor agrees to and does hereby grant to Employer/ Owner, together with the right to extend the same to any of the subsidiaries of the Employer/ Owner as irrevocable, royalty free license to use in any country, any invention made by the Contractor or his employee in or as result of the performance of the Work under the Contract.

- 36.2 All charges on account of royalty, tollage, rent or any other levy on materials obtained for the work or temporary work or part thereof (excluding materials provided by the Employer/ Owner, if any) shall be borne by the Contractor.
- 36.3 The Contractor shall not sell or otherwise dispose of or remove except for the purpose of this Contract, the sand, stone, clay, ballast, earth, rock or other substances, or materials obtained from any excavation made for the purpose of the Work or any building or produce upon the site at the time of delivery of the possession thereof, but all such substances, materials, buildings and produce shall be the property of the Owner provided that the Contractor use the same for the purpose of the work.
- 36.4 The copyright in all drawings, documents and other materials containing data and information furnished to the Employer/Owner by the Contractor herein shall remain vested in the Contractor or, if they are furnished to the Employer/Owner directly or through the Contractor by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party. The Employer/Owner shall however be free to reproduce all drawings, documents, specification and other material furnished to the Employer/Owner for the purpose of the contract including, if required, for operation and maintenance of the facilities.
- 36.5 The Employer/Owner and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its SubContractor(s) such documents, data and other information it receives from the Employer/Owner to the extent required for the SubContractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such SubContractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this clause.
- 36.6 The Employer/Owner shall not use such documents, data and other information received from the Contractor for any purpose other than the operation and maintenance of the Facilities. Similarly, the Contractor shall not use such documents, data and other information received from the Employer/Owner for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the Performance of the Contract.
- The obligation of a party under GCC Sub-Clauses 36.5 and 36.6 above, however, shall not apply to that information which
 - Now or hereafter becomes available in the public domain through no fault of that party
 - Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto.

- Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- The above provisions of this Clause shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.
- The provisions of this clause shall survive termination, for whatever reason, of the Contract.

37. Liens

- 37.1 If, at any time there should be evidence or any lien or claim for which the Owner might have become liable and which is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the Owner against such lien or claim and if such lien or claim be valid, the Owner may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the Contractor. If any lien or claim remain unsettled after all payments are made, the Contractor shall refund or pay to the Owner all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. Owner reserves the right to do the same.
- 37.2 The Owner shall have lien on all materials, equipment including those brought by the Contractor for the purpose of erection, testing and commissioning of the Work.
- 37.3 The final payment shall not become due until the Contractor delivers the complete release or waiver of all liens arising or which may arise out of his agreement or receipt in full or certification by the Contractor that all invoices for labour, materials, services have been paid in lien thereof and if required in any case an affidavit that so far as the Contractor has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled.
- 37.4 Contractor will indemnify and hold the Employer/ Owner harmless, for a period of 02 (Two) years after the issue of Final Acceptance from all liens and other encumbrances against the Employer/ Owner on account of debts or claims alleged to be due from the Contractor or his Sub-Contractor to any person including Sub-Contractor and on behalf of Employer/ Owner will defend at his own expense, any claim or litigation brought against the Employer/ Owner or the Contractor in connection therewith. Contractor shall defend or contest at his own expense any fresh claim or litigation by any person including his Sub-Contractor, till its satisfactory settlement even after the expiry of 02 (Two) years from the date of issue of Final Acceptance.

38. Delays by Employer/ Owner or his Authorized representatives

- 38.1 In case the Contractor's performance is delayed due to any act or omission on the part of the Employer/ Owner or his authorized representatives, then the Contractor may be given due extension of time for the completion of the Work after proper due diligence by Employer/ Owner, to the extent such omission on the part of the Employer/ Owner has caused delay in the Contractor's performance of his Work.
- 38.2 No adjustment in Contract Price shall be allowed for reasons of such delays and extensions granted except as provided in Tender Document, where the Employer/ Owner reserves the right to seek indulgence of Contractor to maintain the agreed Time Schedule of Completion. In such an event the Contractor shall be obliged for working by Contractor's personnel for additional time beyond stipulated working hours as also Sundays and Holidays and achieve the completion date/interim targets.

39. Payment if the Contract is Terminated

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39.1 If the Contract shall be terminated as per the provisions of the Tender/ Contract, the Contractor shall be paid by the Owner in so far as such amounts or items shall not have already been covered by payments of amounts made to the Contractor for the Work executed prior to the date of termination at the cost provided for in the Contract and in addition to the following:

- a) The amount payable in respect of any preliminary items, so far as the Work or service comprised therein has been carried out or performed and an appropriate portion as certified by Engineer-in-Charge of any such items or service comprised in which has been partially carried out or performed.
- b) Any other expenses which the Contractor has expended for performing the Work under the Contract subject to being duly recommended by Engineer-in-Charge/Project Manager and approved by Employer/ Owner for payment, based on documentary evidence of his having incurred such expenses.

39.2 The Contractor will be further required to transfer the title, Guarantee/Warranty of the Material/Products/Spares of the works & Projects including but not limited to PV Modules, Power Conditioning Units (PCU)/ Inverters, Transformers, Batteries (If applicable) etc and provide the following in the manner and as directed by the Employer/ Owner.

- a) Any and all completed works.
- b) Such partially completed Work including drawings, information and Contract rights as the Contractor has specially performed, produced or acquired for the performance of the Contractor.

40. No Waiver of Rights

40.1 Neither the inspection by the Employer/ Owner or any of their officials, Employees or representatives nor any order by the Employer/ Owner for payment of money or any payment for or acceptance of the whole or any part of the Work by the Employer/ Owner nor any extension of time, nor any possession taken by Owner shall operate as a waiver of any provision of the Contract, or of any power herein reserved to the Employer/ 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.

41. Certificate not to Affect Right of Employer and Liability of Contractor

41.1 No interim payment certificate(s) issued by the Employer/ Owner, nor any sum paid on account by the Employer/ Owner, nor any extension of time for execution of the work granted by Employer/ Owner shall affect or prejudice the rights of the Employer/ 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 Work done or of the equipment supplied and no certificate shall create liability for the Employer/ Owner to pay for alterations, amendments, variations or additional works not ordered, in writing, by Employer/ Owner 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 Employer/ Owner.

42. Language and Measures

42.1 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 only. The SI System of measurement shall be used in the Contract unless otherwise specified. Any literature/standard required for the execution of the project work will be provided by the Contractor in the English language only.

43. Guarantee Tests & Final Acceptance

43.1 Functional Guarantees

43.1.1 The Contractor guarantees that for Final Acceptance, the Contractor shall demonstrate One month of trouble free operation of the Plant facilities as mentioned Scope of Work. Respective compensation in case of the Non-achievement of the same is mentioned in the SCC of the tender document.

43.1.2 If, for reasons attributable to the Contractor, the guaranteed level of the Functional Guarantees specified under Technical Specifications are not met either in whole or in part, the Contractor shall, within a mutually agreed time, at its cost and expense make such changes, modifications and/ or additions to the Plant or any part thereof as may be necessary to meet such Guarantees. The Contractor shall notify the Employer/Owner upon completion of the necessary changes, modifications and/or additions, and shall seek the Employer's/Owner's consent to repeat the Guarantee Test. If the level of the specified Functional Guarantee parameters, as demonstrated even during repeat of the Guarantee Test(s), are outside the acceptable shortfall limit, the Employer//Owner may at its option, either

- Reject the Equipment and advise immediate replacement to suit the provisions of Technical Specification without any additional cost or;
- Reject the Equipment and recover the payments already made, or;
- Terminate the Contract and recover the payments already made, or;
- Accept the equipment after levy of liquidated damages in accordance with the provisions specified.

43.2 **Void**

43.3 **Void**

43.4 **Final Acceptance**

43.4.1 Final Acceptance means acceptance of the complete Facilities by the Employer upon the demonstration One month of trouble free operation of the Plant facilities from the date of Final Acceptance as specified in the technical specifications and completion of all facilities as per Scope of Works.

Final Acceptance shall occur in respect of the Facilities when:

- a. Handing over – Taking over of Plant should have been completed; and
- b. Successful demonstration of the performance guarantees
- c. Contractor has provided the list of recommended spares with detailed specification, source and price for further procurement; and
- d. The Contractor has paid the liquidated damages, if any, as specified in SCC thereto;
- e. Account reconciliation and NCR/ Punch list closure.
- f. All "As- Built" Drawings and documents are submitted.
- g. Detailed Engineering Document with detailed specification, schematic drawing, circuit drawing, cable routing plans and test results, manuals for all deliverable items, Operation, Maintenance & Safety Instruction Manual and other information about the project are submitted
- h. Bill of material of the installed Facility is submitted.
- i. Inventory of recommended and mandatory spares including special tools and tackles at project Site are provided
- j. All the required approvals and NOC's as required, are submitted
- k. List of deviation from the approved drawings with reason for deviation is submitted
- l. List of punch points, duly signed, is provided.
- m. Settlement of liquidity damages against delay and performance (Liquidity Damages)
- n. Certificates of tests performed for various Works.
- o. Material appropriation, Statement for the materials issued by the Owner, if applicable for the Work and list of surplus materials returned to the Owner's store duly supported by necessary documents.

- p. Warranty certificates for each equipment are handed over to Owner' and 'Statutory approvals/ permits/ NOC are handed over to Owner'

43.4.2 At any time after the events set out in GCC Sub – Clause 43.4.1 have occurred, the Contractor may give a notice to the Project Manager/EIC requesting the issue of Final Acceptance in the form acceptable to the Employer in respect of the Facilities or the part thereof specified in such notice as at the date of such notice.

43.4.3 The Employer shall, after consultation with the Project Manager/EIC, and within thirty (30) days after receipt of the Contractor's notice, issue Final Acceptance.

43.4.4 If within thirty (30) days after receipt of the Contractor's notice, the Owner fails to issue the Final Acceptance or fails to inform the Contractor in writing of the justifiable reasons why the Owner has not issued the Final Acceptance, the Facilities shall be deemed to have been accepted as at the date of the Contractor's said notice.

43.4.5 The AMC contract period may further be extended for a period as per mutually agreed terms and conditions.

43.4.6 In case the Owner wishes to extend the AMC period beyond the agreed period under this contract, he shall intimate Contractor at least 6 months prior to the completion period. The Contractor may accept the offer as per the terms and conditions to be mutually agreed with the Owner.

43.4.7 The start date of the Comprehensive Operation and Maintenance shall be reckoned from the date mentioned in the Final Acceptance Certificate.

44. Release of Confidential Information

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

44.2 The Owner/ Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Sub Contractor(s) such documents, data and other information it receives from the Employer/Owner to the extent required for the Sub Contractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Sub Contractor(s) an undertaking of confidentiality similar to that imposed on the Contractor.

44.3 The Owner/ Employer shall not use such documents, data and other information received from the Contractor for any purpose other than the operation and maintenance of the Facilities. Similarly, the Contractor shall not use such documents, data and other information received from the Owner/ Employer for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the Performance of the Contract.

44.4 The obligation of a party above, however, shall not apply to that information which

- Now or hereafter enters the public domain through no fault of that party
- Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto.
- Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

44.5 The above provisions of this GCC shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.

44.6 The provisions of this GCC Clause 44 shall survive termination, for whatever reason, of the Contract.

45. Annual Maintenance Contract

45.1 The Annual Maintenance Contract shall be comprehensive. The maintenance service provided shall ensure project functioning of the Solar PV system as a whole and Power Evacuation System to the extent covered in the Contract. All preventive / routine maintenance and breakdown / corrective maintenance required for ensuring maximum uptime shall have to be provided. Accordingly, the Comprehensive Annual Maintenance Contract shall have two distinct components as described below:

45.2 Void

45.3 Breakdown / Corrective maintenance:

Whenever a fault occurs, the Contractor has to report at Siachen Base Camp within Seven (07) Days from the time of occurrence of fault & the fault must be rectified within the time of 48 Hours as and when Indian Army provides him access to the site for rectification, failing which the Contractor will be liable for additional liquidated damages as per reference to the generation parameters accumulated in similar/ associated equipment of the Plant (for example if a block consists of 4 inverters and one inverter is down for more than 48 hours, then the generation for faulty inverter shall be calculated as the average of accumulated generation for the other 3 inverters over the 48 hours duration of fault as the deemed generation) and the LD shall be levied on the deemed generation as per the tariff of (to be decided with Indian Army) The Contractor must maintain all the records pertaining to all such faults and necessary measures taken.

The date of Comprehensive Annual Maintenance Contract period shall begin from the date of Final acceptance. However, operation of the Power Plant means, the Contractor shall demonstrate One month of trouble free operation of the Plant facilities as mentioned in Scope of Work and workmanship in order to keep the project trouble free covering the AMC period.

45.4 Serviceability Level Agreement (SLA)

45.4.1 Contractor shall make efforts to maintain 100 % serviceability of complete Plant including all other associated infrastructure developed by the Contractor during execution of project as its scope of work & the respective report of the same shall be submitted to the Owner.

45.4.2 Contractor shall maintain a Complaint log book, which shall include the timing of logging of complaint including unique Complaint number, time of closure of complaint & it's Root Cause Analysis.

45.4.3 Contractor will be responsible for maintaining the Insurance Policy for the complete Plant and Facilities during the AMC period also. He shall maintain seamless insurance cover during Construction and AMC phases. Copy of policies shall be given to the Owner.

45.4.4 Such rectification work carried out by Owner doesn't exempts/relieves Contractor from its responsibility towards subsequent operation, maintenance, repair & replacement of such component/ infrastructure of the Plant or meeting the performance parameters of the Plant.

- 45.4.5 AMC Routine & Manpower: Contractor shall provide Preventive / Routine Maintenance schedule based on Original Equipment manufacturer and good engineering practices. The team deployed for the AMC must have the sufficient experience of executing the similar tasks.

However, Contractor shall engage additional manpower as and when need arise.

- 45.5 Bidder is requested to provide the list of all the spares required to maintain the facility for AMC period. Contractor agrees to supply such spare parts, as recommended or otherwise required for the effective and hassle-free operation and maintenance of the Facilities. However, the Contractor, with its previous experience, is to provide a list of spares including specifications, supplier details and indicative price, as recommended by him and OEM. The Contractor shall keep and maintain the inventory of such spares for the hassle-free operation during the complete AMC period without additional cost to Owner. Also, at the end of penultimate year of the AMC contract, Contractor shall supply a list of all recommended spares as per the operational requirement of the plant and with reference to the mean time between failures (MTBF), along with detailed specifications, supplier details and tentative cost for future purchase. The price of such spare parts shall include the breakup of taxes and duties as applicable towards purchase and supply of spare parts. Owner, at its discretion, will purchase the spare as required for future operation. However, the Contractor shall replenish the mandatory spares at his cost prior to the completion of the AMC period.

46. Completion of Contract

- 46.1 Unless otherwise terminated under the provisions of any other relevant clause, this Contract shall be deemed to have been completed at the expiration of the Period of Liability/ Validity of the Contract as provided under Section - V, Special Conditions of Contract (SCC).

47. Pre - Commissioning & Commissioning

- 47.1 As soon as installation of the Facilities has, in the opinion of the Contractor, been completed as specified in the Technical Specifications, excluding items not materially affecting the operation or safety of the Facilities, the Contractor shall so notify the Project Manager/ EIC in writing to witness the pre- commissioning of the facility.
- 47.2 If the Project Manager/EIC is satisfied that the Facilities have reached Completion, the Project Manager/EIC shall, within seven (7) days after receipt of the Contractor's notice, arrange to witness the pre – commissioning of the Facilities.
- 47.3 If the Project Manager/EIC notifies the Contractor of any defects and/or deficiencies, the Contractor shall then correct such defects and/or deficiencies and shall repeat the procedure described in GCC Sub- Clause 47.1.
- 47.4 If the Project Manager/EIC is still not so satisfied, then it shall notify the Contractor in writing of any defects and/or deficiencies within seven (7) days after receipt of the Contractor's repeat notice, and the above procedure shall be repeated.
- 47.5 As soon as all works in respect of Pre-commissioning are completed and, in the opinion of the Contractor, the Facilities are ready for Commissioning, the Contractor shall so notify the Project Manager in writing. The Contractor shall commence Commissioning of the facilities as per the GCC Sub – Clause 47.6.
- 47.6 Commissioning of the Facilities shall be completed by the Contractor as per procedures detailed in the Technical Specifications and in the presence of the Project Manager/ EIC and Owner.

- 47.7 If the Project Manager/EIC fails to inform the Contractor of any defects and/or deficiencies within fourteen (14) days after receipt of the Contractor's notice under GCC Sub-Clause 47.1 or within seven (7) days after receipt of the Contractor's repeated notice under GCC Sub-Clause 47.3, then the Facilities shall be deemed to have taken up the date of the Contractor's notice or repeated notice, accepted for commissioning, as the case may be.
- 47.8 As soon as possible after Commissioning, the Contractor shall complete all outstanding minor items so that the Facilities are fully in accordance with the requirements of the Contract, failing which the Employer will undertake such completion and deduct the costs thereof from any monies owing to the Contractor.
- 47.9 Void
- 47.10 Upon successful Final Acceptance of the Facilities as per GCC sub clause 43.3, the Contractor shall be responsible for the care and custody of the Facilities, together with the risk of loss or damage thereto, and shall thereafter take over the Facilities or the relevant part thereof for the agreed duration of comprehensive operation and maintenance as stipulated and mutually agreed terms and conditions.

[E] PERFORMANCE OF WORK

48. Execution of Work

- 48.1 All the Works shall be executed in strict conformity with the provisions of the Contract Documents and with such explanatory detailed drawings, specification and instructions as may be furnished from time to time by the Contractor whether mentioned in the Contract or not. The Contractor shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the Specifications. The Contractor shall provide all necessary materials, equipment, labour etc. for execution and maintenance of Work till completion unless otherwise mentioned in the Contract.
- 48.2 All materials shall be brand new & of the best quality and workmanship capable of satisfactory operation under the operating and climatic conditions as has been specified. Unless otherwise specified, they shall conform in all respect to the latest edition of the relevant IS codes specification wherever Indian specifications apply or IEC codes or equivalent internationally accepted standard.
- 48.3 The Contractor shall supply & deliver all equipment and materials for installation at site. The Contractor shall arrange for transportation, loading & unloading, local lifting, EAR insurance and safe storage of materials at project site at his own cost & risk.
- 48.4 If the Contractor offers equipment manufactured in accordance with other international well recognized standards (mentioned above), he shall, in that case, supply a copy in English of the Standard Specification adopted and shall clearly mention in what respect such standard specification differs from Indian Standard Specifications. The Plant, equipment, and materials offered by the Contractor should comply with one consistent set of Standards only to make the system compatible and work in harmony as far as possible, except if mentioned otherwise.

49. Void

50. Work in Monsoon and Dewatering

- 50.1 Unless otherwise specified elsewhere in the tender, the execution of the Work may entail working in the monsoon. The Contractor must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.
- 50.2 During monsoon and other period, it shall be the responsibility of the Contractor to keep the construction work site free from water logging at his own cost.
- 50.3 In Leh Region of J&K state, the execution work shall be carried out from the month of April to October of a year.

51. Change in Laws and Regulations

- 51.1 If, after the date seven (7) days prior to the date of Bid submission, in the country where the Site is located, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the Performance of any of its obligations under the Contract. Contractor shall promptly and within 15 days of such enactment coming into force, forward relevant supporting documents to Owner

However, these adjustments would be restricted to direct transactions between the Owner and the Contractor. This adjustment shall not be applicable on procurement of raw materials, intermediary components etc. by the Contractor and shall also not be applicable on bought out items dispatched directly from sub- vendor works to site.

Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

52. General Conditions for Construction and Erection Work

- 52.1 Overtime work is permitted if need arises and the Owner will not compensate the same. No extra claims will be entertained by the Owner on this account.
- 52.2 The Contractor must arrange for the placement of workers in such a way that the delayed completion of the Work or any part thereof for any reason whatsoever will not affect their proper employment. The Owner will not entertain any claim for idle time payment whatsoever.
- 52.3 The Contractor shall submit to the Owner/ Employer progress reports at regular intervals regarding the state and progress of Work. The details and format of the report will be mutually agreed after the award of Contract. The Contractor shall provide display boards showing progress and labour strengths at worksite. Updated project schedule in MS Projects shall also be furnished by Contractor as per agreed interval

53. Design and Engineering

- 53.1 The Work covered under this Contract having to be executed by the Contractor on a lump-sum firm price quoted by him, the Owner will not accept any proposals for changes in Value of Contract or extension in time on account of any such changes which may arise to the Contractor's scope of Work as a result of detailed Engineering and thereafter during the execution of Work.

53.2 Specifications and Drawings

53.2.1 The Contractor shall execute the basic and detailed design and engineering work in compliance with the provisions of the Contract, or where not so specified, in accordance with good and sound engineering practice.

53.2.1 The Contractor shall be responsible for any discrepancies, errors or omissions in the specifications, drawings and other technical documents that it has prepared, whether such specifications, drawings and other documents have been approved by the Project Manager/ EIC or not, provided that such discrepancies, errors or omissions are not because of inaccurate information furnished in writing to the Contractor by or on behalf of the Owner/ Employer.

53.3 Codes and Standards

53.3.1 Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date of bid submission shall apply unless otherwise specified.

53.3.2 Approval / Review of Technical Documents by Project Manager

The Contractor shall prepare list of documents and drawings i.e. Master drawing list (MDL) as per technical specifications and furnish to the Project Manager/EIC for review & Approval of the same within 14 days from the Zero date.

53.3.3 Within ten (10) working days after receipt by the Project Manager of any document requiring the Project Manager's approval, the Project Manager shall either return one copy thereof to the Contractor with its approval endorsed thereon or shall notify the Contractor in writing of its disapproval thereof and the reasons therefor and the modifications that the Project Manager proposes.

53.3.4 The Project Manager shall not disapprove any document, except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good engineering practice.

53.3.5 If the Project Manager disapproves the document, the Contractor shall modify the document and resubmit it for the Project Manager's approval. If the Project Manager approves the document subject to modification(s), the Contractor shall make the required modification(s), and upon resubmission with the required modifications the document shall be approved.

53.3.6 The procedure for submission of the documents by the Contractor and their approval by the Project Manager shall be as per the Contract Co-ordination procedure.

53.3.7 If any dispute or difference occurs between the Employer and the Contractor in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) thereto that cannot be settled between the parties within a reasonable period, then such dispute or difference may be settled in accordance with GCC Clause (Settlement of Dispute) hereof. If such dispute or difference is referred as per GCC clause, the Project Manager shall give instructions as to whether and if so, how, Performance of the Contract is to proceed. The Contractor shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Arbitration upholds the Contractor's view on the dispute, then the Contractor shall be reimbursed by the Owner for any additional costs incurred by reason of such instructions and shall be relieved of

such responsibility or liability in connection with the dispute and the execution of the instructions as the Arbitration shall decide, and the Time for Completion shall be extended accordingly.

53.3.8 The Project Manager's approval, with or without modification of the document furnished by the Contractor, shall not relieve the Contractor of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager.

53.3.9 The Contractor shall not depart from any approved document unless the Contractor has first submitted to the Project Manager an amended document and obtained the Project Manager's approval thereof, pursuant to the provisions of this GCC Clause.

53.3.10 If the Project Manager requests any change in any already approved document and/or in any document based thereon, generally shall be taken care by the Contractor if the change is not causing any major financial impact.

54. Drawings to be Supplied by the Owner/Employer

54.1 The drawings attached with tender, if any, are only for the general guidance to the Contractor to enable him to visualize the type of work contemplated and scope of work involved. The Contractor will be deemed to have studied the Drawings and formed an idea about the Work involved.

54.2 The Contractor shall be deemed to have gone through the Drawings supplied to him thoroughly and carefully and in conjunction with all other connected drawings and bring to the notice of the Engineer-in-Charge/ Project Manager discrepancies, if any, therein before actually carrying out the Work.

54.3 Copies of all detailed working drawings relating to the Work shall be kept at the Contractor's office on the site and shall be made available to the Engineer-in-Charge/Project Manager at any time during the Contract. The drawings and other documents issued by the Employer/ Owner shall be returned to the Employer/ Owner on completion of the Work.

55. Drawings to be Supplied by the Contractor

55.1 The drawings/ data which are to be furnished by the Contractor shall be furnished within the specified time.

55.2 Where approval/ review of drawings before manufacture/ construction/ fabrication has been specified, it shall be Contractor's responsibility to have these drawings prepared as per the TS and get it approved before proceeding with manufacture/ construction/ fabrication as the case may be. Any change that may have become necessary in these drawings during the execution of the work shall have to be carried out by the Contractor at no extra cost. All as built drawings shall bear the certification stamp duly signed by both the Contractor and Engineer-in-Charge/Project Manager.

55.3 The Drawings submitted by the Contractor shall be reviewed by the Engineer-in-Charge/Project Manager as far as practicable within 10 (Ten) working days. The Contractor shall incorporate any modifications and/ or corrections as highlighted/notified and submit the drawings for approval. Any delays arising out of failure by the Contractor to rectify the drawing in good time shall not alter the Contract Completion Time.

55.4 All GA & GFC drawings shall be provided in soft as well as Hard form in appropriate format/size to Employer for review & approval.

All as built drawings showing all corrections, adjustments & deviations, if any, etc shall be furnished by the Contractor in 04 (Four) Hard Copies & a soft copy for record purpose to the Employer/ Owner immediately after the Final acceptance.

56. Setting out Works

- 56.1 The Contractor shall provide, fix and be responsible for the maintenance of all stakes, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The Contractor shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and center line marks, either existing or supplied and fixed by the Contractor. Contractor shall carry out Geotech investigation at site at his own cost and design the foundations accordingly. A copy of the investigation report shall also be forwarded to Employer and Owner
- 56.2 Before beginning the Works, the Contractor shall at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the works in accordance with the schemes for bearing marks as required. The center, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct mark at the center to enable theodolite to be set over it.
- 56.3 Pillars bearing geodetic marks located at the sites of units of Works under construction should be protected and fenced by the Contractor.
- 56.4 On completion of Work, the Contractor must submit the geodetic documents according to which the Work was carried out.

57. Geological Discoveries

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site where the services are performed, be deem to be the absolute property of the Owner. The Contractor shall take reasonable precautions to prevent the personnel or any other persons from removing or damaging any such article or thing and shall immediately upon the discovery thereof and, before removal, acquaint the Owner of such discovery any carry out, at the expense of the Owner, the Owner's orders as to the disposal of the same.

58. Materials to be Supplied by Contractor

58.1 Plant and Equipment

The Contractor shall procure and transport all the Plant and Equipment in an expeditious and orderly manner to the Site to achieve completion of activities as per schedule to enable commissioning of the Project by the scheduled commissioning date. Contractor shall deliver supplies at site in accordance to its erection sequence. Owner may hold payment against supplies in case same is delivered more than 03 (Three) months before its erection requirement (except for imported items)

58.2 Transportation

The Contractor shall ensure that all the plant and equipment required to complete the Facility at site, are procured and dispatched. The Contractor shall at his own risk and expense transport all the Plant and Equipment and the Contractor's Equipment to the Base Camp by the mode of transport that the Contractor judges most suitable under all the circumstances. Contractor shall be responsible

to assess in advance suitability of access roads, bridges, culverts, etc for transportation of ODC shipments upto the base camp, and arrange to transport them accordingly. However, Logistic support for transportation of panels/component of the complete solar power plant from the Base camp to forward Post will be provided by the Indian Army.

58.3 Packing and Marking

The Contractor shall be responsible for securely protecting and packing the plant & equipment as per prescribed standards in force to withstand the journey and ensuring safety of materials and also arrival of materials at destination in original condition and good for contemplated use. Packing case size & weight shall take into consideration the remoteness of the goods final destination and absence of heavy material handling facilities at all points in transit.

Packing lists of materials shall be provided in each package to facilitate checking up of the contents at the destination.

In order to import any items, associated with the Solar PV Power Project, from abroad or from any other state in India, Contractor shall have to arrange any clearance, permission, if required at his own risk, from any Government (Government of State & Government of India) or any Government (Government of State & Government of India) controlled organization for transportation of materials from manufacturing shop to delivery at Site. Contractor shall take necessary insurances to ensure safe transit & consequential risks. All packing material is the property of the Owner and shall be immediately taken into the safe storage.

58.4 Void

59. Void

60. Void

61. Void

62. Materials obtained from Dismantling

62.1 If the Contractor in the course of execution of the Work is called upon to dismantle any part for reasons other than those stipulated in Clauses 67 and 70 hereunder, the materials obtained in the Work of dismantling etc., will be considered as the Owner's property and will be disposed off to the best advantage of the Owner.

63. Articles of Value Found

63.1 All gold, silver and other minerals of any description and all precious stones, coins, treasure relics, antiquities and other similar things which shall be found in, under or upon the Site, shall be the property of the Owner and the Contractor shall duly preserve the same and shall from time to time deliver the same to such person or persons indicated by the Owner.

64. Discrepancies between Instructions

64.1 Should any discrepancy occur between the various instructions furnished to the Contractor, his representative or staff or any doubt arises as to the meaning of any such instructions or should there be any misunderstanding between the Contractor's staff and the Engineer-in-Charge/Project Manager's staff, the Contractor shall refer the matter immediately in writing to the Engineer-in-Charge/Project Manager whose decision thereon shall be final and conclusive and no claim for

losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible.

65. Action where no Specification is Issued

- 65.1 In case of any class of Work for which there is no Specification supplied by the Employer/ Owner as mentioned in the Tender Documents such Work shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same, the Work should be carried out as per standard Engineering Practice subject to the approval of the Engineer-in-Charge/Project Manager.

66. Inspection of Works

- 66.1 The Engineer-in-Charge/Project Manager will have full power and authority to inspect the Work at any time wherever in progress either on the Site or at the Contractor's premises/ workshops wherever situated, premises/ workshops of any person, firm or corporation where Work in connection with the Contract may be in hand or where materials are being or are to be supplied, and the Contractor shall afford or procure for the Engineer-in-Charge/Project Manager every facility and assistance to carry out such inspection. The Contractor shall, at all time during the usual working hours and at all other time at which reasonable notice of the intention of the Engineer-in-Charge/Project Manager or his representative to visit the Work shall have been given to the Contractor, either himself be present or receive orders and instructions, or have a responsible representative duly accredited in writing, present for the purpose. Orders given to the Contractor's representative shall be considered to have the same force as if they had been given to the Contractor himself. The Contractor shall give not less than 07 (Seven) day notice in writing to the Engineer-in-Charge/Project Manager before covering up or otherwise placing beyond reach of inspection and measurement of any work in order that the same may be inspected and measured.

In the event of breach of above the same shall be uncovered at Contractor's expense for carrying out such measurement or inspection.

- 66.2 The Contractor is to provide at all time during the progress of the Work and the maintenance period, proper means of access with ladders, gangways etc. to move and adopt as directed for inspection or measurements of the Work by the Engineer-in-Charge/Project Manager.
- 66.3 The Contractor shall make available to the Engineer-in-Charge/Project Manager free of cost all necessary instruments and assistance in checking or setting out of Work and in the checking of any Work made by the Contractor for the purpose of setting out and taking measurements of Work.

67. Tests for Quality of Work

- 67.1 All workmanship shall be of the respective kinds described in the Contract Documents and in accordance with the instructions of the Engineer-in-Charge/Project Manager and shall be subjected from time to time to such test as the Engineer-in-Charge/Project Manager may direct at the place of manufacture or fabrication or on the site or at all or any such places.

The cost of inspection/ pre-dispatch inspection/ in-stage inspection (Exclusive of Employer/ Owners representatives TA/DA) shall be borne by Contractor. Such pre-dispatch inspection(s) at the manufacturer's facility shall be carried out in the presence of the Employer/Owner or their authorized representatives, for such items as is specified by the Engineer-in-Charge/Project Manager. Travel expenses for the representatives of Employer/Owner for such inspections shall be borne by the Employer/Owner respectively.

However, in case re-inspection is necessitated on account of non-acceptance of item(s) due to failure on Factory Acceptance Test(s), the cost of associated travel and accommodation for the revisit shall be borne by the Contractor. A minimum of 07 (Days) notice shall be given by the Contractor for witnessing such inspection at the works

The Contractor shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the Engineer-in-Charge/Project Manager and keep all stage inspection/ material TC readily available for the Inspector.

- 67.2 All the tests that will be necessary in connection with the execution of the Work as decided by the Engineer-in-Charge/Project Manager shall be carried out at the field testing laboratory of the Owner by paying the charges as decided by the Owner from time to time. In case of non-availability of testing facility with the Owner, the required test shall be carried out at the cost of Contractor at Government or any other accredited testing laboratory.
- 67.3 If any tests are required to be carried out in conjunction with the Work or materials or workmanship not supplied by the Contractor, such tests shall be carried out by the Contractor and cost of such tests shall be reimbursed by the Owner.
- 67.4 The PV modules/ inverters/ cables and other Balance of system equipment deployed in the solar PV power Plant shall have valid test certificates for their qualification as per above specified IEC/ IS Standards by one of the NABL Accredited /Govt approved Test Centers in India. In case of module types/ equipment for which such Test facilities may not exist in India, test certificates from reputed ILAC Member body accredited Labs abroad (with proof of accreditation) will be acceptable.

68. Samples for Approval

- 68.1 In case of requirement, the Contractor shall furnish to the Engineer-in-Charge/Project Manager for approval, when requested or if required by the specifications, adequate samples of all materials and finished to be used in the Work. Such samples shall be submitted before the Work is commenced and in ample time to permit tests and examinations thereof. All materials furnished and finishes applied in actual Work shall be fully equal to the approved samples.

69. Action and Compensation in case of Poor/Non-compliant Work

- 69.1 If, against documentary proofs, is established that any work has been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the Contractor for the execution of the Work are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the Contract, the Contractor shall on demand in writing from the Engineer-in-Charge/Project Manager or his authorized representative specifying the Work, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the Work so specified and provide other proper and suitable materials or articles at his own cost. In the case of any such failure the Engineer-in-Charge/Project Manager may on expiry of notice period rectify or remove and re-execute the Work or remove and replaced with others, the materials or articles complained of to as the case may be at the risk and expense in all respects of the Contractor. The decision of the Engineer-in-Charge/Project Manager as to any question arising under this clause shall be final and conclusive. No additional time for Project completion shall be granted for undertaking such replacement/ rectification works by Contractor.

70. Suspension of Works

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70.1 i) Subject to the provisions of sub-para (ii) of this clause, the Contractor shall, if ordered in writing by the Engineer-in-Charge/Project Manager, or his representative, temporarily suspend the Works or any part thereof for such written order, proceed with the Work therein ordered to be suspended until, he shall have received a written order to proceed therewith. The Contractor shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works aforesaid. However, suitable time extension may be considered at the sole discretion of the owner.

ii) In case of suspensions of entire Work, ordered in writing by Engineer-in-Charge/Project Manager, for a period of more than 03 (Three) months, the Contractor shall have the option to terminate the Contract.

71. Owner may do Part of Work

71.1 Upon failure of the Contractor to comply with any instructions given in accordance with the provisions of this Contract the Owner has the alternative right, instead of assuming charge of entire Work, to place additional labour force, tools, equipment and materials on such parts of the Work, as the Owner may designate or also engage another Contractor to carry out the Work. In such cases, the Owner shall deduct from the amount which otherwise might become due to the Contractor, the cost of such work and material with 110% (Hundred & Ten Percent) of the actual cost of works and materials.

72. Possession prior to Completion

72.1 The Engineer-in-Charge/Project Manager shall have the right to take possession of or use any completed or partially completed Work or part of the Work. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the Contract Agreement. If such prior possession or use by the Engineer-in-Charge/Project Manager delays the progress of Work, equitable adjustment in the time of completion will be made and the Contract Agreement shall be deemed to be modified accordingly.

73. Defects Liability Period [12 (Twelve) Months Period of Liability from the date of Final Acceptance]

73.1 The Contractor must warrant that the Facilities shall be free from defects in the design, engineering, materials and workmanship of the Plant and Equipment supplied and of the work executed.

73.2 If it shall appear to the Project Manager that any supplies have been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the Contractor for the execution of Contractor are unsound or otherwise not in accordance with the Contract, the Contractor shall on demand in writing inform the Project Manager or its authorized representative specifying the item, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for. The Contractor shall forthwith rectify or remove and replace that item so specified and provide other proper and suitable materials or articles at its own charge and cost, and in the event of failure to do so within a period to be specified by the Project Manager in its demand aforesaid, the Project Manager may on expiry of notice period rectify or remove and re-execute the time or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor. The decisions of the Project Manager in this regard shall be final and binding.

73.3 The Contractor shall also be undertaking the operation and maintenance of the Facility and consequently shall be required to rectify any defects that emerge during the operation of the Facilities for the entire term of this Contract.

- 73.4 The Defect Liability Period shall be of twelve (12) months from the date of Final Acceptance, during which the Contractor must repair any defect identified by the Project Manager / EIC after commissioning of the Plant. All the expenses to repair the defects shall be borne by the Contractor and no additional cost charged to the Owner.
- 73.5 If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant and Equipment supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Owner regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the Contractor shall, at its discretion, determine) such defect as well as any damage to the Facilities caused by such defect.
- 73.6 Furthermore, without prejudice to the generality of the foregoing, it is clarified that the Contractor shall also be responsible for the repair, replacement or making good of any defect, or of any damage to the Facilities arising out of or resulting from any of the following causes:
- Improper operation or maintenance of the Facilities by the Contractor during operation and maintenance of the Facility; and
 - Operation of the Facilities outside specifications of the Facilities.
- 73.7 The Contractor may, with the consent of the Owner, remove any Plant and Equipment or any part of the Facilities that are defective from the Site, if the nature of the defect and/or any damage to the Facilities caused by the defect is such that repairs cannot be expeditiously carried out at the Site.
- 73.8 If the repair, replacement or making good is of such a nature that it may affect the efficiency of the Facilities or any part thereof, the Owner may give to the Contractor a notice requiring that tests of the defective part of the Facilities shall be made by the Contractor immediately upon completion of such remedial work, whereupon the Contractor shall carry out such tests.
- 73.9 If such part fails the tests, the Contractor shall carry out further repair, replacement or making good (as the case may be) until that part of the Facilities passes such tests. The tests, in character, shall in any case be not inferior to what has already been agreed upon by the Owner and the Contractor for the original equipment/part of the Facilities.
- 73.10 If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than seven (7) days), the Owner may, following a notice to the Contractor, proceed to do such work, and the costs incurred by the Owner in connection therewith shall be paid to the Owner by the Contractor or may be deducted by the Owner from any monies due to the Contractor or claimed under the Performance Guarantee, without prejudice to other rights, which the Owner may have against the Contractor in respect of such defects.
- 73.11 If the Facilities or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by the Owner because of any of the aforesaid reasons. Upon correction of the defects in the Facilities or any part thereof by repair/replacement, such repair/replacement shall have the defect liability period of twelve (12) months from such replacement.
- 73.12 In addition, the Contractor shall also provide an extended warranty for any such component of the Facilities and for the period of time. Such obligation shall be in addition to the defect liability specified.

73.13 Latent defect liability: Notwithstanding, the defect liability period of 12 months above, the plant shall carry a latent defect liability of 5 years from date of Final acceptance towards any design/ manufacturing defects in the equipment supplied by the Contractor

73.14 The Contractor's liability under this contract for any reason, what so ever, shall be limited to the total Contract Price (Including GST etc)

73.15 Limitation of Liability

Notwithstanding anything contrary contained herein, the aggregate total liability of Contractor under the Agreement or otherwise shall be limited to **100% of Agreement/ Contract Value** except in case of Patent Infringement liability. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

73.16 Guarantee/ Warranty

As enumerated in Clause no. 73 (Defect Liability Period) of GCC, the overall DLP should stand valid for a period of 12 (Twelve) Months from the date of Final Acceptance. However, Contractor needs to ensure following Guarantees/ Warranties to the best possible extent for the successful execution of the Contract. Subsequently, necessary Guarantee/ Warranty Certificate shall be produced by the Contractor prior to Final Acceptance of the Facility.

Guarantee/ Warranty as defined under Section VII, Scope of work and Technical specifications will prevail in this clause. Contractor should guarantee the Plant facility for the workmanship for a period of 05 (Five) years from the date of Final Acceptance.

73.16.1 The Contractor must ensure that the goods supplied under the Contract are new, unused and of most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

73.16.2 The Contractor shall transfer the warranty/ guarantees of the equipment as such from the OEM/ supplier in the name of the Owner. The period of the warranty / guarantee for each equipment shall be as per the "Technical Specifications"

73.16.3 During the period of Warranty / Guarantee the Contractor shall remain liable to replace any defective parts, that becomes defective in the plant, of its own manufacture or that of its sub-Contractors, under the conditions provided for by the Contract under and arising solely from faulty design, materials or workmanship & faulty operation/repair, provided such defective parts are not repairable at Site. After replacement, the Contractor is allowed to take back the defective parts to its works at his expenses.

73.16.4 At the end of warranty/ guarantee period, the Contractor's liability shall cease subjected to fulfillment of its liability under GCC Clause 73.16 (Defect Liability Period). In respect of goods not mentioned for the warranty/ guarantee in "Technical Specifications", the Owner shall be entitled to the benefit of such guarantee given to the Contractor by the original Supplier or manufacturer of such goods eg Performance guarantee for 25 yrs for modules, etc.

73.16.5 During the Comprehensive Operation & Maintenance period, the Contractor shall be responsible for any defects in the work due to faulty workmanship or due to use of sub-standard materials in the work. Any defects in the work during the guarantee period shall therefore, be rectified by the Contractor without any extra cost to the Owner within a reasonable time as may be considered from the date of receipt of such intimation from the Owner failing which the Owner reserves the right to take up rectification work at the risk and cost of the Contractor.

74. Care of Works

74.0 From the commencement to completion of the Work & till the completion of AMC period (If applicable), the Contractor shall take full responsibility for the care for all works including all temporary works and in case any damages, loss or injury shall happen to the Work or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that at completion the Work shall be in good order and in conformity in every respects with the requirement of the Contract and the Engineer-in- Charge's instructions. Also damage to external property of Third Parties.

74.1 Defects Prior to Taking Over

If at any time, before the Work is taken over, the Engineer-in-Charge/Project Manager shall:

a) Decide that any works done or materials used by the Contractor or by any Sub-Contractor is defective or not in accordance with the Contract, or that the works or any portion thereof are defective, or do not fulfill the requirements of Contract (all such matters being hereinafter, called 'Defects' in this clause), and

b) As soon as reasonably practicable, gives to the Contractor notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the Contractor shall at his own expenses and with all speed make good the defects so specified.

In case, Contractor shall fail to do so, the Owner may take, at the cost of the Contractor, such steps as may take in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the Owner will be recovered from the amount due to the Contractor. The decision taken by the Owner in this regard towards the amount to be recovered from the Contractor will be final and binding on the Contractor. As soon as the Work has been completed in accordance with the Contract (except in minor respects that do not affect their use for the purpose for which they are intended and have passed the tests on completion, the Owner shall be deemed to have taken over the Work on the date so certified.

74.2 Defects after Taking Over (If applicable)

In order that the Contractor could obtain a Completion he shall make good, with all possible speed, any defect arising from the defective materials supplied by the Contractor or workmanship or any act or omission of the Contract or that may have been noticed or developed, after the works has been taken over, the period allowed for carrying out such Work will be normally 01 (One) Month. If any defect be not remedied within a reasonable time, the Owner may proceed to do the Work at Contractor's risk and expense and deduct from the final bill such amount as may be decided by the Owner. If by reason of any default on the part of the Contractor a Completion has not been obtained in respect of any portion of the Work within 01 (One) Month after the date fixed by the Contract for the completion of the Work, the Owner shall be at liberty to use the Work or any portion thereof in respect of which a completion has not been obtained, provided that the Work or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the Completion .

75. Guarantee/ Transfer of Guarantee

For the major Material/Products/Spares of the works & Projects including but not limited to PV Modules, Power Conditioning Units (PCU)/ Inverters, Batteries etc the Contractor shall invariably engage OEMs/Sub-Contractors who are specialists in the field and OEM's/OPM's/firms of repute and such a OEM/OPM/Sub-Contractor shall furnish guarantees/warranties for their workmanship to the Owner directly in the name of Owner only without any deviation. The Contractor shall give the guarantee/warranty to the Owner directly For other minor Material/Products/Spares also.

In case of the contract termination/cancellation and wherein the title of Guarantee/Warranty for the major Material/Products/Spares of the works & Projects including but not limited to PV Modules, Power Conditioning Units (PCU)/ Inverters, Transformers, Batteries (If applicable) is in the name of the Contractor, then all such Guarantee/Warranties for all such major products/material/spares will have to be mandatorily transferred in the name of Owner as soon as the contract is terminated/cancelled & no plea/deviation from the Contractor side will be entertained in this regard.

For works like water-proofing, acid and alkali resisting materials, pre-construction soil treatment against termite or any other specialized works etc. the Contractor shall invariably engage Sub-Contractors who are specialists in the field and firms of repute and such a Sub-Contractor shall furnish guarantees for their workmanship to the Owner, through the Contractor. In case such a Sub-Contractor is not prepared to furnish a guarantee to the Owner, the Contractor shall give that guarantee to the Owner directly.

76. Installation and Training of Employer's/ Owner's Personnel

76.1 Tools & Tackles

The Contractor shall provide technically suitable tools and tackles for installation & erection of Plant & Machineries conforming to relevant BIS safety and technical standards for proper execution of work. The Owner, in no way, shall be responsible for supply of any tools and tackles for implementation of the work and also to carry out operation & maintenance activities.

76.2 Setting up/Supervision/Labor

76.2.1 Bench Mark:

The Contractor shall be responsible for the true and proper setting-up of the Facilities in relation to bench marks, reference marks which are mutually agreed upon by the Contractor and Owner.

If, at any time during the progress of installation of the Facilities, any error shall appear in the position, level or alignment of the Facilities, the Contractor shall forthwith notify the Project Manager of such error and, at its own expense, immediately rectify such error.

76.2.2 Contractor's Supervision:

The Contractor shall give or provide all necessary supervision during the installation of the Facilities, and the Construction Manager or its deputy shall be constantly on the Site to provide full-time supervision of the installation. The Contractor shall provide and employ only technical personnel who are skilled and experienced in their respective fields and supervisory staff who are competent to adequately supervise the work at hand.

76.2.3 Labour:

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The Contractor shall provide and employ on Site in the installation of the Facilities such skilled, semi-skilled and unskilled labor as is necessary for proper and timely execution of the Contract. The Contractor is encouraged to use local labor that has the necessary skills.

Unless otherwise provided in the Contract, the Contractor shall be responsible for the recruitment, transportation, accommodation, sanitation, first aid facility and catering of all labor, local or expatriate, required for the execution of the Contract and for all payments in connection therewith.

The Contractor shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the engagement and entry of all labour and personnel to be employed by Contractor on the Site including that of his sub-Contractors.

The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labour of its SubContractors.

The Contractor shall, in all dealings with its labour and the labour of its SubContractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor.

The Contractor shall keep the Owner indemnify, during construction as well as during AMC period, in respect of compliance with the statutory provisions in respect to the labor employed at site.

Upon completion of the construction activities/ AMC activities, the Contractor shall obtain no – objection certificate (NOC) from local/ statutory bodies in respect to the fulfillment of all compliance and submit a copy to the Owner prior to the final settlement

76.3 Contractor's Equipment

76.3.1 All equipment brought by the Contractor onto the Site shall be deemed to be intended to be used exclusively for the execution of the Contract. The Contractor shall not remove the same from the Site without the Project Manager's consent that such Contractor's Equipment is no longer required for the execution of the Contract.

All the necessary approvals with due taxes, insurance and license, as required for the use of equipment at site, are to be taken by the Contractor.

The equipment should be in a good operating condition for safe use at site. The operator shall be competent to operate. It is advised to keep adequate spares, consumables, etc to reduce the breakdown time.

76.3.2 Unless otherwise specified in the Contract, upon completion of the Facilities, the Contractor shall remove from the Site all Equipment brought by the Contractor onto the Site.

76.4 Site Regulations and Safety

Contractor shall submit the EHS policy for the site to the Project Manager/EIC within 14 (fourteen) days from effective date and shall abide by the rules and regulations of the EHS policy.

The Contractor shall have to provide necessary and adequate safety measures including personal protective equipment and precautions to avoid any accident, which may cause damage to any equipment / material or injury to workmen. The Owner shall not be liable for any such accidents during the performance of the contract.

The Contractor, if required, will provide necessary safety training to workmen. Also, Contractor shall engage sufficient security guards to protect Facility from any theft and unauthorized access to site during the entire construction and AMC periods.

76.5 Site Clearance

76.5.1 Site Clearance in Course of Performance

In the course of carrying out the Contract, the Contractor shall keep the Site reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, packaging material, rubbish & debris and temporary installations from the Site, and remove any Contractor's Equipment no longer required for execution of the Contract with due approval of the Owner.

76.5.2 Site Clearance after Completion

After Completion of all parts of the Facilities, the Contractor shall clear away and remove all wreckage, packaging material, rubbish & debris and temporary works & installations of any kind from the Site with due approval of the Owner and shall leave the Site and Facilities clean and safe.

76.5.3 Disposal of Scrap

The term 'Scrap' shall refer to scrap/ waste/ remnants arising out of the unpacking of equipment, construction debris, breakage of modules, fabrication of structural steel work and piping work at the project site in the course of execution of the contract and shall also include any wastage of cables during the termination process while installing the cables.

The Contractor shall with the agreement of the Owner promptly remove from the site any 'Scrap' generated during Performance of any activities at site in pursuance of the Contract.

The disposal of such Scrap shall vest with the Contractor for the items supplied by the Contractor and issued by Owner under this contract for installation and construction without any additional cost to the Owner. The removal of scrap shall be subject to the due approval of Owner & Contractor producing the necessary clearance from the relevant authorities, if required by the law, in respect of disposal of the scrap. The liability for the payment of the applicable GST shall be that of the Contractor.

The Contractor shall also indemnify to keep the Owner harmless from any act of omission or negligence on the part of the Contractor in following the statutory requirements with regard to removal/disposal of scrap. The undertaking shall be furnished by Contractor as per Format enclosed in the Section VI of Forms & Formats. Further, in case the laws require the Owner to take prior permission of the relevant Authorities before handing over the scrap to the Contractor, the same shall be obtained by the Contractor on behalf of the Owner.

In case, the scrap is generated against the free issue material supplied by the Owner, the Contractor shall maintain a separate record of same and intimate Owner before its disposal thereafter. After due approval from Owner, the scrap should be disposed of and its value shall be remitted to the Owner.

76.5.4 Watch & Ward and Lighting

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The Contractor shall provide and maintain at its own expense all lighting, fencing, watch and ward wherever necessary for the proper execution and the protection of the Facilities, or for the safety of the Owners and occupiers of adjacent property and for the safety of the public during the entire construction and AMC period.

76.6 Training

The period and the nature of training for the individual personnel shall be agreed upon mutually between the Contractor and the Owner. These personnel shall be given special training at the shops, where the equipment will be manufactured and/ or in their collaborator's works and where possible, in any other plant where equipment manufactured by the Contractor or his collaborators is under installation or test to enable those personnel to become familiar with the equipment being furnished by the Contractor. Owner shall bear the cost of Boarding, Lodging & Travel only for the said personnel's.

The Contractor undertakes to provide training to Personnel selected and sent by the Owner at the works of the Contractor without any cost to the Owner.

77. Replacement of Defective Parts and Materials

- 77.1 If during the progress of the Work, Owner shall decide and inform in writing to the Contractor, that the Contractor has manufactured any plant or part of the plant unsound or imperfect or has furnished plant inferior to the quality specified, the Contractor on receiving details of such defects or deficiencies shall at his own expenses within 07 (Seven) days of his receiving the notice, or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, re-construct or remove such work and furnish fresh equipment's up to the standards of the specifications.

In case the Contractor fails to do so, Owner may on giving the Contractor 07 (Seven) day notice in writing of his intentions to do so, proceed to remove the portion of the Work so complained of and at the cost of Contractor's, perform all such works or furnish all such equipment's provided that nothing in the clause shall be deemed to deprive the Owner of or affect any rights under the Contract, the Owner may otherwise have in respect of such defects and deficiencies.

78. Indemnity

- 78.1 If any action is brought before a Court, Tribunal or any other Authority against the Employer/ Owner or an officer or agent of the Employer/ Owner, for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract, or damage or injury or death caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his Sub-Contractor's, or in connection with any claim based on lawful demands of Sub-Contractor's workmen suppliers or employees, the Contractor, shall in such cases indemnify and keep the Employer/ Owner and/ or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

79. Construction Aids, Equipment, Tools & Tackles

- 79.1 Contractor shall be solely responsible for making available for executing the Work, all requisite Construction Equipments, Special Aids, Barges, Cranes and the like, all Tools, Tackles and Testing Equipment and Appliances, including imports & insurance of such equipment etc. as required. In case of import of the same the rates applicable for levying of Custom Duty on such Equipment, Tools & Tackles and the duty drawback applicable thereon shall be ascertained by the Contractor from the concerned authorities of Government of India. It shall be clearly understood that Owner

shall not in any way be responsible for arranging to obtain Custom Clearance and/ or payment of any duties and/ or duty draw backs, license etc. for such equipment's so imported by the Contractor and the Contractor shall be fully responsible for Goods and Service Tax (GST) and documentation with regard to the same. Bidder in his own interest may contact, for any clarifications in the matter, concerned agencies/ Dept./ Ministries of Govt. of India. All clarifications so obtained and interpretations thereof shall be solely the responsibility of the Contractor.

[F] CERTIFICATES AND PAYMENTS

80. Schedule of Rates and Payments

80.1 Contractor's Remuneration

For EPC/ Lumpsum Turnkey Contracts, the billing procedure will follow as per the prescribed payment terms as defined in Special Conditions of Contract (SCC). The price to be paid by the Owner to Contractor for the whole of the Work to be done and for the performance of all the obligations undertaken by the Contractor under the Contract Documents shall be ascertained by the application of the respective Schedule of Rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding Clause of this clause) and payment to be made accordingly for the Work actually executed and approved by the Engineer-in-Charge/Project Manager. The sum so ascertained shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the Contractor under the Contract and no further or other payment whatsoever shall be or become due or payable to the Contractor under the Contract.

80.2 Schedule of Rates to be Inclusive

The prices quoted by the Contractor shall remain firm till the contract period and shall not be subject to escalation. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handing over the Work to the Owner by the Contractor. The Contractor shall be deemed to have known the nature, scope, magnitude and the extent of the Work and materials required though the Contract Document may not fully and precisely furnish them. Bidders in the Schedule of Rates should cover all costs as he may consider necessary to cover the cost of any works and materials as may be reasonable and necessary to complete the Work. Generality of this present provision shall not be deemed to cut down or limit in any way because in certain cases it may and in other cases it may not be expressly stated that the Contractor shall do or perform a work or supply articles or perform services at his own cost or without addition of payment or without extra charge or words to the same effect or that it may be stated or not stated that the same are included in and covered by the Schedule of Rates.

80.3 Schedule of Rates to Cover Construction Equipments, Materials, Labour etc.

Without in any way limiting the provisions of the preceding Clause the Schedule of Rates shall be deemed to include and cover the cost of all construction equipment, temporary Work (except as provided for herein), pumps, materials, labour, insurance, fuel, consumables, stores and appliances to be supplied by the Contractor and all other matters in connection with each item in the Schedule of Rates and the execution of the Work or any portion thereof finished, complete in every respect and maintained as shown or described in the Contract Documents or as may be ordered in writing during the continuance of the Contract.

80.4 Schedule of Rates to Cover Royalties, Rents and Claims

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The Schedule of Rates (i.e., Contract Value) shall be deemed to include and cover the cost of all Royalties and Fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the Work, also all Royalties, Rents and other payments in connection with obtaining materials of whatsoever kind for the Work and shall include an Indemnity to the Employer/ Owner which the Contractor hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the Work of any such articles, processes or materials, other municipal or local Board Charges, if levied on materials, equipment or machineries to be brought to site for use on Work shall be borne by the Contractor.

80.5 Schedule of Rates to Cover GST/Applicable taxes

No exemption or reduction of Customs Duties, Goods & Service Tax (GST) on Works Contract quay or any port dues, transport charges, stamp duties or Central or State Government or Local Body or Municipal Taxes or from or of any other body, whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule of Rates. The Contractor shall also obtain and pay for all permits or other privileges necessary to complete the Work.

80.6 Schedule of Rates to Cover Risks of Delay

The Schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the Contractor's conduct of Work which occur from any causes including orders of the Employer/ Owner in the exercise of his power and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.

80.7 Schedule of Rates Cannot be Altered

(a) For Engineering, Procurement and Commissioning (EPC) Contracts or Lumpsum Turnkey (LSTK) Contracts, the total Project/ Contract Value stands to be fixed inclusive of entire items, Materials, Spares, Consumables, Services, Erection and all quoted and unquoted items/ Services in the Bill of Quantity (BOQ) of the Tender/ Contract. Contract Value of such EPC Contracts comprises of all the related costs required for successful execution of the work. The final payment outlay or total cost of the project will be limited to the total value of the EPC Contract and O & M Contract. Any kind of variations related to Total Contract Value shall be to Contractor's account. The payment will be made according to the Work carried out, for which purpose an item wise, or work wise Schedule of Rates shall be furnished, suitable for evaluating the value of Work done and preparing running account bill.

(b) If applicable, For Item Rate Contracts, no alteration will be allowed in the Schedule of Rates by reason of works or any part of them being modified, altered, extended, diminished or committed. The Schedule of Rates are fully inclusive of rates which have been fixed by the Contractor and agreed to by the Employer/Owner and cannot be altered.

Based on the mechanism of Tender as described in the Special Conditions of Contract (SCC), the methodologies described above shall prevail. However, payment for any additional work which is not covered in the Schedule of Rates, shall only be released on issuance of change order.

81. Procedure for Measurement and Billing

81.1 Billing Procedure

Following procedures shall be adopted for billing of works executed by the Contractor.

- 81.1.1 For EPC/ Lumpsum Turnkey Contracts, the billing procedure will follow as per the prescribed payment terms as defined in Special Conditions of Contract (SCC).
- 81.1.2 If applicable, For Item Rate Contracts, all measurements shall be recorded in sextuplicate on standard measurement sheets in duly approved formats for scrutiny and passing by Employer/ Owner. Employer/ Owner shall scrutinize and check the measurements recorded on the sheets and shall certify correctness of the same on the measurement sheets.
- 81.1.3 Engineer-in-Charge/Project Manager shall pass the bills after carrying out the comprehensive checks in accordance with the terms and conditions of the Contracts, within 21 (Twenty-one) days of submission of the bills along with all necessary enclosures and documents, complete in all respects and send the same to the Owner to effect payment to the Contractor as per the defined payment terms.
- 81.1.4 Owner shall make all endeavor to make payments of undisputed amount of the bills submitted based on the joint measurements within 30 (Thirty) days from the date of certification by the Engineer-in-Charge/Project Manager. Any disputed claims/amounts will be mutually settled and paid accordingly.
- 81.1.5 Measurements shall be recorded as per the methods of measurement spelt out in Contract Document.

81.2 Secured Advance on Material

Unless otherwise provided in the SCC of the tender, no 'Secured Advance' on security of materials brought to site for execution of contracted items(s) shall be paid to the Contractor whatsoever.

81.3 Dispute in Mode of Measurement

In case of any dispute as to the mode of measurement not covered by the Contract to be adopted for any item of Work, mode of measurement as per latest Indian Standard Specifications shall be followed.

81.4 Rounding-Off of Amounts

In calculating the amount of each item due to the Contractor in every certificate prepared for payment, sum of less than 50 paise shall be omitted and the total amount on each certificate shall be rounded off to the nearest rupees, i.e., sum of less than 50 paise shall be omitted and sums of 50 paise and more up to one rupee shall be reckoned as one rupee.

82. Lumpsum in Tender

- 82.1 The payment against any Lumpsum item shall be made only on completion of that item (Excluding Milestones linked payment structure) as per the provision of the Contract after certification by Engineer-in-Charge/Project Manager.

83. Running Account Payments to be regarded as Advance

- 83.1 All running account payments shall be regarded as payment by way of advance against the final payment only and not as payments for Work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the Contract, or any part thereof, in this respect, or of the occurring of any claim by the Contractor, nor shall it conclude, determine or affect in any way the powers of the Employer/ Owner under these

conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the Contract.

The final bill shall be submitted by the Contractor within 01 (One) Month of the date of the final acceptance of the Work; otherwise, the Engineer-in-Charge/Project Manager's measurement and of total amount payable for the Work accordingly shall be final and binding on all parties

84. Notice of Claims for Additional Payments

84.1 Should the Contractor consider that he is entitled to any extra payment for any extra/ additional Works or Material change in original Specifications carried out by him in respect of Work he shall forthwith give notice in writing to the Engineer-in-Charge/Project Manager that he claims extra payment. Such notice shall be given to the Engineer-in-Charge/Project Manager upon which Contractor bases such claims and such notice shall contain full particulars of the nature of such claim with full details of amount claimed. Irrespective of any provision in the Contract to the contrary, the Contractor must intimate his intention to lodge claim on the Owner within 10 (Ten) days of the commencement of happening of the event and quantify the claim within 30 (Thirty) days, failing which the Contractor will lose his right to claim any compensation /reimbursement/ damages etc. or refer the matter to arbitration. Separate bills shall be raised for the extra claim.

84.2 Engineer-in-Charge/Project Manager shall review such claims within a reasonably period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, Contractor shall be obliged to carry on with the Work during the period in which his claims are under consideration by the Owner, irrespective of the outcome of such claims, where additional payments for Works considered extra are justifiable in accordance with the Contract provisions,

Owner shall arrange to release the same in the same manner as for normal Work payments. Such of the extra works so admitted by Owner shall be governed by all the terms, conditions, stipulations and specifications as are applicable for the Contract. Settlement of all extra claims shall be taken up after Project commissioning.

85 Payment of Contractor's Bill

85.1 Payment due to the Contractor shall be made by the Owner either by e-Banking or by Account Payee Cheque forwarding the same to registered office or the notified office of the Contractor. In no case, will Owner be responsible if the cheque is mislaid or misappropriated by unauthorized person/ persons. In all cases, the Contractor shall present his bill duly pre-receipted on proper revenue stamp & payment shall be made in Indian Currency only.

85.2 In general payment of final bill shall be made to Contractor within 60 days of the submission of bill on joint measurements, after completion of all the obligations under the Contract against the final completion.

86 Receipt for Payment

86.1 Receipt for payment made on account of work when executed by a company, must be signed by a person holding due power of attorney in this respect on behalf of the Contractor, except when the Contractor's are described in their tender as a limited company in which case the receipts must be signed in the name of the company by one of its principal officers or by some other person having authority to give effectual receipt for the company.

87. Handing Over – Taking Over

- 87.1** Subsequent to Final Acceptance of the Facilities by the Employer and within 15 (Fifteen) days of the commencement of the AMC period, the Contractor shall furnish an Indemnity Bond/ undertaking as per "Sample Forms and Formats" which is to be executed by the Contractor for the plant handed over by Owner for performance of its AMC (Entire Solar Photo Voltaic Plant).

The Facility shall be taken over by the Owner upon successful Final Acceptance in accordance with GCC Clause 43.3 (Final Acceptance).

Immediately after taking over of complete facilities (s), the Facilities will be handed over to the Contractor for Comprehensive Operation & Maintenance for a period as mentioned in the Contract document.

88. Final Decision and Final Acceptance

- 88.1** Upon expiry of the period of liability & the Works have been duly maintained by the Contractor during monsoon or such period as hereinbefore provided in Clause 73 & 74 and that the Contractor has in all respect duly made-up any subsidence and performed all his obligations under the Contract, the Owner give a final acceptance to that effect and the Contractor shall not be considered to have fulfilled the whole of his obligations under Contract until Final acceptance shall have been given by the Owner notwithstanding any previous entry upon the Work and taking possession, working or using of the same or any part thereof by the Owner.

89. Certificate and Payments on Evidence of Completion

- 89.1** Except the Final Acceptance, no other payments on general account shall be taken to be an admission by the Owner of the due performance of the Contract or any part thereof or of occupancy or validity of any claim by the Contractor.

90. Deductions from the Contract Price

- 90.1** All costs, damages or expenses which Owner may have paid or incurred, which under the provisions of the Contract, the Contractor is liable/ will be 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 claims shall be paid by the Contractor within 15 (Fifteen) 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 including Contract Performance Security or becoming due 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.

[G] TAXES AND INSURANCE

91. Goods & Service Tax (GST)/Taxes

- 91.1** The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and GST/all Taxes. now in force or hereafter imposed, increased, modified, from time to time in respect of Works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions, PF, ESI etc or annuities now in force or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance of all Sub-Contractors, with all applicable Central, State,

Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority.

Contractor further agrees to defend, indemnify and hold Employer/ Owner harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by Contractor or Sub-Contractor of such laws, suits or proceedings that may be brought against the Employer/ Owner arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof. Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

92. Goods & Service Tax (GST)

- 92.1 Bidder should quote all-inclusive prices including the liability of GST (in line with the given SOR Format) whether on the works contract as a whole or in respect of bought out components used by the Contractor in execution of the Contract. Owner/Employer shall not be responsible for any such liability of the Contractor in respect of this Contract.

93. Statutory Variations

- 93.1 Goods & Service Tax (GST) [applicable for both Centre and state] and other levies [if any] payable by the Contractor under the Contract, or for any other cause, shall be included in the rates/ prices and the total bid-price submitted by the Bidder. Applicable rate of GST shall be indicated in Agreed SOR formats.
- 93.2 In case of any variation (positive/ negative) in existing rates of GST/taxes or a new tax/ duty/ levy is introduced or any existing tax/ duty/ levy is abolished or application of any Tax in the course of the performance of this Contract, which will/ may impact the overall pricing in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to factor any such change by addition to the Contract Price or deduction therefrom, as the case may be.

All these adjustments would be carried out by considering the base price of GST/taxes equivalent to the amount mentioned under GST/taxes column of the SOR/ PS. The base price will be considered 07 days prior to bid submission date

- 93.3 However, any increase in the rate of these taxes, duties and levies beyond the contractual completion period shall be to Contractor's account and any decrease shall be passed on to Owner.

94. Insurance

- 94.1 During the Contract period including AMC period, i.e., during Construction & AMC period, all insurance related expenses shall be borne by the Contractor. The goods supplied under the Contract shall be fully insured against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in such a manner that Owner shall not incur any financial loss, as long as the plant continues to remain under the custody of the Contractor. During AMC period also (after the Construction period is over), the insurances shall be in the scope of the Contractor.
- 94.2 In case of any loss or damage or pilferage or theft or fire accident or combination of the said incidents etc. under the coverage of insurance, the Contractor shall lodge the claim as per rules of insurance. Any FIR required to be lodged to local Police Station shall be the responsibility of the Contractor.

- 94.3 The Contractor shall arrange to supply/ rectify/ recover the materials without waiting for settlement of the insurance claim and even if the claim is unsettled for timely completion of the project. The final financial settlement with the insurance company shall rest upon the Contractor.
- 94.4 In case of any delay of the project attributable to the Contractor, the Contractor himself in consultation with Owner/Employer shall take the extension of insurance. Any financial implications shall be borne by the Contractor.
- 94.5 The Contractor should arrange for providing insurance coverage to its workmen under Workmen's Compensation Act or similar Rules and Acts as applicable during execution of work for covering risk against any mishap to its workmen. The Contractor shall also undertake a Third-Party Insurance and shall at all times keep Owner indemnified against any Third-Party claims and shall arrange to settle them at the earliest. The Owner/ Employer will not be liable for any such loss or mishap.
- 94.6 All other insurance like In – transit insurance (Marine/ Cargo/ others as applicable), Construction All Risk, Erection All Risk, workmen compensation ,fire, third party liability, insurance against theft and acts of GOD, Contractor's Equipments, machinery breakdown policy & his vehicles and others as required for the Construction and AMC of the Plant and to indemnify the Owner/ equipment/ material and resources shall be borne by the Contractor
- 94.7 Owner shall be named as co – insured under all insurance policies taken out by the Contractor, except for the workmen compensation, third party liability and Owner's liability insurances. All insurers' rights of subrogation against such co – insured for losses or claims arising out of the performance of the contract shall be waived under such policies.
- 94.8 All the insurance cover taken for the construction and AMC period shall be seamless in nature & preferably taken from the same insurance company.
- 94.9 The insurance is to be suitably taken for the activity/ act which is required to cover all the risks associated to the activity / act. The Contractor shall be responsible to take suitable insurance till the completion of the AMC and indemnify the Employer/Owner from all associated risks whatsoever.
- 94.10 The Contractor shall be responsible to take suitable insurance(s) and claim management during and till the completion of the AMC and indemnify the Owner from all associated risks whatsoever.

94.11 Employees State Insurance (ESI) Act

The Contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the Contractor further agrees to defend, indemnify and hold Employer/ Owner harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by Contractor or Sub-Contractor of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the Employer/ Owner arising under, growing out of or by reasons of the work provided for by this Contractor, by third parties or by Central or State Government authority or any political sub- division thereof.

The Contractor agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the Contractor's or Sub-Contractor's employees, who are employed in the Work provided for or those covered by ESI from time to time under the Agreement. The Contractor shall deduct and secure the agreement of the Sub-Contractor to deduct the Employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employees Contribution Card at wages payment intervals.

The Contractor shall remit and secure the agreement of Sub-Contractor to remit to the Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The Contractor agrees to maintain all cards and Records as required under the Act in respect of employees and payments and the Contractor shall secure the agreement of the Sub-Contractor to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the Contractor's or Sub-Contractor's account.

94.11 Workmen Compensation and Employer's/Owner's Liability Insurance

Insurance shall be effected for all the Contractor's employees engaged in the performance of this Contract. If any of the work is sublet, the Contractor shall require the Sub-Contractor to provide workman's Compensation and Owner's liability insurance for the latter's employees if such Employees are not covered under the Contractor's Insurance.

94.12 Accident or Injury to Workmen

The Employer/ Owner shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the Contractor or any Sub-Contractor and the Contractor shall indemnify and keep indemnified the Employer/ Owner against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

94.13 Transit Insurance

In respect of all items to be transported by the Contractor to the Site of Work and any consequential risks, the cost of transit insurance shall be borne by the Contractor and the quoted price shall be inclusive of this cost.

94.14 Comprehensive Automobile Insurance

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

94.15 Comprehensive General Liability Insurance

a) This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member 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-Contractor's or from riots, strikes and civil commotion.

b) Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory staff who are not covered under Employees State Insurance Act.

c) The policy shall cover third party liability. The third party (liability shall cover the loss/ disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to others materials/ equipment/ properties during construction, erection and commissioning at site & during AMC period.

The value of third-party liability for compensation for loss of human life or partial/ full disablement shall be of required statutory value but not less than INR 02 (Two) Lakhs per death, INR 1.5 (One and Half) Lakhs per full disablement and INR 1 (One) Lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court by Law in India and cover for damage to others equipment/ property as approved by the Purchaser. However, third party risk shall be maximum to INR 10 (Ten) Lakhs for death.

d) The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipment and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.

e) The Contractor shall take out insurance policy in the joint name of Owner and Contractor from one or more nationalized insurance company from any branch office at Project site.

f) Any such insurance requirements as are hereby established as the minimum policies and coverages which Contractor must secure and keep in force must be complied with, Contractor shall at all times be free to obtain additional or increased coverages at Contractor's sole expenses.

viii) ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY OWNER:

Contractor shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to Owner. He shall also carry and maintain any other insurance which may be required by the Owner.

95 Damage to Property or to any Person or any Third Party

95.1 Contractor shall be responsible for making good to any loss or any damage to structures and properties belonging to the Owner or being executed or procured or being procured by the Owner or of other agencies within in the premises of all the work of the Owner, if such loss or damage is due to fault and/ or the negligence or willful acts or omission of the Contractor, his employees, agents, representatives or Sub-Contractors.

95.2 The Contractor shall take sufficient care in moving his plants, equipment and materials from one place to another so that they do not cause any damage to any person or to the property of the Employer/ Owner or any third party including overhead and underground cables and in the event of any damage resulting to the property of the Owner or of a third party during the movement of the aforesaid plant, equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the Employer/ Owner or ascertained or demanded by the third party shall be borne by the Contractor. Third party liability risk shall be INR 1 (One) Lakh for single accident and limited to INR 10 (Ten) Lakhs.

95.3 The Contractor shall indemnify and keep the Employer/ Owner harmless of all claims for damages to property other than Employer's/ Owner's property arising under or by reason of this agreement, if such claims result from the fault and/ or negligence or willful acts or omission of the Contractor, his employees, agents, representative of Sub-Contractor.

[H] LABOUR LAWS

96. Labour Laws & Indemnity Bond

- i) No labour below the age of 18 (Eighteen) Years shall be employed on the Work.
- ii) The Contractor shall at his expense comply with all labour laws and keep the Employer/ Owner indemnified in respect thereof.
- iii) The Contractor shall employ labour in sufficient numbers either directly or through Sub-Contractor's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract.
- iv) The Contractor shall indemnify the Employer/ Owner against any payments to be made under and for the observance of the provisions of the aforesaid labour compliances without prejudice to his right to obtain indemnity from his Sub-Contractor's.
- v) The Contractor shall also indemnify to keep the Owner/ Employer harmless from any act of omission or negligence on the part of the Labour Laws compliance in following the statutory requirements with regard to Labour laws. Against the signing of the contract, The Indemnity Bond shall be furnished by Contractor as per Format enclosed under Forms and Formats for the labour law compliance.
- vi) Upon completion of the construction activities/ AMC activities, the Contractor shall obtain no – objection certificate (NOC) from local/ statutory bodies in respect to the fulfillment of all compliance related to labour law and submit a copy to the Employer/Owner prior to the final settlement

97. Void

98. Contractor to Indemnify the Employer/ Owner

- 98.1 The Contractor shall indemnify the Employer/ Owner and every member, office and employee of the Employer/ Owner, also the Engineer-in-Charge/Project Manager and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred to in Clause 95 and elsewhere and all actions, proceedings, claims, demands, costs and expenses which may be made against the Employer/ Owner for or in respect of or arising out of any failure by the Contractor in the performance of his obligations under the Contract Document.

The Employer/ Owner shall not be liable for or in respect of or arising out of any failure by the Contractor in the performance of his obligations under the Contract Document. The Employer/ Owner shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workmen or other person. In the employment of the Contractor or his Sub-Contractor the Contractor shall indemnify and keep indemnified the Employer/ Owner against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

98.2 Payment of Claims and Damages

Should the Employer/ Owner have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the Employer/ Owner shall be charged to and paid by the Contractor and the Contractor shall not be at liberty to dispute or question the right of the Employer/ Owner to make such payments notwithstanding the same, may have been made without the consent or authority or in law or otherwise to the contrary.

98.3 In every case in which by virtue of the provisions of Section 12, Sub-section (i) of workmen's compensation Act, 1923 or other applicable provision of Workmen Compensation Act or any other Act, the Employer/ Owner is obliged to pay compensation to a workman employed by the Contractor in execution of the Work, the Employer/ Owner will recover from the Contractor the amount of the compensation so paid, and without prejudice to the rights of Employer/ Owner under Section 12, Sub- section (2) of the said Act, Employer/ Owner shall be at liberty to recover such amount or any part thereof by deducting it from the Contract Performance Security or from any sum due to the Contractor whether under this Contract or otherwise. The Employer/ Owner shall not be bound to contest any claim made under Section 12, Sub-section (i) of the said act, except on the written request of the Contractor and upon his giving to the Employer/ Owner full security for all costs for which the Employer/ Owner might become liable in consequence of contesting such claim.

99. Health and Sanitary Arrangements for Workers

99.1 In respect of all labour directly or indirectly employed in the Works for the performance of the Contractor's part of this agreement, the Contractor shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the Owner from time to time for the protection of health and sanitary arrangements for all workers.

99.2 The Contractor shall provide in the labour colony all amenities such as electricity, water and other sanitary and health arrangements. The Contractor shall also provide necessary surface transportation to the place of work and back to the colony for their personnel accommodated in the labour colony.

[I] APPLICABLE LAWS & SETTLEMENT OF DISPUTES

100. Arbitration

Normally all disputes should be settled by negotiations between the Owner and the concerned parties.

In case any dispute / difference is not settled through negotiations, the respective parties can seek remedy through Arbitration only by invoking the same within 120 days of raising of dispute. No disputes shall be referred to civil courts other than through Arbitration.

The issues/ disputes which cannot be mutually resolved through negotiations within the time stipulated above, all such disputes shall be referred to arbitration by Sole Arbitrator.

Owner shall suggest a panel of three independent and distinguished persons to the Contractor/ Supplier (as the case may be) to select any one among them to act as the Sole Arbitrator. In the event of failure of the other parties to select the Sole Arbitrator within 30 (Thirty) Days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and Owner shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of Owner on the appointment of the sole

arbitrator shall be final and binding on the parties. The award of sole arbitrator shall be final and binding on the parties and unless directed/ awarded otherwise by the sole arbitrator, the cost of arbitration proceedings shall be shared equally by the parties.

The Arbitration proceedings shall be in English language and venue shall be the State of the Owner as specified in the BDS/SCC. Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act 1996 and the Rules framed there under shall be applicable. All matter relating to this contract are subject to the exclusive jurisdiction of the court situated in the state of the Owner as specified in the BDS/SCC.

Above mentioned Arbitration clause will be applicable for the Disputes where the amount of claim is less than or equal to INR 1Crore (Indian Rupees One Crore only). For the cases of disputes where the amount of claim is more than INR 1 Crore (Indian Rupees One Crore), such disputes will be settled through commercial Courts established under the Commercial Courts, Commercial Division and Commercial Appellate divisions of High Courts act, 2015. Before going to the commercial court for settlement, such disputes be first referred to conciliation for settlement and in case of failure in conciliation, disputes be referred to the commercial courts for adjudication. In cases of funded packages, the aforesaid changes shall be implemented after concurrence of the funding agency.

FOR THE SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER THE ARBITRATION SHALL BE AS FOLLOWS:

In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government.

If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Secretary, Department of Legal Affairs ("Law Secretary") in terms of the Office Memorandum No.55/3/1/75-CF, dated the 19th December 1975 issued by the Cabinet Secretariat (Department of Cabinet Affairs), as modified from time to time.

The Arbitration Act 1940 (10 of 1940) shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon parties to the dispute. Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively.

101. Jurisdiction

- 101.1 The Contract shall be governed by and constructed according to the laws in force in INDIA. The Contractor hereby submits to the jurisdiction of the Courts situated at **"State of the Owner of the Project as defined in the BDS/SCC"** for the purposes of disputes, actions and proceedings arising out of the Contract, the courts at **"State of the Owner of the Project"** only will have the jurisdiction to hear and decide such disputed, actions and proceedings.

[J] SAFETY CODES

102. General

- 102.1 Contractor shall adhere to safe construction practice and guard against hazardous, and unsafe working conditions and shall comply with Safety rules as set forth herein.

Any hazardous material used during construction or used as part of the plant has to be taken back by the supplier for recycling or dumping purpose after its operating / working life, so that it may not affect the environment or any living being. Contractor have to comply with State Pollution Board regulation.

103. Safety Regulations

103.1 i) In respect of all labour, directly employed in the Work for the performance of Contractor's part of this agreement, the Contractor shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable.

ii) The Contractor shall observe and abide by all fire and safety regulations of the Owner. Before starting construction, Contractor shall consult with Owner's safety Engineers or Engineer-in-Charge/Project Manager and must make good to the satisfaction of the Employer/ Owner any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the Employer's/Owner's existing property.

104. First Aid and Industrial Injuries

104.1 i) Contractor shall maintain first aid facilities for its employees and those of its Sub-Contractor.

ii) Contractor shall make arrangements for Ambulance Service, on requirement basis and for the treatment of industrial injuries. Names of those providing these services shall be furnished to Employer/ Owner prior to start of construction and their telephone numbers shall be prominently posted in Contractor's Site Office.

ii) All critical industrial injuries shall be reported promptly to Employer/ Owner, and a copy of Contractor's report covering each personal injury requiring the attention of a physician shall be furnished to the Employer/ Owner.

105. General Rules

105.1 Site is a Nonsmoking zone area. Hence, Smoking within the battery area is strictly prohibited.

106. Contractor's Barricades

106.1 i) Contractor shall erect and maintain barricades required in connection with his operation to guard or protect: -

- a) Excavations
- b) Hoisting Areas.
- c) Areas adjudged hazardous by Contractor's or Employer's/ Owner's inspectors.
- d) Employer's/ Owner's existing property subject to damage by Contractor's Operations.
- e) Rail Road unloading spots

ii) Contractor's employees and those of his Sub-Contractor's shall become acquainted with Employer's/ Owner's barricading practice and shall respect the provisions thereof.

iii) Barricades and hazardous areas adjacent to, but not located in normal routes of travel shall be marked by red flasher lanterns at nights.

107. Working at Height

15 kWp Solar PV Power Plant Project with 50 kWh Lithium Titanium Oxide BESS	<u>Tender No</u> SECI/C&P/SIACHEN/072019	GCC Page 67 of 71	<u>Signature of</u> <u>Bidder</u>
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107.1 i) Scaffolding or staging more than 4 meters above the ground or floor, swing suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise retarded at least one 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.

ii) Working platform, gangway and stairway should be so constructed that they should not sag unduly or unequally and if the height of platform of the gangway or the stairway is more than 4 meters above the ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as in ii) above.

iii) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing of railing whose minimum heights shall be 1 meter.

iv) While working at the substation and for construction of transmission line Towers and their subsequent maintenance, experienced manpower should be deployed with appropriate protection Equipments, such as insulating gloves, fall arrestor etc.

108. Excavation and Trenching

108.1 All trenches 1.5 Meters or more in depth, shall at all times be supplied with at least one ladder for each 50 Meters length or fraction thereof. Ladder shall be extended from bottom of the trenches to at least 1 meter above the surface of the ground. The sides of the trenches which are 1.5 Meters in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 Meters of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under-cutting shall be done.

109. Demolition/ General Safety

109.1 i) Before any demolition work is commenced and also during the progress of the demolition 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 shall remain electrically charged.

c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

ii) All necessary personal safety equipment as considered adequate should be kept available for the use of the persons employed on the Site and maintained in 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 shall be provided with protective footwear and protective gloves.

b) Those engaged in white washing and mixing or stacking or cement bags or any material which are injurious to the eyes be provided with protective goggles.

c) Those engaged in welding and cutting works shall be provided with protective face & eye shield, hand gloves, etc.

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 the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or board to prevent accident to the 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. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.

1) No paint containing lead or lead product shall be used except in the form of paste or readymade paint.

2) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

3) Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash them during and on cessation of work.

iii) When the work is done near any place where there is risk of drowning, all necessary safety equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

iv) Use of hoisting machines and tackles including their attachments, anchorage and supports shall conform to the following standards or conditions:

a) These shall be of good mechanical construction, sound materials and adequate strength and free from latent defect and shall be kept in good working order.

b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.

c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding, winch or give signals to the operator.

d) In case of every hoisting machine and of every chain ring hook, shackle, swivel, and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gears referred to above shall be plainly marked with the safe working load of the conditions under which it is applicable and the same shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.

e) As regards Contractor's machines, the Contractor shall notify the safe working load of the machine to the Engineer-in-Charge/Project Manager whenever he brings any machinery to Site of Work and get it verified by the Engineer concerned.

v) Motors, gears, transmission lines, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as to reduce to minimum the accidental descent of the load, adequate precautions should

be taken to reduce the minimum risk of any part or parts of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves, and boots as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

vi) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffolds, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

vii) These safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work-spot. The person responsible for compliance of the safety code shall be named therein by the Contractor.

viii) To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the Contractor shall be open to inspection by the Engineer-in-Charge/Project Manager or safety Engineer of the Owner.

ix) Notwithstanding the above clauses there is nothing in these to exempt the Contractor for the operations of any other Act or rules in force in the Republic of India. The work throughout including any temporary works shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpath at the site or in the vicinity thereto or any existing works whether the property of the Administration or of a third party.

In addition to the above, the Contractor shall abide by the safety code provision as per C.P.W.D. Safety code and Indian Standard Safety Code from time to time.

110. Care in Handling Inflammable Gas

110.1 The Contractor has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinder/ inflammable liquids/ paints etc. as required under the law and/ or as advised by the fire Authorities of the Owner or Administration.

111. Temporary Combustible Structures

111.1 Temporary combustible structures will not be built near or around work site.

112. Precautions against Fire

112.1 The Contractor will have to provide portable Fire Extinguishers, Fire Buckets and drums at worksite as per specifications & standards. They will have to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders/ inflammable liquid/ paints etc. as advised by Engineer-in-Charge/Project Manager. Temporary combustible structure will not be built near or around the work-site.

113. Explosives

113.1 Explosives shall not be stored or used on the Work or on the Site by the Contractor without the permission of the Engineer-in-Charge/Project Manager in writing and then only in the manner and to the extent to which such permission is given. When explosives are required for the Work they will be stored in a special magazine to be provided at the cost of the Contractor in accordance with the Explosives Rules. The Contractor shall obtain the necessary license for the storage and the use of explosives and all operations in which or for which explosives are employed shall be at sole risk and responsibility of the Contractor and the Contractor shall indemnify the Employer/Owner against any

loss or damage resulting directly or indirectly therefrom. Only licensed persons shall be engaged for handling and working with explosives.

114. Preservation of Place

- 114.1 The Contractor shall take requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by or amongst his worker and others employed or the works and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the Work. In the event of the Owner requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the Contractor and if paid by the Owner shall be recoverable from the Contractor.

115. Outbreak of Infectious Diseases

- 115.1 The Contractor shall remove from his camp such labour and their facilities who refuse protective inoculation and vaccination when called upon to do. Should Cholera, Plague or other infectious diseases break out the Contractor shall burn the huts, beddings, clothes and other belongings or used by the infected parties and promptly erect new huts on healthy sites as failing which the work may be done by the Owner and the cost thereof recovered from the Contractor.

116. Use of Intoxicants

- 116.1 The unauthorized sale of spirits or other intoxicants, beverages upon the work in any of the buildings, encampments or tenements owned, occupied by or within the control of the Contractor or any of his employee is forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

In addition to the above, the Contractor shall abide by the safety code provision as per C.P.W.D. safety code, Indian Standard Code & OHSAS 18001 framed from time to time.



SECTION - V

SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Wherever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding Clause number(s) of the GCC is/ are indicated in parentheses.

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
1.	Definitions (Clause No. 1)	The Executing Agency/Employer is: Solar Energy Corporation of India Limited, D - 3, 1 st Floor, Wing - A, Prius Platinum Building, District Centre Saket, New Delhi - 110 017 Kind Attn.: General Manager (C & P) / Manager (C & P) Telephone Nos.: - 0091-(0)11-71989256/ 71989290 Fax No.: - 0091-(0)11-71989243 E-mail: - contracts@seci.co.in The Owner is: Ministry of New and Renewable Energy (MNRE), Block No 14, CGO Complex, Lodhi Road, New Delhi Kind Attn.: Dr. Rajesh Kumar – Scientist 'F' Telephone Nos.: - 011-24361031 E mail: rajesh.mnre@gov.in
2.		The Engineer-in-Charge is: "To be nominated"
3.		Time for Completion is: <u>12 (Twelve) Months</u> from the date of issuance of NOA/ LOI/ LOA as detailed below in Table No. 3.1. Further Contractor is also to provide Annual Maintenance Contract of Solar Photo Voltaic Plant for a period of 05 (five) years from the date of Final Acceptance of the solar Plant.

Table No. 3.1

S. No.	Stage	Reference from D
3.1.1	Issue of NOA/ LOI/ LOA	Zero Date (D)
3.1.2	Detailed Engineering Design and Drawing Approvals & Procurement Planning and Approval	D + 2 Months

3.1.3	Completion of supply of major equipment like SPV Modules (including structure for the above), Power Conditioning Units, transformers etc.	D + 4 Months
3.1.4	Installation of all Major Equipment	D + 4 Months
3.1.5	Interconnection of all Major Equipments and Completion of Installation	D + 2 Months
3.1.6	Completion, Testing and Pre-Commissioning of Solar PV Power Plant	
3.1.7	Commissioning of Plant along with Completion of Facilities in line with Technical/ Functional/ Final Acceptance Requirement stated under this Tender Document along with Final acceptance as mentioned in the SCC	<u>D + 12 Months</u>

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
4.	Location of Site (Clause No. 2.1.a)	<p>The Location of Site is:</p> <p>The Off-Grid Connected Solar PV Power Plant shall be installed at the designated land location of Kumar Post of Indian Army, Siachen, Leh region, J&K.</p> <p>The contractor has to suitably plan the layout of the Plant including shadow analysis for optimum utilization of Space and the structural analysis. For actual distance/ routing of cables & evacuation, Bidders are advised to visit the site. The allocated land will be handed over to the Contractor by the Indian army.</p> <p>The project sites are within the Mountain Climatic Zone, hence the contractor shall strictly follow proper care, work permit & safety system. (Refer Section-VII for the Project site layout)</p>
5.	New Clause (Notice of Operation)	<p>The Contractor shall not carry out important operation without the consent in writing of the Executing Agency/Owner or his representative. For carrying out such important activity, the Contractor shall intimate to the Executing Agency/Owner at least 72 hours before starting of the job.</p>
		<p>Against EPC/ LSTK Contract & AMC of the project, within 30 (Thirty) days from the issuance of the Notification of Award/ Letter of Intent/ Letter of Allocation from Executing Agency/Employer/ Owner, the successful bidder shall furnish an unconditional and irrevocable Contract Performance Security as below. The Contract Performance Security shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee and shall be in the currency of the Contract and will be issued in the name of the Employer/Executing Agency as “Solar Energy Corporation of India Limited”</p>

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
6.	New Clause (Contract Performance Security)	<p>The Contract Performance Security against this Contract need to be furnished in 02 (Two) different stages as mentioned below: -</p> <ol style="list-style-type: none"> 1. First Stage (Supply and Services): The value of the Contract Performance Security shall be 10% of the Contract Value (i.e., total sum of the Supply Contract & Service Contract) and will remain valid 90 (Ninety) days beyond half of the prescribed O & M Period, i.e. 2.5 (Two and half) Years. Henceforth, 10% Contract Performance Security needs to be furnished for the first 2.5 (Two and half) Years of the O & M period. 2. Second Stage (AMC): The Performance security shall be furnished 30 days prior to completion of first 2.5 years of AMC and value of the Contract Performance Security shall be 5% of the Contract Value (i.e., total sum of the Supply Contract & Service Contract) and will remain valid 90 (Ninety) days beyond the balance O & M Period, i.e. 2.5 (Two and half). Henceforth, 5% Contract Performance Security needs to be furnished for the last 2.5 (Two and half) of the O & M period. 3. Contractor needs to furnish the revised Contract Performance Security amounting 5% of the total Contract Value as mentioned above within the validity period of the Contract Performance Security submitted at First Stage. 4. In case the Contractor fails to furnish the Contract Performance Security mentioned under the Second Stage within the indicated time period as mentioned above under point no. 3, Executing Agency/ Owner at their sole discretion will forfeit the Contract Performance Security furnished at First Stage. 5. The Contract Performance Security shall be towards faithful performance of the contractual obligations and performance of equipment. 6. In case of any default or failure of the Contractor to comply with the requirements of any of the Obligations covered under this Tender Document and/ or Contract Agreement shall constitute sufficient grounds for forfeiture of the entire Contract Performance Security. 7. Further, any delay beyond 30 (Thirty) days shall attract interest @ 1.25% per month on the total Contract Performance Security amount, calculated on pro-rata basis accordingly. Executing Agency/ Owner at its sole discretion may cancel the Contract Agreement/ NOA/ LOI/ LOA & forfeit 100% of EMD, in case Contract Performance Security is not submitted within 40 (Forty) days from issuance of NOA/ LOI/ LOA. However, total project completion period shall remain same. Part Security shall not be accepted.

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
		<p>8. Rest of the standard Performance Security clauses will prevail as per ITB clause 38</p> <p>Contract Performance Security submitted shall be released to the Contractor without any interest not later than 75 (Seventy-Five) days after the successful completion of the complete AMC period (05 Years) subject to the approval and acceptance of the AMC period deliverables by the Engineer in charge/Technical Team.</p>
7.	New Clause (Performance Measurement Procedure)	The Plant performance will be evaluated as defined under Section VII, Scope of Work and Technical Specifications, "Final Acceptance"
8.	New Clause (Compensation for Final Acceptance and AMC deviations)	<ol style="list-style-type: none"> 1. In case the Project fails to generate any power continuously for 1 month any time during the AMC period, apart from the force majeure and grid outages as certified by competent authority from Indian Army, it shall be considered as "an event of default". In the case of default the entire Contract Performance Security will be forfeited. 2. Penalty during AMC period against breakdown of other Infrastructure of Solar Power Plant which doesn't affect the generation of power, directly such as but not limited to civil infrastructure, water supply system/network, other Infrastructure developed by the Contractor as a Scope of Work for the Project (Section-VII: Scope of Works & Technical Specifications) shall be penalised @ Rs.1000/day, per incident of breakdown reported and fixation beyond 07 (Seven Days) of such reporting and fixation. Cumulative value of such penalty shall be limited to 50% of yearly AMC cost. 3. The Penalty specified on account of delays, as specified in Liquidated Damages and Penalty specified on account of deviations in Functional Guarantees as above shall be assessed independent of each other. Above mentioned Penalties specified under this clause of SCC are independent of each other.
9.	New Clause (Award of Contract)	<p>Employer shall issue separate Orders (NOA/ LOI/ LOA) for different components of the contract i.e.,</p> <p>(i) First Contract (Supply and Services): FOR destination basis Supply including Transportation for delivery up to Base camp and Insurance of all Equipment and materials including mandatory spares and any other supplies specified in the Contract Documents & providing all services i.e., including Unloading, Storage, Handling at Site, Civil Works, Erection, Installation, Testing and Commissioning including Final</p>

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
		<p>Acceptance in respect of all the Equipment supplied under the scope of Supply and any other services specified in the Contract Documents..</p> <p>(ii) Second Contract (AMC): For providing Comprehensive Annual Maintenance Contract of the Solar PV plant for 05 (Five) years from the date of commissioning or Final Acceptance, whichever is later, as detailed in technical specification including supply and storage of all spare parts, consumables, repairs/ replacement of any defective equipment etc.</p> <p>Both contracts will contain a cross fall breach clause specifying that breach of one will constitute breach of the other</p>
10.	New Clause (Payment Terms)	<p>A. The payment for the First Contract (related to Lump sum Supply Portion) shall be made as per the following terms and conditions:</p> <p>i) Interest bearing adjustable initial advance (OPTIONAL) of 10% of the Contract Value (i.e., total sum of all the Supply Contract) shall be released to successful bidder upon receipt of unconditional acceptance of NOA/ LOI/ LOA, detailed Performa invoice of contractor and against submission of unconditional & irrevocable Advance Bank Guarantee (ABG) with a validity period up to date of final commissioning total amounting to 110% of total advance amount. The ABG needs to be submitted in addition to the Contract Performance Security. The annual interest rate shall be calculated based on SBI one year MCLR as applicable.</p> <p>ii) Seventy percent (70%) payments shall be paid on Pro rata basis against supply, receipt and acceptance of Materials at site on submission of documents (except Advance Bank Guarantee) indicated under clause i) above, Contractor's detailed invoice & packing list identifying contents of each shipment, evidence of dispatch (GR/ LR copy), Manufacturer's/ Contractor's Guarantee certificate of Quality, submission of the certificate by the Executing Agency's authorized representative that the item(s) have been received and MDCC (Material Dispatch Clearance Certificate) issued by Executing Agency's authorized representative in original.</p> <p>(a) If Successful Bidder has opted for advance then, Ten percent (10%) (full amount of advance) shall be adjusted while making payments of this installment. Also, up-to-date accrued interest shall also be recovered.</p> <p>(iii) Twenty percent (20%) payments shall be paid against successful erection, testing and commissioning of materials at site and Final Acceptance of the Facility including submission of all as-built drawings and documents.</p>

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
		<p>(iv) Final Ten percent (10%) payment of Supplies shall be paid on completion of first year of AMC of the Facility pursuant to submission of all requisite documentation. However, this Payment may also be released after submission of all requisite documentation on the submission of Bank Guarantee of equivalent amount. The BG shall be valid up to successful first year of Operation. However, in case of delay, the BG shall be extended suitably.</p> <p>B. Now, For the First Contract Second Part (related to Services Part), the payment shall be made as detailed below. No Initial Advance Payment shall be made against Second Contract related to Service Part.</p> <p>i) For the First Portion of the Services Part of First Contract (i.e. Freight and Insurance), the payment shall be made in line with First Contract (Supply related) without releasing any initial advance.</p> <p>ii) For the Second Portion of the Services Part of First Contract (i.e. Erection, Testing and Commissioning Portion), the payment shall be made as detailed below: -</p> <p>(a) Eighty Percent (80%) of the total price of Design, Engineering, Erection, Testing and Commissioning shall be paid on pro-rata basis on completion of installation of equipment on certification by the Engineer-In-Charge/ Project Manager for the quantum of work completed after successful clearance of quality check points involved in the quantum of work billed.</p> <p>(b) Ten Percent (10%) of the total price of Design, Engineering, Erection, Testing and Commissioning shall be paid on Final Acceptance of the Facility pursuant to successful integration with existing internal grid system .</p> <p>(c) Final Ten percent (10%) payments shall be paid after first year of AMC of the Facility pursuant to submission of all requisite documentation. However, this Payment may also be released after successful submission of all requisite documentation on the submission of Bank Guarantee of equivalent amount. The BG shall be valid up to first year of Operation. However, in case of delay, the BG shall be extended suitably.</p> <p>ii) For the Third Portion of the Services Part of First Contract (i.e. Civil & Allied Works), the payment shall be made as detailed below:</p> <p>(a) Eighty Percent (80%) of the total price of Civil Works shall be paid progressively on certification by the Project Manager/ Engineer In - Charge for the quantum of work completed/ Milestones achieved after successful clearance of quality check points involved in the quantum of work.</p>

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
		<p>(b) Ten Percent (10%) of the total price of Civil Works shall be paid on completion of all the civil works including finishing and debris removal.</p> <p>(c) Final Ten (10%) of the total price of Civil Works shall be paid after first year of AMC of the Facility pursuant to completion of all the civil works including finishing and debris removal. However, this Payment may also be released after completion of all the civil works including finishing and debris removal on submission of Bank Guarantee of equivalent amount. The BG shall be valid up to first year of Operation. However, in case of delay, the BG shall be extended suitably.</p> <p>C. For the Second Contract (related to Annual Maintenance Contract), the payment shall be made as detailed below: -</p> <p>(a) Against successful Annual Maintenance Contract Period of the Facility on quarterly basis at the end of every quarter for each year till 05 (five) years. The AMC of the plant will commence from the date of Fial Acceptance/Commercial Operations Date of the facility.</p> <p>(i) Year 1 : AMC -1 (ii) Year 2 : AMC -2 (iii) Year 3 : AMC -3 (iv) Year 4 : AMC -4 (v) Year 5 : AMC -5</p> <p>D. All the payment shall be released from Employer/Executing Agency Head Office, Solar Energy Corporation of India Limited, Wing-A, D-3, Prius platinum Building, District Center, Saket, New Delhi-110017 (on behalf of Owner), upon submission of Original Documents as mentioned against each Payment Milestones, Joint Commissioning and Handing Over Certificate duly certified by the authorized representative of Executing Agency.</p>

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
11.	New Clause (Starting of Works)	<p>The date of issue of Notification of Award (NOA) shall be treated as the Zero day for the start of work & there by Contract Timeline. The Contractor shall be required to start the work within 15 (fifteen) days from the date of issue of Notification of Award (NOA) and shall thereof, report to the Project Manager/ Engineer-in-charge accordingly. During these 15 days following things are to be accomplished;</p> <p>(a) PM/ EIC at its own discretion may call a kick-off meeting, where broader guidelines of EPC shall be discussed.</p> <p>(b) Contractor's representative from Procurement, design, Project Execution team shall participate in this meeting & submit their Plan with respect to EPC works.</p> <p>(c) Contractor shall submit the baseline schedule of Project activities within 15 days from the date of NOA</p> <p>(d) Communication Protocol for Project coordination to be frozen by the PM/EIC, within this timeline Contractor must identify & communicate the details of their nodal persons for Procurement, Design & Execution.</p>
12.	New Clause (Handing Over – Taking Over)	<p>The work shall be taken over by the Owner upon successful completion of all tasks to be performed at Site(s) on equipment supplied, installed, erected and commissioned by the Contractor in accordance with provision of Tender Document. During handing over complete project work, the Contractor shall submit the following for considering final payment:</p> <p>(a) All as- Built Drawings and documents as per the contract coordination procedure set out for the successful completion of the project.</p> <p>(b) Detailed Engineering Document with detailed specification, schematic drawing, circuit drawing, cable routing plans and test results, manuals for all deliverable items, Operation, Maintenance & Safety Instruction Manual and other information about the project.</p> <p>(c) Bill of material.</p> <p>(d) Inventory of recommended and mandatory spares at project Site.</p> <p>(e) Immediately after taking over of complete facilities (s), the same will be handed over to the Contractor for Annual Maintenance Contract for a period of as mentioned in the bidding document.</p>



SECTION - VI

SAMPLE FORMS & FORMATS

Preamble

This Section (Section - VI) of the Bidding Documents [named as Sample Forms and Procedures (FP)] provides proforma to be used by the bidders at the time of their bid preparation and by the Contractor subsequent to the award of Contract.

The Bidder shall complete, sign and submit with its bid the relevant FORMS to be used unamended, in accordance with the requirements included in the Bidding Documents.

The Bidder shall provide the EMD, in the form included hereafter acceptable to the Executing Agency, pursuant to the provisions in the instructions to Bidders.

The Performance Security (ies) and Bank Guarantee for Advance Payment forms should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide the Performance Security(ies) and Bank Guarantee for Advance Payment, according to one of the forms indicated herein acceptable to the Executing Agency and pursuant to the provisions of the General and Special Conditions of Contract, respectively.

Depending on specific facts and circumstances related to the Bid/ Tender and the contract, the text of the Forms herein may need to be modified to some extent. The Executing Agency reserves the right to make such modifications in conformity with such specific facts and circumstances and rectify and consequent discrepancies, if any. However, modifications, if any, to the text of the Forms that may be required in the opinion of the Bidder/ Contractor shall be effected only if the same is approved by the Executing Agency. The Executing Agency's decision in this regard shall be final and binding.

<u>LIST OF FORMS & FORMAT</u>	
Form No.	Description
F-0	COVERING LETTER
F-1	BIDDER'S GENERAL INFORMATION
F-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT (EMD)"
F-6	NO DEVIATION CONFIRMATION
F-7	DECLARATION REGARDING BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.
F-9	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY"
F-13	BIDDER'S EXPERIENCE
F-16	FORMAT OF CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-17	FORMAT FOR JOINT VENTURE AGREEMENT
F-17A	FORMAT FOR POWER OF ATTORNEY FOR JOINT VENTURE AGREEMENT
F-18	FORMAT FOR CONSORTIUM AGREEMENT
F-18A	FORMAT FOR POWER OF ATTORNEY FOR CONSORTIUM AGREEMENT
F-19	E-BANKING FORMAT
F-20	PROFORMA OF "BANK GUARANTEE" FOR "ADVANCE PAYMENT"
F-22	LIST OF BANKS
F-23	SHAREHOLDING CERTIFICATE
F-24	POWER OF ATTORNEY FOR BIDDING COMPANY
F-25	Standard format for E-payment

Form F-0

COVERING LETTER

(The Covering Letter should be submitted on the Letter Head of the Bidding Company)

Ref.No. _____

Date: _____

From: _____ (Insert name and address of Bidding Company)

Tel.#: _____

Fax#: _____

E-mail address# _____

To

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Prius Platinum Building
District Centre, Saket, New Delhi - 110 017

Sub: Bid for "Tender for Design, Engineering, Supply, Construction, Erection, Testing, Commissioning including 05 Years Plant AMC of 15 kWp Solar PV Power Plant with 50 kWh Lithium Titanium Oxide BESS at Siachen in Leh district of J&K"

Dear Sir / Madam,

1. We, the undersigned.....[insert name of the 'Bidder'] having read, examined and understood in detail the tender Document for "Tender for Design, Engineering, Supply, Construction, Erection, Testing, Commissioning including 05 Years Plant AMC of 15 kWp Solar PV Power Plant with Lithium Titanium Oxide BESS at Siachen, Leh district of J&K" hereby submit our Bid comprising of Techno Commercial Bid and Price Bid. We confirm that neither we nor any of our Parent Company/ Affiliat / Ultimate Parent Company has submitted Bid other than this Bid directly or indirectly in response to the aforesaid tender.
2. We give our unconditional acceptance to the tender, dated..... and tender documents attached thereto, issued by Solar Energy Corporation of India Limited, as amended. As a token of our acceptance to the tender documents, the same have been initialled by us and enclosed to the Bid. We shall ensure that we execute such tender documents as per the provisions of the tender and provisions of such tender documents shall be binding on us.
3. Bid Capacity

We have bid for the capacity of 15 kWp with 50 kWh Lithium Titanium Oxide Battery Energy Syorage System (BESS).

4. Bid Processing Fees

We have enclosed a Bid Processing Fees of INR..... (*Insert Amount*), in the form of Demand Draft/ Banker's Cheque no..... (*Insert reference of the DD/ Banker's Cheque*) dated..... (*Insert date of DD/ banker's cheque*) from (*Insert name of Bank providing DD/ banker's cheque*) and valid up to and including in terms of Clause of this tender.

5. Earnest Money Deposit

We have enclosed an Earnest Money Deposit of INR..... (*Insert Amount*), in the form of bank guarantee no..... (*Insert reference of the bank guarantee*) dated..... (*Insert date of bank guarantee*) as per Format F-4 from (*Insert name of Bank providing BG*) and valid up to and including in terms of Clause of this tender. The offered quantum of power by us is ____ kWp. (*Insert total capacity offered*).

6. We have submitted our Price Bid strictly as per this tender, without any deviations, conditions and without mentioning any assumptions or notes for the Price Bid in the said format(s).

7. In case we are a Successful Bidder, we shall furnish a declaration at the time of commissioning of the Project to the effect that neither we have availed nor we shall avail in future any Incentive other than received from SECI for implementation of the project.

8. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by Solar Energy Corporation of India Limited in respect of any matter regarding or arising out of the tender shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to execution of projects of capacity offered by us.

9. Familiarity with Relevant Indian Laws & Regulations

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the tender documents, in the event of our selection as Successful Bidder. We further undertake and agree that all such factors as mentioned in tender have been fully examined and considered while submitting the Bid.

10. Contact Person

Details of the contact person are furnished as under:

Name :

Designation :

Company :

Address :

Phone Nos. :

Fax Nos. :

E-mail address :

11. We are enclosing herewith the Envelope-I (Covering Letter, Processing Fees, EMD etc through Offline and Online, Techno-Commercial documents through online as per clause no. 11.I of Section - II, ITB) and Envelope II (Price Bids) (through online) containing duly signed formats, each one duly sealed separately, in one original as desired by you in the tender for your consideration as per clause no. 11.0 of Section - II, ITB.

It is confirmed that our Bid is consistent with all the requirements of submission as stated in the tender and subsequent communications from Solar Energy Corporation of India Limited. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the tender and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period as specified in **BDS {180 (One Hundred and Eighty Days)} from the date of opening of "Techno-Commercial/ Un-priced Bid (Envelope-I)"**. We confirm that we have not taken any deviation so as to be deemed non-responsive.

Dated the _____ day of _____, 20....

Thanking you,

We remain,

Yours faithfully,

Name, Designation and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration. Copy of Power of Attorney/ Board Resolution/ Declaration should be enclosed along with Covering Letter.

Form F-1

BIDDER'S GENERAL INFORMATION

(To be submitted on the Letter Head of the Bidding Company)

Sr. No.	Description	Remarks
1	Name of the Bidder (Incase of JV/ Consortium, name of all the members to be indicated and lead member to be identified)	
2	Status of the Firm	
3	Mailing Address of Registered Office	
4	Mailing Address of Operation Office	
5	E-mail	
6	Web site	
7	Authorized Contact Person(s) with Name, Designation, Address and Mobile Phone No., E-mail address / Fax No. to whom all references shall be made	
8	Year of Incorporation	
9	Number of Years in Operation	
10	ISO Certification Yes/No	
11	Name of the Banker	
12	Branch Details of Bank	
13	Type of Account with Account Number	
14	IFSC Code	
15	Permanent Account Number (PAN) of the Bidder	(Copy of PAN Card to be enclosed)
16	Whether the bidder/company is having any conflict of interest from participating in the proposed empanelment	Yes or No :
17	GST ID (Proof to be submitted – GST No acknowledgement OR Email from Gol)	
18	GSTN Address	

Sr. No.	Description	Remarks
---------	-------------	---------

19	PF Registration Number with Details	(Copy of Registration to be enclosed)
20	ESI Registration Number with Details	(Copy of Registration to be enclosed)
21	Have the Bidder/ Company ever been debarred by any Govt. Dept./ Undertaking for undertaking any work	Yes/No (If answer is YES, please provide details)
22	Reference of any document information attached by the Bidder other than specified in the tender.	
23	Whether the Bidder wishes to form a Project Company for execution of work	Yes/No
24	Whether Bidder is under any liquidation court receivership or similar proceedings	Yes/No
25	Bidding company is listed in India	Yes/No
26	Whether company is MSME as on the bidding date	Yes/No

(Signature of Authorized Signatory)

With Stamp

Form F-4

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Ref. _____

Bank Guarantee No. _____

Date: _____

In consideration of the -----[Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to NIT inter alia for selection of the Project in response to the NIT No. _____ dated ____ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the NIT of[insert the name of the Bidder] as per the terms of the NIT, the _____ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of SECI] forthwith on demand in writing from SECI or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees -----[Insert amount]only, on behalf of M/s. _____ [Insert name of the Bidder] .

This guarantee shall be valid and binding on this Bank up to and including _____ [insert date of validity in accordance with NIT] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only). Our Guarantee shall remain in force until _____ [insert date of validity in accordance with NIT]. SECI shall be entitled to invoke this Guarantee till _____ [Insert date which is 30 days after the date in the preceding sentence].

The Guarantor Bank hereby agrees and acknowledges that the SECI shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to SECI.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [Insert name of the Bidder] and/or any other person.

The Guarantor Bank shall not require SECI to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly SECI shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Any Bank Guarantee or amendment to be submitted as part of the bidding process / contract execution, shall be effective only when the BG issuance or amendment message is transmitted by the Issuing Bank through SFMS to IDFC FIRST Bank IFSC IDFB0020101 and written confirmation to that effect is issued by Bank of Beneficiary.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until _____ [Date to be inserted on the basis of this NIT] with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For

_____ [Insert Name of the Bank] _____

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Bank Contact Details & E Mail ID is to be provided

Form F-6

NO DEVIATION CONFIRMATION
(To be submitted on the Letter Head of the Bidding Company)

Ref.No. _____

Date: _____

From: _____ (Insert name and address of Bidding Company)

Tel.#: _____

Fax#: _____

E-mail address# _____

To

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Prius Platinum Building
District Centre, Saket, New Delhi - 110 017

Sub: Bid for “Tender for Design, Engineering, Supply, Construction, Erection, Testing, Commissioning including 05 Years Plant AMC of 15 kWp Solar PV Power Plant with 50 kWh Lithium Titanium Oxide BESS at Siachen, Leh district of J&K”.

Dear Sir / Madam,

We understand that any 'deviation/ exception' in any form may result in rejection of bid. We, therefore, Certify that we have not taken any 'exception/ deviation' anywhere in the bid and we agree that if any 'Deviation/ exception' is mentioned or noticed, our bid may be rejected.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

Form F-7

**DECLARATION REGARDING BANNING, LIQUIDATION,
COURT RECEIVERSHIP ETC.**

(To be submitted on the Letter Head of the Bidding Company)

Ref.No. _____

Date: _____

From: _____ (Insert name and address of Bidding Company)

Tel.#: _____

Fax#: _____

E-mail address# _____

To

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Prius Platinum Building
District Centre, Saket, New Delhi - 110 017

Sub: Bid for “Tender for Design, Engineering, Supply, Construction, Erection, Testing, Commissioning including 05 Years Plant AMC of 15 kWp Solar PV Power Plant with 50 kWh Lithium Titanium Oxide BESS at Siachen, Leh district of J&K ”.

Dear Sir / Madam,

We hereby confirm that we are not on Banning List by Executing Agency/ Owner or Public Sector Project Management Consultant due to “poor performance” or “corrupt and fraudulent practices” or any other reason or banned by Government department/ Public Sector on due date of submission of bid.

Further, we confirm that neither we nor our allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of Executing Agency/ Owner or the Ministry of New & Renewable Energy.

We also confirm that we are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.

In case it comes to the notice of Executing Agency/ Owner that we have given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to Executing Agency/ Owner by us.

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:

Form F-9

**PROFORMA OF BANK GUARANTEE FOR CONTRACT
PERFORMANCE SECURITY**

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value should be in the name of the issuing Bank)

Bank Guarantee No.:

Date:

NOA/ Contract No.....

..... *[Name of Contract]*

To:

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Prius Platinum Building
District Centre, Saket, New Delhi - 110 017

Dear Sir / Madam,

We refer to the Contract ("the Contract")

signed on*(insert date of the Contract)* between you and M/s *(Name of Contractor)*

(or)

vide notification of award issued on *(insert date of the notification of award)* by you to M/s *(Name of Contractor)* having its Principal place of business at *(Address of Contractor)* and Registered Office at *(Registered address of Contractor)* ("the Contractor") concerning *(Indicate brief scope of work)* for the complete execution of the *(insert name of Package alongwith name of the Project)*

By this Bank Guarantee, we, the undersigned, *(insert name & address of the issuing bank)*, a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/Head Office at *(insert address of registered office of the bank)* do hereby irrevocably guarantee payment to you up to i.e., ten percent (10%) of the Contract Price until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of *(dd/mm/yy)*.

We undertake to make payment under this Bank Guarantee upon receipt by us of your first written demand signed by your duly authorized officer or authorized officer of the Executing Agency/Owner declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

Our liability under this Bank Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Bank Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Bank Guarantee shall remain in full force and shall be valid from the date of issuance until ninety (90) days beyond the Defect Liability Period of the Facilities i.e. upto and inclusive of (dd/mm/yy) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s Solar Energy Corporation of India Limited on whose behalf this Bank Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Bank Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

Any Bank Guarantee or amendment to be submitted as part of the bidding process / contract execution, shall be effective only when the BG issuance or amendment message is transmitted by the Issuing Bank through SFMS to IDFC FIRST Bank IFSC IDFB0020101 and written confirmation to that effect is issued by Bank of Beneficiary.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (value in figures) _____ [_____ (value in words) _____].
2. This Bank Guarantee shall be valid upto _____ (validity date) _____.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (validity date) _____."

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature _____

Name _____

Designation_____

POA Number_____

Contact Number(s): Tel._____ Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____ Mobile_____

email _____

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

"This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded."

Form F-13

BIDDER'S EXPERIENCE

(To be submitted on the Letter Head of the Bidding Company)

Ref.No. _____

Date: _____

From: _____ (Insert name and address of Bidding Company)

Tel.#: _____

Fax#: _____

E-mail address# _____

To

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Prius Platinum Building
District Centre, Saket, New Delhi - 110 017

Sub: Bid for "Tender for Design, Engineering, Supply, Construction, Erection, Testing, Commissioning including 05 Years Plant AMC of 15 kWp Solar PV Power Plant with 50 kWh Lithium Titanium Oxide BESS at Siachen, Leh district of J&K".

Dear Sir / Madam,

Sl. No	Description of the Services	LOA /WO No. and date	Full Address & postal phone nos. of Client. Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)	Value of Contract/ Order (Specify Currency Amount)	Date of Commencement of Services	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal

Form F-16

**FORMAT OF CHARTERED ACCOUNTANT CERTIFICATE
FOR FINANCIAL CAPABILITY OF THE BIDDER**

(To be submitted on the Letter Head of the Chartered Accountant)

Ref.No. _____

Date: _____

To

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Prius Platinum Building
District Centre, Saket, New Delhi - 110 017

Sub: Bid for “Tender for Design, Engineering, Supply, Construction, Erection, Testing, Commissioning including 05 Years Plant AMC of 15 kWp Solar PV Power Plant with 50 kWh Lithium Titanium Oxide BESS at Siachen, Leh district of J&K ”.

Dear Sir / Madam,

We have verified the Annual Accounts and other relevant records of M/s..... (Name of the bidder) and certify the following

Further, we certify that the Financially Evaluated Entity (ies) had an Annual Turnover

A. ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

And

Net worth (strike out whichever is not applicable) of INR.....Crore computed as per instructions provided in this tender based on unconsolidated audited annual accounts as per last FY. (FY 16-17 or FY 2017-18). Please tick whichever is applicable

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

Description	Year _____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets- Current liabilities)	
4. Net Worth (As mentioned under Annexure to BDS)	

Yours faithfully

(Signature and stamp (on each page) of Authorized Signatory of Bidding Company.

Name:

Date:

Place:

Signature and stamp (on each page) of Chartered Accountant/Statutory Auditors of Bidding Company.

Name:

Date:

Place:

Notes:

Audited consolidated annual accounts of the Bidder may also be used for the purpose of financial criteria provided the Bidder has at least 50% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.

Form F-17

FORMAT FOR JOINT VENTURE AGREEMENT

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value
should be in the name of the Joint Venture)

THIS JOINT DEED OF UNDERTAKING executed on this..... day of..... Two Thousand and..... by a company incorporated under the laws of and having its Registered Office at(hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s.....a company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) and M/s..... a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.3" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award}] against the Tender No..... for (insert name of the package alongwith project name) of Solar Energy Corporation of India Limited, a Company incorporated under the Companies Act of 2013 having its registered office at D-3, 1st Floor, Wing-A, Prius Platinum Building, District Centre, Saket, New Delhi-110017 (hereinafter called the "Executing Agency").

WHEREAS the Party No.1, Party No.2 and Party No.3 have entered into an Agreement dated.....

AND WHEREAS the Executing Agency invited bids as per the above-mentioned Specification for the design, manufacture, supply, erection, testing and commissioning including O & M of Equipment/ Materials stipulated in the Tender Documents under (insert name of the package alongwith project name)

AND WHEREAS Clause 2, Section-ITB and BDS (documents establishing the Qualification of Bidder) & Qualification Criteria in Annexure to BDS forming part of the Tender Documents, inter-alia stipulates that an Undertaking of two or more qualified manufacturers as partners, meeting the requirements of Qualification Criteria in Annexure to BDS, as applicable may bid, provided, the Joint Venture fulfills all other requirements under Qualification Criteria in Annexure to BDS and in such a case, the Bid Forms shall be signed by all the partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that this Undertaking shall be attached to the bid and the Contract Performance Security will be as per the format F-9 enclosed with the Tender Documents without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to the Executing Agency vide proposal No..... dated by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of Clause 2, Section-ITB and BDS (documents establishing the Qualification of Bidder) & Qualification Criteria in Annexure to BDS, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by the Executing Agency to the Joint Venture Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner and

further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the Executing Agency for the successful performance of the Contract and shall be fully responsible for the design, manufacture, supply and successful performance of the equipment in accordance with the Contract:

2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(ies) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Executing Agency suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(ies) of these presents undertake to promptly make good such loss or damages caused to the Executing Agency, on its demand without any demur. It shall not be necessary or obligatory for the Executing Agency to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(ies), the Executing Agency can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/ obligations under the Contract to the Executing Agency.
4. The financial liability of the Parties of this Deed of Undertaking to the Executing Agency, with respect to any of the claims rising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix - I (*to be suitably appended by the Parties alongwith this Undertaking in its bid*) to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.
6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.
7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract Performance Security from a bank in favour of the Executing Agency in the currency/ currencies of the Contract.
9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Executing Agency discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS, WHEREOF, the Parties to this Deed of Undertaking have through their authorised representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of

For Lead Partner (Party No.-1)

15 kWp Solar PV Power Plant with 50 kWh Lithium Titanium Oxide BESS	Tender No. SECI/C&P/SIACHEN/072019	Sample Forms & Formats Page 20 of 38	Signature of Bidder
---	------------------------------------	---	---------------------

has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

For and on behalf of M/s
.....

Name

Designation

Signature

(Signature of the authorized
representative)

WITNESS :

I.

II.

Common Seal of
has been affixed in my/our
presence pursuant to Board of
Director's Resolution dated

For Party No.-2
For and on behalf of
M/s.....

Name

(Signature of the authorized
representative)

Designation

Signature

WITNESS :

I.

II.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

For Party No.-3
For and on behalf of M/s.
.....

Name

Designation

Signature

(Signature of the authorized
representative)

WITNESS :

I.

II.

Note:

1. For the purpose of executing the Joint Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.

Form F-17A

FORMAT FOR POWER OF ATTORNEY FOR JOINT VENTURE AGREEMENT

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value should be in the name of the Joint Venture)

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder have formed a Joint Venture under the laws of and having our Registered Office(s)/ Head Office(s) at (hereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s being the Partner in-charge do hereby constitute, nominate and appoint M/s..... a Company incorporated under the laws of and having its Registered/ Head Office at as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorised Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Tender No..... Package the bids for which have been invited by Solar Energy Corporation of India Limited, D-3, 1st Floor, Wing-A, Prius Platinum Building, District Centre, Saket, New Delhi-110017 (hereinafter called the 'Executing Agency') to undertake the following acts:

- i) To submit proposal and participate in the aforesaid Bid Specification of the Executing Agency on behalf of the "Joint Venture".
- ii) To negotiate with the Executing Agency the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Executing Agency for and on behalf of the "Joint Venture".
- iii) To do any other act or submit any document related to the above.
- iv) To receive, accept and execute the Contract for and on behalf of the "Joint Venture".

It is clearly understood that the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Defect Liability Period in terms of the Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/ Authorised Representatives/ Partner in-charge quotes in the bid, negotiates and signs the Contract with the Executing Agency and/or proposes to act on behalf of the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS, THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on this day of under the Common Seal(s) of their Companies.

for and on behalf of the
Partners of Joint Venture

.....
.....
.....

The Common Seal of the above Partners of the Joint Venture:

The Common Seal has been affixed there unto in the presence of:

WITNESS

1. Signature.....
Name
Designation
Occupation
2. Signature.....
Name
Designation
Occupation

Note:

1. For the purpose of executing the Agreement, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
2. The Agreement shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.

Form F-18

FORMAT FOR CONSORTIUM AGREEMENT

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value should be in the name of the Consortium)

THIS JOINT DEED OF UNDERTAKING executed on this..... day of..... Two Thousand and..... by a company incorporated under the laws of and having its Registered Office at(hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s.....a company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) and M/s..... a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.3" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award}] against the Tender No..... for (insert name of the package alongwith project name) of Solar Energy Corporation of India Limited, a Company incorporated under the Companies Act of 2013 having its registered office at D-3, 1st Floor, Wing-A, Prius Platinum Building, District Centre, Saket, New Delhi-110017 (hereinafter called the "Executing Agency").

WHEREAS the Party No.1, Party No.2 and Party No.3 have entered into an Agreement dated.....

AND WHEREAS the Executing Agency invited bids as per the above-mentioned Specification for the design, manufacture, supply, erection, testing and commissioning including O & M of Equipment/ Materials stipulated in the Tender Documents under (insert name of the package alongwith project name)

AND WHEREAS Clause 2, Section-ITB and BDS (documents establishing the Qualification of Bidder) & Qualification Criteria in Annexure to BDS forming part of the Tender Documents, inter-alia stipulates that an Undertaking of two or more qualified manufacturers as partners, meeting the requirements of Qualification Criteria in Annexure to BDS, as applicable may bid, provided, the Consortium fulfills all other requirements under Qualification Criteria in Annexure to BDS and in such a case, the Bid Forms shall be signed by all the partners so as to legally bind all the Partners of the Consortium, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that this Undertaking shall be attached to the bid and the Contract Performance Security will be as per the format F-9 enclosed with the Tender Documents without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to the Executing Agency vide proposal No..... dated by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of Clause 2, Section-ITB and BDS (documents establishing the Qualification of Bidder) & Qualification Criteria in Annexure to BDS, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by the Executing Agency to the Consortium Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Consortium shall jointly and severally be bound

unto the Executing Agency for the successful performance of the Contract and shall be fully responsible for the design, manufacture, supply and successful performance of the equipment in accordance with the Contract:

2. In case of any breach or default of the said Contract by any of the parties to the Consortium, the party(ies) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Executing Agency suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(ies) of these presents undertake to promptly make good such loss or damages caused to the Executing Agency, on its demand without any demur. It shall not be necessary or obligatory for the Executing Agency to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(ies), the Executing Agency can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/ obligations under the Contract to the Executing Agency.
4. The financial liability of the Parties of this Deed of Undertaking to the Executing Agency, with respect to any of the claims rising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix - I (*to be suitably appended by the Parties alongwith this Undertaking in its bid*) to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.
6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Consortium for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Consortium, other than the express provisions of the Contract.
7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract Performance Security from a bank in favour of the Executing Agency in the currency/ currencies of the Contract.
9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Executing Agency discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS, WHEREOF, the Parties to this Deed of Undertaking have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of
has been affixed in my/ our

For Lead Partner (Party No.-1)
For and on behalf of M/s

presence pursuant to Board of
Director's Resolution dated

Name

Designation

Signature

(Signature of the authorized
representative)

WITNESS :

I.

II.

Common Seal of
has been affixed in my/our
presence pursuant to Board of
Director's Resolution dated

For Party No.-2
For and on behalf of
M/s.....

Name

(Signature of the authorized
representative)

Designation

Signature

WITNESS :

I.

II.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

For Party No.-3
For and on behalf of M/s.
.....

Name

Designation

Signature

(Signature of the authorized
representative)

WITNESS :

I.

II.

Note:

1. For the purpose of executing the Joint Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of Consortium.
2. The Undertaking shall be signed on all the pages by the authorized representatives of each of the partners and should invariably be witnessed.

Form F-18A

FORMAT FOR POWER OF ATTORNEY OF CONSORTIUM AGREEMENT

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value should be in the name of the Consortium)

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder have formed a Consortium under the laws of and having our Registered Office(s)/ Head Office(s) at (hereinafter called the 'Consortium' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s being the Partner in-charge do hereby constitute, nominate and appoint M/s a Company incorporated under the laws of and having its Registered/ Head Office at as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorised Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Consortium in regard to Tender No. Package the bids for which have been invited by Solar Energy Corporation of India Limited, D-3, 1st Floor, Wing-A, Prius Platinum Building, District Centre, Saket, New Delhi-110017 (hereinafter called the 'Executing Agency') to undertake the following acts:

- i) To submit proposal and participate in the aforesaid Bid Specification of the Executing Agency on behalf of the "Consortium".
- ii) To negotiate with the Executing Agency the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Executing Agency for and on behalf of the "Consortium".
- iii) To do any other act or submit any document related to the above.
- iv) To receive, accept and execute the Contract for and on behalf of the "Consortium".

It is clearly understood that the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Defect Liability Period in terms of the Contract.

The Consortium hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/ Authorized Representatives/ Partner in-charge quotes in the bid, negotiates and signs the Contract with the Executing Agency and/or proposes to act on behalf of the Consortium by virtue of this Power of Attorney and the same shall bind the Consortium as if done by itself.

IN WITNESS, THEREOF the Partners Constituting the Consortium as aforesaid have executed these presents on this day of under the Common Seal(s) of their Companies.

for and on behalf of the
Partners of Consortium

.....

.....
.....

The Common Seal of the above Partners of the Consortium:

The Common Seal has been affixed there unto in the presence of:

WITNESS

1. Signature.....
Name
Designation
Occupation
2. Signature.....
Name
Designation
Occupation

Note:

1. For the purpose of executing the Agreement, the non-judicial stamp papers of appropriate value shall be purchased in the name of Consortium.
2. The Agreement shall be signed on all the pages by the authorized representatives of each of the partners and should invariably be witnessed.

Form F-19

e-BANKING FORMAT
(To be submitted on the Letter Head of the Bidder)

1. Bidder/ Customer Name :
2. Bidder/ Customer Code :
3. Bidder/ Customer Address :
4. Bidder/ Customer E-mail ID :
5. Particulars of Bank Account
 - a) Name of Bank :
 - b) Name of Branch :
 - c) Branch Code :
 - d) Address :
 - e) Telephone Number :
 - f) Type of Account :
 - g) Account Number :
 - h) RTGS IFSC Code :
 - i) NEFT IFSC Code :
 - j) 9 digit MICR code :

I/ We hereby authorize Solar Energy Corporation of India Limited to release any amount due to me/ us in the bank account as mentioned above. I/ We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the Solar Energy Corporation of India Limited responsible.

(Signature of Vendor/ Customer)

BANK CERTIFICATE

We certify that ----- has an Account no. ----- with us and we confirm that the details given above are correct as per our records.

Bank stamp

Date

(Signature of authorized officer of bank)

Form F-20

**PROFORMA OF BANK GUARANTEE FOR ADVANCE
PAYMENT**

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value should be in the name of the issuing Bank)

Bank Guarantee No.:
Date:

NOA/ Contract No.....

..... *[Name of Contract]*

To:

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Prius Platinum Building
District Centre, Saket, New Delhi - 110 017

Dear Sir / Madam,

We refer to the Contract ("the Contract") signed on*(insert date of the Contract)* between you and M/s *(Name of Contractor)*,

(or)

vide notification of award issued on *(insert date of the notification of award)* by you to M/s *(Name of Contractor)* having its Principal place of business at *(Address of Contractor)* and Registered Office at *(Registered address of Contractor)* ("the Contractor") concerning *(Indicate brief scope of work)* for the complete execution of the *(insert name of Package alongwith name of the Project)*

Whereas, in accordance with the terms of the said Contract, the Executing Agency has agreed to pay or cause to be paid to the Contractor an interest bearing Advance Payment against furnishing of an irrevocable bank guarantee for an amount of *(Amount in figures and words)* which is equal to 110% of the amount of Advance Payment.

By this letter, we, the undersigned, *(insert name & address of the issuing bank)*, a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/ Head Office at *(insert address of registered office of the bank)* do hereby irrevocably guarantee repayment of *(Amount of the bank guarantee in figures and words)* upon the first demand of the Executing Agency without cavil or argument in the event that the Contractor fails to commence or fulfill its obligations under the terms of the said Contract for reasons whatsoever.

Provided always that the Bank's obligation shall be limited to the amount of this Bank guarantee or an amount equal to the outstanding balance of the Advance Payment and the accrued interest on the Advance Payment, taking into account such amounts, which have been repaid by the Contractor from time to time in accordance with the terms of payment of the said Contract, as certified by you.

This Guarantee shall remain in full force from the date upon which the said Advance Payment is received by the Contractor up to sixty (60) days beyond the date on which the entire Advance Payment along with the accrued interest if any due thereon has been fully adjusted in terms of the Contract i.e., up to sixty (60) days beyond the date of Final commissioning of the project under the Contract. This Guarantee may be extended from time to time, as may be desired by M/s Solar Energy Corporation of India Limited on whose behalf this Guarantee has been issued.

Any claims to be made under this Guarantee must be received by the Bank during its period of validity, i.e. upto sixty (60) days beyond the date of Completion of the Facilities by the Executing Agency i.e. upto and inclusive of (dd/mm/yy).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (value in figures) _____ [_____ (value in words) _____].
2. This Bank Guarantee shall be valid upto _____ (validity date) _____.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (validity date) _____.

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]
Signature _____

Name _____

Designation _____

POA Number _____

Contact Number(s): Tel. _____ Mobile _____

Fax Number _____

email _____

Common Seal of the Bank _____

Witness:

Signature _____

Name _____

Address _____

Contact Number(s): Tel. _____ Mobile _____

email _____

Note:

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.

Form F-22

LIST OF BANKS

(For Reference Purpose)

SBI AND ASSOCIATES	OTHER PUBLIC SECTOR BANKS
1. State Bank of India	1. IDBI Bank Limited
2. State Bank of Indore	FOREIGN BANKS
	1. Bank of America NA
	2. Bank of Tokyo Mitsubishi UFJ Ltd.
	3. BNP Paribas
	4. Calyon Bank
	5. Citi Bank N.A.
NATIONALISED BANKS	6. Deutsche Bank A.G
1. Allahabad Bank	7. The HongKong and Shanghai Banking Corpn. (HSBC) Ltd.
2. Andhra Bank	8. Standard Chartered Bank
3. Bank of India	9. Societe Generale
4. Bank of Maharashtra	10. Barclays Bank
5. Canara Bank	11. Royal Bank of Scotland (RBS)
6. Central Bank of India	12. Bank of Nova Scotia
7. Corporation Bank	13. Development Bank of Singapore (DBS)
8. Dena Bank	14. Credit Agricole Corporate and Investment Bank
9. Indian Bank	SCHEDULED PRIVATE BANKS
10. Indian Overseas Bank	1. Federal Bank Limited
11. Oriental Bank of Commerce	2. Kotak Mahindra Bank Limited
12. Punjab National Bank	3. Axis Bank Limited
13. Punjab & Sind Bank	4. ICICI Bank Limited
14. Syndicate Bank	5. HDFC Bank Limited
15. Union Bank of India	6. Yes Bank Limited
16. United Bank of India	7. IDFC Bank Limited
17. UCO Bank	8. IndusInd Bank
18. Vijaya Bank	9. Karur Vysya Bank
19. Bank of Baroda	10. South Indian Bank
	11. RBL

Form F-23

SHAREHOLDING CERTIFICATE

(To be submitted on the Letter Head of the Bidder)

Name of the Equity Holder	Type and Number of Shares Owned	% of Equity Holding	Extent of Voting Rights

Yours faithfully

(Signature and Stamp of Authorized Signatory of Bidder)

Name:

Date:

Place:

(Signature and Stamp of Company Secretary/ Director/ Chartered Accountant)

Form F-24

POWER OF ATTORNEY FOR BIDDING COMPANY

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value should be in the name of the Bidder)

Know all men by these presents, We (name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr./Ms. (name & residential address) who is presently employed with us and holding the position of as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for (insert details of Tender) in response to the Tender No dated issued by Solar Energy Corporation of India Limited (SECI), New Delhi including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the SECI may require us to submit. The aforesaid Attorney is further authorized for making representations to the Solar Energy Corporation of India Limited, New Delhi and providing information/responses to SECI, New Delhi representing us in all matters before SECI, New Delhi and generally dealing with SECI, New Delhi in all matters in connection with Bid till the completion of the bidding process as per the terms of the above mentioned Tender.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the Tender.

Signed by the within named

..... (Insert the name of the executant company)

through the hand of

Mr.

duly authorized by the Board to issue such Power of Attorney

**Dated this day of
Accepted**

.....
Signature of Attorney
(Name, designation and address of the Attorney)

Attested

.....
(Signature of the executant)
(Name, designation and address of the executant)

.....
Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/ our presence pursuant to Board of Director's Resolution dated.....

WITNESS

1.
(Signature)

Name.....

Designation

2.
(Signature)

Name.....

Designation

Notes:

The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

The person authorized under this Power of Attorney, in the case of the Bidding Company/ Lead Member being a public company, or a private company which is a subsidiary of a public company, in terms of the Companies Act, 1956, with a paid-up share capital of more than Indian Rupees Five Crores, should be the Managing Director/ Whole Time Director/ Manager appointed under section 269 of the Companies Act, 1956. In all other cases the person authorized should be a director duly authorized by a board resolution duly passed by the Company.

Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution/ power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

To be signed by the bidder and same signatory competent/ authorized to sing relevant contract on behalf of MES.

INTEGRITY AGREEMENT

This Integrity is made at on this days of20

BETWEEN

President of India represented through Chief Engineer/ Commander Works Engineer/ Garrison Engineer.

(Name of Foundation)

MES....., (Hereinafter referred as the

(Address of Foundation)

‘principal/Owner’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns.)

AND

.....
.....

(Name and Address of the Bidder/ Contractor)

Through
(Hereinafter referred to as the)

(Details of duty authorized signatory)

“Bidder/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal/Owner has floated the tender (NIT No.) (hereinafter referred to as “tender/Bid”) and intends to award, under laid down organizational procedure. Contract to

.....
.....

(Name of work)

Hereinafter referred to as the “Contract”

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this integrity Agreement (hereinafter referred to as “Integrity Pact or “Pact”) the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties

NOW THEREFORE, in consideration of mutual covenants contained in this Pact the parties hereby agree as follows and the Pact witnesses as under

1. Commitment of the Principal/Owner

- (a) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles.
 - (i) No employee of the Principal/Owner personally or through any his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person any material or immaterial benefit which the person is not legally entitled to
 - (ii) The Principal/Owner will, during the Tender process, treat all Bidder(S) with equity and reason. The principal/Owner will, in particular, before and during the Tender process, provided to all Bidder(S) the same information and will not provide to any Bidder(s) confidential// additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (iii) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (b) If the Principal/Owner obtains information on the conduct of any of its employees which is a communal offence under the Indian Penal code (IPC)/Prevention of Corruption ACT, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures

2. Commitment of the Bidder(s)/Contractor(s)

(a) it is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards. And report to the Government/ department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

(b) The Bidder(s)/Contractor(s) commits 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(S)/Contractor(s) will not , directly or through any other person or firm, offer promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the Contract.
- (ii) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding. Whether formal or informal This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to cartelize in the bidding process.
- (iii) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans technical proposals and business details, including information contained or transmitted electronically.
- (iv) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any Similarly Bidder(s)/Contractor(s) of Indian

Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

- (v) The Bidder(s)/Contractor(s) 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.
- (c) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (d) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- (e) The Bidder (s)/contractor(s) will not, directly or through any other person or firm use Coercive practices (means the act of obtaining something, compelling and action or influencing a decision through intimidation threat or the use of force directly or indirectly, where potential or actual injury May befall upon a person his or her reputation for property to influence their participation in the tendering process)

3. Consequences of Breach

Without prejudice to any rights that may be available to principal owner under law or the contractor its established policies and let down procedures the principle/owner shall have the following write in case of breach of this integrity pact by the bidder(s)/ contractor(s) and the bidders /contractor accept and undertakes to Respect and uphold the principal /owner's absolute right:

- (a) If the bidder(s) contractor(s), either before award or during execution of contract has committed a transgression through a violation of para2 above or in any other forms such as to put his reliability or credibility in question the principal owner after giving for 14days notice to the contract shall have power to disqualify the Builder(s)/ contractor(s) from the tender process or terminate/ determine the contract if already executed or exclude the bidder/ contracts from the future contract award process the imposition and duration of the exclusion will be determined by the severity of transgression and the determined by the principal /owner, such exclusion may be forever or for a limited period as decided by principal/ owner
- (b) Forfeiture of EMD / performance guarantee / security deposit: If the principal / owner has disqualified the bidder(s) from the tender process prior to the award of the contract or terminated / determined the contract or has accrued the right to terminate / determine the contract according to para 3(a), the principal / owner apart from exercising any legal rights that may have accrued to the principal/ owner on May in its considered opinion forfeit the entire amount of earnest money deposit / performance guarantee / security deposit of the bidder / contractor
- (c) Criminal liability if the principal / owner obtain knowledge of conduct of a bidder or contractor or an employee or a representative or an associate of a bidder on contractor which constitutes corruption within the meaning of IPC act, or if the principal / owner

has substantive suspicion in this regard, the principal / owner will inform the same to law enforcing Agencies for further investigation

4. Previous Transgression

- a) The bidder declares that no previous transgressions occurred in the last 5 years with any other company if any country confirming the anti-corruption approach or with Central Government or State government or any other Central / state public sector enterprises in India that could justify his exclusion from the tender process.
- b) If the bidder makes incorrect statement on the subject he can be disqualified from the tender process or action can be taken for Banning of business dealing / holiday listing of the bidder / contractor as deemed Fit by the principal / owner
- c) If the bidder / contractor can prove that he has resorted / recouped the damage caused by him and his installed a suitable corruption prevention system the principal/owner may, at its own discretion, revoke the exclusion prematurely.

5. Equal treatment of all bidders / contactors / subcontractors

- a) The bidder(s)/Contractor(s)/undertake(s) undertake demand from all subcontractors commitment in conformity with the integrity pact the better / contractor shall be responsible for any violation of the principles laid down in this agreement / backed by any of its subcontractors / sub-vendors
- b) The principal / owner will enter into facts on identical term as this one with all Bidders and Contractors.
- c) The principal / owner disqualified bidders, who do not submit, and the duly signed pact between the principal / owner and the bidder along with the tender or violet its provision at any stage of the tender process from the tender process

6. Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/ Vendor after the final payment under the contract has been made or till the continuation of defect liability period, whichever is more and for all other bidders till the Contract has been awarded.

If any claim is made/ lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the Competent Authority, MES.

7. Other Provisions

- a) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the formation of the Principal/ Owner, who has floated the Tender.
- b) Changes and supplements need to be made in writing. Side agreements have not been made.

- c) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- d) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- e) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/ Pact, any action taken by the Owner/ Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

8. Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/ or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/ Contract documents with regard any of the provisions covered under this Integrity Pact.

9. Independent Monitors

- a) That the MoD has appointed following independent Monitors for this Pact:-
 - (i)
 - (ii)
 - (iii)

Any complaint with regard to violation of IP, whenever received, will be referred to the Independent Monitors for their comments/ enquiry.

- b) The task of the Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently.
- c) That the Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently.
- d) That the Bidder/ Contractor accepts that if the Monitor needs to access any records then the Monitor shall have the right to access without restriction to all project documentation of the Principal/ owner including that provided by the Bidder/ Contractor. The Bidder/ Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to Sub – Contractors and Associates. The Monitor is under obligation to treat the information and documents of the Principal/ owner and Bidder/ Contractor/ Sub-Contractors/ Associates with confidentiality.

e) That if the monitor has reported to the Principal/ Owner a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India and the Principal/ owner has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

f) The word 'Monitor' would include singular and plural.

.....

(For and on behalf of Principal/ Owner)

.....

(For and on behalf of Bidder/ Contractor)

WITNESSES:

1.....

(Signature, name and address)

2.....

(Signature, name and address)

Place:

Dated:

INTEGRITY PACT

To,

.....

.....

.....

Sub Nit No.....

For the work.....

Dear Sir,

It is hereby declared that MES is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the bidder will sign the Integrity Agreement, which is an integral part of tender/bid documents, failing which the tender/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

The declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the MES.

Yours Faithfully

Chief Engineer/Commander Worked Engineer/Garrison Engineer

INTEGRITY PACT

To,

Chief Engineer/Commander Worked Engineer/Garrison Engineer,

Sub: Submission of Tender for the work of.....

Dear Sir,

I/We acknowledge that MES is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed Integrity Agreement, which is an integral part of Tender documents, falling which I/We will stand disqualified from the Tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the integrity Agreement in letter and spirit and further agree that execution of the said integrity agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by MES. I/We acknowledge and accept the duration of the integrity Agreement, which shall be in the line with para 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, MES shall have unqualified, absolute and unfettered right to disqualify the tender/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours Faithfully

(Dully authorized signatory of the Bidder)

Broad Scope of Work

The scope of the proposal for the Design Engineering, Supply, Construction, Erection, Testing, Commissioning including five year AMC works for off-grid 15 kWp Solar PV plant with Battery to be deployed at Kumar Post, Siachen, in Leh District of the state of J&K shall be on turnkey basis completely covering the following activities and services in respect of all the equipment & works specified and covered under the specifications and read in conjunction with “Detailed Scope of Supply& services” elaborated elsewhere.

All equipment, materials and services whether explicitly stated or otherwise and that are necessary for the satisfactory operation of the Solar PV system and its integration with the existing ac systems as described in the specification shall be deemed to be included in the scope of work of the Contractor and shall not be limited to the following.

- Basic Engineering of the plant and systems.
- Detailed design of all the equipment and equipment system(s) including assembly. The Contractor may propose a design with PV modules mounted on FRP Containers or flexible PV Modules integrated with polymer Tents as per specifications in this RfS.
- Providing engineering drawings, data, process Calculations, test procedures, structural design calculations, Equipment layout, Drawings/Data sheets of bought out items, Civil structural/architectural Drawings, Performance & Guarantee Test procedure etc.
- Providing Operation & Maintenance/ instruction manuals, as built drawings and other information;
- Providing training to Employer’s personnel
- Finalization of sub-vendors, manufacturing quality plans and Field quality plans.
- Complete manufacturing including conducting all type, routine and acceptance tests; Civil, Structural and Architectural works to the extent applicable, including construction facilities
- Reliability and Functional guarantee tests after successful completion of trial operation;

Detailed SCOPE OF WORK & Services

The detailed scope of work in accordance with this specification is elaborated below. The scope of the contractor shall be deemed to include all such items which although are not specifically mentioned in the bid documents and/or in contractor’s proposal but are needed to make the system complete in all respects for its safe, reliable, efficient and trouble free operation and the same shall be furnished and erected unless otherwise specifically excluded.

1. Engineering and Design

Detailed design of Off-grid Solar-DG hybrid Power Plant and its associated civil, electrical & mechanical auxiliary systems includes preparation of foundation drawings, single line diagrams, installation drawings, electrical layouts, design calculations etc. Design memorandum and other relevant drawings and documents required for engineering of all facilities within the scope to be provided under this contract, are covered under contractors scope of work.

2. Supply

- a. 15 kWp Solar Modules (High Efficiency Mono crystalline) suitable for the above application.
- b. Collapsible /Foldable Prefabricated Containers of Fibre Reinforced Polymer (FRP) with PU Foam insulation suitable for installation at high altitudes to house the power conversion equipment, Batteries as well as placement of Solar PV Modules as per specifications. It should be possible to transport the Container only in parts for reassembly at site.
- c. Suitable MS Galvanized/Steel/ Aluminium Module Mounting Structures along with fasteners and fixtures as per specifications.
- d. 15KVA Single Phase Off-grid Power Conditioning Unit with suitable Charge Controllers (Solar and Diesel Generator) to support LTO batteries as per specifications.
- e. Copper cable - XLPO insulated, Flexible multi-strand, annealed copper conductor un-armoured 1.1kV/1.5kV rating , conforming to standards and Codes suitable for -30° to 40°C temperature range as per specifications.
- f. 50KWH Lithium Titanium oxide Battery Bank with Battery Management system and accessories.
- g. Spares, tools, tackles and Testing Equipment

- 3.** Packing, transportation from the manufacturer's works and assembly of the complete system at the Siachen Base Camp, including customs clearance & port clearance, port charges, (if any). (Indian Army shall be responsible for transport and logistics for manpower and materials from the Siachen Base Camp to Kumar Post)
- 4.** Receipt, storage, preservation and conservation of equipment at the site; Fabrication, pre-assembly, (if any), erection, testing, pre-commissioning and commissioning and putting into satisfactory operation all the equipment including successful completion of initial operation.
- 5.** Training of Indian Army Personnel for Operation and Maintenance of the System.

Detailed Specifications:

1 Photovoltaic Modules

1.1 Standards and Codes

Photovoltaic Modules shall comply with the specified edition of the following standards and codes or equivalent Indian Standards, wherever applicable.

Standard	Description
IEC 61215-1 Ed. 1.0	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 1: Test requirements
IEC 61215-1-1 Ed. 1.0	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 1-1: Special requirements for testing of crystalline silicon photovoltaic (PV) modules
IEC 61215-1-2 Ed. 1.0	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 1-2: Special requirements for testing of thin-film Cadmium Telluride (CdTe) based photovoltaic (PV) modules
IEC 61730-1 Ed. 2.0	Photovoltaic (PV) module safety qualification - Part 1: Requirements for construction
IEC 61730-2 Ed.2	Photovoltaic (PV) module safety qualification - Part 2: Requirements for testing
IEC TS 62804-1:2015 Ed.1	Photovoltaic (PV) modules - Test methods for the detection of potential-induced degradation - Part 1: Crystalline silicon under conditions of 85°C/85% RH.

1.2 Technical Requirements

1.2.1 PV Modules shall be framed/flexible type conforming to following specifications

Parameter	Specification
Cell type	High efficiency Mono-crystalline
Application Class as per IEC 61730	Class A
Glass (not applicable for flexible)	
Thickness	> 4 mm for 72 cell module > 3.2 mm for 60 cell module
Transmittance	> 90%
Frame (not applicable for Flexible Module)	
Material	Anodized Aluminium (anodization thickness >15 micron)
Junction Box	
Degree of protection	IP65
No. of bypass Diode	3

Connectors	MC4 compatible
Flexible Solar Panels may be proposed along with a methodology for adhesion to/ lining of the mounting structure (FRP structures or polymer tents) suitable for the climatic conditions.	

1.3 Warranty

- 1.3.1 PV modules must be warranted with linear degradation rate of power output except for first year (up to 3% including LID) and shall guarantee minimum 80% of the initial rated power output at the end of 25 years.
- 1.3.2 The modules shall be warranted for minimum of 10 years against all material/ manufacturing defects and workmanship.

2 **Solar Cables**

2.1 Standards and Codes

Cable	From	To	Conductor/ Insulation	Voltage Rating	Applicable Standard
Solar Cable*	Module	SCB	Copper/ XLPO	1.1 kV DC/ 1.5 kV DC	IEC 62930/ EN 50618/
* Cable used for module interconnection shall also be referred as solar cable.					

- 2.2 Solar cable outer sheath shall be flame retardant, UV resistant and black in colour. Solar cable with positive polarity should have marking of red line on black outer sheath.
- 2.3 In addition to manufacturer's identification on cables as per relevant standard, following marking shall also be provided over outer sheath.
- (i) Cable size and voltage grade
 - (ii) Word 'FRNC/ FRLS' (as applicable) at every metre
- 2.4 Cables shall be sized based on the following considerations:
- (i) Rated current of module
 - (ii) Short circuit withstand capability
 - (iii) De-rating factors according to laying pattern and climatic conditions

2.5 Warranty

The cables (Solar and DC) shall be warranted for minimum of 1 (one) year against all material/ manufacturing defects and workmanship.

2.6 Tests

Routine test and acceptance tests requirements shall be as per IEC 62930/EN 50618 for solar cables and IS 7098 for DC cables.

3 **Power Conditioning Unit**

3.1 Standards and Codes

Power Conditioning Unit (PCU) shall comply with the specified edition of the following standards and codes.

Standard	Description
IEC 61683 Ed. 1	Photovoltaic systems - Power conditioners - Procedure for measuring efficiency
IEC 62109-1 Ed. 1	Safety of power converters for use in photovoltaic power systems - Part 1: General requirements
IEC 62109-2 Ed. 1	Safety of power converters for use in photovoltaic power systems - Part 2: Particular requirements for inverters
IEC 60068-2-1:2007	Environmental testing - Part 2-1: Tests - Test A: Cold
IEC 60068-2-2:2007	Environmental testing - Part 2-2: Tests - Test B: Dry heat
IEC 60068-2-14:2009	Environmental testing - Part 2-14: Tests - Test N: Change of temperature
IEC 60068-2-30:2005	Environmental testing - Part 2-30: Tests - Test Db: Damp heat, cyclic (12 h + 12 h cycle)

3.2 Technical Requirements

- 3.2.1 Power Conditioning Unit (PCU) shall consist of an electronic single phase inverter along with associated control, protection, filtering, measurement and data logging equipment along with solar and diesel charge controllers, compatible with Environmental conditions (Temperature, Humidity, Elevation etc) prevailing at site as per following specifications:

Parameter	Specification
Rated AC power	15 kW
No. of phases	Single Phase
Rated AC output voltage	240V $\pm 2\%$,
Rated frequency	50 Hz $\pm 0.5\%$
Power factor control range	0.8 lag
Frequency regulation (Stand Alone)	$\pm 0.5\text{Hz}$
European efficiency	Minimum 96%
Total Harmonic Distortion	Less than 3% at 100% load
Voltage Regulation (Stand Alone)	$\pm 2\%$
Frequency regulation (Stand Alone)	$\pm 0.5\text{Hz}$
Output Waveform	Pure Sine wave

Environment	
Temperature Range (Operating)	-40 deg to 30°C
Temperature Range (Storage)	-45 to 30°C
Altitude (max)	5000 m
Humidity	0-95% Non Condensing
Enclosure	
Degree of protection	IP 65
Temperature Control	Temperature Dependent Heater to avoid frost
Noise	<50dB
Configurations	
Modes Available	Hybrid , Stand Alone
Battery Buffer Setting	Selectable from 25%,50%,75%
MPPT Modes	2
DG Compatibility	Required
Auto Bypass feature	Required
INDICATIONS	
LED	(i) Grid On (ii) PV On (iii) Grid Charger On (iv) Load On Inverter (v) Bypass (vi) Fault (vii) DC input power (viii) DC input voltage (ix) DC input current (x) AC output power (xi) AC output voltage (xii) AC output current (xiii) Frequency (xiv) Power Factor
Alarm	Audible For Fault And Warnings
PROTECTIONS	
PV	DC Reverse Polarity Indication , Surge Protection

Battery	Reverse Polarity, Over/ Under Voltage, Over Temp, Over Charge
Grid	Over/ under Voltage, Over/ Under Frequency, Surge Protection
Load	Overloads, Short circuit
Circuit Breakers	Grid Input MCB/MCCB, Battery Input MCB/MCCB, PV Input MCB/MCCB
Temperature	Inverter Over Temperature
Self Protection	The self-protective features shall not allow signals from the PCU front panel to cause the PCU to be operated in a manner which may be unsafe or damaging.
Communication Port	RS232/ RS 485
Solar Charge Controller	
Charge Controller Type	MPPT
Charger Topology	BUCK
MAX PV Connection Capacity	15KWP
Max Battery Amps during PV charging	Full Capacity in Boost Mode / Current Control in Float Mode as per Battery AH
Battery type Supported	Lithium titanium Oxide
Peak Charging Efficiency	Greater than 94%
Diesel Charge Controller	
Grid Frequency Sync Range	50Hz \pm 6%
Charger Peak Efficiency	>90%
Self Consumption	<4%

3.2.2 Maximum power point tracker (MPPT) shall be integrated in the PCU to maximize energy drawn from the Solar PV array. The MPPT voltage window shall be sufficient enough to accommodate the output voltage of the PV array at extreme temperatures prevailing at site.

3.2.3 Dedicated communication interface shall be provided to monitor the PCU remotely.

3.3 Battery Pack with Battery Management System

3.3.1 The Battery Pack must comply with following standards and Codes:

Standard/ Code	Description
-------------------	-------------

UL1973	Energy storage for stationary applications such as for PV: Non-chemistry Specific (applicable to all secondary battery types)
IEC 61508	Functional Safety of Electrical/Electronic/Programmable Electronic Safety-related Systems
UL 1642	Standard for Lithium Batteries (Safety of Lithium Ion Batteries)
IEC 62281 /UN 38.3	Safety of primary and secondary lithium cells and batteries during transport: Applicable for storage systems using Lithium Ion chemistries

3.3.2 Technical parameters

Battery Type	Lithium Titanium Oxide
Watt-hour Rating	50 kWh
System Efficiency	90%
Operation temperature	-40 °C to 30°C
BMS Protection Features	over – voltage, under – voltage, over load, Short – circuit, reverse polarity and over temperature, Monitoring of Cells and Cell balancing, Under and over charging protection of the Li-Ion batteries as per LTO cells specifications. Additional protection in the battery line via fuse shall be provided.

4 Module Mounting Structure (MMS)

4.1 The MMS stub/ column, rafter, purlin, ties and bracing members shall conform to following Indian standards.

- IS: 2062 – Hot rolled Medium and High tensile structural steel
- IS: 811 – Cold formed light gauge structural steel sections
- IS: 1161 – Steel tubes for structural purposes
- IS: 4923 – Hollow steel sections for structural use
- Minimum grade of steel for sections conforming to IS: 811 & IS: 4923 shall be E350 conforming to IS: 2062 and Y_{St} 310 conforming to IS: 1608 respectively.

4.2 The contractor can also propose new light gauge structural steel or structural aluminium sections other than specified in IS: 811 subjected to approval of the Engineer. In this case the contractor shall submit his proposal stating the technical advantages of the proposed sections for Engineer's review along with supporting literature and sample

design calculations conforming to present specifications.

- 4.3 The Contractor may also propose MMS structures with Fiberglass Pultruded Structural Profiles with properties as defined in the next Clause.

5 FRP Container Unit

- 5.1 The Container shall be made of FRP laminates of suitable cross-section manufactured by pultrusion process to withstand 2 meters standing snow load and weight of the solar Panels with mounting structures.
- 5.2 Resin for the FRP sheet shall be thermoset type - vinyl ester, Polyurethane or epoxy - suitable for extreme cold temperatures of up to -40°C. Resin shall contain U.V. stabilizers to provide sufficient resistance to ultra violet light degradation and flame retardant additives. If required, after fabrication, all cut ends, holes and abrasions of FRP shapes shall be sealed with a compatible resin coating.
- 5.3 The following standards for mechanical properties shall apply.

Properties	ASTM Test Method
Flexural Strength, LW	D790
Flexural Strength, CW	D790
Flexural Modulus, LW	D790
Flexural Modulus, CW	D790
Flexural Stress	D790
Tensile Strength	D638
Tensile Modulus	D638
Short Beam Shear	D2344
Flame Spread	E-84
Flammability	D-635

The bidder shall submit values as per the above standards, suitable for the application.

6. Acceptance Criterion

The performance shall be assessed for a month after commissioning by charging the Li-Titanium battery bank of 50 KWH size from 0 to full SOC in a day on clear sunny days using 15 kWp solar array only.

Brief Note on Kumar Post at Siachen Glacier

Site Details

The Kumar Post can be accessed only on foot and materials cannot be transported except by head load or air dropping. The glacier is 2.5KM wide and does not have firm ground for installation Solar PV Power Plant. The Indian Army will assist in transporting the materials (and men) upto Kumar Post by air but the plant has to be assembled and made operational by the bidder.

GPS Coordinates (Latitude and Longitude): 35°27'08", 77°03'25"



a. The Existing Power infrastructure

All load demands at Kumar Post is currently being served by Diesel Gensets with total capacity of 20.55 kVA. (Details attached as Annexure I)

b. Load/Consumption Details

Total demand load at Kumar Post is approx. 12.8 kW. While the load profile is unavailable, the total daily consumption is approx. 300 units of electricity. Details are attached as Annexure II.

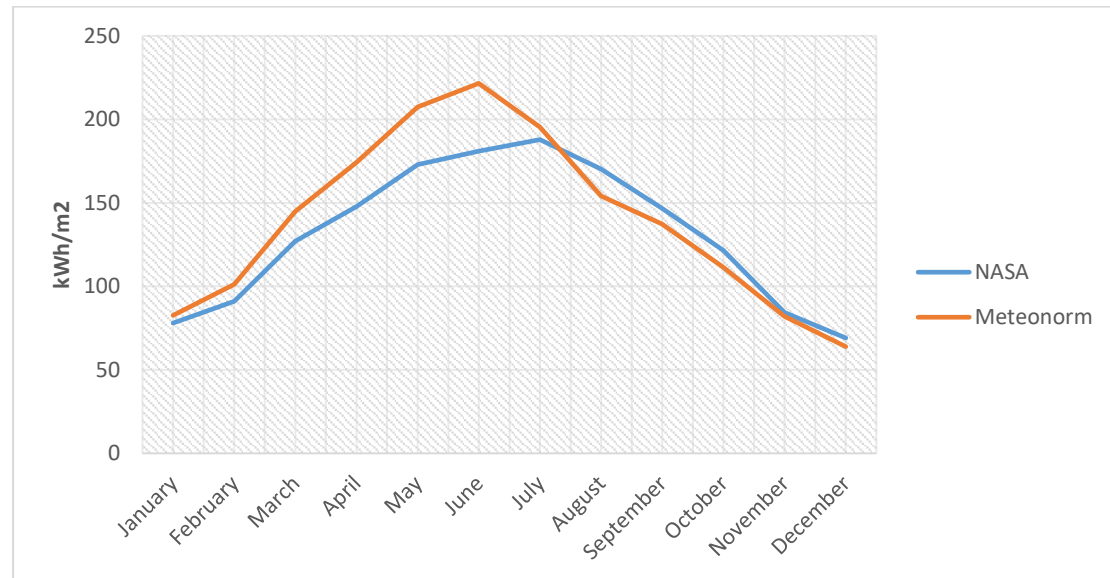
c. Resource availability

- i. Land

No firm ground suitable for mounting permanent mounting structures are available. The nearest firm ground is at the 'banks' of the glacier which is approx. 1-1.5 km from the post and the troops informed that in a constant shifting scenario, maintaining PV arrays at such distance would not be feasible since movement is only on foot and therefore, impractical. ii. GHI

4.59 kWh/m² /day (Meteonorm 7.1 Radiation database)

4.32 kWh/m² /day (NASA Radiation database)



d. Constraints

Kumar Post is faced with several constraints like absence of firm ground for installation of fixed mounting structures, seasonal melting of glacier, extreme cold winter temperatures (up to -40° C) and non-feasibility of temperature control measures to maintain operating conditions for batteries, frequent displacement of troops and their lodgings, troops' capacity to ferry loads in course of movement/displacement. The troops informed that Li-Ion batteries are currently being used for some purposes but their life cycle is limited to approx. 6-7 months.

e. Proposal

Considering the constraints placed by the extreme cold climate conditions, a 15kW Solar Off-grid storage solution is proposed to be installed at Kumar Post on pilot basis. The performance shall be assessed for a month by charging the Li-Titanium battery bank of 50 KWH size from 0 to full SOC in a day on a clear sunny day.

DETAILS OF TEMPERATURE, AVG SNOW FELL & ELECTRICITY CONSUMPTION

Base Camp					Pratap Pur					Kumar Post (Northern Gir)				
Month	Avg Temp		Snowfall (in cm)	Electricity Consumption (in KWh)	Avg Temp		Snowfall (in cm)	Electricity Consumption (in KWh)	Avg Temp		Snowfall (in cm)	Electricity Consumption (in KWh)		
	Indoor	Outdoor			Indoor	Outdoor			Indoor	Outdoor				
Jan	-11	-15	1.0	189038	-4	-8	00	170624	-23	-27	2.0	9820.8		
Feb	-10	-14	1.2	170744	-3	-7	00	154112	-21	-25	2.5	8870.4		
Mar	-6	-10	00	189038	-1	-4	00	170624	-19	-23	1.8	9820.8		
Apr	-2	-6	00	182940	2	-1	00	151200	-14	-18	1.5	9504		
May	1	-3	00	189038	2	5	00	156240	-10	-14	1.0	9820.8		
Jun	6	2	00	182940	5	8	00	151200	-3	-7	0.5	9504		
Jul	3	6	00	189038	7	10	00	156240	0	-4	00	9820.8		
Aug	7	10	00	189038	7	10	00	156240	6	2	00	9820.8		
Sep	4	7	00	182940	6	9	00	151200	-1	-3	0.2	9504		
Oct	0	-4	00	189038	1	4	00	156240	-10	-14	0.4	9820.8		
Nov	-4	-8	00	182940	0	-4	00	165120	-16	-20	1.3	9504		
Dec	-8	-12	00	189038	-2	-6	00	170624	-18	-22	1.7	9820.8		

DETAILS OF DAILY & MONTHLY ELECTRICITY CONSUMPTION

10 Month	Electricity Consumption (in KWh)							
	Base Camp		Pratap Pur		Kumar Post (Northern Gir)			
	Daily	Monthly	Daily	Monthly	Daily	Monthly		
Jan	6098	189038	5504	170624	316.8	9820.8		
Feb	6098	170744	5504	154112	316.8	8870.4		
Mar	6098	189038	5504	170624	316.8	9820.8		
Apr	6098	182940	5040	151200	316.8	9504		
May	6098	189038	5040	156240	316.8	9820.8		
Jun	6098 •	182940	5040	151200	316.8	9504		
Jul	6098	189038	5040	156240	316.8	9820.8		
Aug	6098	189038	5040	156240	316.8	9820.8		
Sep	6098	182940	5040	151200	316.8	9504		
Oct	6098	189038	5040	156240	316.8	9820.8		
Nov	6098	182940	5504	165120	316.8	9504		
Dec	6098	189038	5504	170624	316.8	9820.8		

SCHEDULE OF RATES [SOR-1]							
Tender for Design, Engineering, Procurement, Supply, Construction, Erection, Testing & Commissioning of 15 kWp Solar PV Power Plant with 50 kWh Lithium Titanium Oxide BESS including 05 Years Plant AMC at Siachen, Leh district of J&K, India							
Sl. No.	Description of Item	Quantity (Ls)	PRICES (INR)				
			Unit Ex works Price (Excluding GST)	Unit Ex works Price (Excluding GST) in words	Total Ex works Price (Excluding GST)	Total value of Applicable GST (in figures)	Total Price including GST
1	2	3	4	5	6 = 3 * 4	7	8 = 6 + 7
A - SUPPLY							
1	Supply of PV Modules as specified in the Tender Documents	1			INR 0.00		INR 0.00
2	Supply of Inverters as specified in the Tender Documents	1			INR 0.00		INR 0.00
3	Supply of Inverter Transformer as specified in the Tender Documents	1			INR 0.00		INR 0.00
4	Supply of Panels & Switchgears as specified in the Tender Documents	1			INR 0.00		INR 0.00
5	Supply of Module Mounting Structure as specified in the Tender Documents	1			INR 0.00		INR 0.00
6	Supply of Lithium Titanium Oxide Batteries	1			INR 0.00		INR 0.00
6	Spare Modules (As Mandatory Spares, 1.00% of total supply of solar modules)	1			INR 0.00		INR 0.00
7	Mandatory Spares excluding Modules	1			INR 0.00		INR 0.00
8	Cables (All DC, LT & HT)	1			INR 0.00		INR 0.00
9	Weather Monitoring Station	1			INR 0.00		INR 0.00
10	Manufacture & Supply of Balance of System including all Equipments, Materials, Spares, Accessories, Safety & Fire Fighting System etc. excluding in above Solar Part supply and any other Supplies specified in the Tender Documents	1			INR 0.00		INR 0.00
Sub Total - A							INR 0.00
B - SERVICES							
11	Freight & Insurance including Loading, Unloading, Storage, Handling at Site	1			INR 0.00		INR 0.00

SCHEDULE OF RATES [SOR-1]							
Tender for Design, Engineering, Procurement, Supply, Construction, Erection, Testing & Commissioning of 15 kWp Solar PV Power Plant with 50 kWh Lithium Titanium Oxide BESS including 05 Years Plant AMC at Siachen, Leh district of J&K, India							
Sl. No.	Description of Item	Quantity (Ls)	PRICES (INR)				
			Unit Ex works Price (Excluding GST)	Unit Ex works Price (Excluding GST) in words	Total Ex works Price (Excluding GST)	Total value of Applicable GST (in figures)	Total Price including GST
1	2	3	4	5	6 = 3 * 4	7	8 = 6 + 7
12	Design, Engineering, Installation, Erection, Testing and Commissioning including Performance Testing in respect of all the Equipments Supplied and any other Services Specified in the Tender Documents	1			INR 0.00		INR 0.00
13	Civil and allied works including construction of Trenches, Module Mounting Structure, foundations, etc of all the Equipments Supplied.	1			INR 0.00		INR 0.00
Sub Total - B							INR 0.00
C - ANNUAL MAINTENANCE CONTRACT							
14	<p>Bidder to mention here the NPV of AMC amount for total 05 years in <u>CELL NO I 29 only</u> which should match with the NPV of AMC amount for total 05 years in <u>CELL NO J 18 of SOR 2.</u></p> <p><u>In case of any variation the NPV of AMC amount for total 05 years mentioned at CELL NO J 18 of SOR 2 will be considered for evaluation purpose.</u></p>	1					INR 0.00
Sub Total - C							INR 0.00
TOTAL EVALUATED BID VALUE (TEBV) (A+B+C)							INR 0.00
TOTAL EVALUATED BID VALUE (TEBV) (A+B+C)		(In Words)					

NOTES

- 1 AMC Charges on YoY basis must be in equal or in ascending order only.

SCHEDULE OF RATES [SOR-2] [OPERATION AND MAINTENANCE]								
Tender for Design, Engineering, Procurement, Supply, Construction, Erection, Testing & Commissioning of 15 kWp Solar PV Power Plant with 50 kWh Lithium Titanium Oxide BESS including 05 Years Plant AMC at Siachen, Leh district of J&K, India								
Sl. No.	Description of Item	Year	PRICES (INR)					
			Yearly AMC Price (Excluding GST)	Total AMC Price (Excluding GST) in Words	Total value of Applicable GST (in figures)	Yearly AMC Price including GST	Present Value Factor (PVF)	NPV of AMC Price
1	2	3	4	5	6	7=4+6	9.08%	8 = 7* PVF
ANNUAL MAINTENANCE CONTRACT								
1	Annual Maintenance Contract of the 15 kWp Solar PV Power Plant with 50 kWh Lithium Titanium Oxide BESS for FIRST YEAR	1	INR 0.00			INR 0.00	0.917	INR 0.00
2	Annual Maintenance Contract of the 15 kWp Solar PV Power Plant with 50 kWh Lithium Titanium Oxide BESS for SECOND YEAR	2	INR 0.00			INR 0.00	0.840	INR 0.00
3	Annual Maintenance Contract of the 15 kWp Solar PV Power Plant with 50 kWh Lithium Titanium Oxide BESS for THIRD YEAR	3	INR 0.00			INR 0.00	0.770	INR 0.00
4	Annual Maintenance Contract of the 15 kWp Solar PV Power Plant with 50 kWh Lithium Titanium Oxide BESS for FOURTH YEAR	4	INR 0.00			INR 0.00	0.706	INR 0.00
5	Annual Maintenance Contract of the 15 kWp Solar PV Power Plant with 50 kWh Lithium Titanium Oxide BESS for FIFTH YEAR	5	INR 0.00			INR 0.00	0.648	INR 0.00
	TOTAL NPV OF O&M FOR 05 YEARS (1+2+3+4+5)		INR 0.00			INR 0.00		INR 0.00
	TOTAL NPV OF O&M FOR 05 YEARS (1+2+3+4+5)	(In Words)						

NOTES

- Bidders are required to mention the GST amount (Column I) on the actual AMC cost of the yearly basis & not on the NPV of AMC cost.
- AMC Charges on YoY basis must be in equal or in ascending order only.