



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

D - 3, 1st Floor, Wing - A, Religare Building, District Centre,
Saket, New Delhi - 110 017
Tel: 011 - 71989200, Fax: 011 - 71989243
E mail : contracts@seci.co.in

Notice Inviting Tender
On behalf of



INDIAN INSTITUTE OF CARPET TECHNOLOGY

For

Design, Engineering, Manufacture, Supply, Installation,
Erection, Testing & Commissioning of 5000 nos.
(3 * 3W) LED based Solar Home Lighting System
including 02 Years Annual Maintenance Contract (AMC)
under Domestic Competitive Bidding

At

Varanasi, Bhadhoi and Mirzapur, Uttar Pradesh

Tender No. [SECI/C&P/IICT/UP-VBM/042017/001](#)

Dated: 31/07/2017

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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: 31/07/2017



SECTION - I

INVITATION

FOR BIDS (IFB)

INVITATION FOR BIDS (IFB)

FOR

DESIGN, ENGINEERING, MANUFACTURE, SUPPLY, STORAGE, CIVIL WORK, INSTALLATION, ERECTION, TESTING & COMMISSIONING INCLUDING 01 (ONE) YEAR SYSTEM WARRANTY & 02 (TWO) YEARS ANNUAL MAINTENANCE CONTRACT (AMC) OF 5000 NOS. 9W (3 * 3W) LED BASED SOLAR HOME LIGHTING SYSTEM UNDER DOMESTIC COMPETITIVE BIDDING

(SINGLE STAGE TWO ENVELOPE BIDDING) **under e-Tendering**

- 1.0 The Indian Institute of Carpet Technology (IICT), the only of its kind in Asia, has been set up by Ministry of Textiles, Govt. of India to provide much needed support to Textile, Carpet and Allied Industries. On demand of the carpet weavers of Varanasi, Bhadohi and Mirzapur belt of Uttar Pradesh, Hon'ble Ministry of Textiles accepted their demand and announced for distribution of 5000 Inverters to carpet weavers in the area of Varanasi, Bhadohi and Mirzapur belt of Uttar Pradesh.
- 2.0 Due to disruption in the continuous supply of electricity in the mentioned area, it is felt that Battery operated Inverters as envisaged earlier would not serve the purpose of home lighting. Hence procurement of standalone Solar home lighting system is proposed.
- 3.0 The EPC/ Tender activities in respect of the aforesaid Project on behalf of Indian Institute of Carpet Technology (IICT) 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, Religare Building, District Centre, Saket, New Delhi - 110 017 (hereinafter referred to as 'SECI'/ EMPLOYER). For the purpose of all procurement activities related to the said works, SECI shall be referred to as 'Employer' and 'Indian Institute of Carpet Tehnology (IICT), Bhadohi' as "the Owner".
- 4.0 Employer, therefore, invites bids from eligible bidders to participate in the Tender for Design, Engineering, Manufacture, Supply, Storage, Civil Work, Installation, Erection, Testing & Commissioning including 01 (One) Year System Warranty and 02 (Two) Years Annual Maintenance Contract (AMC) after 01 (One) Year overall system warranty in respect of all the equipment's and accessories of 5000 Nos. 9W (3 * 3W) LED based Solar Home Lighting System under Domestic Competitive Bidding.
- 5.0 The complete Bidding Documents are available at TCIL portal <https://www.tcil-india-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.tcil-india-electronictender.com> as per the provisions available therein.
- 6.0 Interested bidders have to necessarily register themselves on the portal <https://www.tcil-india-electronictender.com> through M/s Telecommunications Consultants India Limited (TCIL), 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 TCIL, New Delhi to complete the registration formalities. The address of M/s TCIL is mentioned on the Bid Information Sheet. All required documents and formalities for registering on TCIL 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.tcil-india-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 Employer 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.

- 7.0 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 Employer 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, Employer 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, Employer 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.

- 8.0 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 domestic 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 Employer and the Bidder/ Contractor shall be governed by the Bidding Documents/ Contract signed between the Employer and the Contractor for the package.
- 9.0 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 of TCIL (<https://www.tcil-india-electronictender.com>), SECI website <http://www.seci.co.in> and as indicated in the Bid Information Sheet.
- 10.0 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.**

- 11.0 Tender documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from ETS Portal of TCIL (<https://www.tcil-india-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 of TCIL to participate in the Tender.** Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this Tender shall be uploaded on TCIL website. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above mentioned TCIL 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 TCIL website shall prevail.**

- 12.0 The detailed scope of work includes :

- 12.1 Design, Engineering, Manufacture, Supply, Storage, Civil Work, Installation, Erection, Testing & Commissioning of 5000 Nos. 9W (3 * 3W) LED based Solar Home Lighting System.
- 12.2 01 (One) Year System Warranty and 02 (Two) Years Annual Maintenance Contract (AMC) after 01 (One) Year overall system warranty in respect of all the equipment's and accessories

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.

- 13.0 Incase 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 Employer (offline) whose mailing address is mentioned in the Bid Information Sheet.
- 14.0 For multiple packages, 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/ Owner.
- 15.0 The detailed Qualifying Requirements (QR) are given in the Annexure to BDS.
- 16.0 The Employer shall conduct e-Reverse Auction (e-RA), if required or as per provisions of **Special Conditions of Contract (SCC)** of Tender documents: **NOT APPLICABLE TO THIS TENDER**

- 17.0 ***Employer/ 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.
5. 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, Manufacture, Supply, Storage, Civil Work, Installation, Erection, Testing & Commissioning of 5000 Nos. 9W (3 * 3W) LED based Solar Home Lighting System including 01 (One) Year System Warranty and 02 (Two) Years Annual Maintenance Contract (AMC)</p> <p>Demonstration of Performance of the Solar Lighting System Plant as per the requirement specified in the Technical Specifications (TS) of the Tender documents.</p> <p>Comprehensive Annual Maintenance of the SPV Plant for 02 (Two) Years after 01 (One) Year overall system warranty in respect of all the equipment's and accessories.</p> <p>The detailed Scope of Work is indicated in Section - VII, Scope of Work and Technical Specifications (TS) of this Tender Documents.</p>				
(B)	TENDER NO. & DATE	SECI/C&P/IICT/UP-VBM/042017/001 dated 12/04/2017				
(C)	MULTIPLE BIDDING SYSTEM	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">ALLOWED</td> <td style="width: 50%; text-align: center;"><input style="width: 80%;" type="text"/></td> </tr> <tr> <td style="text-align: center;">NOT ALLOWED</td> <td style="text-align: center;"><input style="width: 80%;" type="text" value="Yes"/></td> </tr> </table>	ALLOWED	<input style="width: 80%;" type="text"/>	NOT ALLOWED	<input style="width: 80%;" type="text" value="Yes"/>
ALLOWED	<input style="width: 80%;" type="text"/>					
NOT ALLOWED	<input style="width: 80%;" type="text" value="Yes"/>					
(D)	TYPE OF TENDER	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">E-TENDER</td> <td style="width: 50%; text-align: center;"><input style="width: 80%;" type="text" value="Yes"/></td> </tr> <tr> <td style="text-align: center;">MANUAL</td> <td style="text-align: center;"><input style="width: 80%;" type="text"/></td> </tr> </table>	E-TENDER	<input style="width: 80%;" type="text" value="Yes"/>	MANUAL	<input style="width: 80%;" type="text"/>
E-TENDER	<input style="width: 80%;" type="text" value="Yes"/>					
MANUAL	<input style="width: 80%;" type="text"/>					
(E)	COMPLETION/ CONTRACT PERIOD	As mentioned in Special Conditions of Contract (SCC).				

(F)	TENDER PROCESSING FEE	<table border="1"> <tr> <td data-bbox="619 297 906 409">APPLICABLE</td> <td data-bbox="906 297 1173 409">Yes</td> </tr> <tr> <td data-bbox="619 409 906 488">NOT APPLICABLE</td> <td data-bbox="906 409 1173 488"></td> </tr> </table> <p>Amount: INR 12980/- (Indian Rupees Twelve Thousand, Nine hundred & eighty only) inclusive of GST @ 18%.</p>	APPLICABLE	Yes	NOT APPLICABLE	
APPLICABLE	Yes					
NOT APPLICABLE						
(G)	EARNEST MONEY DEPOSIT (EMD)	<table border="1"> <tr> <td data-bbox="619 633 906 701">APPLICABLE</td> <td data-bbox="906 633 1145 701">Yes</td> </tr> <tr> <td data-bbox="619 701 906 768">NOT APPLICABLE</td> <td data-bbox="906 701 1145 768"></td> </tr> </table> <p>Amount: INR 9,00,000/- (Indian Rupees Nine Lacs Only)</p>	APPLICABLE	Yes	NOT APPLICABLE	
APPLICABLE	Yes					
NOT APPLICABLE						
(H)	CONTRACT PERFORMANCE SECURITY	<table border="1"> <tr> <td data-bbox="619 887 906 954">APPLICABLE</td> <td data-bbox="906 887 1145 954">Yes</td> </tr> <tr> <td data-bbox="619 954 906 1021">NOT APPLICABLE</td> <td data-bbox="906 954 1145 1021"></td> </tr> </table>	APPLICABLE	Yes	NOT APPLICABLE	
APPLICABLE	Yes					
NOT APPLICABLE						
(I)	DATE, TIME & VENUE OF PRE-BID MEETING	<p>To be intimated later on at www.seci.co.in</p> <p>CONTACT: Sh. Sanjay Sharma General Manager (C&P) OR Sh. Sandeep Kumar Manager (C&P) Solar Energy Corporation of India Limited (A Government of India Enterprise) D - 3, 1st Floor, Wing - A, Religare Building, District Centre, Saket, New Delhi - 110 017 E mail: contracts@seci.co.in Phone: 011-71989200/71989290</p>				
(J)	BID-SUBMISSION DEADLINE	1800 HRS (IST) 31.08.2017				
(K)	TECHNO-COMMERCIAL BID OPENING	1100 HRS (IST) 01.09.2017				
(L)	TECHNICAL QUERIES CONTACT DETAILS	<p>Sh. Rajesh Kumar Jain Addl. General Manager (PS) OR Sh. Chandra Kumar Singh</p>				

		Deputy Manager (PS) Solar Energy Corporation of India Limited (A Government of India Enterprise) D - 3, 1 st Floor, Wing - A, Religare Building, District Centre, Saket, New Delhi - 110 017 E mail: agmsolar@seci.co.in Phone: 011-71989200/ 71989211/ 71989246
(M)	CONTACT DETAILS OF TCIL	M/s Telecommunications Consultants India Limited 6 th Floor, TCIL Bhawan, Greater Kailash - 1 New Delhi - 110 048 Contact Person : ETS Support Team Contact No. : 011 26202699 (Multiline) / 26241790 / 26202661 Email : ets_support@tcil-india.com

- 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 of TCIL (<https://www.tcil-india-electronicstender.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 three respective parts as mentioned briefly below: -
 - (i) First Contract: For Ex-Works Supply of all equipments and materials including mandatory spares and any other supplies specified in the Contract Documents (whether from India or abroad).
 - (ii) Second Contract: For providing all services i.e. Transportation for delivery at site, Insurance, Unloading, Storage, Handling at Site, Civil Works, Erection, Installation, Testing and Commissioning including Performance Testing in respect of all the equipments supplied under the "First Contract" and any other services specified in the Contract Documents.

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

- (iii) Third Contract : Comprehensive Annual Maintenance Contract for the 5000 Nos of 3*3 W LED based Solar Home Lighting System for 02 (Two) Years after 01 (One) Year overall system warranty in respect of all the equipment's, components and accessories as mentioned in detailed scope of work

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



SECTION - II

INSTRUCTION TO BIDDERS (ITB)

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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 Employer/ Owner. It also provides information on bid submission and uploading the bid on portal <https://www.tcil-india-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 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 - 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 Employer/ Owner, wishes to receive Bids as described in the Bidding documents/ Tender documents issued by Employer/ 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 Employer 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 Employer/ 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

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be on the banning list of Employer/ 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 Employer/ Owner by the bidder.

It shall be the sole responsibility of the bidder to inform Employer/ Owner/ MNRE in case the bidder is debarred from bidding by Employer/ 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 Employer/ Owner by the bidder.

It shall be the sole responsibility of the bidder to inform Employer/ 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

Tender for Design, Engineering, Manufacture, Supply, Installation, Erection, Testing & Commissioning of 5000 nos. (3 * 3W) LED based Solar Home Lighting System including 02 Years AMC under Domestic Competitive Bidding

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 Employer/ 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 Employer/ 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, Employer/ 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

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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/ DIC/ Udyog Aadhaar 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/ DIC/ Udyog Aadhaar Category.**
- 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 Employer and shall not be returned under any circumstances. No plea in this regard shall be entertained by the Employer/ 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 Employer/ 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 Employer/ 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 Employer/ 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 Employer/ Owner for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder

to 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 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]
- Section-IV : Annexure to Bid Data Sheets [Qualifying Requirements]
- Section-V : General Conditions of Contract [GCC]
- Section-VI : 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, Employer/ 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 Employer in writing by E-mail or at Employer's mailing address indicated in the Bid Information Sheet no later than 02 (Two) days prior to 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). Employer reserves the right to ignore the bidders request for clarification if received beyond the aforesaid period. Employer may respond in writing to the request for clarification. Employer's response including an explanation of the query, but without identifying

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the source of the query will be uploaded on ETS Portal of TCIL <https://www.tcil-india-electronictender.com> and/ or Employer's website www.seci.co.in.

- 8.2 Any clarification or information required by the Bidder but same not received by the Employer 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', Employer/ 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 of TCIL <https://www.tcil-india-electronictender.com> and/ or Employer's website www.seci.co.in. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.
- 9.3 The Employer, 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 Employer/ 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

5000 nos. 9W (3 * 3W) LED based Solar Home Lighting System	<u>Tender No. SECI/C&P/IICT/UP-VBM/042017/001</u>	<u>ITB</u> <u>Page 10 of 52</u>	<u>Signature of Bidder</u>
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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

- Original Non-Refundable Tender Processing Fee as per clause no. 05 of ITB
- Original Non-Refundable Cost of Tender Document, if applicable
- 'Covering Letter' on Bidder's 'Letterhead' (in Original) clearly specifying the enclosed contents, as per 'Form F-0'
- EMD in original as per Clause 16 of ITB as per 'Form F-4' or as prescribed.
- 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)
- 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)
- Indemnity Bond (as per 'Form F-21')
- Shareholding Certificate (as per 'Form F-23')
- Power of Attorney for authorized signatory in non-judicial stamp paper (as per 'Form F-24')
- Copy of Board Resolution
- 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)
- Any Additional document as specified in Bidding Data Sheet (BDS).

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 TCIL portal <https://www.tcil-india-electronictender.com> as per provisions therein.

(a) As part of First Envelope

- The Electronic Form of the bid for First Envelope (Techno-Commercial), as available on the TCIL portal, shall be duly filled.
- Programmed file - Attachments (as detailed against clause no. 11.I) and Bid Form for first envelope.

- III. Certificate of Incorporation
- IV. 'Bidder's General Information', as per 'Form F-1'.
- V. 'Bid Form', as per 'Form F-2'
- VI. 'No Deviation Confirmation', as per 'Form F-6'
- VII. 'Bidder's Declaration regarding Banning, Liquidation etc.', as per 'Form F-7'
- VIII. **NOT APPLICABLE TO THIS TENDER**
- IX. 'Bidders Experience as per 'Form F-13'
- X. E-Banking Format (as per 'Form F-19')
- XI. Certificate of Relationship (as per 'Form F-25') : **NOT APPLICABLE TO THIS TENDER**
- XII. Undertaking from The Financially Evaluated Entity (as per 'Form F-26') : **NOT APPLICABLE TO THIS TENDER**
- XIII. Duly attested documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification
- XIV. 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
- XV. Document showing Financial Situation Information as sought in enclosed Format F-16
- XVI. 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).
- XVII. Sealed and signed/ digitally signed, Blank copies (**WITHOUT PRICES**) of SOR-1 mentioning "**QUOTED**" for all the items of the SOR.

Bidder should explicitly note that no prices are to be mentioned in the SOR here & only needs to write "QUOTED".
- XVIII. Any Additional document as specified in Bidding Data Sheet (BDS).
 - (b) As part of Second Envelope
 - I. The Electronic Form of the bid for Second Envelope (Price - Part), as available on the TCIL portal, shall be duly filled. "Termed as **ELECTRONIC FORM**"

- II. Main Price Bid comprising of SOR-1 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 AMC) of the Tender.

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 Employer/ 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.
- 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 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 all the Components of Goods & Service Tax (GST) (applicable for both Central and State) in the SOR formats viz SOR-1. This data is required to ascertain the**
- Computation of taxes assumed at the time of bidding.**
 - 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) components 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 Owner is not able to take CENVAT benefit of the taxes due to fault of the Contractor, 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,

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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, Employer/ Owner may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from Employer/ Owner.

13.3 In case CBIC (Central Board of Indirect Taxes) brings to the notice of Employer/ Owner that the contractor has not remitted the amount towards GST collected from Employer/ Owner to the government exchequer, then, that contractor may be debarred from bidding in future tenders of Employer/ Owner for given period as per the sole discretion of Employer/ 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 Employer/ Owner.
- b) The base date for the purpose of applying statutory variation shall be the date of techno-commercial bid opening.

13.5 **NOT APPLICABLE to THIS TENDER**

13.6 **Where the Employer/ Owner is entitled to avail/ take the CENVAT credit of GST:**

13.6.1 Owner/ Employer will reimburse the GST to the Contractor at actuals against submission of cenvatable invoices issued in accordance with GST rules to enable Owner/ Employer 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 **NOT APPLICABLE TO THIS TENDER**

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

13.7.1 Owner/ Employer 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

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the Engineer-In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

13.8 **NOT APPLICABLE TO THIS TENDER**

- 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 Employer/ Owner to avail CENVAT credit, If applicable.

If CENVAT credit with respect to GST tax is not available to Employer/ Owner for any reason which is not attributable to Employer/ Owner, then Employer/ 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 the such GST together with all penalties and interest if any, against any amounts paid or payable by Employer/ 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 Employer as 'non-responsive'.

- 15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer 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 '**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

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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 Employer/ Owner against the risk of Bidder's conduct, which would warrant the EMD's forfeiture, pursuant to "ITB: Clause-16.7".
- 16.3 Employer/ 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

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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 100 Crores (Indian Rupees One 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 submission date).
 - (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/ DIC/ Udyog Aadhar 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/ DIC/ Udyog Aadhaar Category.

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 should be calculated and sufficed. The validity of the submitted EMD 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 TCIL 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 Employer/ 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). 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. Employer/ Owner will accept bids based on terms & conditions of Tender Documents only. Bidder may note Employer/ 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. Employer's/ Owner's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. Employer/ 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

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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**

Employer/ Owner has initiated payments to Suppliers and Contractors electronically, and to facilitate the payments electronically through '**e-banking**'. The successful bidder should give

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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.I 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, Manufacture, Supply, Installation, Erection, Testing & Commissioning of 5000 nos. (3 * 3W) LED based Solar Home Lighting System including 02 Years AMC under Domestic Competitive Bidding	
Tender Document No.	SECI/C&P/IICT/UP-VBM/042017/001
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, 1 st Floor, Wing - A, Religare Building District Center, Saket New Delhi - 110 017

21.3 All the bids shall be addressed to the Employer 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 Employer/ 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 Employer/ 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 of TCIL <https://www.tcil-india-electronictender.com> and/ or Employer'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 after 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

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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, Employer 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 Employer/ Owner after following the due procedure.

25 **EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

Employer/ 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 Employer's/ Owner's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which Employer/ Owner shall respond quickly.

[E] - BID OPENING AND EVALUATION

26 **BID OPENING**

26.1 ***Unpriced Bid Opening:***

As the case may be, Employer 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 Employer/ Owner.

26.2 ***Priced Bid Opening:***

26.2.1 Employer 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 and returned unopened after opening of the price bids of techno-commercially responsive bidders.

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

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Employer'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 EMPLOYER/ OWNER

- 28.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer/ Owner on any matter related to the Bid, it should do so in writing. Information

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relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.

- 28.2 Any effort by the Bidder to influence the Employer/ Owner in the Employer'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 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 Employer 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 Employer/ 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 employer 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 Employer'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 Employer 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 Employer and may not subsequently be made responsive by correction or withdrawal of the of 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 Employer, 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 Employer 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 Employer 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, and the EMD shall be forfeited.

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 Employer 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 Employer 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 Employer will examine

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the information supplied by the bidders, pursuant to ITB Clause 11, and other requirements in the Bidding Documents, taking into account the following factors:

- 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 will be rejected for non-responsiveness.
- achievement of specified performance criteria by the facilities
- compliance with the time schedule

The plant and equipment covered by this bidding shall have the 'Taking Over' by the Employer/ Owner after successful Completion. No credit will be given to earlier completion. Bids offering completion beyond the specified period are liable to be rejected.

- type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services
- any other relevant technical factors that the Employer/ Owner deems necessary or prudent to take into consideration.
- any deviations to the commercial and contractual provisions stipulated in the Tender Documents.
- details furnished by the bidder in response to the requirements specified in the Tender Documents.

32.2 Opening of Second Envelope by Employer

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

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contract as provided in ITB Clause 35. Further award may also be placed on more than one bidder as per provisions of Tender.

Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances except bids received by Employer within due date and time of bid submission deadline.

32.3 Evaluation of Financial Part (Second Envelope)

32.3.1 The Employer 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 Employer'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. Evaluated Bid Value (EBV) of the EPC/ LSTK Contract Value i.e., Total sum of the price comprising of Ex-Works Supply of all Equipments and materials including spares and any other supplies specified in the Contract Documents, providing all services i.e. Freight & Insurance including loading, unloading, storage, handling at site, Civil works, Erection, Installation, Testing and Commissioning, Performance Testing & Annual Maintenance for 02 (Two) Years in respect of all the equipment's supplied and any other services specified in the Contract Documents including Goods & Service Tax (GST) as per the Technical Scope of Work..

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

SOR -1 is the Schedule and Breakup of Lump sum Price (Supply, Service and CAMC) of the Tender.

Bidder to mention the Annual Maintenance Contract price on per year basis in CELL NO E 21 OF SOR-1.

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

32.4 Evaluation of Price Bid

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

- 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).
- The mentioned Total Evaluated Bid Value will be considered up to 2 decimal places only.
- Bidder with Total lowest EBV shall be L-1, Bidder with Second lowest EBV shall be L-2 & so on.
- The Total Evaluated Bid Value shall be inclusive of Goods & Service Tax (GST) as quoted by the bidder. However, the award shall be placed excluding of GST as against the taxation bifurcation submitted by the successful bidder in the SOR format.
- SOR -1 is the Schedule and Breakup of Lump sum Price (Supply, Service and CAMC) of the Tender.
- Bidder to mention the Annual Maintenance Contract price on per year basis in CELL NO E 21 OF SOR-1
- The ceiling price of each (3 * 3W) LED based Solar Home Lighting System including 02 Years AMC is kept at Rs. 8700 (Eighty Seven Hundred only) per Unit, which is inclusive of applicable Goods & Service Tax (GST). Bidders are required to quote the prices in Price bid within the ceiling Price only. If the Price of each (3*3W) LED based Solar Home Lighting System including 02 years AMC as per CELL No I 27 of SOR 1 is more than the ceiling price of Rs 8700, then the bid shall be rejected out rightly.**

32.4.2 Procedure for e- Reverse Auction (e-RA): **NOT APPLICABLE TO THIS TENDER**

5000 nos. 9W (3 * 3W) LED based Solar Home Lighting System	Tender No. SECI/C&P/IICT/UP-VBM/042017/001	ITB Page 29 of 52	Signature of Bidder
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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/ Owner will award the Contract to the successful Bidder 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', Employer/ 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 "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 In case 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 Employer/ 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 & further can successfully execute the Tender by allocating the subject work to the Techno commercially successful L2, L3 discovered bidders thereby forfeiting the EMD of the nominated successful bidder

37 SIGNING OF CONTRACT AGREEMENT

37.1 The successful Bidder/ Contractor shall be required to execute the 'Contract Agreement' 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 Employer/ 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 & further can successfully execute the Tender by allocating the subject work to the Techno commercially successful L2, L3 discovered bidders thereby forfeiting the EMD of the nominated successful bidder

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/ 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 owner as **"Indian Institute of Carpet Technology, Bhadhoi" payable at Bhadhoi, Uttar Pradesh, India**". 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 100 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 **"Indian Institute of Carpet Technology, Bhadhoi" payable at Bhadhoi, Uttar Pradesh, India**".
- 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

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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/ 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 60 (Sixty) 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 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).
- 38.8 All compensation or other sums of money payable by the Contractor to the Employer/ 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 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 sale of his Contract Performance Security, or any part thereof. No interest shall be payable by the Employer 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 Employer'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 Employer/ 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 Employer/ Owner, such decision of Employer/ Owner shall be final and binding on such Vendor/ Supplier/ Contractor/

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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

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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 (ADDENDUM TO PROVISION REGARDING APPLICABLE LAWS AND SETTLEMENT OF DISPUTES OF GCC)

- 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

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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 =====

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 Employer 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 Employer/ 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 Employer/ Owner investigating into the conduct of Agency/ party and shall include the Vigilance Department of the Employer/

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 Employer/ 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 Employer/ 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)/ Employer/ 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 Employer/ 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 Employer/ 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 Employer/ 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 Employer/ 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 Employer/ Owner or the Ministry of New

& Renewable Energy (ii) bidder is not banned by any Government Department/ Public Sector.

Annexure-II

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 TCIL (<https://www.tcil-india-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) to access TCIL'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/

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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.tcil-india-electronictender.com> through TCIL, a Government of India Undertaking. 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.

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 Digital Signing Certificate (DSC)-Class II and above.
- 4.1.2 Register on Electronic Tendering System® (ETS)
- 4.1.3 Create Marketing Authorities (MAs), Users and assign roles on ETS
- 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
- 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.tcil-india-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

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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 TCIL/ 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 TCIL (<https://www.tcil-india-electronictender.com>). If the official copy of the documents is not downloaded from ETS Portal of TCIL 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.

TCIL/ ETS Helpdesk	
Telephone/ Mobile	Customer Support: +91-11- 26202699 (Multiple Telephone lines) / 26241790 (Monday to Friday from 10 AM to 6 PM except Government Holidays) Emergency Mobile Numbers: +91-9868393792, 9868393775, 9868393717
Email-ID	ets_support@tcil-india.com

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

5000 nos. 9W (3 * 3W) LED based Solar Home Lighting System	<u>Tender No. SECI/C&P/IICT/UP-VBM/042017/001</u>	<u>ITB</u> <u>Page 46 of 52</u>	<u>Signature of Bidder</u>
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- (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'
- (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) Indemnity Bond (as per 'Form F-21')
- (h) Shareholding Certificate (as per 'Form F-23')
- (i) Power of Attorney for authorized signatory in non-judicial stamp paper (as per 'Form F-24')
- (j) Copy of Board Resolution
- (k) 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)
- (l) Any Additional document as specified in Bidding Data Sheet (BDS).

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".

5.2 Soft Copy

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

(A) As part of First Envelope

- (a) The Electronic Form of the bid for First Envelope (Techno-Commercial), as available on the TCIL portal, shall be duly filled.
- (b) Programmed file - Attachments (as detailed against clause no. 11.I) and Bid Form for first envelope.
- (c) Certificate of Incorporation
- (d) 'Bidder's General Information', as per 'Form F-1'.
- (e) 'Bid Form', as per 'Form F-2'
- (f) 'No Deviation Confirmation', as per 'Form F-6'

- (g) 'Bidder's Declaration regarding Banning, Liquidation etc.', as per 'Form F-7'
- (h) 'Acknowledgement cum Consent Letter' in case of Limited/ Single Tender, as per 'Form F-11'
- (i) E-Banking Format (as per 'Form F-19')
- (j) Certificate of Relationship (as per 'Form F-25')
- (k) Undertaking from The Financially Evaluated Entity (as per 'Form F-26')
- (l) Duly attested documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification
- (m) 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
- (n) Document showing Financial Situation Information as sought in enclosed Format F-16
- (o) 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)
- (p) Any Additional document as specified in Bidding Data Sheet (BDS).

(B) As part of Second Envelope

- (a) The Electronic Form of the bid for Second Envelope (Price - Part), as available on the TCIL portal, shall be duly filled. "Termed as **ELECTRONIC FORM**"
- (b) Main Price Bid comprising of SOR-1 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

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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).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

5.4 Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-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

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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 users, assigning roles to them, etc.

3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc)
5. 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, as EMD shall be refunded. No request on this account shall be entertained by Employer/ Owner.
6. 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

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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 Priced Bid

The Priced Bid (i.e. Part II - Price Bid, refer ITB for details) to be uploaded using Link given under TCIL 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/ 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 TCIL'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/ 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 TCIL'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 TCIL'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 band internet connectivity without Proxy settings is another option.



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 Employer is:</p> <p>Solar Energy Corporation of India Limited, D - 3, 1st Floor, Wing - A, Religare Building, District Centre Saket, New Delhi - 110 017</p> <p>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</p> <p>The Owner is:</p> <p>Indian Institute of Carpet Technology Chauri Road, Bhadohi, Uttar Pradesh - 221 401</p> <p>Kind Attn.: Administrative Cum Security Officer Telephone Nos.: - 0091-(0)5414-225504 Fax No.: - 0091-(0)5414-225509 E-mail: - iict@iict.ac.in</p>
2.	ITB 1.2	<p>The Scope of the Tender/ Work is:</p> <p>Design, Engineering, Manufacture, Supply, Storage, Civil Work, Installation, Erection, Testing & Commissioning including 01 (One) Year System Warranty and 02 (Two) Years Annual Maintenance Contract (AMC) of 5000 Nos. 9W (3 * 3W) LED based Solar Home Lighting System at Varanasi, Bhadohi and Mirzapur, Uttar Pradesh</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 is allowed.</p>
5.	ITB 15.0	<p>Bid Validity:</p> <p>The bid validity period shall be 150 (One Hundred and Fifty) 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 Employer is:</p> <p>Solar Energy Corporation of India Limited, D - 3, 1st Floor, Wing - A, Religare Building, District Centre Saket, New Delhi - 110 017</p> <p>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</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
7.	ITB 26.1	The bid opening shall take place at: Solar Energy Corporation of India Limited, D - 3, 1 st Floor, Wing - A, Religare Building, District Centre Saket, New Delhi - 110 017
8.	ITB 35	Award of Contract: Subject to "ITB: Clause-29", Owner (IICT, Bhadoi) will award the Contract to the successful Bidder 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.
9.	ITB 36.1	Prior to the expiry of 'Period of Bid Validity', Owner (IICT, Bhadoi) 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
10.	ITB 37.2	State of which stamp paper is required for Contract Agreement: Uttar Pradesh, India



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 company or by a Joint Venture/ Consortium of two or more companies. (Specific requirements for Joint Venture/ Consortium 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 and engaged in the business of Power/ Infrastructure, Limited Liability Partnership Firms, barring Government Department as well as those firms from the countries against whom sanction for conducting business is imposed by Government of India and barring those firms with whom business is banned by the Employer/ Owner.

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 one (01) 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 bidders should be a manufacturer of SPV Cells/ Modules or Battery or PV System Electronics or LED Lights (Conforming to relevant National/ International Standards). The

manufacturing facility must be in operation for at least 01 (One) year as on date of opening of techno-commercial bid.

And

A bidder who has supplied, installed and commissioned at least **5000 nos. of not less than 24Wp Module size each** of Solar PV Home Lighting System in last 07 (Seven) Financial years and till date of techno-commercial bid opening). The Solar PV Home Lightings must be in satisfactory operation for at least 06 (Six) months from the date of commissioning.

Bidder shall submit, in support to the above, the list of Solar PV Home Lighting System supplied/projects commissioned along with their work order/ LOI and the Commissioning Certificates along with the Performance Certificate. The Performance Certificate must be issued for minimum 06 (Six) months from the date of commissioning of any such supply/Projects. The Performance Certificate shall be issued from any state/ central owned agencies or state power departments or authorized representative of system owner. Incase of manufacturer, the list of successful supplies (mentioning the total capacity supplied) for minimum 01 year shall be submitted. In support the manufacturer need to submit the copies of purchase order/ work order indicating the capacity supplied.

Successful bidder shall submit valid Test Certificate(s) for all the components of the System they will supply under this Package. Also, the test Certificate for complete System shall be submitted by the successful bidder. The Test Certificates should have been issued by any of the MNRE approved Test Centres or equivalent reputed Test Centres and shall be submitted within maximum 90 (Ninety) days from the date of issuance of NOA/ LOI/ LOA.

“In case bidder is a holding company, the technical experience referred to in clause 1.2 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, the technical experience referred to in clause 1.2 above shall be of that subsidiary company only (i.e. excluding its holding companies).”

The Bidder shall furnish copies of all the documents in support of Technical Eligibility Conditions (duly self certified/ self attested) along with the Bid in support of meeting the above mentioned QR.

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. However, jobs executed for Subsidiary/ Fellow subsidiary/ Holding company will be considered as experience for the purpose of meeting Eligibility Conditions subject to submission of tax paid invoice(s) duly certified by statutory auditor of the Bidder towards payments of statutory taxes in support of the job executed for the Subsidiary/ Fellow subsidiary/ Holding company. Such Bidder should submit these documents in addition to the documents specified in the bidding document to meet 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 2014-2015, 2015-2016 and 2016-17) should be **INR 219, 00,000/- (Indian Rupees Two Crores & Nineteen Lacs only)**. In case the audited annual accounts for the year 2016-17 are not available with the bidder, Minimum Average Annual Turnover shall be considered for the average of its last three preceding years (i.e. FY 2013-14, 2014-2015, and 2015-2016). *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 registered CA should be compulsorily enclosed along with corresponding annual accounts.

OR

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

OR

The bidder should have a minimum Working Capital of INR **INR 73, 00,000/- (Indian Rupees Seventy Three Lacs 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 100 Crores, confirming the availability of the line of credit for equal to or more than **INR 73, 00,000/- (Indian Rupees Seventy Three Lacs only)**

- 1.3.1 **Not Applicable to this Tender**
- 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 **NOT APPLICABLE TO THIS TENDER**
- 1.3.7 **NOT APPLICABLE TO THIS TENDER**

- 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.

Copy of audited annual financial statements shall necessarily be attested by Notary Public with legible stamp

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 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/ DIC/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.



SECTION - IV

GENERAL CONDITIONS OF CONTRACT (GCC)

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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 New Delhi 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 **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 twenty six percent (26%) of the voting rights of the other company.

1.1.2 **APPROVED** shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.

1.1.3 **AMC** shall mean Annual Maintenance Contract.

1.1.4 **APPOINTING AUTHORITY** for the purpose of arbitration shall be the any person so designated by the Employer/ Owner.

1.1.5 **ASSOCIATE** means a party who has been conjoined by the Contractor to independently execute a pre-selected part of facilities of the Contract and grant him the associated Contractual rights and obligations, without diluting the overall responsibility of the Contractor in respect of the Facilities under the Contract.

1.1.6 **ARBITRATOR** means the person or persons appointed by agreement between the Employer and the Contractor to make a decision on or to settle any dispute or difference between the Employer and the Contractor referred to him or her by the parties.

1.1.7 **B.I.S.** means specifications of Bureau of Indian Standards (BIS).

1.1.8 **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.

1.1.9 **BID CAPACITY** means the capacity offered by the bidder in his Bid under Tender Document.

1.1.10 **BIDDER** means Bidding Company/ Expert submitting the Bid. Any reference to the Bidder includes Bidding Company/ Experts including its successors, executors and permitted assigns as the context may require.

1.1.11 **CEA** means the Central Electricity Authority.

1.1.12 **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.

- 1.1.13 **COLLABORATOR or PARENT COMPANY** means the firms/ corporations who has provided technological support to the manufacturer for establishing production line for the specific Equipment.
- 1.1.14 **COMPANY** means a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto.
- 1.1.15 **CONTRACT** shall mean the Agreement between the Employer/ Owner and the Contractor for the execution of the works including therein all Contract documents.
- 1.1.16 **CONTRACTOR/ SUCCESSFUL BIDDER/ PROJECT DEVELOPER** means the person or the persons, Company or Corporation whose Tender has been accepted by the Employer/ Owner and includes the Contractor's legal representatives his/ her successors and permitted assigns.
- 1.1.17 **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.
- 1.1.18 **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.
- 1.1.19 **CONTRACTOR'S REPRESENTATIVE** means any person nominated by the Contractor and approved by the Employer to perform the duties delegated by the Contractor.
- 1.1.20 **CONSULTANT** means Techno-Commercial experts who are the consulting engineer to the Employer/ Owner for this project.
- 1.1.21 **CONSTRUCTION EQUIPMENT** means all appliances/ equipment and things whatsoever nature for the use in or for the execution, completion, operation, or maintenance of the work or temporary works (as here in after defined) but does not include materials or other things intended to form or to be incorporated into the work, or camping facilities.
- 1.1.22 **COMMISSIONING** shall mean pressing into service of the system including the plant(s), equipment(s), machinery(ies), or any other section or sub-section of installation(s) pertaining to the work of the Contractor after successful testing and trial runs of the same. Commissioning can be either for a completed system or a part of system of a combination of systems or sub-systems and can be performed in any sequence as desired by Employer/ Owner and in a manner established to be made suited according to availability of pre-requisites. Any such readjustments made by Employer/ Owner in performance of Commissioning activity will not be construed to be violating Contract provisions and Contractor shall be deemed to have provided for the same.
- 1.1.23 **COMPLETION** means that the Facilities have been completed operationally and structurally and put in a tight and clean condition and that all works in respect of pre-commissioning of the Facilities has been completed (wherever required, as per Technical Specifications) and Commissioning followed by Trial - Operation has been completed.

- 1.1.24 **COMPLETION CERTIFICATE** shall mean the certificate to be issued by the Engineer-in-Charge when the works have been completed entirely in accordance with Contract Documents to his satisfaction.
- 1.1.25 **CONTROLLING OFFICER** means the authorized controlling person/ body of the Contract from respective department appointed by the Employer/ Owner to perform the duties delegated by the Employer/ Owner.
- 1.1.26 **CHANGE ORDER** means an order given in writing by the Engineer-in-Charge to effect additions to or deletion from and alteration in the works.
- 1.1.27 **DAY** means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 1.1.28 **DEFECT LIABILITY PERIOD/ WARRANTY PERIOD** in relation to a work/ supply means the specified period from the date of Completion Certificate/ date of receipt of material up to the date of issue of Final Certificate during which the Contractor/ Supplier 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.
- 1.1.29 **DRAWINGS** shall include maps, plans and tracings or prints or sketches thereof with any modifications approved in writing by the Engineer-in-Charge and such other drawing as may, from time to time, be furnished or approved in writing by the Engineer-in-Charge.
- 1.1.30 **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.
- 1.1.31 **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.
- 1.1.32 **ENGINEER/ ENGINEER-IN-CHARGE** shall mean the person designated from time to time by the Employer/ Owner and shall include those who are expressly authorized by him to act for and on his behalf for operation of this Contract.
- 1.1.33 **EFFECTIVE DATE** means the date of issuance of Notification of Award/ Letter of Intent/ Letter of Allocation from which the Time for Completion shall be determined.
- 1.1.34 **EVALUATED BID VALUE (EBV)** means the Evaluated Price derived from the Total Price quoted by the Bidder for the indicated scope of work against the subject Tender inclusive of GST or as described under the Tender document.
- 1.1.35 **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.
- 1.1.36 **FINAL CERTIFICATE** in relation to a work means the certificate regarding the satisfactory compliance of various provision of the Contract by the Contractor issued by the Engineer-in-Charge/ Employer after the period of liability is over.

- 1.1.37 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.
- 1.1.38 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.
- 1.1.39 IEC** means specifications of International Electro-Technical Commission.
- 1.1.40 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, inspection, expediting, site preparation works (including the provision and use of Contractor's Equipment and the supply of all construction materials required), installation, testing, precommissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training, etc.
- 1.1.41 kWp** means Kilo-Watt Peak.
- 1.1.42 kWh** shall mean Kilo-Watt-hour.
- 1.1.43 LANGUAGE FOR DRAWINGS AND INSTRUCTION** All the drawings, titles, notes, instruction, dimensions, etc. shall be in English Language only.
- 1.1.44 LETTER OF ALLOCATION (LOA)/ LETTER OF INTENT (LOI)** shall mean intimation vide Letter/ E-mail to Bidder(s) indicating allocated capacity/ quantity that the Tender has been accepted in accordance with the provisions contained in the letter.
- 1.1.45 MNRE** means Ministry of New and Renewable Energy, Government of India.
- 1.1.46 MOBILIZATION** shall mean establishment of sufficiently adequate infrastructure by the Contractor at Site comprising of construction equipments, 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/ Employer/ Owner.
- 1.1.47 METRIC SYSTEM** - All technical documents regarding the construction of works are given in the metric system and all work in the project should be carried out according to the metric system. All documents concerning the work shall also be maintained in the metric system.
- 1.1.48 NET-WORTH** shall have same meaning as defined in Company Act 2013 and Amendment, if any.
- 1.1.49 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 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.

- 1.1.50 **NOTIFICATION OF AWARD (NOA)** means the official notice issued vide Letter/ E-mail by the Employer notifying the Contractor that his bid has been accepted.
- 1.1.51 **OPERATIONAL ACCEPTANCE** means the acceptance by the Employer of the Facilities (or any part of the Facilities where the Contract provides for acceptance of the Facilities in parts), which certifies the Contractor's fulfilment of the Contract in respect of Functional Guarantees of the Facilities (or the relevant part thereof) after successful Commissioning followed by Trial - Operation.
- 1.1.52 **O & M** means Operation & Maintenance of Commissioned Project/ Work/ Facilities under the Tender.
- 1.1.53 **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.
- 1.1.54 **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.
- 1.1.55 **PLANS** shall mean all maps, sketches and layouts as are incorporated in the Contract in order to define broadly the scope and specifications of the work or works, and all reproductions thereof.
- 1.1.56 **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.
- 1.1.57 **PRECOMMISSIONING** 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.
- 1.1.58 **PROJECT MANAGER/ OFFICER-IN-CHARGE** means the person appointed by the Employer/ Owner to perform the duties delegated by the Employer/ Owner.
- 1.1.59 **ROOFTOP SOLAR PV** shall mean Solar PV Array/ System installed on the Flat/ Inclined Roof of the building/ elevated platform on metallic or concrete structure minimum 10 feet above ground level/ Ground Mounted System (in the places where sufficient shadow free rooftop area is not available). In such instance, up to 40% Solar PV Array/ System capacity can be accommodated on nearby unutilised land subject to the Employer's/ Owner's approval.
- 1.1.60 **SCC** means the Special Conditions of Contract.
- 1.1.61 **SECI** means Solar Energy Corporation of India Limited, New Delhi (A Government of India Enterprise) under MNRE.
- 1.1.62 **SITE** means the land and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site.
- 1.1.63 **SNA** means State Nodal Agency.

- 1.1.64 **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/ Owner or Engineer-in-Charge 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.
- 1.1.65 **SUB-CONTRACTOR** means any person or firm or Company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor, with the written consent of the Engineer-in-Charge, and the legal representatives, successors and permitted assigns of such person, firm or company.
- 1.1.66 **TAKING OVER** means the Employer's/ Owner's written acceptance of the Facilities under the Contract, after successful Trial - Operation for the specified period in accordance with the Contract
- 1.1.67 **TEMPORARY WORKS** shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.
- 1.1.68 **TENDER** means the process whereby Employer/ Owner invite bids for Projects/ Works/ Facilities that are submitted within a finite deadline by the Bidder/ Contractor.
- 1.1.69 **TENDER DOCUMENTS/ BIDDING DOCUMENTS** means the entire set of documents vide which Employer/ Owner invite bids for Projects/ Works/ Facilities that are submitted within a finite deadline by the Bidder/ Contractor.
- 1.1.70 **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) and "Taking Over" by the Employer/ Owner is to be attained.
- 1.1.71 **TOTAL CONTRACT PRICE** means the sum accepted or the sum calculated in accordance with the prices accepted in Tender and/or the Contract rates as payable to the Contractor for the entire execution and full completion of the work, including change order.
- 1.1.72 **ULTIMATE PARENT COMPANY** shall mean a company which directly or indirectly owns at least twenty-six percent (26%) paid up equity capital in the Bidding Company and/ or in the Financially Evaluated Entity and such Bidding Company and/ or the Financially Evaluated Entity shall be under the direct control or indirectly under the common control of such company.
- 1.1.73 **Wp** means Watt Peak.
- 1.1.74 **WORK** shall mean and include all items and things to be supplied/ done and services and activities to be performed by the Contractor in pursuant to and in accordance with Contract or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the Contract.
- 1.1.75 **WEEK** means a period of any consecutive seven days.
- 1.1.76 **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 Special Conditions of Contract (SCC).

2.1.b Access by Road

NOT APPLICABLE TO THIS TENDER

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 Water Supply

Contractor will have to make his own arrangements for supply of water to his labour camps and for works. 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 endeavour 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 and such distribution pipe network shall have prior approval of the Engineer-in-Charge so as not to interfere with the layout and progress of the other construction works. In such case, the rate for water shall be deducted from the running account bills. However, the Employer/ 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 Power Supply

NOT APPLICABLE TO THIS TENDER

2.5 Land for Contractor's Field Office, Godowns and Workshop

NOT APPLICABLE TO THIS TENDER

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 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

- 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 programme of execution of the work will be prepared by the Engineer-in- Charge and Contractor based on priority requirement of this project. This programme will take into account the time of completion mentioned in 6.1 above and the time allowed for the priority works by the Engineer-in- Charge.
- 6.3 Monthly/ Weekly construction programme will be drawn up by the Engineer-in- Charge jointly with the Contractor, based on availability of work fronts and the joint construction programme as per 6.2 above. The Contractor shall scrupulously adhere to these targets/ programmes 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/ programmes. In all

matters concerning the extent of targets set out in the weekly and monthly programmes and the degree of achievements the decision of the Engineer-in- Charge will be final and binding on the Contractor.

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 :

- (a) They have a controlling partner in common ; or
- (b) They receive or have received any direct or indirect subsidy from any of them ; or
- (c) They have the same legal representative for the purposes of this bid ; or
- (d) 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
- (e) 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
- (f) 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
- (g) 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 Tenderers shall be deemed to have visited the Site and familiarized 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 without the previous permission 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 or of the Employer/ Owner as aforesaid before submission of Tender, or engagement in the Contractor's service as the case may be.

9. Field Management & Controlling/ Coordinating Authority

- 9.1 The field management will be the responsibility of the Engineer-in-Charge, who will be nominated by the Employer/ Owner. The Engineer-in-Charge may also authorize his representatives to assist in performing his duties and functions.
- 9.2 The Engineer-in-Charge shall coordinate the works of various agencies engaged at site to ensure minimum disruption of work carried out by different agencies. It shall be the responsibility of the Contractor to plan and execute the work strictly in accordance with site instructions to avoid hindrance to the work being executed by other agencies.

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, 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. Any exceptions taken by the bidder to the Schedule of Rates shall be brought out in the terms and conditions of the bid.

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/ Owner 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

- 12.1 Verbal clarification and information given by Employer/ Owner or its employee(s) or its representatives shall not in any way be binding on Employer/ Owner.

13. Local Conditions

- 13.1 It will be imperative on each bidder to inform himself of all local 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 and other related Acts and Laws and Regulations of India with their latest amendments, as applicable Employer/ Owner 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. No claim for financial or any other adjustments to Value of Contract, on lack of clarity of such factors shall be entertained.

14. Abnormal Rates

- 14.1 The bidder is expected to quote rate for each item after careful analysis of cost involved for the performance of the complete system/ package/ project considering all specifications and Conditions of Contract. This will avoid loss of profit or gain in case of curtailment or change of specification for any item. In case it is noticed that the rates quoted by the bidder for any item are unusually high or unusually low, it will be sufficient cause for the rejection of the Tender unless the Employer/ Owner is convinced about the reasonableness after scrutiny of the analysis for such rate(s) to be furnished by the bidder (on demand).

[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 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:

- 1) The Contract Agreement;
- 2) The Notification of Award/ Letter of Intent/ Letter of Allocation;
- 3) Special Conditions of Contract (SCC);
- 4) Bid Data Sheet (BDS) and Instructions to Bidders (ITB);
- 5) General Conditions of Contract (GCC);
- 6) Any other document forming part of the Contract.

Works shown in the Drawing but not mentioned in the Specifications or described in the Specifications without being shown in the Drawings shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the Drawings and described in the Specifications.

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 rate 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 schedules rates and to have satisfied himself to the sufficiency of his tender. 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 Contract Document he shall set forth the particulars thereof in writing to Employer in duplicate, before submission of tender. The Employer may provide such clarification as may be necessary in writing to Contractor, such clarifications as provided by Employer shall form part of Contract Documents. No verbal agreement or inference from conversation with any 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/ LOI/ LOA and be completed in stages 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 agreement. Request for revision of construction time after tenders are opened will not receive 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 jointly with the Engineer-in-Charge. 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 to the entire satisfaction of the Engineer-in-Charge.

18.2.2 The Contractor shall submit a detailed PERT network within the time frame agreed 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 interface facilities to be provided by the Employer/ Owner, if any and the dates by which such facilities are needed.

19. Force Majeure

19.1 Conditions for Force Majeure

In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the Contract the relative obligation of the party affected by such Force Majeures shall upon notification to the other party be suspended for the period during which Force Majeures event lasts. The cost and loss sustained by the either party shall be borne by the respective parties. The term "Force Majeures" as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions and acts and regulations of respective Government of the two parties, namely the Employer/ Owner and the Contractor.

Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (Seventy-Two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. Time for performance of the relative obligation suspended by the Force Majeures shall then stand extended by the period for which such cause lasts. If deliveries of bought out items and/ or works to be executed by the Contractor are suspended by Force Majeure conditions lasting for more than 2 (two) months, the Employer/ Owner shall have the option to terminate the Contract or re-look into the Contract provisions.

19.2 Outbreak of War

19.2.1 If during the currency of the Contract there shall be an out-break of war whether declared or not, in that part of the World which whether financially or otherwise materially affect the execution of the Work the Contractor shall unless and until the Contract is terminated under the provisions in this clause continue to use his best endeavor to complete the execution of the Work, provided always that the Employer/ Owner shall be entitled, at any time after such out-break of war to terminate or re-look into the Contract by giving notice in writing to the Contractor and upon such notice being given the Contract shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled settlement of Disputes and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.

19.2.2 If the Contract shall be terminated under the provisions of the above clause, the Contractor shall with all reasonable diligence remove from the Site all the Contractor's equipment and shall give similar facilities to his Sub-Contractors to do so.

20. Liquidated Damages (LD)

20.1 Subject to Force Majeure Clause, if the Contractor fails to comply with the Time for Completion in accordance with SCC Clause for the whole of the facilities, (or a part for which a separate time for completion is agreed) then the Contractor shall pay to the Employer/ Owner a sum equivalent to half percent (0.5%) of the Contract Price for the whole of the facilities, (or a part for which a separate time for completion is agreed) as liquidated damages for such default and not as a penalty, without prejudice to the Employer's/ Owner's other remedies under the Contract, for each week or part thereof which shall elapse between the relevant Time for Completion and the date stated in Taking Over Certificate of the whole of the Works (or a part for which a separate time for completion is agreed) subject to the limit of five percent (5%) of Contract Price for the whole of the facilities, (or a part for which a separate time for completion is agreed). The Employer/ 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, Employer/ Owner may consider the termination of contract.

20.2 The Employer/ Owner shall 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 Employer/ 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 Employer/ Owner may by giving 02 (Two) weeks' notice to the Contractor cancel the Contract without prejudice to the Employer's/ Owner's right under Clauses 20.1 and 20.2 any other provisions contained in the Contract to determine the Contract and claim damaged from the Contractor.

20.4 The Contractor shall not raise the question of proving actual loss suffered by the Employer/ Owner consequent on the said delay in Completion.

21. Rights of the employer to forfeit Contract Performance Security

21.1 Whenever any claim against the Contractor for the payment of a sum of money arises out or under the Contract, the Employer/ Owner shall be entitled to recover such sum by appropriating in part or whole 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. The Contractor shall pay to the Employer/ Owner on demand any balance remaining due.

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 or extension thereof or fails to perform any of his obligation under the Contract or in any manner commits a breach of any of the provisions of the Contract it shall be open to the Employer/ Owner at its option by written notice to the Contractor:

a) To Determine the Contract in which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Employer/ Owner on that behalf, whereupon the Contractor shall stop forthwith any of the Contractor's work then in progress, except such work as the Employer/ Owner may, in writing, require to be done to safeguard any property or work, or installations from damage, and the Employer/ 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 Employer/ Owner for any excess cost occasioned by such work having to be so taken over and completed by the Employer/ Owner over and above the cost at the rates specified in the schedule of quantities and rate/prices.

b) Without Determining the Contract to take over the work of the Contractor or any part thereof and complete the same through a fresh Contractor or by other means at the risk and cost of the Contractor. The Contractor and any of his sureties are liable to the Employer/ Owner for any excess cost over and above the cost at the rates specified in the Schedule of Rates/ Price Schedule, occasioned by such works having been taken over and completed by the Employer/ 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 Employer/ Owner to recover from the Contractor the excess cost referred to in the sub-clause aforesaid, the Employer/ 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 reckoned from the date of termination of Contract or from the taking over of the Work or part thereof by the Employer/ 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 Employer/ Owner under the terms of the Contract authorized or required to be reserved or retained by the Employer/ Owner.

22.3 Before determining the Contract as per Clause 22.1(a) or (b) provided in the judgement of the Employer/ 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 Employer/ Owner may issue Notice in writing calling the Contractor to cure the default within such time specified in the Notice.

22.4 The Employer/ 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 Employer/ Owner to give any prior notice to the Contractor.

22.5 Termination of the Contract as provided for in sub- clause 22.1(a) above shall not prejudice or affect their rights of the Employer/ Owner which may have accrued up to the date of such termination.

23. Contractor remains liable to pay compensation if

23.1 In any case in which any of the powers conferred upon the Employer/ 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. In the event of the Employer/ Owner putting in force the power under above sub-clause (a), (b) or (c) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the Contractor or procured by him and intended to be used for the execution of the Work or any part thereof paying or allowing for the same in account at the Contract rates or in case of these not being applicable at current market rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final, otherwise the Engineer-in-Charge may give notice in writing to the Contractor or his clerk of the works, foreman or other authorized agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the Contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the Contractor's expense or sell them by auction or private sale on account of the Contractor and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the Contractor.

24. Change in Constitution

24.1 The prior approval of the Employer/ Owner shall be obtained in writing, before any change is made in the constitution of the Company. If prior approval as aforesaid is not obtained, the CONTRACT shall be deemed to have been allotted in contravention of Clause 30 hereof and the same action may be taken and the same consequence shall ensure as provided in the said clause.

25. Termination of contract

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

If the Contractor shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business or any assets thereof compound 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 any of them, Employer/ 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 Employer/ 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.

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 not bound by Personal Representations

27.1 The Contractor shall not be entitled to any increase on the scheduled rates 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 the site for the accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instructions, notice or other communications. The Contractor at all time shall maintain a site instruction book and compliance of these shall be communicated to the Engineer-in-Charge from time to time and the whole document to be preserved and handed over after completion of works.

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 equipments, materials, if any, shall be issued and instructions for works given. The Contractor shall also provide to the satisfaction of the Engineer-in-Charge 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 comprised 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 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 to the satisfaction of the Engineer-in-Charge 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 shall in the opinion of Engineer-in-Charge be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties of that in the opinion of the Employer/ Owner or the Engineer-in-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the Contractor, is so directed by the Engineer-in-Charge, 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 without the written permission of the Engineer-in-Charge. Any person so removed from the Work shall be immediately re-placed 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 here with.
- 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 Employer/ Owner of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Engineer-in-Charge upon any matter arising under this clause shall be final. The Contractor shall be liable for any liability to Employer/ 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 Employer/ Owner and Contractor's personnel entering upon the Employer's/ Owner's premises shall be properly identified by badges of a type acceptable to the Employer/ Owner which must be worn at all times on Employer's/ Owner's premises. Contractor may be required to obtain daily entry passes for his Staff/ Employees from Employer/ Owner to work within operating areas. These being safety requirements, no relaxations on this account shall be given to Contractor.

30. Sub-letting of Works

- 30.1 No 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/ Owner except as provided for in the succeeding sub-clause.

i) Sub-Contracts for Temporary Works etc.

The Employer/ Owner 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 submitted to the Engineer-in-Charge before being entered into and is approved by him.

ii) List of Sub-Contractors to be Supplied

At the commencement of every month the Contractor shall furnish to the Engineer-in-Charge 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 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) Employer May Terminate Sub-Contracts

If any Sub-Contractor engaged upon the works at the site executes any works which in the opinion of the Engineer-in-Charge is not in accordance with the Contract documents, the Employer/ Owner may by written notice to the Contractor request him to terminate such subcontract and the Contractor upon the receipt of such notice shall terminate such Subcontract and dismiss the Sub-Contractor(s) and the later shall forthwith leave the works, failing which the Employer/ Owner shall have the right to remove such Sub-Contractor(s) from the site.

v) No Remedy for Action Taken under this Clause

No action taken by the Employer/ 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 Employer/ Owner shall have the right to remove such Sub-Contractor(s) from the site.

vi) Termination/ Cancellation of Contract

Employer/ 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. In case of non-performance of the sub-contractor in lieu of inadequate liquidity, technical competence, adequate manpower Employer/ Owner may take an appropriate decision to get the work done at the risk and cost of the principal contractor.

Subject to poor performance and prolonged delay of the project on account of inefficient sub-letting of the project work Employer/ 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.

The Contractor has to execute the work by functioning like a contractor instead of sub-letting the entire work on back to back basis. The entire work cannot be sub-let to a sub-contractor on back to back basis.

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.

- 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 Work or the Work for a period of 14 (Fourteen) days without authority from the Engineer-in-Charge, or
- iv) fail to carry out and execute the Work to the satisfaction of the Engineer-in-Charge, or
- v) fail to supply sufficient or suitable construction plant, temporary works, labour, materials or things, or
- vi) 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 requiring such breach to be remedied, or
- vii) if the Contractor shall abandon the Work, or
- viii) If the Contractor during the continuance of the Contract shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied 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 Employer/ Owner shall have the power to enter upon the Work 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 Contractor's or workmen or to relate the same upon any terms and to such other person, firm or corporation as the Employer/ 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 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 Employer/ 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 as certified by the Engineer-in-Charge 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 Employer/ Owner by the Contractor and the Employer/ 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 and to recoup and retain the said deficiency or any part thereof out of proceeds of the sale.

32. Contractor's responsibility with the Mechanical, Electrical, Intercommunication System, Air-Conditioning Contractors and other Agencies

32.1 Without repugnance of any other condition, it shall be the responsibility of the Contractor executing the work of civil construction, to work in close cooperation and coordinate the Work with the Mechanical, Electrical, Air-conditioning and Intercommunication Contractor's and

other agencies or their authorized representatives, in providing the necessary grooves, recesses, cuts and opening etc., in wall, slabs beams and columns etc. and making good the same to the desired finish as per specification, for the placement of electrical, intercommunication cables, conduits, air-conditioning inlets and outlets grills and other equipment's etc. where required. For the above said requirements in the false ceiling and other partitions, the Contractor before starting-up the work shall in consultation with the Electrical, Mechanical, Intercommunication, Air-conditioning contractor and other agencies prepare and put-up a joint scheme, showing the necessary openings, grooves, recesses, cuts, the methods of fixing required for the Work of the aforesaid, and the finishes therein, to the Engineer-in-Charge and get the approval. The Contractor before finally submitting the scheme to the Engineer-in-Charge, shall have the written agreement of the other agencies. The Engineer-in-Charge, before communicating his approval to the scheme, with any required modification, shall get the final agreement of all the agencies, which shall be binding. No claim shall be entertained on account of the above. The Contractor shall confirm in all respects with provision of any statutory regulations, ordinances or byelaws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the Work or any temporary works. The Contractor shall keep the Employer/ Owner indemnified against all penalties and liabilities of every kind, arising out of non-adherence to such stains, ordinances, laws, rules, regulations, etc.

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.

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 by registered mail direct to the address furnished by the Contractor. Proof of issue of any such notice could be conclusive of the Contractor having been duly informed of all contents therein.

34.2 To the Employer/ Owner

Any notice to be given to the Employer under the terms of the Contractor shall be served by sending the same by Registered 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

- 35.1 i) The Employer/ 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 by the Engineer-in-Charge to secure the completion of the various portions of the work in general harmony.

36. Patents and Royalties

- 36.1 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 Employer/ Owner of any equipment, machinery, materials, process, 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, GST 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 Employer/ Owner provided that the Contractor may with the permission of the Engineer-in-Charge, use the same for the purpose of the work by payment of cost of the same at such a rate as may be determined by the Engineer-in-Charge.

37. Liens

- 37.1 If, at any time there should be evidence or any lien or claim for which the Employer/ Owner might have become liable and which is chargeable to the Contractor, the Employer/ 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 Employer/ Owner against such lien or claim and if such lien or claim be valid, the Employer/ 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 Employer/ Owner all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. Employer/ Owner reserves the right to do the same.
- 37.2 The Employer/ Owner shall have lien on all materials, equipment's 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 to the Engineer-in-Charge a 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 in a form approved by Engineer-in-Charge that all invoices for labour, materials, services have been paid in lien thereof and if required by the Engineer-in-Charge 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 Certificate, 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 Certificate.

38. Delays by Employer/ Owner or his Authorized Agents

- 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 agents, 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

- 39.1 If the Contract shall be terminated as per the provisions of the Tender/ Contract, the Contractor shall be paid by the Employer/ 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 and accepted by Engineer-in-Charge prior to the date of termination at the rates and prices 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 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 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 Agents 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 Employer/ 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 Engineer-in-Charge of 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 Metric System of measurement shall be used in the Contract unless otherwise specified.

43. Transfer of Title

- 43.1 The title of Ownership of supplies furnished by the Contractor shall not pass on to the Employer/ Owner for all Supplies till the same are finally accepted by the Employer/ Owner after the successful completion of Performance Test and Guarantee Test and issuance of Final Certificate.
- 43.2 However, the Employer/ Owner shall have the lien on all such works performed as soon as any advance or progressive payment is made by the Employer/ Owner to the Contractor and the Contractor shall not subject these works for use other than those intended under this Contract.

44. Release of 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.

45. Brand Names

- 45.1 The specific reference in the Specifications and documents to any material by trade name, make or catalogue number shall be construed as establishing standard or quality and

performance and not as limited competition. However, Tenderer may offer other similar equipment's provided it meets the specified standard design and performance requirements.

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. Spares

- 47.1 The Contractor shall furnish to the Employer/ Owner all spares required for Commissioning of the plants, recommendatory and/ or mandatory spares, which are required essential by the manufacturer/ supplier. The same shall be delivered at Site prior to Commissioning. Also, the Contractor should furnish the manufacturing drawings for fast wearing spares.
- 47.2 The Contractor guarantees the Employer/ Owner that before the manufacturers of the equipment's, plants and machineries go out of production of spare parts for the equipment furnished and erected by him, he shall give at least 12 (Twelve) months' advance notice to the Employer/ Owner, so that the latter may order his requirement of spares in one lot, if he so desires.

[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 to the Contractor by the Engineer-in-Charge 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 and to the entire satisfaction of the Engineer-in-Charge. The Contractor shall provide all necessary materials equipment labour etc. for execution and maintenance of Work till completion unless otherwise mentioned in the Contract.

49. Co-ordination and Inspection of Work

- 49.1 The coordination and inspection of the day-to-day work under the Contract shall be the responsibility of the Engineer-in-Charge. The written instruction regarding any particular job will normally be passed by the Engineer-in-Charge or his authorized representative. A work order book will be maintained by the Contractor for each sector in which the aforesaid written instructions will be entered. These will be signed by the Contractor or his authorized representative by way of acknowledgement.

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 also. 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 at his own cost.

51. Work on Sundays and Holidays

51.1 For carrying out Work on Sundays, and Holidays, the Contractor will approach the Engineer-in-Charge or his representative in advance and obtain permission in writing. The Contractor shall observe all labour laws and other statutory rules and regulations in force. In case of any violations of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the Contractor and the Employer/ Owner shall have no liability whatsoever on this account.

52. General Conditions for Construction and Erection Work

52.1 The working time at the site of work is 48 hours per week. Overtime work is permitted in cases of need and the Employer/ Owner will not compensate the same. Shift working at 2 or 3 shifts per day will become necessary and the Contractor should take this aspect into consideration for formulating his rates for quotation. No extra claims will be entertained by the Employer/ Owner on this account. For carrying out work beyond working hours the Contractor will approach the Engineer-in-Charge or his authorized representative and obtain his prior written permission.

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 Employer/ Owner will not entertain any claim for idle time payment whatsoever.

52.3 The Contractor shall submit to the Employer/ Owner/ Engineer-in-Charge reports at regular intervals regarding the state and progress of Work. The details and proforma of the report will mutually be agreed after the award of Contract. The Contractor shall provide display boards showing progress and labour strengths at worksite, as directed by the Engineer-in-Charge.

53. Alterations in Specifications, Design and Extra Works

53.1 The Work covered under this Contract having to be executed by the Contractor on a lump-sum firm price/ item rate quoted by him, the Employer/ 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. The only exception to this will be a case where the Employer/ Owner requests in writing to the Contractor to upgrade the Specifications or the size of any major pieces of equipment, plant or machinery beyond what is normally required to meet the scope of Work as defined in the Contract Document. In such cases, a change order will be initiated by the Contractor at the appropriate time for the Employer's/ Owner's prior approval giving the full back-up data for their review and for final settlement of any impact on price.

53.2 The Engineer-in-Charge shall have to make any alterations in, omission from, additions to or substitutions for, the Schedule of Rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the Work and the Contractor shall be bound to carry out the such altered/ extra/ new items of Work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge, and such alterations, omissions, additions or substitutions shall not

invalidate the Contract and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the Work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main Work. The time of completion of Work may be extended for the part of the particular job at the discretion of the Engineer-in-Charge, for only such alterations, additions or substitutions of the Work, as he may consider as just and reasonable.

54. Drawings to be Supplied by the 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 Detailed working drawings on the basis of which actual execution of the Work is to proceed, will be furnished from time to time during the progress of the work. 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 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 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 directions of Engineer-in-Charge and got 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 to the satisfaction of Employer/ Owner at no extra cost. All final drawings shall bear the certification stamp duly signed by both the Contractor and Engineer-in-Charge.
- 55.3 The Drawings submitted by the Contractor shall be reviewed by the Engineer-in-Charge as far as practicable within 03 (Three) weeks and shall be modified by the Contractor, if any modifications and/ or corrections are required by the Engineer-in-Charge. The Contractor shall incorporate such modifications and/ or corrections and submit the final 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 As built drawings showing all corrections, adjustments etc. shall be furnished by the Contractor in 06 (Six) Hard Copies and 01 (One) Soft Copy for record purposed to the Employer/ Owner.

56. Setting out Works

- 56.1 The Engineer-in-Charge shall furnish the Contractor with only the four corners of the Works site and a level bench mark and the Contractor shall set out the Works and shall provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.

- 56.2 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. The work shall be set out to the satisfaction of the Engineer-in-Charge. The approval there of joining with the Contractor by the Engineer-in-Charge in setting out the work, shall not relieve the Contractor of any of his responsibility.
- 56.3 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 acceptable to the Engineer-in-Charge. 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. No work shall be started until all these points are checked and approved by the Engineer-in-Charge in writing but such approval shall not relieve the Contractor of any of his responsibilities. The Contractor shall also provide all labour, material and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.
- 56.4 Pillars bearing geodetic marks located at the sites of units of Works under construction should be protected and fenced by the Contractor.
- 56.5 On completion of Work, the Contractor must submit the geodetic documents according to which the Work was carried out.

57. Responsibility for Level and Alignment

- 57.1 The Contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the Work and shall rectify effectively any errors or imperfections therein, such rectifications shall be carried out by the Contractor, at his own cost, when instructions are issued to that effect by the Engineer-in-Charge.

58. Materials to be Supplied by Contractor

- 58.1 The Contractor shall procure and provide within the Value of Contract the whole of the materials required for the construction including steels, cement and other building materials, tools, tackles, construction plant and equipment for the completion and maintenance of the Work except the materials which will be issued by the Employer/ Owner and shall make his own arrangement for procuring such materials and for the transport thereof. The Employer/ Owner may give necessary recommendation to the respective authority if so desired by the Contractor but assumes no further responsibility of any nature. The Employer/ Owner will insist on the procurement of materials which bear ISI stamp and/ or which are supplied by reputed suppliers.
- 58.2 The Contractor shall properly store all materials either issued to him or brought by him to the Site to prevent damages due to rain, wind, direct exposure to sun, etc. as also from theft, pilferage, etc. for proper and speedy execution of his works. The Contractor shall maintain sufficient stocks of all materials required by him.
- 58.3 No material shall be dispatched from the Contractor's stores before obtaining the approval in writing of the Engineer-in-Charge.

59. Stores Supplied by the Employer/ Owner

NOT APPLICABLE TO THIS TENDER

60. Conditions for Issue of Materials

- 60.1 i) Materials specified as to be issued by the Employer/ Owner will be supplied to the Contractor by the Employer/ Owner from his stores. It shall be responsibility of the Contractor to take delivery of the materials and arrange for its loading, transport and unloading at the Site of Work at his own cost. The materials shall be issued between the working hours and as per the rules of the Employer/ Owner as framed from time to time.
- ii) The Contractor shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.
- iii) Materials specified as to be issued by the Employer/ Owner shall be issued in standard sizes as obtained from the manufacturers.
- iv) The Contractor shall construct suitable godowns at the Site of Work for storing the materials safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.
- v) It shall be duty of the Contractor to inspect the materials supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the Employer/ Owner, it shall be the responsibility of the Contractor to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/ or replaced by him at his own cost according to the instructions of the Engineer-in-Charge.
- vi) The Employer/ Owner shall not be liable for delay in supply or non-supply of any materials which the Employer/ Owner has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the Employer/ Owner. In no case, the Contractor shall be entitled to claim any compensation or loss suffered by him on this account.
- vii) It shall be responsibility of the Contractor to arrange in time all materials required for the Work other than those to be supplied by the Employer/ Owner. If, however, in the opinion of the Engineer-in-Charge the execution of the Work is likely to be delayed due to the Contractor's inability to make arrangements for supply of materials which normally he has to arrange for, the Engineer-in-Charge shall have the right at his own discretion to issue such materials, if available with the Employer/ Owner or procure the materials from the market or as elsewhere

and the Contractor will be bound to take such materials at the rates decided by the Engineer-in-Charge. This, however, does not in any way absolve the Contractor from responsibility of making arrangements for the supply of such materials in part or in full, should such a situation occur nor shall this constitute a reason for the delay in the execution of the Work.

viii) None of the materials supplied to the Contractor will be utilized by the Contractor for manufacturing item which can be obtained as supplied from standard manufacturer in finished form.

ix) The Contractor shall, if desired by the Engineer-in-Charge, be required to execute an Indemnity Bond in the prescribed form for safe custody and accounting of all materials issued by the Employer/ Owner.

x) The Contractor shall furnish to the Engineer-in-Charge sufficiently in advance a statement showing his requirement of the quantities of the materials to be supplied by the Employer/ Owner and the time when the same will be required by him for the works, so as to enable the Engineer-in-Charge to make necessary arrangements for procurement and supply of the material.

xi) Account of the materials issued by the Employer/ Owner shall be maintained by Contractor indicating the daily receipt, consumption and balance in hand. This account shall be maintained in a manner prescribed by the Engineer-in-Charge along with all connected papers viz. requisitions, issues, etc., and shall be always available for inspection in the Contractor's office at Site.

xii) The Contractor should see that only the required quantities of materials are got issued. The Contractor shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to the stores wherefrom they were issued or to the place as directed by the Engineer-in-Charge.

xiii) Materials/ Equipment(s) supplied by Employer/ Owner shall not be utilized for any purpose(s) than issued for.

61. Material Procured with Assistance of Employer/ Return of Surplus

61.1 Notwithstanding anything contained to the contrary in any or all the clauses of this Contract where any materials for the execution of the Contract are procured with the assistance of the Employer/ Owner either by issue from Employer's/ Owner's stock or purchases made under order or permits or licenses issued by Government, the Contractor shall hold the said materials as trustee for the Employer/ Owner and use such materials economically and solely for the purpose of the Contract and not dispose them off without the permission of the Employer/ Owner and return, if required by the Engineer-in-Charge, shall determine having due regard to the condition of the materials.

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 Employer's/ Owner's property and will be disposed off to the best advantage of the Employer/ 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 Employer/ Owner and the Contractor shall duly preserve the same to the satisfaction of the Engineer-in-Charge and shall from time to time deliver the same to such person or persons indicated by the Employer/ Owner.

64. Discrepancies between Instructions

- 64.1 Should any discrepancy occur between the various instructions furnished to the Contractor, his agent 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's staff, the Contractor shall refer the matter immediately in writing to the Engineer-in-Charge 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.

66. Inspection of Works

- 66.1 The Engineer-in-Charge 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 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 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 agent duly accredited in writing, present for the purpose. Orders given to the Contractor's agent 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 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 No material shall be dispatched from the Contractor's stores before obtaining the approval in writing of the Engineer-in-Charge. 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. and the necessary attendance to move and adopt as directed for inspection or measurements of the Work by the Engineer-in-Charge.

66.3 The Contractor shall make available to the Engineer-in-Charge 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 and shall be subjected from time to time to such test as the Engineer-in-Charge 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 shall be borne by Employer/ Owner. However, the cost of re-inspection shall be borne by the Contractor, if any.** 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

67.2 All the tests that will be necessary in connection with the execution of the Work as decided by the Engineer-in-Charge shall be carried out at the field testing laboratory of the Employer/ Owner by paying the charges as decided by the Employer/ Owner from time to time. In case of non-availability of testing facility with the Employer/ Owner, the required test shall be carried out at the cost of Contractor at Government or any other testing laboratory as directed by Engineer-in-Charge.

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 as per instructions of Engineer-in-Charge and cost of such tests shall be reimbursed by the Employer/ Owner.

68. Samples for Approval

68.1 The Contractor shall furnish to the Engineer-in-Charge 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 Bad Work

69.1 If it shall appear to the Engineer-in-Charge 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 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 and in the event of failure to do so within the period specified by the Engineer-in-Charge in his demand aforesaid, the Contractor shall be liable to pay compensation at the rate of 1% (One Percent) of the estimated cost of the whole Work, for every week limited to a maximum of 10% (Ten Percent) of the value of the whole Work, while his failure to do so shall continue and in the case of any such failure the Engineer-in-Charge 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 as to any question arising under this clause shall be final and conclusive.

70. Suspension of Works

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, 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. An extension of time for completion, corresponding with the delay caused by any such suspension of the Works as aforesaid will be granted to the Contractor should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the Contractor.

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

71. Employer/ 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 Employer/ Owner has the alternative right, instead of assuming charge of entire Work, to place additional labour force, tools, equipments and materials on such parts of the Work, as the Employer/ Owner may designate or also engage another Contractor to carry out the Work. In such cases, the Employer/ Owner shall deduct from the amount which otherwise might become due to the Contractor, the cost of such work and material with 10% (Ten Percent) added to cover all departmental charges and should the total amount thereof exceed the amount due to the Contractor, the Contractor shall pay the difference to the Employer/ Owner.

72. Possession prior to Completion

72.1 The Engineer-in-Charge 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 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 Issue of Completion Certificate]

The Contractor shall guarantee the Installation/ Work for a period of 12 (Twelve) Months from the date of Operational Acceptance as certified by the Engineer-in-Charge which is indicated in the Completion Certificate. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the Contractor at his own expense as deemed necessary by the Engineer-in-Charge or in default, the Engineer-in-Charge may carry out such works by other work and deduct actual cost incurred towards labour, supervision and materials consumables or otherwise plus 100% towards overheads (of which the certificate of Engineer-in-Charge shall be final) from any sums that may then be

or at any time thereafter, become due to the Contractor or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof.

If the Contractor feels that any variation in Work or in quality of materials or proportions would be beneficial or necessary to fulfil the guarantees called for, he shall bring this to the notice of the Engineer-in-Charge in writing. If during the period of liability any portion of the Work/ Equipment, is found defective and is rectified/ replaced, the period of liability for such equipment/ portion of Work shall be operative from the date such rectification/ replacement are carried out and Contract Performance Guarantee shall be furnished separately for the extended period of liability for that portion of Work/ equipment only. Notwithstanding the above provisions the supplier's, guarantees/ warranties for the replaced equipment shall also be passed on to the Employer/ Owner.

73.1 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. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

73.2 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 Operational 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 Operational Acceptance of the Facility.

- The Solar Home Lighting System must be warranted for a period of 01 (One) Year from the date of commissioning/Operational Acceptance.
- PV modules used must be warranted for peak output wattage, which should not be less than 90% at the end of 10 (Ten) Years and 80% at the end of 25 (Twenty-Five) Years.
- The modules shall be warranted for at least 10 (Ten) Years from the date of commissioning for failures due to material defects and workmanship.
- The mechanical structures, electrical works and overall workmanship of the grid connected rooftop solar power plant must be warranted for a minimum of 10 (Ten) Years.
- Battery: Batteries shall be warranted for the minimum period of 05 (Five) Years from the date of commissioning or guarantee period provided by the OEM, whichever is higher.
- 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.
- During the Annual 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.
- The warranty card to be supplied with the system & components must contain the details of the system and components. The manufacturer can also provide additional information about the system and conditions of warranty as necessary.

74. Care of Works

- 74.0 From the commencement to completion of the Work, 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.

74.1 Defects Prior to Taking Over

If at any time, before the Work is taken over, the Engineer-in-Charge 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 Employer/ 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 Employer/ Owner will be recovered from the amount due to the Contractor. The decision of the Engineer-in-Charge with regard to 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 except for maintenance there provided in clause 73.1 of General Conditions of Contract) and have passed the tests on completion, the Engineer-in-Charge shall issue a Certificate (hereinafter called Completion Certificate) in which he shall certify the date on which the Work have been so completed and have passed the said tests and the Employer/ Owner shall be deemed to have taken over the Work on the date so certified. If the Work has been divided into various groups in the Contract, the Employer/ Owner shall be entitled to take over any group or groups before the other or others and there upon the Engineer-in-Charge shall issue a Completion Certificate which will, however, be for such group or groups so taken over only. In such an event if the group/ section/ part so taken over is related, to the integrated system of the work, notwithstanding date of grant of Completion Certificate for group/ section/ part. The period of liability in respect of such group/ section/ part shall extend 12 (Twelve) months from the date of completion of Work.

74.2 Defects after Taking Over

In order that the Contractor could obtain a Completion Certificate 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 or groups of 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 Employer/ 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 Employer/ Owner. If by reason of any default on the part of the Contractor a Completion Certificate has not been issued 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 Employer/ Owner shall be at liberty to use the Work or any portion thereof in respect of which a completion certificate has not been issued, provided that the Work or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of Completion Certificate.

75. Guarantee/ Transfer of Guarantee

- 75.1 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 Employer/ Owner, through the Contractor. In case such a Sub-Contractor is not prepared to furnish a guarantee to the Employer/ Owner, the Contractor shall give that guarantee to the Employer/ Owner directly.

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

- 76.1 The Contractor undertakes to provide training to Personnel selected and sent by the Employer/ Owner at the works of the Contractor without any cost to the Employer/ Owner. The period and the nature of training for the individual personnel shall be agreed upon mutually between the Contractor and the Employer/ 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. Employer/ Owner shall bear only the to and fro fare of the said personnel.

77. Replacement of Defective Parts and Materials

- 77.1 If during the progress of the Work, Employer/ 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, Employer/ 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 Employer/ Owner of or affect any rights under the Contract, the Employer/ 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 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 Employer/ 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 etc. for such equipment's so imported by the Contractor and the Contractor shall be fully responsible for Goods & Service Tax (GST) and documentation with regard to the same. Tenderer 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

The price to be paid by the Employer/ 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 sub-clause of this clause) and payment to be made accordingly for the Work actually executed and approved by the Engineer-in-Charge. 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/ rates quoted by the Contractor shall remain firm till the issuance of Final Certificate 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 Employer/ 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. Tenderers shall make such provision in the Schedule of Rates as he may consider necessary to cover the cost of such items of Work and materials as may be reasonable and necessary to complete the Work. The opinion of the Engineer-in-Charge as to the items of Work which are necessary and reasonable for Completion of Work shall be final and binding on the Contractor, although the same may not be shown on or described specifically in Contract Documents. 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 sub-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

The Schedule of Rates (i.e., Value of Contract) 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, octroi or 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 Taxes and Duties

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, Annual Maintenance 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 AMC 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 actually 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) 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 Form 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 shall pass the bills after carrying out the comprehensive checks in accordance with the terms and conditions of the Contracts, within 10 (Ten) days of submission of the bills, complete in all respects and send the same to the Employer/ Owner to effect payment to the Contractor as per the defined payment terms.
- 81.1.4 Employer/ 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.
- 81.1.5 Measurements shall be recorded as per the methods of measurement spelt out in Employer/ Consultant Specifications/ Contract Document. Employer/ Owner shall be fully responsible for checking the measurements quantitatively and qualitatively as recorded in the Measurement Books/ Bills.
- 81.1.6 While preparing the final bills overall measurements will not be taken again. Only volume of work executed since the last measured bill along with summary of final measurements will be considered for the final bill. However, a detailed check shall be made as to missing measurements and in case there are any missing items or measurements the same shall be recorded.

81.2 Secured Advance on Material

Unless otherwise provided elsewhere in 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 as per the provision of the Contract after certification by Engineer-in-Charge.

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 physical completion of the Work; otherwise, the Engineer-in-Charge's certificate of the 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 that he claims extra payment. Such notice shall be given to the Engineer-in-Charge 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 Employer/ 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. Failure on the part of Contractor to put forward any claim without the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by Employer/ Owner to reject any such claim and no delay in dealing therewith shall be waiver by Employer/ Owner of any of this rights in respect thereof.
- 84.2 Engineer-in-Charge 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 Employer/ Owner, irrespective of the outcome of such claims, where additional payments for Works considered extra are justifiable in accordance with the Contract provisions, Employer/ Owner shall arrange to release the same in the same manner as for normal Work payments. Such of the extra works so admitted by Employer/ Owner shall be governed by all the terms, conditions, stipulations and specifications as are applicable for the Contract.

85. Payment of Contractor's Bill

- 85.1 Payment due to the Contractor shall be made by the Employer/ Owner either by e-Banking. In all cases, the Contractor shall present his bill duly pre-receipted on proper revenue stamp payment shall be made in Indian Currency.

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.

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. Completion Certificate

87.1 Application for Completion Certificate

When the Contractor fulfils his obligation under Clause 74.1 he shall be eligible to apply for Completion Certificate. The Engineer-in-Charge shall normally issue to the Contractor the Completion Certificate within 01 (One) Month after receiving any application therefore from the Contractor after verifying from the completion documents and satisfying himself that the Work has been completed in accordance with and as set out in the construction and erection drawings, and the Contract Documents. The Contractor, after obtaining the Completion Certificate, is eligible to present the final bill for the Work executed by him under the terms of Contract.

87.2 Completion Certificate

Within 01 (One) Month of the completion of the Work in all respects, the Contractor shall be furnished with a certificate by the Engineer-in-Charge of such completion, but no certificate shall be given nor shall the Work be deemed to have been executed until all scaffolding, surplus materials and rubbish is cleared off the Site completely nor until the Work shall have been measured by the Engineer-in-Charge whose measurement shall be binding and conclusive. The Works will not be considered as complete and taken over by the Employer/ Owner, until all the temporary works, labour and staff colonies are cleared to the satisfaction of the Engineer-in-Charge. If the Contractor fails to comply with the requirements of this clause on or before the date fixed for the completion of the Work, the Engineer-in-Charge may at the expense of the Contractor remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the Contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

87.3 Completion Certificate Documents

For the purpose of Clause 87.0 the following documents will be deemed to form the completion documents:

- i) The technical documents according to which the Work was carried out.
- ii) 06 (Six) sets of construction drawings showing therein the modification and correction made during the course of execution and signed by the Engineer-in-Charge.
- iii) Completion Certificate for 'Embedded' and 'Covered up' work.
- iv) Certificates of final levels as set out for various works.
- v) Certificates of tests performed for various Works.
- vi) Material appropriation, Statement for the materials issued by the Employer/ Owner for the Work

and list of surplus materials returned to the Employer's/ Owner's store duly supported by necessary documents.

88. Final Decision and Final Certificate

- 88.1 Upon expiry of the period of liability and subject to the Engineer-in-Charge being satisfied that 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 Engineer-in-Charge shall (without prejudice to the rights of the Employer/ Owner to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the Final Certificate to that effect and the Contractor shall not be considered to have fulfilled the whole of his obligations under Contract until Final Certificate shall have been given by the Engineer-in-Charge notwithstanding any previous entry upon the Work and taking possession, working or using of the same or any part thereof by the Employer/ Owner.

89. Certificate and Payments on Evidence of Completion

- 89.1 Except the Final Certificate, no other certificates or payments against a certificate or on general account shall be taken to be an admission by the Employer/ 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 Employer/ 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 Employer/ Owner. All such claims shall be billed by the Employer/ 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 Employer/ Owner may, then, deduct the amount from any moneys due i.e., 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 Employer/ 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 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. GST

- 92.1 Bidder should quote all-inclusive prices including the liability of GST whether on the works contract as a whole or in respect of bought out components used by the Contractor in execution of the Contract. Employer/ Owner 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 taxes 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 equivalent to the amount mentioned under taxes and duties column of the SOR/ PS.

- 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 Employer/ Owner.

94. Insurance

General Contractor shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the Employer/ Owner as follows: Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the Works in progress from time to time and the interest of Employer/ Owner against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the Employer/ Owner. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities and obligations under Contract. Any loss or damage to the equipment, during ocean transportation, port/custom clearance, inland and port handling, inland transportation, storage, erection and commissioning till such time the Work is taken over by Employer/ Owner, shall be to the account of Contractor. Contractor shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. Contractor shall provide the Employer/ Owner with a copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of document shall be submitted to the Employer/ Owner immediately upon the Contractor having taken such insurance coverage. Contractor shall also inform the Employer/ Owner at least 60 (Sixty) days in advance regarding the expiry cancellation and/ or changes in any of such documents and ensure revalidation/ renewal etc. as may be necessary

well in time. Statutory clearances, if any, in respect of foreign supply required for the purpose of replacement of equipment lost in transit and/ or during erection, shall be made available by the Employer/ Owner. Contractor shall, however, be responsible for obtaining requisite license, port clearances and other formalities relating to such import. The risks that are to be covered under the insurance shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (during ocean transportation only) etc. The scope of such insurance shall cover the entire value of supplies of equipment, plants and materials to be imported from time to time. All costs on account of insurance liabilities covered under Contract will be to Contractor's account and will be included in Value of Contract. However, the Employer/ Owner may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk. Contractor as far as possible shall cover insurance with Indian Insurance Companies, including marine Insurance during ocean transportation.

94.1 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. The Employer/ Owner shall retain such sum as may be necessary from the total Value of Contract until the Contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid. This will be pending on the Contractor when the ESI Act is extended to the place of work.

“The Contractors shall have the registration with EPFO & ESIC. The EPF & ESI contribution on the part of Employer/ Owner in respect of this Contract shall be paid by the Contractor. These contributions on the part of Employer/ Owner paid by the Contractor shall be reimbursed by the Engineer-in-charge to the Contractor on actual basis”.

94.2 Workmen Compensation and Employer'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 Employer's/ Owner's liability insurance for the later employees if such Employees are not covered under the Contractor's Insurance.

94.3 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 save and except an accident or injury resulting from any act or default of the Employer/ Owner, his agents or servants 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.

94.4 Transit Insurance

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

94.5 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.

94.6 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.

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 2 (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 to 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 Employer/ 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 EMPLOYER:**

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 Employer/ Owner. He shall also carry and maintain any other insurance which may be required by the Employer/ Owner.

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

- 95.1 Contractor shall be responsible for making good to the satisfaction of the Employer/ Owner any loss or any damage to structures and properties belonging to the Employer/ Owner or being executed or procured or being procured by the Employer/ Owner or of other agencies within in the premises of all the work of the Employer/ 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 Employer/ 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

- i) No labour below the age of 18 (Eighteen) Years shall be employed on the Work.
- ii) The Contractor shall not pay less than what is provided under law to labourers engaged by him on the Work.
- iii) The Contractor shall at his expense comply with all labour laws and keep the Employer/ Owner indemnified in respect thereof.

iv) The Contractor shall pay equal wages for men and women in accordance with applicable labour laws.

v) If the Contractor is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the Work under the Contract. Such fee/ deposit shall be borne by the Contractor.

vi) 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 and to the satisfaction of the Engineer-in-Charge.

vii) The Contractor shall furnish to the Engineer-in- Charge the distribution return of the number and description, by trades of the work people employed on the works. The Contractor shall also submit on the 4th and 19th of every month to the Engineer-in-Charge a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made thereunder and the amount paid to them.

viii) The Contractor shall comply with the provisions of the Payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948. Employers Liability Act 1938. Workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time. All payments made by the Contractor to its Sub Contractor or contract manpower or labour should be through e-banking only & contractor has to endeavor completely to adopt for a cashless payment mechanism.

ix) The Engineer-in-Charge shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.

x) The Contractor shall indemnify the Employer/ Owner against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his Sub-Contractor's. In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/ Register/ Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the Contractor shall without prejudice to any other liability pay to the Employer/ Owner a sum not exceeding INR 5000 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge and in the event of the Contractor's default continuing in this respect, the Liquidated Damages may be enhanced to INR 5000 per day for each day of default subject to a maximum of 01 (One) Percent of the estimated cost of the Work put to tender. The Engineer-in-Charge shall deduct such amount from bills or Contract Performance Security of the Contractor and credit the same to the Welfare Fund constitute under these acts. The decision of the Engineer-in-Charge in this respect shall be final and binding.

97. Implementation of Apprentices Act, 1961

- 97.1 The Contractor shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the Contract and the Engineer-in-Charge may, at his discretion, cancel the Contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions, of the Act.

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 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 Employer/ 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

- 100.1 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 referred to arbitration by Sole Arbitrator. The Employer/ Owner shall suggest a panel of three independent and distinguished persons to the Bidder/ 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 the Employer/ Owner shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of Employer/ 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 New Delhi, India. 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 New Delhi. Bidders/ Suppliers/ Contractors may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (Uncitral Model Law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the Uncitral Arbitration Rules on 15th December 1976.

- 100.2 **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 New Delhi for the purposes of disputes, actions and proceedings arising out of the Contract, the courts at New Delhi 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.

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 Employer/ Owner. Before starting construction work Contractor shall consult with Employer's/ Owner's safety Engineers or Engineer-in-Charge 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 outside arrangements for Ambulance Service 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 Smoking within the battery area, tank farm or dock limits is strictly prohibited. Violators of the no smoking rules shall be discharged immediately.

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. Scaffolding

107.1 i) Suitable scaffolding should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying material as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 Horizontal and 4 Vertical).

ii) 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.

iii) 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.

iv) 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.

v) Safe-means of access shall be provided to all working platforms and other working places, every ladder shall be securely fixed. No portable single ladder shall be over 9 meters in length while the width between side rails in rung ladder shall in no case be less than 30cms for ladder up to and including 3 meters in length. For longer ladder this width should be increased 5mm for each additional foot of length. Uniform steps spacing shall not exceed 30cms. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed to cause danger or inconvenience to any person or public. The Contractor shall also provide all necessary fencing and lights to protect the workers and staff from accidents, and shall be bound to bear the expenses of defense of every suit, action or other proceeding of law that may be brought by any person for injury sustained owing to neglect of the above precautions and pay any damages and costs which may be awarded in any such suit or action or proceeding to any such person or which may with the consent of the Contractor be paid to compromise any claim by any such person.

108. Excavation and Trenching

- 108.1 All trenches 1.2 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 undercutting 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 by the Engineer-in-Charge, 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 patent 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) In case of departmental machine, the safe working load shall be notified by the Engineer-in-Charge. As regards Contractor's machines, the Contractor shall notify the safe working load of the machine to the Engineer-in-Charge 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 Welfare Officer, Engineer-in-Charge or safety Engineer of the Administration or their representatives.

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 Employer/ Owner.

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 Fire Extinguishers, Fire Buckets and drums at worksite as recommended by Engineer-in-Charge. 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. 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 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 against any loss or damage resulting directly or indirectly therefrom.

114. Mines Act

114.1 SAFETY CODE: The Contractor shall at his own expense arrange for the safety provisions as required by the Engineer-in-Charge in respect of all labour directly employed for performance of the Works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provides necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the costs thereof from the Contractor.

114.2 Failure to comply with Safety Code or the provisions relating to report on accidents and to grant of maternity benefits to female workers shall make the Contractor liable to pay Company Liquidated Damages an amount not exceeding INR 50/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the Inspecting Officer or from representatives of Engineer-in-Charge shall be final and binding and

deductions for recovery of such Liquidated Damages may be made from any amount payable to the Contractor from all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof the time being in force and any Rules and Regulations made thereunder in respect of all the persons employed by him under this Contract and shall indemnify the Employer/ Owner from and against any claim under the Mines Act or the rules and regulations framed thereunder by or on behalf of any persons employed by him or otherwise.

115. Preservation of Place

- 115.1 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 Employer/ 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 Employer/ Owner shall be recoverable from the Contractor.

116. Outbreak of Infectious Diseases

- 116.1 The Contractor shall remove from his camp such labour and their facilities who refuse protective inoculation and vaccination when called upon to do so by the Engineer-in-Charge's representative. 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 required by the Engineer-in-Charge failing which within the time specified in the Engineer's requisition, the work may be done by the Employer/ Owner and the cost thereof recovered from the Contractor.

117. Use of Intoxicants

- 117.1 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 and Indian Standard Code 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)	<p>The Employer is:</p> <p>Solar Energy Corporation of India Limited, D - 3, 1st Floor, Wing - A, Religare Building, District Centre Saket, New Delhi - 110 017</p> <p>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</p> <p>The Owner is:</p> <p>Indian Institute of Carpet Technology Chauri Road, Bhadohi, Uttar Pradesh - 221 401</p> <p>Kind Attn.: Administrative Cum Security Officer Telephone Nos.: - 0091-(0)5414-225504 Fax No.: - 0091-(0)5414-225509 E-mail: - iict@iict.ac.in</p>
2.		<p>The Engineer-in-Charge/ Project Manager is:</p> <p>Addl. General Manager (Solar) Solar Energy Corporation of India Limited, D - 3, 1st Floor, Wing - A, Religare Building, District Centre Saket, New Delhi - 110 017 Telephone Nos.: - 0091-(0)11-71989211/ 71989226 Fax No.: - 0091-(0)11-71989243 E-mail: - agmsolar@seci.co.in</p>
3.		<p>The Defect Liability Period is:</p> <p>12 (Twelve) Months from the date of Operational Acceptance of Work meaning to Commissioning of the entire 5000 Nos 3*3W LED based Solar Home Lighting System as certified by the Engineer-in-Charge which is indicated in the Completion Certificate</p>
4.		<p>Time for Completion is:</p> <p>06 (Six) Months from the date of issuance of NOA/ LOI/ LOA as detailed below in Table No. 4.1.</p> <p>Further Contractor is also to provide Annual Maintenance Contract (AMC) of Solar Photo Voltaic Plant for a period of 02 (Two) years after a period of 01 (One) Year overall system warranty from the date of final commissioning.</p>

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions

Table No. 4.1

S. No.	Stage	Reference from D
1	Issue of NOA/ LOI/ LOA	Zero Date (D)
2	Site Visit, DPR	D + 0.5 Month
3	Detailed Engineering Design and Drawing/Sample Approvals	D + 1 Month
4	Procurement Planning and Approval	D + 2 Months
5	Completion of supply of major equipment like SPV Modules (including structure for the above), Battery, Electronics etc.	D + 4 Months
6	Installation of all Major Equipment	D + 4.5 Months
7	Interconnection of all Major Equipments and Completion of Installation	D + 5 Months
8	Completion, Testing and Pre-Commissioning of LED based Solar Home lighting System.	
9	Commissioning & handing over the complete 5000 LED based Solar home lighting system along with Completion of Facilities in line with Technical/ Functional/ Performance Requirement stated under this Tender Document.	D + 6 Months

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
5.	Location of Site (Clause No. 2.1.a)	<p>The Location of Site is:</p> <p>Indian Institute of Carpet Technology Chauri Road, Bhadohi, Uttar Pradesh - 221 401</p> <p>Kind Attn.: Administrative Cum Security Officer Telephone Nos.: - 0091-(0)5414-225504 Fax No.: - 0091-(0)5414-225509 E-mail: - iict@iict.ac.in</p> <p>IICT Varanasi would provide the list of beneficiary artisans at the time of Notification of Award.</p>
6.	New Clause (Ceiling Price)	<p>The ceiling price of each (3 * 3W) LED based Solar Home Lighting System including 01 Year system warranty & 02 Years AMC is kept at Rs. 8700 (Eighty Seven Hundred only) per Unit, which is inclusive of applicable Goods & Service Tax (GST). So, bidders are required to quote the prices in Price bid within the ceiling Price as mentioned. If the Price of each (3*3W) LED based Solar Home Lighting System including 02 years AMC as per CELL No I 27 of SOR 1 is more than the ceiling price of Rs 8700, then the bid shall be rejected out rightly..</p>

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
7.	New Clause (Award of Contract)	<p>Owner shall issue separate Orders (NOA/ LOI/ LOA) for different components of the contract i.e.,</p> <ol style="list-style-type: none"> First Contract: For Ex-Works supply of all equipments and materials including mandatory spares and any other supplies specified in the Contract Documents (whether from India or abroad) Second Contract: For providing all services i.e. Transportation for delivery at site, Insurance, unloading, Storage, Handling at site, Civil Works, Erection, Installation, Testing and Commissioning including performance testing and Annual Maintenance for 02 (Two) Years in respect of all the equipments supplied under the "First Contract" and any other services specified in the Contract Documents <p>Both contracts will contain a cross fall breach clause specifying that breach of one will constitute breach of the other.</p> <ol style="list-style-type: none"> Third Contract: Comprehensive Annual Maintenance Contract for the 5000 Nos of 3*3 W LED based Solar Home Lighting System for a period of 02 (Two) Years after 01 (One) Year of overall system warranty in respect of all the equipment's, components and accessories as mentioned in the detailed scope of work
8.	New Clause (Contract Performance Security)	<p>Against the total EPC/ LSTK & Annual Maintenance Contract (AMC) of the project, within 30 (Thirty) days from the issuance of the Notification of Award/ Letter of Intent/ Letter of Allocation from Employer, the successful bidder shall furnish an unconditional and irrevocable Contract Performance Security. 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 owner as "Indian Institute of Carpet Technology, Bhadhoi" payable at Bhadhoi, Uttar Pradesh, India".</p> <p>The Contract Performance Security against this Contract need to be furnished as mentioned below: -</p> <ol style="list-style-type: none"> The value of the Contract Performance Security shall be 10% of the Total Contract Value (i.e., total sum of the Supply ,Service & AMC Contract) and will remain valid 90 (Ninety) days beyond the Defect Liability Period of 12 (Twelve) Months. Henceforth, the total validity of Contract Performance Security shall be 15 (Fifteen) months from the date of Operational Acceptance. In case the Contractor fails to furnish the Contract Performance Security within the indicated time period as mentioned above, Employer/ Owner at their sole discretion will forfeit the EMD.

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
		<p>3. The Contract Performance Security shall be towards faithful performance of the contractual obligations and performance of equipment.</p> <p>4. 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 for the requirement of Design, Engineering, Manufacture, Supply, Installation, Erection, Testing & Commissioning of 5000 nos. (3 * 3W) LED based Solar Home Lighting System including 02 Years AMC shall constitute sufficient grounds for forfeiture of the entire Contract Performance Security.</p> <p>5. 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/ 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 60 (Sixty) days from issuance of NOA/ LOI/ LOA. However, total project completion period shall remain same. Part Security shall not be accepted.</p> <p>6. 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 Defect Liability Period.</p>
9.	New Clause	The Contractor will be required to provide a full-fledge Service Centre/ Office set-up in the Cluster to render required AMC Services to the beneficiaries. Acceptance for this condition is to be submitted along with the Tender Documents as System Warranty Period of 01 (One) Year and AMC Period of 02 (Two) years can only be established properly under a given proper Office set-up. The Contractor should maintain a detailed list of minimum spares required to run the system for a period of 02 (Two) Years on the Service Centre/ Office. Details of the complete AMC scope is provided in the Technical Specifications Section (Section VII)
10.	Liquidated Damages (LD) (Clause No. 27)	Subject to Force Majeure Clause, if the Contractor fails to comply with the Time for Completion in accordance with SCC Clause 4, for the whole of the facilities, (or a part for which a separate time for completion is agreed) then the Contractor shall pay to the Employer/ Owner a sum equivalent to half percent (0.5%) of the Contract Price for the whole of the facilities, (or a part for which a separate time for completion is agreed) as liquidated damages for such default and not as a penalty, without prejudice to the Employer's/ Owner's other remedies under the Contract, for each week or part thereof which shall elapse between the relevant Time for Completion and the date stated in Taking Over Certificate of the whole of the Works (or a part for which a separate time for completion is agreed) subject to the

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
		limit of five percent (5%) of Contract Price for the whole of the facilities, (or a part for which a separate time for completion is agreed). The Employer/ 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, Employer/ Owner may consider the termination of contract.
11.	Guarantee/ Warranty (Clause No. 73.2)	The statement indicated in the Technical Specifications attached shall be read in addition to the existing clause of GCC
12.	New Clause (Write-Up)	A brief write-up on the device, its usage, action to be taken by the supplier in case of any defect for rectifying it within 24 hours may be made in Hindi language and submitted along with the Bid. This write-up will have to be provided to each beneficiaries while providing the equipment.
13.	New Clause (Payment Terms)	<p>(A) The payment for the First Contract (related to 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 total Supply Contract Value shall be released to successful bidder upon receipt of unconditional acceptance of NOA/ LOI/ LOA, detailed proforma 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 01 year MCLR rate.</p> <p>ii) Seventy percent (70%) payments shall be paid against supply, receipt and acceptance of Materials at owners mentioned site on submission of documents (except Advance Bank Guarantee) indicated under clause i), Contractor's detailed invoice & packing list identifying contents of each shipment, evidence of dispatch (GR/ LR copy), Copies of Certificates to the effect of payments of State/ Central taxes, duties, levies etc, Certified copy of Insurance policy/Insurance Certificate, Manufacturer's/ Contractor's Guarantee certificate of Quality, submission of the certificate by the Employer's authorized representative that the item(s) have been received and MDCC (Material Dispatch Clearance Certificate) issued by Employer'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 testing, commissioning & hand over of the complete 5000 nos LED Solar Home Lighting Systems at owner's site/beneficiaries as mentioned and Acceptance of the Facility including submission of all</p>

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
		<p>as-built drawings and documents. as certified & approved by the Engineer-in-Charge/Technical Team.</p> <p>(iv) Final Ten percent (10%) payments shall be paid against the completion of system warranty/Defect Liability Period as defined in the tender document against the certification and approval of the Engineer-in-Charge/Technical Team.</p> <p>(B) For the Second Contract (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 Second Contract (i.e. Freight & Insurance Portion), the payment shall be made in line with First Contract without releasing any initial advance.</p> <p>ii) For the Second Portion of Second Contract (i.e. Erection, Testing and Commissioning Portion), the payment shall be made as detailed below: -</p> <p>(a) Ninety percent (90%) payments shall be paid against successful erection, testing and commissioning of materials at site.</p> <p>(b) Final Ten percent (10%) payments shall be paid on hand over of the complete 5000 nos LED Solar Home Lighting Systems at owner's site/beneficiaries as mentioned and Acceptance of the Facility including submission of all as-built drawings and documents. as certified & approved by the Engineer-in-Charge/Technical Team.</p> <p>(C) For the Third Contract (related to Annual Maintenance Contract, AMC Part), the payment shall be made as detailed below.</p> <p>Yearly Annual Maintenance Contract value will be divided into 04 equal portions of 25% & each 25% portion of the yearly Annual Maintenance contracts charges will be paid after end of each Financial Year Quarter on furnishing of Performance Certificate from Employer Representative and verification & approval by Engineer-in-Charge</p> <p>(D) All the payment shall be released from Owner's Registered Office, Uttar Pradesh upon submission of Original Documents as mentioned against each Payment Milestones, Joint Commissioning and Handing Over Certificate duly certified by the authorized representative of Employer/ Owner.</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 Employer, 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 Employer 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 Employer 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 Employer. The Employer's decision in this regard shall be final and binding.

LIST OF FORMS & FORMAT

Form No.	Description
F-0	COVERING LETTER
F-1	BIDDER'S GENERAL INFORMATION
F-2	BID FORM
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-9A	PROFORMA OF "EXTENSION OF BANK GUARANTEE"
F-11	ACKNOWLEDGEMENT CUM CONSENT LETTER
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-21	INDEMNITY BOND
F-22	LIST OF BANKS
F-23	SHAREHOLDING CERTIFICATE
F-24	POWER OF ATTORNEY FOR BIDDING COMPANY
F-25	FORMAT FOR CERTIFICATE OF RELATIONSHIP OF PARENT COMPANY OR AFFILIATE WITH THE BIDDING COMPANY- <u>NOT APPLICABLE TO THIS TENDER</u>
F-26	UNDERTAKING FROM THE FINANCIALLY EVALUATED ENTITY OR ITS PARENT COMPANY/ ULTIMATE PARENT COMPANY - <u>NOT APPLICABLE TO THIS TENDER</u>

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, Religare Building
District Centre, Saket, New Delhi - 110 017

Sub: Bid for "Tender for Design, Engineering, Manufacture, Supply, Installation, Erection, Testing & Commissioning of 5000 nos. (3 * 3W) LED based Solar Home Lighting System including 02 Years AMC under Domestic Competitive Bidding as per Tender No. SECI/C&P/IICT/UP-VBM/042017/001"

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, Manufacture, Supply, Installation, Erection, Testing & Commissioning of 5000 nos. (3 * 3W) LED based Solar Home Lighting System including 02 Years AMC under Domestic Competitive Bidding" 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 : **NOT APPLICABLE**

We have bid for the capacity of ___ MWp. (*mention in the separate table, details as per tender terms and conditions*)

4. Tender Processing Fees

We have enclosed a Tender 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 _____ MWp. (*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. 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.

8. 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.

9. Contact Person

Details of the contact person are furnished as under:

Name :

Designation :

Company :

Address :

Phone Nos. :

Fax Nos. :

E-mail address :

10. 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. 11.1 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 from the date of opening of "Techno-Commercial/ Un-priced Bid". 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 Notarized 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 Vendor is registered/ Likely to be registered under GST	Yes or No : If Yes, then customer will be treated as registered customer & he will have to provide further details as stated on the below left hand side
17	GST ID (Proof to be submitted – GST No acknowledgement OR Email from Gol)	
18	GSTN Address	

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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	Bidding company is listed in India	Yes/No
25	Details of the Ownership structure (Details of persons owning 10% or more of the Total Paid up equity of the Bidding Company in the Format as below	
26	Whether company is MSME as on the bidding date	Yes/No

Name of the Equity holder	Type and Number of shares owned	% of equity holding	Extent of Voting rights

(Signature of Authorized Signatory)

With Stamp

Form F-2

BID FORM

(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, Religare Building
District Centre, Saket, New Delhi - 110 017

Sub: Bid for "Tender for Design, Engineering, Manufacture, Supply, Installation, Erection, Testing & Commissioning of 5000 nos. (3 * 3W) LED based Solar Home Lighting System including 02 Years AMC under Domestic Competitive Bidding as per Tender No. SECI/C&P/IICT/UP-VBM/042017/001"

Dear Sir / Madam,

After examining/ reviewing the tender Documents for the tender of "Tender for Design, Engineering, Manufacture, Supply, Installation, Erection, Testing & Commissioning of 5000 nos. (3 * 3W) LED based Solar Home Lighting System including 02 Years AMC under Domestic Competitive Bidding" including "Specifications & Scope of Work", "General Conditions of Contract [GCC]", "Special Conditions of Contract [SCC]" and "Schedule of Rates [SOR]", etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to offer to execute the whole part of the job and in conformity with the said tender Documents, including amendments.

We confirm that this bid is valid for a period as specified in BDS from the date of opening of "Techno-Commercial/ Un-priced Bid", and it shall remain binding upon us and may be accepted by any time before the expiry of that period.

If our Bid is accepted, we will provide the "Contract performance Security/ equal to 10% of the Contract Price" or as mentioned in tender document for the due performance within "thirty [30] days" of such Award.

Until a final Contract Agreement is prepared and executed, the tender document (including addenda/ corrigenda) together with the "Notification of Award" shall constitute a binding agreement between us.

We understand that bidding document is not exhaustive and any action and activity not mentioned in bidding documents but may be inferred to be included to meet the intend of the bidding documents shall be deemed to be mentioned in bidding documents unless otherwise specifically excluded and we confirm to perform for fulfillment of agreement and completeness of the work in all respects within the time frame and agreed price.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:

Form F-4

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

(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:

To:

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Religare Building
District Centre, Saket, New Delhi - 110 017

WHEREAS M/s. *(Insert name of bidder)* having its Registered/ Head Office at *(Insert address of the bidder)* (Hereinafter called "the bidder") has submitted its bid for the performance **of the Contract for** ***(insert name of the Package)*** **under** ***(insert Tender No)*** (Hereinafter called "the bid")

KNOW ALL PERSONS by these present that WE *(insert name & address of the issuing bank)* having its Registered/ Head Office at *(insert address of registered office of the bank)* (hereinafter called "the Bank"), are bound unto Solar Energy Corporation of India Limited (SECI) (hereinafter called "the Employer") in the sum of *(insert amount of Bid Security in figures & words)* for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this day of 20....

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or
- (2) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/ or accept the withdrawals/ rectifications pursuant to the declaration/ confirmation made by him; or
- (3) If the Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to ITB Clause 30; or
- (4) If, as per the requirement of Qualification Requirements the Bidder is required to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executants (s) or registered with the Indian Embassy/ High Commission in that Country, within ten days from the date of intimation of post - bid discussion; or

- (5) In the case of a successful Bidder, if the Bidder fails within the specified time limit
- (i) To sign the Contract Agreement, in accordance with ITB Clause 37,
 - or
 - (ii) To furnish the required Contract Performance Security, in accordance with ITB Clause 38.
- or
- (6) In any other case specifically provided for in Tender.

WE undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of any of the above-named CONDITIONS or their combination, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including (insert date of validity as per Tender documents), and any demand in respect thereof must reach the Bank not later than the above date.

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 _____

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, Religare Building
District Centre, Saket, New Delhi - 110 017

Sub: Bid for "Tender for Design, Engineering, Manufacture, Supply, Installation, Erection, Testing & Commissioning of 5000 nos. (3 * 3W) LED based Solar Home Lighting System including 02 Years AMC under Domestic Competitive Bidding as per Tender No. SECI/C&P/IICT/UP-VBM/042017/001"

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, Religare Building
District Centre, Saket, New Delhi - 110 017

Sub: Bid for "Tender for Design, Engineering, Manufacture, Supply, Installation, Erection, Testing & Commissioning of 5000 nos. (3 * 3W) LED based Solar Home Lighting System including 02 Years AMC under Domestic Competitive Bidding as per Tender No. SECI/C&P/IICT/UP-VBM/042017/001"

Dear Sir / Madam,

We hereby confirm that we are not on Banning List by Employer/ 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 Employer/ 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 Employer/ 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 Employer/ 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, Religare 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 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 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 Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer or authorized officer of the 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 Letter of 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 Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of 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 Letter of 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 Letter of 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.

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-9A

PROFORMA OF EXTENSION OF BANK GUARANTEE

(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)

Ref. No.....

Dated:

To:

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Religare Building
District Centre, Saket, New Delhi - 110 017

Dear Sir / Madam,

Sub.: Extension of Bank Guarantee No. dated for, issued to you on behalf of M/s. *(insert name of the Contractor)* in respect of Contract No. dated for *(insert name of the Package along with the Project name)* (hereinafter called original Bank Guarantee).

At the request of M/s..... *(insert name of the Contractor)*, We*(insert name & address of the issuing bank)*, a Bank organized under the laws of and having its Registered/Head Office at*(insert address of registered office of the bank)*..... do hereby extend our liability under the above-mentioned Guarantee No. Dated for a further period of Years/Months from to expire on Except as provided above, all other terms and conditions of the original Bank Guarantee No. dated shall remain unaltered and binding.

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

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-11

ACKNOWLEDGEMENT CUM CONSENT LETTER

(On receipt of tender document/ information regarding the tender, bidder shall acknowledge the receipt and confirm his intention to bid or reason for non-participation against the enquiry/ tender through e-mail/ fax to concerned executive of Employer issued the tender, by filling up the Format in its letter head)

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, Religare Building
District Centre, Saket, New Delhi - 110 017

Sub: Bid for "Tender for Design, Engineering, Manufacture, Supply, Installation, Erection, Testing & Commissioning of 5000 nos. (3 * 3W) LED based Solar Home Lighting System including 02 Years AMC under Domestic Competitive Bidding as per Tender No. SECI/C&P/IICT/UP-VBM/042017/001"

Dear Sir / Madam,

We hereby acknowledge receipt of a complete set of bidding document along with enclosures for subject item/ job and/ or the information regarding the subject tender.

- We intend to bid as requested for the subject item/ job and furnish following details with respect to our quoting office:

Postal Address with Pin Code : _____
Telephone Number : _____
Fax Number : _____
Contact Person : _____
E-mail Address : _____
Mobile No. : _____
Date : _____
Seal/ Stamp : _____

OR

- We are unable to bid for the reason given below:

Reasons for non-submission of bid:

Agency's Name :
Signature :
Name :
Designation :
Date :
Seal/Stamp :

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

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, Religare Building
District Centre, Saket, New Delhi - 110 017

Sub: Bid for "Tender for Design, Engineering, Manufacture, Supply, Installation, Erection, Testing & Commissioning of 5000 nos. (3 * 3W) LED based Solar Home Lighting System including 02 Years AMC under Domestic Competitive Bidding as per Tender No. SECI/C&P/IICT/UP-VBM/042017/001"

Dear Sir / Madam,

Sl. No	Description of the Services	LOA /WO No. and date	Full Address & phone nos. of Client. Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)	Postal & phone nos. of Client.	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, Religare Building
District Centre, Saket, New Delhi - 110 017

Sub: Bid for "Tender for Design, Engineering, Manufacture, Supply, Installation, Erection, Testing & Commissioning of 5000 nos. (3 * 3W) LED based Solar Home Lighting System including 02 Years AMC under Domestic Competitive Bidding as per Tender No. SECI/C&P/IICT/UP-VBM/042017/001"

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 (refer Note-1 below) as per last FY.

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 26% 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, Religare Building, District Centre, Saket, New Delhi-110017 (hereinafter called the "Employer").

WHEREAS the Party No.1, Party No.2 and Party No.3 have entered into an Agreement dated.....

AND WHEREAS the Employer 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 Employer 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 Employer 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 Employer 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 Employer 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 Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(ies), the Employer 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 Employer.
4. The financial liability of the Parties of this Deed of Undertaking to the Employer, 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 Employer 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 Employer 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
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

For Lead Partner (Party No.-1)
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

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.-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, Religare Building, District Centre, Saket, New Delhi-110017 (hereinafter called the 'Employer') to undertake the following acts:

- i) To submit proposal and participate in the aforesaid Bid Specification of the Employer on behalf of the "Joint Venture".
- ii) To negotiate with the Employer the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Employer 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 Employer 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, Religare Building, District Centre, Saket, New Delhi-110017 (hereinafter called the "Employer").

WHEREAS the Party No.1, Party No.2 and Party No.3 have entered into an Agreement dated.....

AND WHEREAS the Employer 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 Employer 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 Employer 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 Employer 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 Employer 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 Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(ies), the Employer 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 Employer.
4. The financial liability of the Parties of this Deed of Undertaking to the Employer, 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 Employer 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 Employer 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
presence pursuant to Board of
Director's Resolution dated

Name

Designation

Signature

WITNESS :

I.

II.

For Lead Partner (Party No.-1)
For and on behalf of M/s
.....

(Signature of the authorized
representative)

Common Seal of
has been affixed in my/our
presence pursuant to Board of
Director's Resolution dated

Name

Designation

Signature

WITNESS :

I.

II.

For Party No.-2
For and on behalf of
M/s.....

(Signature of the authorized
representative)

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

Name

Designation

Signature

WITNESS :

I.

For Party No.-3
For and on behalf of M/s.
.....

(Signature of the authorized
representative)

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, Religare Building, District Centre, Saket, New Delhi-110017 (hereinafter called the 'Employer') to undertake the following acts:

- i) To submit proposal and participate in the aforesaid Bid Specification of the Employer on behalf of the "Consortium".
- ii) To negotiate with the Employer the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Employer 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 Employer 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. Vendor/ Customer Name :
2. Vendor/ Customer Code :
3. Vendor/ Customer Address :
4. Vendor/ 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, Religare 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 Employer 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 Employer 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 Completion of the Facilities 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 Employer 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-21

INDEMNITY BOND

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value should be in the name of the Bidder/ Contractor)

NOA/ Contract No.....

..... [Name of Contract]

WHEREAS Solar Energy Corporation of India Ltd. (hereinafter referred to as "SECI") which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at D-3, 1st Floor, Wing-A, Religare Building, District Centre, Saket, New Delhi 110017 has entered into a contract with M/s* ____ (hereinafter referred to as the "Contractor") which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at * ____ and on the terms and conditions as set out, inter-alia in the [mention the NOA/ LOA/ Tender No.] and various documents forming part thereof, hereinafter collectively referred to as the 'CONTRACT' which expression shall include all amendments, modifications and/ or variations thereto.

SECI has also advised the Contractor to execute an Indemnity Bond in general in favour of SECI indemnifying SECI and its employees and Directors including Independent Directors from all consequences which may arise out of any prospective litigation or proceedings filed or may be initiated by any third party, including any Banker/ Financial Institution/ Worker(s)/ Vendor(s)/ Subcontractor(s) etc. who may have been associated or engaged by the Contractor directly or indirectly with or without consent of SECI for above works.

NOW, THEREFORE, in consideration of the promises aforesaid, the Contractor hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified SECI and all its employees, Directors, including Independent Directors, from and against all/ any claim(s), damages, loss, which may arise out of any litigations/ liabilities that may be raised by the Contractor or any third party against SECI under or in relation to this contract. The Contractor undertakes to Compensate and pay to SECI and/ or any of its employees, Directors including Independent Directors, forthwith on demand without any protest the amount claimed by SECI for itself and for and on behalf of its employees, Directors including Independent Directors together with direct/ indirect expenses including all legal expenses incurred by them or any of them on account of such litigation or proceedings.

AND THE CONTRACTOR hereby further agrees with SECI that:

- (i) This Indemnity shall remain valid and irrevocable for all claims of SECI and/ or any of its employees and Directors including Independent Directors arising out of said contract with respect to any such litigation / court case for which SECI and/ or its employees and Directors including Independent Directors has been made party until now or here-in-after.
- (ii) This Indemnity shall not be discharged/ revoked by any change/ modification/ amendment/ assignment of the contract or any merger of the Contractor with other entity or any change in the constitution/ structure of the Contractor's Firm/ Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any/ all claims for payment of SECI are settled by the Contractor and/ or SECI discharges the Contractor in writing from this Indemnity.

The undersigned has full power to execute this Indemnity Bond for and on behalf of the Contractor and the same stands valid.

Yours faithfully

(Signature and stamp (on each page) of Authorized Signatory of Contractor.

Name:

Date:

Place:

WITNESS

1. Signature.....

Name

Designation

Occupation

2. Signature.....

Name

Designation

Occupation

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 Corp. (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

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).

Form F-25

NOT APPLICABLE TO THIS TENDER
FORMAT FOR CERTIFICATE OF RELATIONSHIP OF
PARENT COMPANY OR AFFILIATE WITH THE BIDDING
COMPANY

(To be submitted on the Letter Head of the Bidder)

Ref.No. _____

Date: _____

To

Solar Energy Corporation of India Limited
 (A Government of India Enterprise)
 D - 3, 1st Floor, Wing - A, Religare Building
 District Centre, Saket, New Delhi - 110 017

Sub: Bid for "Design, Engineering, Manufacture, Supply, Storage, Civil Work, Installation, Erection, Testing & Commissioning of 5000 nos. (3 * 3W) LED based Solar Home Lighting System as per Tender No. SECI/C&P/IICT/UP-VBM/042017/001"

Dear Sir / Madam,

We hereby certify that M/s....., M/s....., M/s..... are the Affiliate(s)/ Parent Company of the Bidding Company as per the definition of Affiliate/ Parent Company as provided in this Tender and based on details of equity holding as on seven (7) days prior to the Bid Deadline.

The details of equity holding of the Affiliate/ Parent Company/ Bidding Company or vice versa as on seven (7) days prior to the Bid Deadline are given as below:

Name of Bidding Company	Name of the Affiliate of the Bidding Company/ Name of the Parent Company of the Bidding Company	Name of the Company having common control on the Affiliate and the Bidding Company	Percentage of Equity Holding of Parent Company in the Bidding Company

*Strike out whichever is not applicable.

(Name, Signature and Stamp of Company Secretary/ Director/ Statutory Auditor)

Form F-26

NOT APPLICABLE TO THIS TENDER

**UNDERTAKING FROM FINANCIALLY EVALUATED
ENTITY OR ITS PARENT COMPANY/ ULTIMATE PARENT
COMPANY**

**(To be submitted on the Letter Head of the Financially Evaluated Entity or its Parent Company/
Ultimate Parent Company)**

Ref.No. _____

Date: _____

Name:
Full Address:
Telephone No.:
E-mail address:
Fax/No.:

To,
Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Religare Building
District Centre, Saket, New Delhi - 110 017

Dear Sir,

We refer to the Tender No..... dated..... for
“.....”.

“We have carefully read and examined in detail the tender, including in particular, regarding submission of an undertaking, as per the prescribed Format at Annexure F-26 of the tender.

We confirm that M/s..... (Insert name of Bidding Company) has been authorized by us to use our financial capability for meeting the Financial Eligibility as specified in Clause 1.3, Annexure to BDS of the tender including any amendment thereof referred to above.

We have also noted the amount of the Contract Performance Security required to be submitted as per Clause 38, Section-II, ITB of the tender including any amendment thereof the (Insert the name of the Bidding Company) in the event of it being selected as the Successful Bidder”.

In view of the above, we hereby undertake to you and confirm that in the event of failure of (Insert name of the Bidding Company) to submit the Contract Performance Security in full or in part at any stage, as specified in the tender, we shall submit the Performance Guarantee not submitted by (Insert name of the Bidding Company)”.

We have attached hereto certified true copy of the Board Resolution Whereby the Board of Directors of our Company has approved issue of this Undertaking by the Company.

All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the tender.

Signature of Authorised Signatory

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



SECTION - VII

SCOPE OF WORK & TECHNICAL SPECIFICATIONS

- The Scope of Work of a Contractor shall include Design, Manufacture, Supply, Erection, Testing and Commissioning including one (01) year overall system warranty in respect of all the equipment and accessories supplied and installed and two (02) years of Annual Maintenance Contract (AMC) of 5000 nos. of 9 W (3 Nos. * 3 Watts Each) LED based Solar home Lighting system to the artisans of **Varanasi, Bhadohi & Mirzapur Carpet belt of U.P.** Details of identified locations or cluster points shall be provided at the time of delivery by owner (IICT).
- A standalone solar photovoltaic home lighting system is an indoor lighting unit used for illuminating a room area. The Solar home Lighting System(SSLS) consists of solar photovoltaic (SPV) module, a luminaire (3 * 3 W each) , storage battery, control electronics, inter-connecting wires/cables, module mounting pole including Single fixture along with the mounting arrangement and the solar panel directly out of the box.

TECHNICAL DETAILS

WHITE-LED (W-LED) BASED SOLAR HOME LIGHTING SYSTEMS

A solar home lighting system (SHS) provides a comfortable level of illumination in one or more rooms of a house. The SHS consists of a PV module, control electronics, battery, and luminaire(s). PV module converts sunlight into electricity, which powers the luminaire(s). White Light Emitting Diode (W-LED) is a solid state device which emits light when electric current passes through it.

BROAD PERFORMANCE SPECIFICATIONS:

The broad performance specifications of a W-LED light source based solar home lighting system are given below:

Module	40 Watt peak under STC (with Module Mounting Structure)
Battery	Lead acid Tubular Flooded or Tubular GEL / VRLA , 12V- 40 AH @ C/10
Light Source	3 Nos. of DC operated white LED light each of having 3 Watts, dispersed beam, soothing to eyes with the use of proper optics and diffuser
Light Out put	Minimum 18 Lux when measured at the periphery of 2.5 meter diameter from a height of 2.5 meter. At any point within area of 2.5mtr diameter periphery the light level should not be more than three times of the periphery value. The illumination should be uniform without Dark Bands or abrupt variations and soothing to the eyes. Higher output would be preferred.
Multiple Light Levels	To take care of different lighting needs as per user's requirement. The lamp should have multiple levels of light (at least two levels) to take care of different lighting needs during the night.
Mounting of light	Wall or ceiling
Electronics	Min 85 % efficiency
Average duty cycle	4 hours a day under average daily insolation of 4.5 kWh/ sq.m. on a horizontal surface
Autonomy	3 days or Minimum 30 operating hours per permissible discharge.
Mounting of light	At suitable and feasible location in premises
Charge Controller	12V, 5 Amps PWM 3-stage Charging
Working temperature	0 ⁰ – 50 ⁰ C

TECHNICAL DETAILS:

PV MODULE (S):

- Indigenously manufactured PV modules should be used
- The PV modules should be made up of crystalline silicon solar cells and must have a certificate of testing conforming to IEC 61215 Edition II / BIS 14286 from an NABL or IECQ accredited Laboratory.
- The power output of the module(s) under STC should be a minimum of 40 Wp
- The module efficiency for PV modules 40 Wp capacity should not be less than 12%.
- The terminal box on the module should have a provision for opening, for replacing the cable, if required.
- There should be a Name Plate fixed inside the module which will give:
Name of the Manufacturer or Distinctive Logo.
Model Number
Serial Number
Year of manufacture
- A distinctive serial number starting with NSM will be engraved on the frame of the module or screen printed on the tedlar sheet of the module.

*The Load voltage conditions of the PV modules are not applicable for the system having MPPT.

BATTERY:

- Battery should have a minimum rating of 12 V, 40 Ah at C/10 rate of discharge, depending on the Model.
- 75 % of the rated capacity of the battery should be between fully charged & load cut off conditions.
- Battery should conform to the latest BIS/ International standards

LIGHT SOURCE:

- The light source will be of white LED type.
- The colour temperature of W-LEDs used in the system should be in the range of 5500 oK– 6500oK.
- LEDs should not emit ultraviolet light.
- The light output from the W-LED light source should be constant throughout the duty cycle.
- The lamps should be housed in an assembly suitable for indoor use.

- The light source will be of white LED type. Single LED or multiple LED's can be used.
- Each LED lamp should be having 3 watt power rating
- Luminous flux efficacy ≥ 110 lm/Watt
- LEDs should not emit ultraviolet light.
- The Design of samples of LED luminaire are to be submitted for approval by SECI
- The LED lamp of Nichia, Cree, Philips, Osram /equivalent make only to be used

ELECTRONICS:

- The total electronic efficiency should be at least 85 %.
- Electronics should have temperature compensation for proper charging of the battery throughout the year. The idle current should be less than 2mA. The voltage drop from module terminals to the battery terminals should not exceed 0.8 volts including the drop across the diode and the cable when measured at maximum charging current.
- The PCB containing the electronics should be capable of solder free installation and replacement.
- Necessary lengths of wires/cables, switches suitable for DC use and fuses should be provided.

ELECTRONIC PROTECTIONS

- The system should have protection against battery overcharge, deep discharge condition.
- Load reconnect should be provided at 80% of the battery capacity status.
- Adequate protection should be provided against battery reverse polarity.
- Fuses should be provided to protect against short circuit conditions.
- Protection for reverse flow of current through the PV module(s) should be provided.

MECHANICAL COMPONENTS

- Corrosion resistant metallic frame structure should be provided to hold the SPV module.
- The frame structure should have provision to adjust its angle of inclination to the horizontal, so that it can be installed at the specified tilt angle.
- Light source should be either for wall mounted or ceiling mounted or can be hung from the ceiling in a stable manner, as per site requirements.
- A vented plastic/ wooden/ metallic box with acid proof corrosion resistant paint for housing the storage battery indoors should be provided.

INDICATORS

- The system should have two indicators, green and red.
- The green indicator should indicate the charging under progress and should glow only when the charging is taking place. It should stop glowing when the battery is fully charged
- Red indicator should indicate the battery "Load Cut Off" condition

QUALITY AND WARRANTY

- The Solar home lighting system will be warranted for a period of ONE years (1 years) from the date of commissioning. The PV module(s) will be warranted (against manufacturing defects) for a minimum period of 10 years from the date of supply. PV modules used in Solar Home Lighting System must be performance warranted for their output peak watt capacity, which should not be less than 90% at the end of Ten (10) years and 80% at the end of Twenty five (25) years.
- The battery should be warranted for a period of 5 years.
- The Warranty Card to be supplied with the system must contain the details of the system. The manufacturers can also provide additional information about the system and conditions of warranty as necessary.
- Earthing for the system be incorporated as per RE norms from safety aspects.

ELECTRIC CABLE:

- The electric cable used shall be twin core PVC insulated water and UV resistance copper cable of minimum size 2.5 mm. Cable shall meet IS 1554 / 694 Part 1:1988 & shall be of 650 V/ 1.1 KV.
- 2 x 2.5 Sq mm total 15 meter length PVC insulated & PVC sheathed as per IS 694 or latest. Wire should be provided for fixing three no of LED bulbs at suitable location/s in the beneficiary's home

ANNUAL MAINTENANCE CONTRACT (AMC)

- The Annual Maintenance Contract shall ensure Servicing & replacement for parts and components (such as solar photovoltaic (SPV) module, a luminaire, storage battery, control electronics, inter-connecting wires/cables, module mounting pole including Single fixture along with the mounting arrangement, etc) of Solar Home Lighting Systems for 02 (Two) years from the date of completion of 01 (one) year warranty period of complete system.

- The Contact details (Name, Mobile number, Email, Address) to be declared to all the users & the owner/Employer for the repair and maintenance of the system during AMC.
- The maintenance service provided shall ensure proper functioning of the LED based Solar Home Lighting system as a whole. All Preventive/Routine maintenance and Breakdown/Corrective maintenance required for ensuring maximum uptime shall have to be provided by the Contractor. Accordingly, the Annual Maintenance Contract (AMC) shall have two distinct components as described below:

- **Preventive/Routine Maintenance**

Preventive & Routine Maintenance of all the components of the system shall be carried out by the Contractor as recommended by the Manufacture/Supplier of the component/sub system but at least once in every two months. This shall include cleaning of module surface, maintenance of other equipments or any other adjustment required by the system, checking of all electrical connections, wherever required or any other activity that may be required for proper functioning of the system.

- **Breakdown/Corrective Maintenance:**

Whenever a complaint is lodged by the user, the bidder shall attend to the same within a reasonable period of time (72 Hours). In case if the material or major component needs to be rectified/ replaced shall be corrected or replaced within a period not exceeding 07 (seven) days from the date of complaint.

- The Contractor will be required to provide a full-fledge Service Centre/ Office set-up in the Cluster to render required AMC Services to the beneficiaries. Acceptance for this condition is to be submitted along with the Tender Documents as System Warranty Period of 01 (Five) Years and AMC Period of 02 (Two) years can only be established properly under a given proper Office set-up. The Contractor should maintain a detailed list of minimum spares required to run the system for a period of 02 (Two) Years on the Service Centre/ Office. Details of the complete AMC scope is provided in the Technical Specifications Section (Section VII)
- The bidder shall maintain the following Works at the local Service Centre for ensuring highest level of Services to the end user
- **Adequately Trained Manpower, specifically trained by the bidder for carrying out the service activities.**

Adequate provisions for record keeping, which shall inter-alia, include the following

- a) Details of system supplied within the command area of the service station including full name and address of end user, system and sub-system serial numbers and records of routine maintenance carried out (duly signed by the end user).
- b) History record sheets of maintenance done.
- c) Adequate spares for ensuring least down time of an individual system.
- d) The Service Centre shall send summary service reports to owner on half yearly basis. These reports shall include the following information:
 - Number of systems covered by the Service Centre
 - Number of systems working satisfactorily on the reporting date
 - Number of complaints received during the period of reporting
 - Number of complaints attend during the period of reporting
 - Major cause of failure, as observed
 - Major replacement made during the reporting period Separate report shall be submitted for each type of systems manufacture wise in case the service centre caters to the requirement of more than one manufacture
 - The records maintained during the AMC period shall be available time to time to Owner.
 - The date of AMC maintenance period shall begin on the date of actual completion of warranty period.
 - Bidder shall furnish details of infrastructure that are presently available for establishing of Service Centres.

ANNUAL MAINTENANCE CONTRACT (AMC) MANUAL

An Operation, Instruction and Maintenance Manual, in English and the local language, should be provided with the Solar Home Lighting System. The following minimum details must be provided in the Manual:

- Basic principles of Photovoltaics.
- A small write-up (with a block diagram) on Solar Home Lighting System - its components, PV module, battery, electronics and luminaire and expected performance.
- Significance of indicators.
- Type, Model number, voltage & capacity of the battery, used in the system.

- The make, model number, country of origin and technical characteristics (including IESNA LM-80 report) of W-LEDs used in the lighting system must be indicated in the manual.
- Clear instructions about mounting of PV module(s).
- Clear instructions on regular maintenance and trouble shooting of the Solar Home Lighting System.
- DO's and DONT's.
- Name and address of the contact person for repair and maintenance.



SECTION - VIII

SCHEDULE OF RATES (SOR)

5000 nos. 9W (3 * 3W) LED
based Solar Home Lighting
System

Tender No. SECI/C&P/IICT/UP-
VBM/042017/001

SOR
Page 1 of 3

Signature of Bidder

1. **Bidders are required to quote for the Total Contract Price on Lumpsum basis in cognizance with the Tender Terms & Conditions.**
2. Bidder's quoted prices shall be strictly as per various Formats included under this Section [i.e. Section-VIII, Schedule of Rates (SOR)]. Bidder shall quote Lumpsum (LS) Price for the entire scope of work including Design, Engineering, Manufacture, Supply, Storage, Civil Work, Erection, Testing & Commissioning as per the Technical Specifications (TS) as defined under Section-VII.
3. All the Columns of quoted items in the Schedule of Rates including currency must be filled with required information, as applicable.
4. Bidder must quote the price in enclosed SOR formats only. The formats shall not be changed and/ or retyped. For any deviation to the SOR format, bid is liable for rejection.
5. Bidder to note that breakup of Lumpsum price is to be provided for assessment of Total Evaluated Bid Value (TEBV), however total price payable under the Contract shall be restricted to the Lumpsum Price/ Contract Price only.
6. The Lumpsum Price shall be considered as Total Contract Price which Employer agrees to pay and the Contractor agrees to accept as full compensation for the Contractor's full performance of the Work in accordance with the provisions of the Contract Documents. Contract Price shall not be subjected to any adjustment except in case of Change Order or Statutory Variations (as per Clauses of GCC) in accordance with the provisions of the Contract.
7. The price quoted shall be Lumpsum price on Turnkey basis. Unless the basic parameter changes or additional/ extra requirements are made, total payments to be made to the contractor shall be limited to Lumpsum price indicated, irrespective of the progressive payments made during execution based on the split up of price.
8. Obligation of the Contractor is not limited to the quantities that the Contractor may either indicate in the Schedule of Breakup of Lumpsum Prices along with his bid or in further detailed break of Lumpsum prices furnished along with the bid or after award of work. Contractor shall carry entire scope of work/ supplies as detailed in various sections/ volumes of the Tender Document within the quoted Lumpsum Price (Contract Price).
9. Lumpsum Prices quoted by the Bidder shall include cost of any other supplies/ work(s) not specifically mentioned in the Bidding Document but necessary for the efficient, trouble free commissioning & operation of the Plant and to make this package job complete. Quoted price are FIRM and fixed till complete execution of the entire order. Also variation on account of Foreign Exchange rate is not to be payable extra.
10. Bidder shall furnish following Forms of Schedule of Rates:-
 - a) SOR -1 is the Schedule and Breakup of Lump sum Price (Supply, Service and NPV of O&M) of the Tender.
 - b) Details of Goods & Service Tax (GST) as included in SOR-1

- c) The Total Evaluated Bid Value shall be inclusive of Goods & Service Tax (GST) as quoted by the bidder. However, the award shall be placed excluding of GST as against the taxation bifurcation submitted by the successful bidder in the SOR format.
- d) Bidder to mention the Annual Maintenance Contract price on per year basis in CELL NO E 21 OF SOR-1

11. INR = Indian Rupees

12. Bidder confirms that he has noted the contents of the Preamble to the Schedule of Rates, Schedule of Rate, Bid Document and quoted his Prices accordingly without any deviation.

13. O & M Charges on YoY basis must be equal or in ascending order only.

SCHEDULE OF RATES (SOR)/ PRICE SCHEDULE (PS)/ FORMAT FOR PRICE BID							
SOR 1							
Tender for Design, Engineering, Manufacture, Supply, Installation, Erection, Testing & Commissioning of 5000 nos. (3 * 3W) LED based Solar Home Lighting System including 02 Years AMC under Domestic Competitive Bidding							
Sl. No.	Description of Item	Quantity (In Nos.)	PRICES (IN 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	Manufacture, Supply of all Equipments and Materials including Mandatory Spares and any other Supplies specified in the Contract Documents	5000			INR 0.00		INR 0.00
	Sub Total - A		0		INR 0.00	INR 0.00	INR 0.00
B - SERVICES							
2	Freight & Insurance including Loading, Unloading, Storage, Handling at Site	5000			INR 0.00		INR 0.00
3	Design, Engineering, Civil Works, Installation, Erection, Testing and Commissioning including Performance Testing in respect of all the Equipments Supplied and any other Services Specified in the Contract Documents	5000			INR 0.00		INR 0.00
	Sub Total - B		0		INR 0.00	INR 0.00	INR 0.00
C - ANNUAL MAINTENANCE CONTRACT (AMC)							
4	Annual Maintenance Contract price on per year basis (Quantity mentioned is 02 in Years). <u>Bidders to mention the Annual Maintenance Contract price on per year basis in CELL NO E 21 OF SOR-1.</u>	2			INR 0.00		INR 0.00
	Sub Total - C		0		INR 0.00	INR 0.00	INR 0.00
	TOTAL EVALUATED BID VALUE (A+B+C)[Cell NO I 23]		0		INR 0.00	INR 0.00	INR 0.00
TOTAL EVALUATED BID VALUE (A+B+C)[Cell NO I 23]		(In Words)					

Tender for Design, Engineering, Manufacture, Supply, Installation, Erection, Testing & Commissioning of 5000 nos. (3 * 3W) LED based Solar Home Lighting System including 02 Years AMC under Domestic Competitive Bidding							
Sl. No.	Description of Item	Quantity (In Nos.)	PRICES (IN 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
	PRICE OF EACH (3 * 3W) LED BASED SOLAR HOME LIGHTING SYSTEM INCLUDING 02 YEARS AMC <u>(If the Price of each (3*3W) LED based Solar Home Lighting System including 02 years AMC as per CELL No I 27 of SOR 1 is more than the ceiling price of Rs 8700, then the bid shall be rejected out rightly.)</u>						INR 0.000

NOTES

1	The ceiling price of each (3 * 3W) LED based Solar Home Lighting System including 02 Years AMC is kept at Rs. 8700 (Eighty Seven Hundred only) per Unit, which is inclusive of applicable Goods & Service Tax (GST). Bidders are required to quote the prices in Price bid within the ceiling Price only. If the Price of each (3*3W) LED based Solar Home Lighting System including 02 years AMC as per CELL No I 27 of SOR 1 above is more than the ceiling price of Rs 8700, then the bid shall be rejected out rightly.
2	Certified that rates quoted above are as per the requirement, specification terms & condition mentioned in the Tender Document.
3	The rates quoted are inclusive of GST, storage, transportation up to site, insurance, installation, testing, commissioning, handling charges etc and Annual Maintenance Charges for 02 (Two) Years and any other job required to properly execute the work.