



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

**D - 3, 1st Floor, Wing - A, Prius Platinum, 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



V.O. Chidambaranar Port Trust (VOCPT)

For

**Tender for Design, Engineering, Supply, Construction, Erection,
Testing & Commissioning of 5 MW (AC) Solar PV Power Plant
including 10 Years Plant O&M**

At

V.O. Chidambaranar Port Trust, Thoothukudi (Tuticorin), Tamilnadu

SECI/C&P/NIT/2018/VOCPT5

Dated: 27/04/2018

**5 MW (AC) Solar PV
Power Plant Project**

**Tender No
SECI/C&P/NIT/2018/VOCPT5**

**COVER PAGE
Page 1 of 3**

Signature of Bidder

TABLE OF CONTENTS

DESCRIPTION	PAGE NO.
SECTION - I : Invitation for Bids (IFB)	1 - 9
SECTION - II : Instructions to Bidders (ITB)	1 - 46
SECTION - III : Bid Data Sheets (BDS)	1 - 3
Annexure to Bid Data Sheet (BDS) : Qualifying Requirements (QR)	1 - 6
SECTION - IV : General Conditions of Contract (GCC)	1 - 78
SECTION - V : Special Conditions of Contract (SCC)	1 - 11
SECTION - VI : Sample Forms & Formats	1 - 39
SECTION - VII : Scope of Work & Technical Specifications	1 - 118
SECTION - VIII : Schedule of Rates (SOR)/ Price Schedule (PS)/ Format for Price Bid	1 - 3

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: 27/04/2018



ANNEXURE TO BID DATA SHEET (BDS) QUALIFYING REQUIREMENTS

QUALIFYING REQUIREMENTS (QR)

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

1.1 GENERAL ELIGIBILITY CONDITIONS

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

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

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

1.2 TECHNICAL ELIGIBILITY CONDITIONS

The bidder should have experience in development of Ground mounted Solar Projects on Turnkey basis including Supply, Installation and Commissioning of Solar PV Power Plant and Solar Systems of cumulative Capacity not less than **2.5 (Two and half) MW** in last Seven Financial years as on last date of bid opening. However, such Solar PV Power Plant and Solar

5 MW (AC) Solar PV Power Plant Project	Tender No <u>SECI/C&P/NIT/2018/VOCPT5</u>	ANNEXURE TO <u>BDS</u> Page 2 of 6	Signature of Bidder
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Systems capacity must have been in satisfactory operation for at least six (06) months from the date of commissioning.

AND

The bidder should have experience in development of Ground mounted Solar Projects on Turnkey basis including design, supply, installation & commissioning of at least 02 (Two) Grid connected Solar PV Power Plant Project having an individual capacity of **01 (One) MW or above** in last Seven Financial years and till last date of bid opening. However, such Solar PV Power Plant and Solar Systems capacity must have been in satisfactory operation for at least six (06) months from the date of commissioning.

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

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

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

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

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

1.3 FINANCIAL ELIGIBILITY CONDITIONS

The Minimum Average Annual Turnover (MAAT) of the bidder in the last three financial years (i.e. FY 2014-2015, 2015-2016 and 2016-17) should be **INR 11,20,00,000/- (Indian Rupees Eleven Crores and Twenty Lacs only)**. **MAAT shall mean Revenue from Operations as incorporated in the profit & loss account excluding other income, e.g. sale of fixed assets.** This must be the individual Company's turnover and not that of any group of Companies. A summarized sheet of average turn over certified by a practicing CA/Statutory Auditor should be compulsorily enclosed along with corresponding annual accounts.

AND

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

AND

5 MW (AC) Solar PV Power Plant Project	<u>Tender No</u> SECI/C&P/NIT/2018/VOCPT5	<u>ANNEXURE TO</u> <u>BDS</u> <u>Page 3 of 6</u>	<u>Signature of Bidder</u>
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The bidder should have a minimum Working Capital of **INR 5, 60, 00,000/- (Indian Rupees Five Crores and Sixty 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 500 Crores, confirming the availability of the line of credit for equal to or more than **INR 5,60, 00,000/- (Indian Rupees Five Crores and Sixty Lacs only)** to meet the working Capital requirement of this particular Project.

1.3.1 **Void**

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

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

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

1.3.6 **Void**

1.3.7 **Void**

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

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

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

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

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

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

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

immediately prior to relevant financial year. Wherever, the bid due date is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediate preceding three financial years.

1.4 JOINT VENTURE CONDITIONS

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

- 1.4.1 The Lead partner of the JV shall meet individually not less than 50% of minimum Financial Eligibility Conditions given at para 1.3 above. However, all the JV partners must meet collectively 100% Financial Eligibility Conditions given at para 1.3 above.
- 1.4.2 All the partners of the JV must meet collectively 100% of Technical Eligibility Conditions given at para 1.2 above.
- 1.4.3 The Joint Venture must satisfy collectively the Criterion of clauses 1.2 & 1.3 above for which purpose the relevant figure of average annual turnover and liquid assets/ credit facilities for each of the partners of the JV shall be added together to arrive at Joint Venture total capacity. **The net worth of each Partner of JV should be positive.**
- 1.4.4 A Joint Venture (JV), may or may not be incorporated as a Registered Company.
- 1.4.5 A Joint Venture (JV), if incorporated as a Registered Company, is required to submit EMD and Performance Security in the name of Joint Venture only. In case of Consortium or a JV has not formed a Registered Company, the EMD and Performance Security shall be submitted in the name of Lead Partner only.
- 1.4.6 JV is required to submit Form of Undertaking by the JV Partners (F - 17) and Form of Power of Attorney (F - 17A) as per prescribed formats enclosed in Section - VI (Sample Forms and Formats). Consortium is required to submit Form of Undertaking by the Consortium Partners (F - 18) and Form of Power of Attorney (F - 18A) as per prescribed formats enclosed in Section - VI (Sample Forms and Formats).
- 1.4.7 JV/ Consortium is also required to declare detailed scope of work to be executed by each partner of JV.

The Employer may assess the capacity and capability of the bidder, to ascertain that the bidder can successfully execute the scope of work covered under the package within stipulated completion period. This assessment shall inter-alia include (i) document verification, (ii) bidder's work/manufacturing facilities visit, (iii) manufacturing capacity, details of works executed, works in hand, anticipated in future & the balance capacity available for the present scope of work, (iv)

details of plant and machinery, manufacturing and testing facilities, manpower and financial resources, (v) details of quality systems in place, (vi) past experience and performance, (vii) customer feedback, (viii) banker's feedback etc.

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

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



SECTION - I

INVITATION FOR BIDS (IFB)

INVITATION FOR BIDS (IFB)

FOR

TENDER FOR DESIGN, ENGINEERING, SUPPLY, CONSTRUCTION, ERECTION, TESTING & COMMISSIONING OF 5 MW (AC) SOLAR PV POWER PLANT INCLUDING 10 YEARS PLANT O&M AT V.O. CHIDAMBARANAR PORT TRUST, THOOTHUKUDI (TUTICORIN), TAMIL NADU

(SINGLE STAGE TWO ENVELOPE BIDDING)

Under e-Tendering

- 1.0 V.O. Chidambaranar Port Trust (VOCPT), a Government of India Enterprise under the Ministry of shipping. **V.O.Chidambaranar Port**, formerly **Tuticorin Port**, is one of the 12 major ports in India. It was declared to be a major port on 11 July 1974. It is second-largest port in Tamil Nadu and fourth-largest container terminal in India. After Sethusamudram Shipping Canal Project V.O.C Port will be India's premier port and one of the major ports of Asia equal to Port of Singapore. V.O.Chidambaram Port is an artificial port. This is the third international port in Tamil Nadu and its second all-weather port. All V.O. Chidambaram Port's traffic handling has crossed 10 million tons from 1 April to 13 September 2008, registering a growth rate of 12.08 per cent, surpassing the corresponding previous year handling of 8.96 million tons. It has services to USA, China, Europe, Sri Lanka and Mediterranean countries. The Coast Guard Station Tuticorin Port was commissioned on 25 Apr 1991.
- 2.0 V.O Chidambaranar Port Trust (VOCPT), envisages the execution of Green Energy by way of implementing Solar PV Power Plant at V.O. Chidambaranar port Trust, Thoothukudi (Tuticorin), in the State of Tamil Nadu. This would not only be a leap towards the use of Green Energy for VOCPT but also be means of self-reliant and Economical Energy which would capitalize the abundance of Solar Energy.
- 3.0 The EPC/ Tender activities in respect of the aforesaid Project has been entrusted to Solar Energy Corporation of India Limited (A Government of India Enterprise) incorporated under the Companies Act, 2013, having its Registered Office at D - 3, 1st Floor, Wing - A, Prius Platinum Building, District Centre, Saket, New Delhi - 110 017 (hereinafter referred to as 'SECI'/ EMPLOYER). For the purpose of all procurement activities related to the said works, SECI shall be referred to as 'Employer'.
- 4.0 Employer (SECI), therefore on behalf of the "Owner" V.O. Chidambaranar port Trust, (VOCPT), invites bids from eligible bidders to participate in the Tender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of 5 MW (AC) Solar PV Power Plant including 10 Years Plant O&M at V.O. Chidambaranar Port Trust, Thoothukudi (Tuticorin), TN under Domestic Competitive bidding.
- 5.0 **VOID**
- 6.0 The complete Bidding Documents are available at TCIL portal <https://www.tcil-india->

<http://www.seci.co.in> 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.

7.0 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.

8.0 While submitting/ uploading the bids, the system through portal asks to key in the pass-phrase for encryption of the documents. The pass-phrase is required by 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.

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

10.0 Bidders should submit their bid proposal online complete in all aspect on or before last date and time of Bid Submission as mentioned on ETS Portal of TCIL (<https://www.tcil-india-electronictender.com>)

5 MW (AC) Solar PV Power Plant Project	Tender No SECI/C&P/NIT/2018/VOCPT5	IFB Page 3 of 9	Signature of Bidder
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[electronictender.com](http://www.seci.co.in)), SECI website <http://www.seci.co.in> and as indicated in the Bid Information Sheet.

- 11.0 Bidder shall submit bid proposal along with non-refundable Tender Processing Fees, Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Techno-Commercial bids will be opened as per the Bid Information Sheet in offline/ online presence of authorised representatives of bidders who wish to be present offline/ online. Bid proposals received without the prescribed Tender Processing Fees and Earnest Money Deposit (EMD) will be rejected. **In the event of any date indicated is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.**
- 12.0 Tender documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from ETS Portal 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.**
- 13.0 The detailed scope of work includes :
- 13.1 Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of 5 MW (AC) Solar PV Power Plant at V.O. Chidambaram port Trust, Thoothukudi (Tuticorin), Tamil Nadu.
- 13.2 Comprehensive operation & maintenance of the Solar PV Power Plant for 10 (Ten) years as mentioned in detailed scope of work after successful commissioning and performance demonstration, as detailed in technical specification including supply and storage of all mandatory spare parts, consumables, repairs/ replacement of any defective equipment etc
- The above scope of work is indicative and the detailed scope of work is given in the Scope of Work and Technical Specification (Section - VII) of the Tender Documents.
- 14.0 In case a Tender provides provision for multiple bids by a common bidder, then separate EMD(s) and Tender Processing Fees shall be furnished for all the bids as listed out in the Tender along with the response to Tender. Kindly refer the Clause of Bid Information Sheet for details. EMD shall be enclosed in a sealed envelope and shall be submitted in the office of Employer (offline) whose mailing address is mentioned in the Bid Information Sheet.
- 15.0 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.
- 16.0 The detailed Qualifying Requirements (QR) are given in the Annexure to BDS.

5 MW (AC) Solar PV Power Plant Project	Tender No SECI/C&P/NIT/2018/VOCPT5	IFB Page 4 of 9	Signature of Bidder
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- 17.0 The Employer shall conduct e-Reverse Auction (e-RA), if required or as per provisions of **Special Conditions of Contract (SCC) /Instructions to Bidders (ITB)** of Tender documents.
- 18.0 ***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.

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

BID INFORMATION SHEET

The brief details of the tender are as under:

(A)	NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB	<p>Design & engineering, procurement & supply of equipment and materials, testing at manufacturers works, multi – level inspections, packing and forwarding, supply, receipt, unloading and storage at site, associated civil works, services, permits, licences, installation and incidentals, insurance at all stages, erection, testing and commissioning of 5 MW (AC) Grid Interactive Solar PV Power Plant and performance demonstration with associated equipment and materials on turnkey basis at V.O. Chidambaranar Port Trust, Thoothukudi (Tuticorin), Tamil Nadu along with 10 (Ten) years comprehensive operation and maintenance from the date of commissioning or Operational Acceptance, whichever is later.</p> <p>1. Design, Procurement & Supply and erection of the following, in all respect:</p> <p>1.1 Solar panels including module mounting structures and fasteners</p>
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		<p>1.2 All power conditioning systems including junction boxes, Inverters/ PCU, DC and AC circuit breaker(s).</p> <p>1.3 All associated electrical works and equipment required for interfacing line/ cable (i.e. transformer(s) – power and auxiliary, breakers, isolators, lightning arrestor(s), LT/other panels, protection system, cables, metering etc., but not limited to) as per technical specifications.</p> <p>1.4 Design, supply, erection, testing & commissioning Cabling/ TL at voltage level defined in scope of work/ TS as per project requirement and associated switchgear equipment and metering equipment as per technical specification and state regulations.</p> <p>1.5 All associated civil works, including design and Engineering, for: Earthwork for Site grading, cutting, filling, levelling & compacting in requisite project land as required for development of this Solar PV Power Plant</p> <p>1.6 Construction of module mounting structure as per ground conditions and other power equipment foundations, cable trenches for cable routing and earthing pits.</p> <p>1.7 Construction of Passage for Cleaning of Solar PV (SPV) Project</p> <p>1.8 Construction of rain water drainage, as required</p> <p>1.9 Setting up of a comprehensive Fire Protection system as per the Hazardous area classification for the site</p> <p>1.10 Supply of mandatory spares</p> <p>1.11 Demonstration of performance of the plant as per the requirement specified in the bidding documents.</p> <p>1.12 Comprehensive operation & maintenance of the SPV plant for 10 (Ten) years as mentioned in detailed scope of work from the date of commissioning or Operational Acceptance, whichever is later, as detailed in technical specification including supply and storage of all spare parts, consumables, repairs/ replacement of any defective equipment etc</p> <p>1.13 Obtaining all associated statutory and regulatory compliances and approvals for successful construction, commissioning and operation of plant</p> <p>1.14 The detailed scope of work is given in Section VII: Scope of Work, specifications and Drawings of this bidding documents.</p>
(B)	TENDER NO. & DATE	SECI/C&P/NIT/2018/VOCPT5 dated 27/04/2018

(C)	MULTIPLE BIDDING SYSTEM	<table border="1"> <tr> <td>ALLOWED</td> <td><input type="text"/></td> </tr> <tr> <td>NOT ALLOWED</td> <td><input type="text" value="Yes"/></td> </tr> </table>	ALLOWED	<input type="text"/>	NOT ALLOWED	<input type="text" value="Yes"/>
ALLOWED	<input type="text"/>					
NOT ALLOWED	<input type="text" value="Yes"/>					
(D)	TYPE OF TENDER	<table border="1"> <tr> <td>E-TENDER</td> <td><input type="text" value="Yes"/></td> </tr> <tr> <td>MANUAL</td> <td><input type="text"/></td> </tr> </table>	E-TENDER	<input type="text" value="Yes"/>	MANUAL	<input type="text"/>
E-TENDER	<input type="text" value="Yes"/>					
MANUAL	<input type="text"/>					
(E)	COMPLETION/ CONTRACT PERIOD	As mentioned in Special Conditions of Contract (SCC).				
(F)	TENDER PROCESSING FEE	<table border="1"> <tr> <td>APPLICABLE</td> <td><input type="text" value="Yes"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input type="text"/></td> </tr> </table> <p>Amount: INR 1,32,160/- (Indian Rupees One Lacs & Thirty Two thousand and One Sixty only) inclusive of GST @ 18%</p>	APPLICABLE	<input type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>
APPLICABLE	<input type="text" value="Yes"/>					
NOT APPLICABLE	<input type="text"/>					
(G)	EARNEST MONEY DEPOSIT (EMD)	<table border="1"> <tr> <td>APPLICABLE</td> <td><input type="text" value="Yes"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input type="text"/></td> </tr> </table> <p>Amount: INR 44, 80,000/- (Indian Rupees Forty Four lacs Eighty Thousand only).</p>	APPLICABLE	<input type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>
APPLICABLE	<input type="text" value="Yes"/>					
NOT APPLICABLE	<input type="text"/>					
(H)	CONTRACT PERFORMANCE SECURITY	<table border="1"> <tr> <td>APPLICABLE</td> <td><input type="text" value="Yes"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input type="text"/></td> </tr> </table>	APPLICABLE	<input type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>
APPLICABLE	<input type="text" value="Yes"/>					
NOT APPLICABLE	<input type="text"/>					
(I)	DATE, TIME & VENUE OF PRE-BID MEETING	<p>1100 HRS (IST) on 16/05/2018 at</p> <p>V.O. Chidambaranar port Trust, Thoothukudi (Tuticorin),</p>				

		<p>Tamil Nadu - 628004,</p> <p>Kind Attn.: Shri R. Bhaskar</p> <p>Telephone Nos.: - 0091-(0) 0461-2352214 Fax No.: - 0091-(0) 0461-2354274 E mail: info@vocport.gov.in, cmevocpt@gmail.com,</p>
(J)	OFFLINE & ONLINE BID-SUBMISSION DEADLINE	11/06/2018 up to 1400 HRS
(K)	OFFLINE & ONLINE BID OPENING	11/06/2018, 1600 HRS onwards
(L)	FINANCIAL BID OPENING	To be intimated subsequent to the shortlisting of Techno Commercial Bids
(M)	TECHNICAL QUERIES CONTACT DETAILS	<p>Dr YBK Reddy Deputy General Manager (Solar) OR Mr. Padam Narayan Deputy Manager (Solar) Solar Energy Corporation of India Limited (A Government of India Enterprise) D - 3, 1st Floor, Wing - A, Prius Platinum Building, District Centre, Saket, New Delhi - 110 017 E mail: padam@seci.co.in Phone: 011-71989200/ 71989223/ 71989230</p>
(N)	CONTACT DETAILS OF TCIL	<p>M/s Telecommunications Consultants India Limited 6th 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</p>

- 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-electronictender.com>) and/ or SECI website (www.seci.co.in) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.
- 4.0 Clarification(s)/ Corrigendum(s) if any shall also be available on above referred websites.
- 5.0 NOA/ LOI/ LOA for LSTK (Lump Sum Turn Key)/ EPC (Engineering, Procurement & Commissioning) job shall be issued to successful bidder(s). The NOA/ LOI/ LOA for LSTK/ EPC job shall be awarded in following respective parts as mentioned briefly below: -
- (i) **First Contract(Supply and Services):** FOR destination basis Supply including Transportation for delivery at site and Insurance of all Equipments and materials including mandatory spares and any other supplies specified in the Contract Documents & providing all services i.e., including Unloading, Storage, Handling at Site, Civil Works, Erection, Installation, Testing and Commissioning including Performance Testing in respect of all the Equipments supplied under the scope of Supply and any other services specified in the Contract Documents..
 - (ii) **Second Contract(O&M):** For providing Comprehensive operation & maintenance of the Solar PV plant for 10 (Ten) years from the date of commissioning or Operational Acceptance, whichever is later, as detailed in technical specification including supply and storage of all spare parts, consumables, repairs/ replacement of any defective equipment etc.
- Both contracts will contain a cross fall breach clause specifying that breach of one will constitute breach of the other
- 6.0 However, the above-mentioned contract award methodology may be modified/ changed based on specific project requirements and upon sole discretion of Employer/ Owner.



SECTION - II

INSTRUCTION TO BIDDERS (ITB)

TABLE OF CONTENTS

[A] GENERAL:

1. SCOPE OF BID
2. ELIGIBLE BIDDERS
3. BIDS FROM CONSORTIUM/ JOINT VENTURE
4. NUMBER OF BIDS PER BIDDER
5. COST OF BIDDING & TENDER PROCESSING FEE
6. SITE-VISIT

[B] BIDDING DOCUMENTS:

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

[C] PREPARATION OF BIDS:

10. LANGUAGE OF BID
11. DOCUMENTS COMPRISING THE BID
12. SCHEDULE OF RATES/ PRICE SCHEDULE/ BID PRICES
13. GOODS & SERVICE TAX
14. BID CURRENCIES
15. BID VALIDITY
16. EARNEST MONEY DEPOSIT
17. PRE-BID MEETING
18. FORMAT AND SIGNING OF BID
19. ZERO DEVIATION & REJECTION CRITERIA
20. E-PAYMENT

[D] SUBMISSION OF BIDS:

21. SUBMISSION, SEALING AND MARKING OF BIDS
22. DEADLINE FOR SUBMISSION OF BIDS
23. LATE BIDS
24. MODIFICATION AND WITHDRAWAL OF BIDS

[E] BID OPENING AND EVALUATION:

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

- BIDS
26. BID OPENING
 27. CONFIDENTIALITY
 28. CONTACTING THE EMPLOYER/ OWNER
 29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
 30. CORRECTION OF ERRORS
 31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS
 32. EVALUATION OF BIDS & e-REVERSE AUCTION
 33. COMPENSATION FOR EXTENDED STAY
 34. PURCHASE PREFERENCE

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

35. AWARD
36. NOTIFICATION OF AWARD/ LETTER OF INTENT/ LETTER OF ALLOCATION
37. SIGNING OF CONTRACT AGREEMENT
38. CONTRACT PERFORMANCE SECURITY
39. PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES
40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISE (MSEs)
41. AHR ITEMS
42. RISK OF REJECTION
43. INCOME TAX & CORPORATE TAX
44. SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER
45. DISPUTE RESOLUTION

[G] ANNEXURES:

1. ANNEXURE-I: PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES
2. ANNEXURE-II: ADDENDUM TO INSTRUCTIONS TO BIDDERS (INSTRUCTION FOR PARTICIPATION IN E-TENDER)

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 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

5 MW (AC) Solar PV Power Plant Project	Tender No <u>SECI/C&P/NIT/2018/VOCPT5</u>	ITB <u>Page 5 of 46</u>	<u>Signature of Bidder</u>
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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' either through NEFT/ RTGS transfer in the account of SECI or Demand Draft/ Banker's Cheque in favour of "Solar Energy Corporation of India Limited, New Delhi" payable at New Delhi. The Tender Processing Fee is to be submitted along with the bid for the amount as mentioned in the Bid Information Sheet attached under Section - I (Invitation for Bids, IFB) . Bids submitted without payment of requisite Tender Processing Fee

will be treated as non-responsive and shall be liable for rejection.

- 5.3 **The Tender Processing Fee is exempted for MSME Vendors registered under NSIC/ Udyog Aadhaar/DIC Category only. In order to avail the exemption in Tender Processing Fee in case of consortium/ JV, all the members should be registered as MSME Vendors under NSIC/ Udyog Aadhaar Category/DIC.**
- 5.4 In case of any discrepancy/ non-submission of either offline or online bid documents by the bidder, the tender processing fee will be deemed as bidder's consent for participation in the bidding process. Henceforth, the tender processing fee shall be retained by 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

5 MW (AC) Solar PV Power Plant Project	Tender No SECI/C&P/NIT/2018/VOCPT5	ITB Page 7 of 46	<u>Signature of Bidder</u>
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- Section-I : Invitation for Bids [IFB]
- Section-II : Instructions to Bidders [ITB]
- Section-III : Bid Data Sheets [BDS]
Annexure to Bid Data Sheets [Qualifying Requirements]
- Section-IV : General Conditions of Contract [GCC]
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Sample Forms and Formats
- Section-VII : Scope of Work & Technical Specifications
- Section-VIII : Schedule of Rates [SOR]/ Price Schedule [PS]/ Format for Price Bid

7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Tender Documents. The entire Tender Documents together with all its amendments, clarifications and attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Tender Documents or submission of a Bid not substantially responsive to the Tender Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid. However, 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) working days after the pre-bid meeting (in cases where pre-bid meeting is scheduled) or 15 (Fifteen) days prior to the bid closing date (in cases where pre-bid meeting is not held). 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 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

[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**

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

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

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

part of First envelope.

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

II. Soft Copy

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

(a) As part of First Envelope

- I. The Electronic Form of the bid for First Envelope (Techno-Commercial), as available on the TCIL portal, shall be duly filled.
- II. Programmed file - Attachments (as detailed against clause no. 11.I) and Bid Form for first envelope.
- III. Certificate of Incorporation
- IV. Copy of MoA And AoA
- V. 'Bidder's General Information', as per 'Form F-1'.
- VI. Shareholding Certificate (as per 'Form F-23')
- VII. 'No Deviation Confirmation', as per 'Form F-6'
- VIII. 'Bidder's Declaration regarding Banning, Liquidation etc.', as per 'Form F-7'
- IX. 'Bidders Experience as per 'Form F-13'
- X. E-Banking Format (as per 'Form F-19')
- XI. Documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification
- XII. Document showing annual turnover for the financial years as required in Qualifying Requirements (QR) such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed Format F-16
- XIII. Tender Document. (Only First and Last Pages of Original Tender Document duly sealed and signed/ digitally signed and all pages of amendments and clarifications to Tender Documents duly sealed and signed/ digitally signed by the Authorized Signatory).
- XIV. Sealed and signed/ digitally signed, Blank copies **(WITHOUT PRICES)** of SOR-1 & SOR-2 mentioning **“ACCEPTED”** for all the items of Respective SORs.

This is a confirmation only that bidders have quoted the prices in the given SOR sheet.

Bidder should explicitly note that no prices are to be mentioned in any of the SOR here & only needs to write "ACCEPTED" in words. Bidders mentioning price here will be out rightly rejected & will not be considered for the further tendering process

(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 & SOR-2 of the Price Schedule (available in Section - VIII, SOR), duly completed, sealed and signed/ digitally signed shall be uploaded. "Termed as **MAIN BID**".

SOR -1 is the Schedule and Breakup of Lump sum Price (Supply, Service and NPV of O&M) of the Tender. SOR -2 comprises of the yearly Breakup of the NPV of O&M price for 10 years period.

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

- 12.1 Unless stated otherwise in the Tender Documents, the Contract shall be for the whole works as described in Tender Documents, based on the rates and prices submitted by the Bidder and accepted by the 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 & SOR-2.
- 12.5 Prices quoted by the Bidder, shall remain FIRM and Fixed and valid until completion of the Contract and will not be subject to variation on any account.
- 12.6 In case of any variation (positive/ negative) in existing rates of taxes/ duties/ levies or a new tax/ duty/ levy is introduced or any existing tax/ duty/ levy is abolished or application of any Tax in the course of the performance of this Contract, which will/ may impact the overall pricing in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to factor any such change by addition to the Contract Price or deduction

therefrom, as the case may be.

All these adjustments would be carried out by considering the base price of taxes equivalent to the amount mentioned under taxes and duties column of the SOR/ PS.

12.7 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.

12.8 **Bidder need to submit the detailed break-up of Goods & Service Tax (GST) (applicable for both Central and State) in the SOR formats viz SOR-1 & SOR-2. This data is required to ascertain the**

- a) Computation of taxes assumed at the time of bidding.
- b) The total impact due to revision in applicable tax rate or introduction of new tax, if any.

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

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

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

Contractor shall be responsible to comply with all the requirements of applicable provisions of GST. Contractor has to mandatorily get registered under GST at Central and relevant State(s). Contractor shall file all the returns on timely basis and upload all the Invoices and acceptance thereof as may be required under the provisions of GST. In case, it is found that 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, 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 CBEC (Central Board of Excise and Custom 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 **Void**

13.6 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 **Void**

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

13.8 **Void**

13.9 Contractor shall ensure timely submission of correct invoice(s) with all required supporting document(s) within a period specified in NOA/ LOI/ LOA/ CA to enable Employer/ Owner to

If CENVAT credit with respect to GST tax is not available to Employer/ Owner for any reason which is not attributable to contractor, 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 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 either through NEFT/ RTGS transfer in the account of SECI or '**Demand Draft**' or '**Banker's Cheque**' [in favour of **Solar Energy Corporation of India limited, New Delhi payable at New Delhi**] or '**Bank Guarantee**' as per the format given in **Form F - 4 of the bidding documents**. Bidders shall ensure that EMD, having a validity of at least 30 (Thirty) Days beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Tender Document. In case of any extension in validity of bid, the EMD shall be extended suitably. The EMD shall be submitted in Indian Rupees only.

16.2 The '**EMD**' is required to protect 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 of Tender documents or a branch of an International Bank situated in India and registered with

'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial bank having net worth in excess of INR 500 Crores (Indian Rupees Five Hundred Crores Only).

- 16.4 Bid not accompanied with required amount of EMD or required validity or not in requisite format shall be liable for rejection.
- 16.5.1 'Earnest Money Deposit' of unsuccessful Bidders disqualified at the stage of Techno-Commercial evaluation will be discharged/ returned as promptly as possible, but not later than '30 [thirty] days' after intimation of their disqualification.
- 16.5.2 'Earnest Money Deposit' of unsuccessful Bidders excluding L-2 bidder will be discharged/ returned as promptly as possible, but not later than '30 [thirty] days' after issuance of NOA/ LOI/ LOA to successful bidder.
- 16.5.3 'Earnest Money Deposit' of L-2 bidder will be discharged against the acceptance and signing of Contract Agreement with successful bidder. This process shall be completed not later than '30 [thirty] days' after issuance of NOA/ LOI/ LOA to successful bidder.
- 16.6 The successful bidder's 'Earnest Money Deposit' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Performance Security' pursuant to clause nos. 37 & 38 of ITB.
- 16.7 Notwithstanding anything contained herein, the 'EMD' may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws or varies his Bid during the 'Period of Bid Validity'
 - (b) If a Bidder has indulged in corrupt/ fraudulent/ collusive/ coercive practice
 - (c) If the Bidder modifies bids during the period of bid validity (after last date of submission).
 - (d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) acknowledge receipt the NOA/ LOI/ LOA within 15 (Fifteen) days from issuance of same.
 - (ii) to furnish "Performance Security in accordance with "ITB : Clause-38"
 - (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.8 In case EMD is in the form of 'Bank Guarantee', the same must indicate the Bid Document No. and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'EMD' should be in the form provided at 'Form F-4'.
- 16.9 **MSMEs (Micro, Small and Medium Enterprises) registered under NSIC/ Udyog Aadhar/DIC Only are exempted from submission of EMD. In order to avail the exemption in EMD in case of Consortium/ JV, all the members of the Consortium/ JV should be registered as MSME Vendors under NSIC/ Udyog Aadhaar Category/DIC.**

Note: In case of extension(s) of last due date of the Tender submission, the latest extension issued shall be considered as the final due date of Tender submission and accordingly the Earnest

Money Deposit validity and Bid validity should be calculated and sufficed. The validity of the submitted EMD and bid validity need to be revised by respective bidders, in case the bids are already submitted prior to the last due date of the initial Tender submission deadline.

17 PRE-BID MEETING

- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in Bid Information Sheet under Section - I, Invitation for Bids, IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on 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) before uploading at TCIL online portal. The name and position held by each person signing, must be typed or printed below the signature.

19 ZERO DEVIATION AND REJECTION CRITERIA

- 19.1 **ZERO DEVIATION :** Deviation to terms and conditions of Tender Documents may lead to rejection of bid. 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 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 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, Supply, Construction, Erection, Testing & Commissioning of 5 MW (AC) Solar PV Power Plant including 10 Years Plant O&M at V.O. Chidambaranar Port Trust, Thoothukudi (Tuticorin), Tamil Nadu”	
Tender Document No.	SECI/C&P/NIT/2018/VOCPT5
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, Prius Platinum 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 outer and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.

24.3 No bid shall be allowed to be withdrawn/ modified/ substitute in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal/ Modification/ Substitution of a bid during this interval shall result in the forfeiture of bidder's EMD pursuant to clause 16 of ITB and rejection of bid.

24.4 The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.

24.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, 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 .

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 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 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

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.

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

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

32.2 Opening of Second Envelope by 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

contract as provided in ITB.

Bids not opened and read out at bid opening shall not be considered for evaluation, irrespective of the circumstances except bids received by 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. EPC/ LSTK Contract Value i.e., Total sum of the price comprising of FOR destination basis Supply including Transportation for delivery at site and Insurance of all Equipments and materials including mandatory spares and any other supplies specified in the Contract Documents, providing all services i.e. unloading, storage, handling at site, Civil works, Erection, Installation, Testing and Commissioning, performance testing in respect of all the equipment's supplied and any other services specified in the Contract Documents including Goods & Service Tax as per the Technical Scope of Work.
- ii. Net Present Value (NPV) of O&M Contract Price including GST for the entire period in years to be calculated at a discounting rate as mentioned in the Section - VIII, Schedule of Rates (SOR) of the Tender documents..

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

SOR -1 is the Schedule and Breakup of Lump sum Price (Supply, Service and NPV of O&M) of the Tender. SOR -2 comprises of the yearly Breakup of the NPV of O&M price for 10 years period.

Bidder to mention the NPV of O&M amount for total 10 years in CELL NO I 21 OF SOR-1 which should match with the NPV of O&M amount for total 10 years in CELL NO J 23 of SOR 2.

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

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

Discounting Rate for NPV calculation considered is 9.08%

32.4 Evaluation of Price Bid

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

- Total Evaluated Bid Values (TEBV) for all the Bidders shall be compared to determine the lowest Total Evaluated Bid Value (TEBV) as given under SOR- 1 Format of Schedule of Rates & the lowest (L1) evaluated Bid as such, will be selected for the Notification of Award (NOA) subject to the successful bidder selected after E-Ra (Clause 32.4.2).
- 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 subject to the successful bidder selected after E-Ra (Clause 32.4.2)
- The Total Evaluated Bid Value shall be inclusive of Goods & Service Tax (GST) as quoted by the bidder. The award shall be placed Inclusive of GST. With taxation bifurcation separately indicates as submitted by the successful bidder in the SOR format.
- SOR -1 is the Schedule and Breakup of Lump sum Price (Supply, Service and NPV of O&M) of the Tender. SOR -2 comprises of the yearly Breakup of the NPV of O&M price for 10 years period.
- Bidder to mention the NPV of O&M amount for total 10 years in CELL NO I 21 of SOR-1 which should match with the NPV of O&M amount for total 10 years in CELL NO J 23 of SOR 2.
- In case of any variation of the total NPV of O&M price, the NPV of O&M amount for total 10 years mentioned at CELL NO J 23 of SOR 2 will be considered for evaluation purpose.

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

1. The e-auctioning shall be conducted on www.tcil-india-electronictender.com. E-Auctioning shall be carried out on the day as intimated by SECI to the eligible bidders.
2. After financial bid evaluation, the bidders shall be shortlisted in the ascending order of price bid quoted. Of this top 50% of the bidders starting from the LI Bid subject to minimum of 3 bids shall only be eligible for e-RA. If the price bid quoted is same for two or more bidders, then all the bidders with same price bid shall be considered of equal rank/ standing in the order. The e-RA shall be conducted as follows:
 - At least one week prior to e-RA, an advance intimation regarding the date and time of the e-RA will be sent to by email to all bidders whose technical bids have been opened and found to be qualified. However from this advance intimation it shall not be construed by the bidders that they have been shortlisted for e-RA. Further at least two hours before the schedule start time of e-Auctioning, a system generated email for invitation for e-Auctioning will be sent to all those bidders only who have been shortlisted based on the criteria mentioned.
 - Shortlisted bidders for e-Auctioning will be able to login into the TCIL website of eauctioning 15 minutes before the start time of e-auctioning.
 - At the start of e-auctioning process, the bid along with the list of short listed bidders shall be displayed with their pseudo names as their first round bid along with the NPV value of O&M quotation per year submitted and calculated as per SoR. The auctioning shall be on the EPC price quoted by the bidder only. The NPV value of O&M price Bid shall remain fixed.
 - The minimum decrement step for e-Auctioning is **Rs. 50,000/- (INR Fifty Thousand only)** in EPC Price bid (Firm value of the financial proposal as the sum of individual bid value of supply, erection and civil works including GST), i.e. each decrement shall be in multiples of Rs. Rs. 50,000/- (INR Fifty Thousand only). The multiples of bid decrement are 1, 2, 3...10, 15, 20, 25...50,100 (as per TCIL ETS). Further to the above, the prospective bidders may also note that whatever the discount offered by the bidder during the e – RA process on the price quoted by them during financial bid, the same shall be applied proportionately to the prices of items quoted by them initially in the financial bid, for making payments if such bidder is concluded as the successful bidder for the Notification of Award (NOA).
 - L2, L3, L4.... LN Bidders have to mandatorily apply their decrements suitably so as to beat the L1 price in the first go itself, else system will not accept their respective Bids. However, at no stage, increase in EPC price will be permissible.
 - During E- Auctioning, no revision in total price for which a bidder is considered qualified after evaluation of Technical Bid is allowed.
 - The initial auctioning period will be of one (01) hour with a provision of auto extension by eight minutes from the scheduled/ extended closing time if any fresh bid is received in last eight minutes of auctioning period or extended auctioning period. If no valid bid is received during

last eight minutes of auctioning period or extended auctioning period, then the e-auctioning process will get closed.

3. Following information will be displayed in the bidder's bidding window:

- First round EPC and O&M price as their start price initially and thereafter last quoted EPC Price
- The O&M price (mentioned with NPV) shall remain fixed throughout the process.
- The list of last quoted EPC price (i.e. last Bid Value) along with NPV of O&M price (fixed) of all bidders with their Pseudo Identities and their time of quote.

4. Selection of Successful Bidders

The bidders shall be selected in the ascending order with lowest quoted Total Price (EPC + NPV of O&M price) (being L1).

a. The final price arrived by adding the EPC price (as a result of e-auctioning process) and the NPV of O&M price (fixed during e-auctioning).

b. The bidder with lowest sum quoted at the end of E-Auctioning will be considered L1.

c. In case of tie in Total Price (i.e. the sum of their last quoted discounted EPC price and the NPV of O&M price), among two or more bidders being the same at the end of e-Reverse Auction, they will be considered in the chronological order of their last bid with preference to the bidder who has quoted his last bid earlier than others.

d. In the above case, if the time of quote also become exactly same among the bidders at a tie, then the ranking among these bidders shall be done as follow:

- The bidder who has quoted lowest Total Price in their Price BID before commencement of E-Auction shall be considered as L-1.
- If there is also a tie among any of these bidders, then L-1 will be the bidder who has the highest average annual turnover as per the documents submitted as a part of their bid.

5. At the end of selection process, a Notification of Award (NOA) will be issued to the successful bidder (L1).

6. In all cases, SECI's decision regarding selection of bidder through E-Auctioning or other-wise based on First Round quotation or annulment of tender process shall be final and binding on all participating bidders.

32.4.3 Other Instructions

- For further instructions, the vendor should visit the home-page of the portal www.tcil-india-electronictender.com and go to the User-Guidance Centre.

5 MW (AC) Solar PV Power Plant Project	Tender No SECI/C&P/NIT/2018/VOCPT5	ITB Page 26 of 46	Signature of Bidder
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- The help information provided through 'ETS User-Guidance Centre' is available in three categories –
Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.
- Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

33 COMPENSATION FOR EXTENDED STAY

NOT APPLICABLE

34 PURCHASE PREFERENCE

NOT APPLICABLE

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

35 AWARD

Subject to "ITB: Clause-29", 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', Owner will notify the successful bidder in writing, in the form of "Notification of Award (NOA)"/ "Letter of Intent (LOI)"/ "Letter of Allocation (LOA)" through e-mail/ courier/ registered post, that his Bid has been accepted. The notification of award will constitute the formation of the Contract.
- 36.2 Contract Period shall commence from the date of "Notification of Award"/ "Letter of Intent"/ "Letter of Allocation" or as mentioned in the Notification of Award/ Letter of Intent/ Letter of Allocation. The "Notification of Award"/ "Letter of Intent"/ "Letter of Allocation" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-37".
- 36.3 The of "Notification of Award (NOA)"/ "Letter of Intent (LOI)"/ "Letter of Allocation (LOA)" shall be issued to successful bidder in duplicate. The successful bidder is required to return its duplicate copy duly signed and stamped on each page including all the Appendix, Annexures as a token of acknowledgement within 15 (Fifteen) days from the date of its issuance.
- 36.4 Incase the successful bidder fails to acknowledge the acceptance of "Notification of Award (NOA)"/ "Letter of Intent (LOI)"/ "Letter of Allocation (LOA)" as mentioned above vide clause no. 36.3, same will be treated as a case of non-responsiveness & default and 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.

37 SIGNING OF CONTRACT AGREEMENT

- 37.1 The successful Bidder/ Contractor shall be required to execute the 'Contract Agreement' with Owner (VOCPT) 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 Incase 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.

CONTRACT PERFORMANCE SECURITY

- 38.1 Against EPC/ LSTK Contract & Comprehensive Annual maintenance contract (CAMC) of the project, within 15 (fifteen) 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 owner may relax the time limit of 15 days and extend it by further period of 10 days in extraordinary circumstances for the reasons recorded by the owner. 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 **"V.O. Chidambaranar port Trust, Thoothukudi (Tuticorin), Tamil Nadu"**. The Contract Performance Security shall be for an amount equal to specified in Special Conditions of Contract (SCC) towards faithful performance of the contractual obligations, performance of equipment and shall cover entire Contract. The validity of Contract Performance Security shall be in conjunction with the provisions mentioned under Section - V, Special Conditions of Contract (SCC).
- 38.2 Bank Guarantee towards Contract Performance Security shall be from any scheduled bank as specified in the List of Banks enclosed at Form F-22, Section - VI, Sample Forms and Formats of Tender documents or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder. However, in case of Bank Guarantees from Banks other than the Nationalized Indian banks, the Bank must be a commercial Bank having net worth in excess of INR 500 Crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This Bank Guarantee shall be valid for a period in conjunction with the provisions mentioned under Section - V, Special Conditions of Contract (SCC).
- The Contract Performance Security may also be submitted in the form of 'crossed payee accounts only' Demand Draft/ Banker's Cheque in favour of **"V.O. Chidambaranar port Trust, Thoothukudi (Tuticorin), Tamil Nadu"**

- 38.3 In case of default or failure of the successful bidder to comply with the requirements of this

article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

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

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

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

38.7 If the Contractor/ Sub-Contractor or their employees or the Contractor's agents and representatives shall damage, break, deface or destroy any property belonging to the 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/

5 MW (AC) Solar PV Power Plant Project	Tender No SECI/C&P/NIT/2018/VOCPT5	ITB Page 29 of 46	Signature of Bidder
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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/ Bidder/ Consultant and the 'Arbitration clause' in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue/ dispute arising in the matter.

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

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

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

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

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

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

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

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

41 AHR ITEMS

NOT APPLICABLE

42 RISK OF REJECTION

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

43 INCOME TAX & CORPORATE TAX

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

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

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

43.4 MENTIONING OF PAN NO. IN INVOICE/ BILL

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

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

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

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

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

45 DISPUTE RESOLUTION (PROVISION REGARDING APPLICABLE LAWS AND

SETTLEMENT OF DISPUTES)

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

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5 MW (AC) Solar PV Power Plant Project	Tender No <u>SECI/C&P/NIT/2018/VOCPT5</u>	ITB <u>Page 32 of 46</u>	<u>Signature of Bidder</u>
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Annexure-I

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

A Definitions:

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

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

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

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

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/ PublicSector.

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/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting

5 MW (AC) Solar PV Power Plant Project	Tender No SECI/C&P/NIT/2018/VOCPT5	ITB Page 38 of 46	Signature of Bidder
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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 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

- (a) Original Non-Refundable Tender Processing Fee as per clause no. 05 of ITB
- (b) Original Non-Refundable Cost of Tender Document, if applicable
- (c) 'Covering Letter' on Bidder's 'Letterhead' (in Original) clearly specifying the enclosed contents, as per 'Form F-0'
- (d) EMD in original as per Clause 16 of ITB as per 'Form F-4' or as prescribed.
- (e) In case of Bid from Joint Venture, the Joint Venture Agreement (as per 'Form F-17') and Power of Attorney for Joint Venture Agreement (as per 'Form F-17A') (both in Original)
- (f) In case of Bid from Consortium, the Consortium Agreement (as per 'Form F-17') and Power of Attorney for Consortium Agreement (as per 'Form F-17A') (both in Original)
- (g) Power of Attorney for authorized signatory in non-judicial stamp paper (as per 'Form

F-24'

- (h) Copy of Board Resolution
- (i) The Pass-Phrase to decrypt the relevant Bid-Parts (for both Techno-Commercial and Financial) in separate sealed envelopes before the start date and time of the Tender Opening Event (TOE)

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

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

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

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

- XIII. Sealed and signed/ digitally signed, Blank copies **(WITHOUT PRICES)** of SOR-1 & SOR-2 mentioning **“ACCEPTED”** for all the items of Respective SORs. This is a confirmation only that bidders have quoted the prices in the given SOR sheet.

Bidder should explicitly note that no prices are to be mentioned in any of the SOR here & only needs to write “ACCEPTED” in words. Bidders mentioning price here will be out rightly rejected & will not be considered for the further tendering process

(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 of financial bid comprising of SOR-1 and SOR-2 of the Price Schedule (available in Section - VIII, SOR), duly Completed, sealed and signed/ digitally signed shall be uploaded. “Termed as **MAIN BID**”

5.3 Special Note on Security and Transparency of Bids

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

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

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

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

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

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

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

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

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 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 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:

- i) Bidder may save/ store the bid documents in the PC/ Laptop before submitting the bid into in e-tender portal.
- ii) 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



Tender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of
5 MW (AC) Grid connected Solar PV Power Plant including 10 Years Plant O&M at V.O.
Chidambaranar Port Trust, Thoothukudi (Tuticorin), Tamil Nadu
and internet connectivity without Proxy settings is another option.





SECTION - III

BID DATA SHEETS (BDS)

5 MW (AC) Solar PV
Power Plant Project

Tender No
SECI/C&P/NIT/2018/VOCPT5

BDS
Page 1 of 3

Signature of
Bidder

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, India</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>V.O. Chidambaranar port Trust, Thoothukudi (Tuticorin), Tamil Nadu – 628004</p> <p>Kind Attn.: Shri R. Bhaskar</p> <p>Telephone Nos.: - 0091-(0) 0461-22352214 Fax No.: - 0091-(0) 0461-2354274 E mail: info@vocport.gov.in, cmevocpt@gmail.com</p>
2.	ITB 1.2	<p>The brief Scope of the Tender/ Work is:</p> <p>Tender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of 5 MW (AC) Solar PV Power Plant including 10 Years Plant O&M at V.O. Chidambaranar Port Trust, Thoothukudi (Tuticorin), Tamil Nadu</p>
3.	ITB 3.0	<p>Bids from Consortium/ Joint Venture:</p> <p>Allowed</p>
4.	ITB 4.0	<p>Number of Bids per Bidder:</p> <p>Only 01 (One) Bid per bidder are allowed in the Tender Document.</p>
5.	ITB 15.0	<p>Bid Validity:</p> <p>The bid validity period shall be 180 (One Hundred and Eighty Days) from the date of opening of Techno-Commercial Bid (Envelope-I).</p>
6.	ITB 22.2	<p>For hard copies of bid submission purpose, the address of the Employer is:</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<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>
7.	ITB 26.1	<p>The bid opening shall take place at:</p> <p>Solar Energy Corporation of India Limited, D - 3, 1st Floor, Wing - A, Religare Building, District Centre Saket, New Delhi - 110 017</p>
8.	ITB 35	<p>Award of Contract:</p> <p>Subject to "ITB: Clause-29", the Owner, V.O. Chidambaranar port Trust, Nadu 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.</p>
9.	ITB 36.1	<p>Prior to the expiry of 'Period of Bid Validity', Owner, VOCPT will notify the successful bidder in writing, in the form of "Notification of Award (NOA)"/ "Letter of Intent (LOI)"/ "Letter of Allocation (LOA)" through e-mail/ courier/ registered post, that his Bid has been accepted. The notification of award will constitute the formation of the Contract</p>
10.	ITB 37.1	<p>State of which stamp paper is required for Contract Agreement:</p> <p>Tamil Nadu</p>



SECTION - IV

GENERAL CONDITIONS OF CONTRACT (GCC)

TABLE OF CONTENTS

[A] DEFINITIONS:

1. DEFINITION OF TERMS

[B] GENERAL INFORMATION:

2. GENERAL INFORMATION
 - 2.1.a LOCATION OF SITE
 - 2.1.b ACCESS BY ROAD
- 2.2 SCOPE OF WORK
- 2.3 CONSTRUCTION WATER SUPPLY
- 2.4 CONSTRUCTION POWER SUPPLY
- 2.5 LAND FOR CONTRACTOR'S FIELD OFFICE, GODOWN & WORKSHOP
- 2.6 LAND FOR RESIDENTIAL ACCOMODATION

[C] ADDITIONAL GENERAL INSTRUCTION TO BIDDERS:

3. DOCUMENTS
 - 3.1 CORRECTIONS & ERASURES
 - 3.2 WITNESS
 - 3.3 DETAILS OF EXPERIENCE
 - 3.4 LIABILITY OF GOVERNMENT OF INDIA
4. TRANSFER OF TENDER DOCUMENTS
5. RIGHT OF EMPLOYER/OWNER TO ACCEPT OR REJECT TENDER
6. TIME SCHEDULE & PROGRESS REPORTING
7. CONFLICTS OF INTEREST AND BIDDER'S RESPONSIBILITY
8. RETIRED GOVERNMENT OR COMPANY OFFICERS
9. REPRESENTATIVES AND FIELD MANAGEMENT & CONTROLLING/
CO-ORDINATING AUTHORITY
10. NOTE TO SCHEDULE OF RATES
 - 11.1 POLICY FOR TENDERS UNDER CONSIDERATION
 - 11.2 ZERO DEVIATION
12. CLARIFICATION OF TENDER DOCUMENT
13. LOCAL CONDITIONS
14. EXTENSION OF TIME FOR COMPLETION

[D] GENERAL OBLIGATIONS:

- 15.1 PRIORITY OF CONTRACT DOCUMENTS
- 15.2 HEADING & MARGINAL NOTES
- 15.3 SINGULAR AND PLURAL
- 15.4 INTERPRETATION
16. SPECIAL CONDITIONS OF CONTRACT
17. CONTRACTOR TO OBTAIN HIS OWN INFORMATION
18. TIME OF PERFORMANCE
 - 18.1 TIME FOR MOBILIZATION
 - 18.2 TIME SCHEDULE OF CONSTRUCTION
19. FORCE MAJEURE
 - 19.1 CONDITIONS FOR FORCE MAJEURE
 - 19.2 OUTBREAK OF WAR
20. LIQUIDATED DAMAGES (LD)

21. RIGHTS OF EMPLOYER/OWNER TO FORFEIT CONTRACT PERFORMANCE SECURITY
22. FAILURE BY THE CONTRACTOR TO COMPLY WITH THE PROVISIONS OF THE CONTRACT
23. CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 29
24. CHANGE IN CONSTITUTION
- 25.1 TERMINATION OF CONTRACT FOR LIQUIDATION, BANKRUPTCY ETC.
- 25.2 TERMINATION OF CONTRACT FOR NON-PERFORMANCE AND SUBSEQUENTLY PUTTING THE CONTRACTOR ON HOLIDAY
26. MEMBERS OF THE EMPLOYER/ OWNER NOT INDIVIDUALLY LIABLE
27. EMPLOYER/OWNER NOT BOUND BY PERSONAL REPRESENTATIONS
28. CONTRACTOR'S OFFICE AT SITE
29. CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT
30. SUBLETTING OF WORKS
- 30.1 SUB CONTRACTS FOR TEMPORARY WORKS ETC.
- 30.2 LIST OF SUB-CONTRACTORS TO BE SUPPLIED
- 30.3 CONTRACTOR'S LIABILITY NOT LIMITED BY SUB-CONTRACTORS
- 30.4 EMPLOYER/OWNER MAY TERMINATE SUB CONTRACTS
- 30.5 NO REMEDY FOR ACTION TAKEN UNDER THIS CLAUSE
31. POWER OF ENTRY
32. CONTRACTOR'S RESPONSIBILITY WITH OTHER CONTRACTORS & AGENCIES
33. OTHER AGENCIES AT SITE
34. NOTICES
- 34.1 TO THE CONTRACTOR
- 34.2 TO THE EMPLOYER/ OWNER
35. RIGHTS OF VARIOUS INTERESTS
36. PATENTS AND ROYALTIES
37. LIENS
38. DELAYS BY EMPLOYER/OWNER OR HIS AUTHORIZED REPRESENTATIVES
39. PAYMENTS IF CONTRACT IS TERMINATED
40. NO WAIVER OF RIGHTS
41. CERTIFICATE NOT TO AFFECT RIGHT OF EMPLOYER/OWNER AND LIABILITY OF CONTRACTOR
42. LANGUAGES & MEASURES
43. GUARANTEE TEST AND OPERATIONAL ACCEPTANCE AND TRANSFER OF TITLE
44. RELEASE OF INFORMATION
45. OPERATION AND MAINTENANCE
46. COMPLETION OF CONTRACT
47. COMMISSIONING & SPARES

[E] PERFORMANCE OF WORK:

48. EXECUTION OF WORK
49. UNFORESEEN/ DIFFERING SITE CONDITIONS
50. WORK IN MOSOON & DEWATERING
51. CHANGE IN LAWS AND REGULATIONS
52. GENERAL CONDITIONS FOR CONSTRUCTION & ERECTION WORK
53. DESIGN & ENGINEERING
54. DRAWINGS TO BE SUPPLIED BY THE EMPLOYER/OWNER
55. DRAWINGS TO BE SUPPLIED BY THE CONTRACTOR
56. SETTING OUT WORKS
57. GEOLOGICAL DISCOVERIES
58. MATERIALS TO BE SUPPLIED BY CONTRACTOR
59. STORES SUPPLIED BY EMPLOYER/ OWNER

60. CONDITIONS FOR ISSUE OF MATERIAL
61. MATERIALS PROCURED WITH ASSISTANCE OF EMPLOYER/OWNER/
RETURN OF SURPLUS
62. MATERIALS OBTAINED FROM DISMANTLING
63. ARTICLES OF VALUE FOUND
64. DISCREPANCIES BETWEEN INSTRUCTIONS
65. ACTION WHERE NO SPECIFICATION IS ISSUED
66. INSPECTION OF WORKS
67. TESTS FOR QUALITY OF WORKS
68. SAMPLES FOR APPROVAL
69. ACTION & COMPENSATION IN CASE OF BAD WORK
70. SUSPENSION OF WORK
71. EMPLOYER/ OWNER MAY DO PART OF WORK
72. POSSESSION PRIOR TO COMPLETION
73. DEFECTS LIABILITY PERIOD
- 73.1 LIMITATION OF LIABILITY
74. CARE OF WORKS
- 74.1 DEFECTS PRIOR TO TAKING OVER
- 74.2 DEFECTS AFTER TAKING OVER
75. GUARANTEE/ TRANSFER OF GUARANTEE
76. INSTALLATION & TRAINING OF EMPLOYER'S/ OWNER'S PERSONNEL
77. REPLACEMENT OF DEFECTIVE PARTS & MATERIALS
78. INDEMNITY
79. CONSTRUCTIONS AIDS, EQUIPMENTS, TOOLS & TACKLES

[F] CERTIFICATES AND PAYMENTS:

80. SCHEDULE OF RATES AND PAYMENTS
- 80.1 CONTRACTOR'S REMUNERATION
- 80.2 SCHEDULE OF RATES TO BE INCLUSIVE
- 80.3 SCHEDULE OF RATES TO COVER CONSTRUCTION EQUIPMENT, MATERIALS
LABOUR ETC.
- 80.4 SCHEDULE OF RATES TO COVER ROYALTIES, RENTS & CLAIMS
- 80.5 SCHEDULE OF RATES TO COVER TAXES AND DUTIES
- 80.6 SCHEDULE OF RATES TO COVER RISK OF DELAY
- 80.7 SCHEDULE OF RATES CANNOT BE ALTERED
81. PROCEDURE FOR MEASUREMENT AND BILLING
- 81.1 BILLING PROCEDURE
- 81.2 SECURED ADVANCE ON MATERIALS
- 81.3 DISPUTE IN MODE OF MEASUREMENT
- 81.4 ROUNDING OF AMOUNTS
82. LUMP SUM IN TENDER
83. RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS ADVANCES
84. NOTICES OF CLAIMS FOR ADDITIONAL PAYMENTS
85. PAYMENT OF CONTRACTOR'S BILLS
86. RECEIPT FOR PAYMENT
87. COMPLETION CERTIFICATE
- 87.1 APPLICATION FOR COMPLETION CERTIFICATE
- 87.2 COMPLETION CERTIFICATE
- 87.3 COMPLETION CERTIFICATE DOCUMENTS
88. FINAL DECISION AND FINAL CERTIFICATE
89. CERTIFICATE AND PAYMENTS ON EVIDENCE OF COMPLETION
90. DEDUCTION FROM CONTRACT PRICE

[G] TAXES AND INSURANCE:

91. GOODS & SERVICE TAX (GST)/TAXES.
92. GST/ TURNOVER TAX
93. STATUTORY VARIATIONS
94. INSURANCE
 - 94.1 EMPLOYEES STATE INSURANCE ACT
 - 94.2 WORKMEN COMPENSATION AND EMPLOYEE'S LIABILITY INSURANCE
 - 94.3 ACCIDENT OR INJURY TO WORKMEN
 - 94.4 TRANSIT INSURANCE
 - 94.5 AUTOMOBILE
 - 94.6 GENERAL LIABILITY
 - 94.7 ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS
95. DAMAGE TO PROPERTY OR TO ANY PERSON OR ANY THIRD PARTY

[H] LABOUR LAWS:

96. LABOUR LAWS & INDEMNITY BOND
97. IMPLEMENTATION OF APPRENTICES ACT 1961
98. CONTRACTOR TO INDEMNIFY THE EMPLOYER/ OWNER
99. HEALTH AND SANITARY ARRANGEMENT FOR WORKERS

[I] APPLICABLE LAWS AND SETTLEMENT OF DISPUTES:

- 100 A & B. ADJUDICATOR & ARBITRATION
101. JURISDICTION

[J] SAFETY CODES:

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

Preamble

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

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

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

[A] DEFINITIONS

1. Definition of Terms:

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

- 1.1.12 **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.
- 1.1.13 **CAPACITY UTILIZATION FACTOR (CUF)** means the ratio of the actual output from a solar plant over the year (kWh) to the maximum possible output from it for a year (kWh) under ideal conditions.
- CUF = Actual Plant Output in kWh over the year / (Installed Plant Capacity in kW x 365 x 24).
Monthly CUF = Monthly Plant output in kWh / (installed plant capacity in kW x number of days in a month x 24).
- 1.1.14 **CEA** means the Central Electricity Authority.
- 1.1.15 **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.
- 1.1.16 **COLLABORATOR** or **PARENT COMPANY** means the firms/ corporations who has provided technological support to the manufacturer for establishing production line for the specific Equipment.
- 1.1.17 **COMPANY** means a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto.
- 1.1.18 **CONTRACT** shall mean the Agreement between the Employer/ Owner and the Contractor for the execution of the works including therein all Contract documents.
- 1.1.19 **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.
- 1.1.20 **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.
- 1.1.21 **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.
- 1.1.22 **CONTRACTOR'S REPRESENTATIVE** means any person nominated by the Contractor and approved by the Employer/Owner to perform the duties delegated by the Contractor.
- 1.1.23 **CONSULTANT** means Techno-Commercial experts who are the consulting engineer to the Employer/ Owner for this project.
- 1.1.24 **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.

- 1.1.25 **COMMISSIONING** shall mean pressing into service/ operation 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.
- 1.1.26 **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.
- 1.1.27 **COMPLETION CERTIFICATE** shall mean the certificate to be issued when the works have been completed entirely in accordance with Contract Documents.
- 1.1.28 **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.
- 1.1.29 **CHANGE ORDER** means an order given in writing by the Engineer-in-Charge/Project Manager to effect additions to or deletion from and alteration in the works.
- 1.1.30 **DAY** means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 1.1.31 **DEFECT LIABILITY 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.
- 1.1.32 **DRAWINGS** shall include maps, plans and tracings or prints or sketches thereof with any modifications approved in writing by the Engineer-in-Charge/Project Manager and such other drawing as may, from time to time, be furnished by the contractor.
- 1.1.33 **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.
- 1.1.34 **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.
- 1.1.35 **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.

- 1.1.36 **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.
- 1.1.37 **EVALUATED BID VALUE (EBV)** means the Evaluated Price derived from the schedule of rates (SOR) as per Section VIII of Tender document.
- 1.1.38 **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.
- 1.1.39 **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.
- 1.1.40 **FINAL ACCEPTANCE** means acceptance of Facilities by the Employer/Owner at the end of O&M period, as stated in this NIT, from the date of Commissioning or demonstration of minimum annual CUF whichever comes later which certifies the Contractor's fulfilment of the Contract in respect of Functional and Plant Performance Guarantees of the Facilities
- 1.1.41 **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.
- 1.1.42 **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.
- 1.1.43 **IEC** means specifications of International Electro-Technical Commission.
- 1.1.44 **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, pre-commissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training, etc.
- 1.1.45 **MWp** means Mega-Watt Peak.
- 1.1.46 **kWh** shall mean Kilo-Watt-hour.
- 1.1.47 **LANGUAGE FOR DRAWINGS AND INSTRUCTION** All the drawings, titles, notes, instruction, dimensions, etc. shall be in English Language only.
- 1.1.48 **MNRE** means Ministry of New and Renewable Energy, Government of India.
- 1.1.49 **MOBILIZATION** shall mean establishment of sufficiently adequate infrastructure by the Contractor at Site comprising of construction equipment, aids, tools tackles including setting of site offices with facilities such as power, water, communication etc. establishing manpower organization comprising of Resident Engineers, Supervising Personnel and an adequate strength of skilled, semi-skilled and un-skilled workers, who with the so established infrastructure shall be in a position to commence execution of work at site(s), in accordance with the agreed Time Schedule of Completion of Work. Mobilization shall be considered to have been achieved, if the Contractor is able to establish

infrastructure as per Time Schedule, where so warranted in accordance with agreed schedule of work implementation to the satisfaction of Engineer-in-Charge/Project Manager/ Employer/ Owner.

- 1.1.50 **NET-WORTH** shall have same meaning as defined in Company Act 2013 and Amendment, if any.
- 1.1.51 **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.
- 1.1.52 **NOTIFICATION OF AWARD (NOA)** means the official notice issued vide Letter/ E-mail by the Employer notifying the Contractor that his bid has been awarded.
- 1.1.53 **NTP** means Notice to Proceed
- 1.1.54 **OPERATIONAL ACCEPTANCE** means the acceptance by the Employer/Owner 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.
- 1.1.55 **O & M** means Operation & Maintenance of Commissioned Project/ Work/ Facilities under the Tender.
- 1.1.56 **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.
- 1.1.57 **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.
- 1.1.58 **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.
- 1.1.59 **PRE-COMMISSIONING** means the testing, checking and other requirements specified in the Technical Specifications that are to be carried out by the Contractor in preparation for Commissioning.
- 1.1.60 **PROJECT MANAGER/ OFFICER-IN-CHARGE** means the person appointed by the Employer/ Owner to perform the duties delegated by the Employer/ Owner.
- 1.1.61 **SCC** means the Special Conditions of Contract.
- 1.1.62 **SECI** means Solar Energy Corporation of India Limited, New Delhi (A Government of India Enterprise) under MNRE.
- 1.1.63 **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.
- 1.1.64 **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/Project Manager during the performance of Contract in order to provide the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition of relevant Standard Specifications including all addenda/ corrigenda published before entering into Contract.

- 1.1.65 **SUB-CONTRACTOR** means any person or firm or Company (other than the Principal Contractor) to whom any part of the work has been entrusted by the Principal Contractor, with the written consent of the Engineer-in-Charge/Project Manager.
- 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/CONTRACT VALUE** 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 Fifty percent (50%) 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 **WEEK** means a period of any consecutive seven days.
- 1.1.74 **WORKING DAY** means any day which is not declared to be holiday or rest day by the Employer/ Owner.

[B] GENERAL INFORMATION

2. General Information

2.1.a Location of Site

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

2.1.b Access by Road

5 MW (AC) Solar PV Power Plant Project	<u>Tender No</u> <u>SECI/C&P/NIT/2018/VOCPT5</u>	<u>GCC</u> <u>Page 12 of 79</u>	<u>Signature of Bidder</u>
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Contractor, if necessary, shall build other temporary access roads to the actual site of construction for his own work at his own cost. The Contractor shall be required to permit the use of the roads so constructed by him for vehicles of any other parties who may be engaged on the project site. The Contractor shall also facilitate the construction of any permanent roads should the construction thereof starts while he is engaged on this work. He shall make allowance in his Tender for any inconvenience he anticipates on such account. Non-availability of access roads, railway siding and railway wagons for the use of the Contractor shall in no case condone any delay in the execution of work nor be the cause for any claim for compensation against the Employer/ Owner.

2.2 Scope of Work

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

2.3 Construction Water Supply

Contractor will have to make his own arrangements for supply of water to his labour camps and for works. All pumping installations, pipe network and distribution system will have to be carried out by the Contractor at his own risk and cost. Alternatively, the Employer/ Owner at his discretion may endeavor to provide water to the Contractor at the Employer's/ Owner's source of supply provided the Contractor makes his own arrangement for the water meter which shall be in custody of the Employer/ Owner and other pipe networks from source of supply and such distribution pipe network shall have prior approval of the Engineer-in-Charge/Project Manager so as not to interfere with the layout and progress of the other construction works. In such case, a separate accounting shall be maintained for billing purpose on monthly basis. However, the 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 Construction Power Supply

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

2.4.2 It shall be the responsibility of the Contractor to provide and maintain the complete installation on the load side of the supply with due regard to safety requirement at site. All cabling, equipment, installations etc. shall comply in all respects with the latest statutory requirements and safety provisions i.e., as per the Central/ State Electricity Acts and Rules etc. The Contractor will ensure that his equipment and Electrical Wiring etc., are installed, modified, maintained by a licensed Electrician/ Supervisor.

- 2.4.3** At all times, IEA regulations shall be followed failing which the Employer/ Owner has a right to disconnect the power supply without any reference to the Contractor. No claim shall be entertained for such disconnection. Power supply will be reconnected only after production of fresh certificate from authorized electrical supervisors.
- 2.4.4** The Employer/ Owner is not liable for any loss or damage to the Contractor's equipment as a result of variation in voltage or frequency or interruption in power supply or other loss to the Contractor arising therefrom.
- 2.4.5** The Contractor will have to provide and install his own lights and power meters which will be governed as per Central/ State Government Electricity Rules.
- 2.4.6** In case of damage of any of the Employer's/ Owner's equipment on account of fault, intentional or unintentional on the part of the Contractor, the Employer/ Owner reserves the right to recover the cost of such damage from the Contractor's bill. Cost of HRC Fuses replaced at the Employer's/ Owner's terminals due to any fault in the Contractor's installation shall be to Contractor's account at the rates decided by the Engineer-in-Charge/Project Manager.

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

The Employer/ Owner will, at his own discretion and convenience and for the duration of the execution of the work make available near the site, land for construction of Contractor's Temporary Field Office, godowns, workshops and assembly yard required for the execution of the Contract. The Contractor shall at his own cost construct all these temporary buildings and provide suitable water supply and sanitary arrangement. On completion of the works undertaken by the Contractor, he shall remove all temporary works erected by him and have the Site cleaned as directed by Engineer-in-Charge/Project Manager. If the Contractor shall fail to comply with these requirements, the Employer/Owner may, at the expenses of the Contractor remove such surplus and rubbish materials and dispose off the same as he deems fit and get the site cleared as aforesaid; and Contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed off as aforesaid. But the Employer/ Owner reserves the right to ask the Contractor any time during the pendency of the Contract to vacate the land by giving 07 (Seven) day notice on security reasons or on national interest or otherwise. The Contractor shall put up temporary structures as required by them for their office, fabrication shop and construction stores only in the area allocated to them on the project site by the Employer/ Owner or his authorized representative. No tea stalls/ canteens should be put up or allowed to be put up by any Contractor in the allotted land or complex area without written permission of the Employer/ Owner. No unauthorized buildings, constructions or structures should be put up by the Contractor anywhere on the project site. For uninterrupted fabrication work, the Contractor shall put up temporary covered structures at his cost within Area in the location allocated to them in the project site by the Employer/ Owner or his authorized representative. No person except for authorized watchman shall be allowed to stay in the plant area/ Contractor's area after completion of the day's job without prior written intimation to Engineer-in-Charge/Project Manager.

2.6 Land for Residential Accommodation

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

[C] ADDITIONAL GENERAL INSTRUCTIONS TO BIDDERS

3. Documents

- 3.1 Corrections and Erasures:** All correction(s) and alteration(s) in the entries of Tender paper shall be signed in full by the bidder with date. No erasure or over writing is permissible.

3.2 Witness: Witness and sureties shall be persons of status and property and their names, occupation and address shall be stated below their signature.

3.3 Details of Experience: The bidder should furnish, along with his Tender, details of previous experience in having successfully completed in the recent past works of this nature, together with the names of Employers/ Owners, location of sites and value of Contract, date of commencement and completion of work, delays if any, reasons of delay and other details along with documentary evidence(s).

3.4 Liability of Government of India: It is expressly understood and agreed by and between bidder or/ Contractor and Employer/ Owner that, Employer/ Owner is entering into this agreement solely on its own behalf. In particular, it is expressly understood and agreed that the Government of India has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that Employer/ Owner is an independent legal entity with power and authority to enter into Contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, bidder/ Contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue to Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

4. Transfer of Tender Documents

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

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

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

6. Time Schedule & Progress Reporting

6.1 The work shall be executed strictly as per the Time Schedule specified in Section - V, Special Conditions of Contract (SCC). The period of construction given in Time Schedule includes the time required for mobilization as well as testing, rectifications if any, retesting and completion in all respects to the entire satisfaction of the Engineer-in- Charge.

6.2 A joint program of execution of the work will be prepared by the Engineer-in- Charge and Contractor based on priority requirement of this project. This program will take into account the time of completion mentioned above and the time allowed for the priority works by the Engineer-in- Charge.

6.3 Monthly/ Weekly construction program will be drawn up by the Engineer-in- Charge jointly with the Contractor, based on availability of work fronts and the joint construction program as per above. The

Contractor shall scrupulously adhere to these targets/ programs by deploying adequate personnel, construction tools and tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets/ programs. In all matters concerning the extent of targets set out in the weekly and monthly programs and the degree of achievements the decision of the Engineer-in- Charge will be final and binding on the Contractor.

- 6.4 The Contractor shall monitor progress of all the activities specified in the work schedule referred in GCC above, and submit the progress report to the Project Manager as per the Contract Co-ordination procedure.
- 6.5 The progress report shall be in a form acceptable to the Project Manager/EIC and shall also indicate: (a) percentage completion achieved compared with the planned percentage completion for each activity; and (b) where any activity is behind the program, giving comments and likely consequences and stating the corrective action being taken.
- 6.6 If at any time the Contractor's actual progress falls behind the scheduled program, or it becomes apparent that it will so fall behind, the Contractor shall, at the request of the Employer/Owner or the Project Manager/ EIC, prepare and submit to the Project Manager/ EIC a revised program, taking into account the prevailing circumstances, and shall notify the Project Manager/ EIC, of the steps being taken to expedite progress so as to attain Completion of the Facilities within the Time for Completion. If any extension thereof entitled under GCC Clause, or any extended period as may otherwise be agreed upon between the Employer/Owner and the Contractor, Contractor shall submit the revised plan for completion of Facility accordingly.
- 6.7 Maintenance of Records of Weekly Progress Review Meeting at Site
The Contractor shall be required to attend all weekly site progress review meetings organized by the 'Project Manager/ EIC' or his authorized representative. The deliberations in the meetings shall inter-alia include the weekly program, progress of work (including details of manpower, material, tools and plants deployed by the Contractor vis-à-vis agreed schedule), inputs to be provided by Employer/Owner, delays, if any and recovery program, specific hindrances to work and work instructions by Employer/Owner. The minutes of the weekly meetings shall be recorded in triplicate in a numbered register available with the 'Project Manager/ EIC' or his authorized representative. These recordings shall be jointly signed by the 'Project Manager/ EIC' or his authorized representative and the Contractor and one copy of the signed records shall be handed over to 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. Representatives and Field Management & Controlling/ Coordinating Authority

- 9.1 Project Manager / Engineer- In –Charge (EIC):
If the Project Manager/ EIC is not named in the Contract, then within seven (7) days of the Effective Date, the Owner/Employer shall appoint and notify the Contractor in writing of the name of the Project Manager/ EIC. The Owner/Employer may from time to time appoint some other person as the Project Manager/ EIC in place of the person previously so appointed, and shall give a notice of the name of such other person to the Contractor without delay. The Owner/Employer shall take reasonable care, unless unavoidable to see that no such appointment is made at such a time or in such a manner as to impede the progress of work on the Facilities. The Project Manager/EIC shall represent and act for the Owner/Employer at all times during the currency of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Project Manager/ EIC, except as herein otherwise provided.
All notices, instructions, information and other communications given by the Contractor to the Employer under the Contract shall be given to the Project Manager/ EIC, except as herein otherwise provided.
- 9.2 Contractor's Representative & Construction Manager
If the Contractor's Representative is not named in the Contract, then within seven (07) days of the Effective Date, the Contractor shall appoint the Contractor's Representative and shall request the Owner/ Employer in writing to approve the person so appointed. If the Owner/ Employer makes no objection to the appointment within seven (07) days of submission, the Contractor's Representative shall be deemed to have been approved. If the Employer objects to the appointment within seven

(07) days giving the reason therefor, then the Contractor shall appoint a replacement within seven (07) days of such objection, and the foregoing provisions of this GCC clause shall apply thereto.

- 9.3 The Contractor's Representative shall represent and act for the Contractor at all times during the tenure of the Contract and shall give to the Project Manager/ EIC all the Contractor's notices, instructions, information and all other communications under the Contract.
- 9.4 All notices, instructions, information and all other communications given by the Owner/ Employer or the Project Manager/ EIC to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided.
- 9.5 The Contractor shall not revoke the appointment of the Contractor's Representative without the Owner/ Employer prior written consent, which shall not be unreasonably withheld. If the Owner/ Employer consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out in GCC Clauses.
- 9.6 The Contractor's Representative may, subject to the approval of the Owner/ Employer (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Contractor's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Employer and the Project Manager/EIC.
- 9.7 Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this GCC Clause shall be deemed to be an act or exercise by the Contractor's Representative.
- 9.8 Notwithstanding anything stated in GCC Clause above, for the purpose of execution of contract, the Owner/ Employer and the Contractor shall finalize and agree to a Contract Co-ordination Procedure and all the communication under the Contract shall be in accordance with such Contract Co-ordination Procedure.
- 9.9 From the commencement of installation of the Facilities at the Site until Final Acceptance, the Contractor's Representative shall appoint a suitable person as the construction manager (hereinafter referred to as "the Construction Manager"). The Construction Manager shall supervise all work done at the Site by the Contractor and shall be present at the Site throughout normal working hours except when on leave, sick or absent for reasons connected with the proper Performance of the Contract. Whenever the Construction Manager is absent from the Site, a suitable person shall be appointed to act as his or her deputy.
- 9.10 The Owner/ Employer may by notice to the Contractor object to any representative or person employed by the Contractor in the execution of the Contract who, in the reasonable opinion of the Owner/ Employer, may behave inappropriately, may be in- competent or negligent, or may commit a serious breach of the Site regulations and safety. The Employer shall provide evidence of the same, whereupon the Contractor shall remove such person from the Facilities.
- 9.11 If any representative or person employed by the Contractor is removed in accordance with GCC Clause, the Contractor shall, where required, promptly appoint a replacement. The field management will be the responsibility of the Engineer-in-Charge/Project Manager, who will be nominated by the Employer/ Owner. The Engineer-in-Charge/Project Manager may also authorize his representatives to assist in performing his duties and functions.

- 9.12 The Engineer-in-Charge/Project Manager 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.

9.13 Hindrance Register

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

10. Note to Schedule of Rates

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

- 14.1 The Time(s) for Completion specified in the SCC shall be extended if the Contractor is delayed or impeded in the Performance of any of its obligations under the Contract by reason of any of the following:
- 14.1.1 Any occurrence of Force Majeure as provided in the Tender for Force Majeure, unforeseen/ differed site conditions (Unforeseen/ differed site Conditions).
- 14.1.2 Any changes in laws and regulations as provided in GCC (Change in Laws and Regulations) or by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Contractor.
- 14.2 Except where otherwise specifically provided in the Contract, the Contractor shall submit to the Project Manager a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Employer/Owner and the Contractor shall agree upon the period of such extension. In the event that the Contractor does not accept the Employer's/Owner's estimate of a fair and reasonable time extension, then the matter will be settled in accordance with the provisions of GCC Clause (Adjudicator).
- 14.3 The Contractor shall at all times use its reasonable efforts to minimize any delay in the Performance of its obligations under the Contract.
- 14.4 The Contractor shall be required to attend all weekly site progress review meetings organized by the 'Project Manager' or his authorized representative. The deliberations in the meetings shall include the weekly program, progress of work (including details of manpower, tools and plants deployed by the Contractor vis-à-vis agreed schedule), inputs to be provided by Employer/Owner, delays, if any and recovery program, specific hindrances to work and work instructions by Employer/Owner. The minutes of the weekly meetings shall be recorded in triplicate in a numbered register available with the 'Project Manager' or his authorized representative. These recordings shall be jointly signed by the 'Project Manager' or his authorized representative and the Contractor and one copy of the signed records shall be handed over to the Contractor.

[D] GENERAL OBLIGATIONS

15.1 Priority of Contract Documents

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

- 1) The Contract Agreement and any change order in the CA. if any;
- 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 scheduled 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/Owner in duplicate, before submission of tender. The Employer/Owner may provide such clarification as may be necessary in writing to Contract, such clarifications as provided by Employer/Owner shall form part of Contract Documents. No verbal agreement or inference from conversation with any effect or employee of the Employer/Owner 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 contract 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/Project Manager. 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/Project Manager.

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

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

19.2 Force Majeure Exclusions

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

- Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Power Project;
- Delay in the performance of any contractor, sub-contractor or their agents;
- Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
- Strikes at the facilities of the Contractor / Affected Party;
- Insufficiency of finances or funds or the agreement becoming onerous to perform; and
- Non-performance caused by, or connected with, the Affected Party's:
 - o Negligent or intentional acts, errors or omissions;
 - o Failure to comply with an Indian Law; or
 - o Breach of, or default under this Contract Agreement.
- Normal rainy seasons and monsoon

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

19.4 Upon occurrence of such causes, the party alleging that it has been rendered unable as aforesaid, thereby, shall notify the other party in writing by registered notice within 48 (forty eight) hours of the alleged beginning thereof giving full particulars and satisfactory evidence in support of its claim. Further, within 7 (seven) days, the Contractor will furnish a detailed Contingency Plan to overcome the effects of the incident and bring the project on its schedule after cessation of the effect of Force Majeure.

19.5 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the

performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.

- 19.6 Time for Performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such Force Majeure clause lasts.
- 19.7 If works are suspended by Force Majeure conditions lasting for more than two months, the Employer/Owner shall have the option of cancelling this Contract in whole or part thereof, at its discretion.
- 19.8 The Contractor will not be entitled to claim any compensation for Force Majeure conditions and shall take appropriate steps to insure its men and materials utilized by it under the Contract.

20. Liquidated Damages (LD)

- 20.1 Subject to Force Majeure Clause, if the Contractor fails to comply with the Time for Completion /successful commissioning of Plant 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 one percent (1%) 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 ten percent (10%) 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. Any such recovery on account of the Liquidated damages can be done from the running bills of the contractor by Owner.
- 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 (01) one month 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

5 MW (AC) Solar PV Power Plant Project	<u>Tender No</u> <u>SECI/C&P/NIT/2018/VOCPT5</u>	<u>GCC</u> <u>Page 24 of 79</u>	<u>Signature of Bidder</u>
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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 event in which 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 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 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/Project Manager 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/Project Manager 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/Project Manager 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/Owner 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/Project Manager 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 equipment, materials, if any, shall be issued and instructions for works given. The Contractor shall also provide to the satisfaction of the Engineer-in-Charge/Project Manager 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/Project Manager additional properly qualified supervisory staff is considered necessary, they shall be employed by the Contractor without additional charge on accounts thereof. The Contractor shall ensure to the satisfaction of the Engineer-in-Charge/Project Manager 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/Project Manager 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/Project Manager, 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/Project Manager, 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/Project Manager. 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 herewith.

29.3 The Contractor shall be responsible for the proper behavior of all the staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particular and without

prejudice to the said generality, the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the Contractor shall be responsible therefore and relieve the Employer/ Owner of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Engineer-in-Charge/Project Manager 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 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/Project Manager 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/Project Manager list of all Sub-Contractors or other persons or firms engaged by the Contractor and working at the Site during the previous month with particulars of the general nature of the Subcontract or works done by them.

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

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

iv) Employer/Owner 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/Project Manager 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.

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

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

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

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

31. Power of Entry

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

- i) fail to carry out the Work in conformity with the Contract documents, or
- ii) fail to carry out the Work in accordance with the Time Schedule, or
- iii) substantially suspend Work or the Work for a period of 14 (Fourteen) days without authority from the Engineer-in-Charge/Project Manager, or
- iv) fail to carry out and execute the Work to the satisfaction of the Engineer-in-Charge/Project Manager, 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/Project Manager requiring such breach to be remedied, or
- vii) if the Contractor 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 Contractors 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/Project Manager to be reasonable, and without making any payment or allowance to the Contractor for the use of the temporary said works, construction plant and stock or being liable for any loss or damage thereto, and if the 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/Project Manager 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 Contractor's responsibility

32.1.1 The Contractor shall grade/level the land identified for development of the mentioned Solar power Plant (with cells & modules manufactured in India) along with the design, procure, manufacture (including associated purchases and/or subcontracting), install, commission and complete the Facilities, carry out the Guarantee tests with due care and diligence in accordance with the Contract along with interconnecting transmission system including Right of Way for Transmission Line and the O&M of the complete facilities for the period as defined under the tender document . It is

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

- 32.1.2 Contractor confirms that it has entered into this Contract on the basis of proper examination of the data relating to the Facilities provided by the c and assessed by himself at the site location, after proper due diligence relating to the Facilities prior to bid submission. The Contractor acknowledges that any failure to obtain or acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Scope of Work.
- 32.1.3 The Contractor shall acquire, on behalf of Owner/Employer, in the Owner's/employers' name, all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located that are necessary for the setting up of the Plant & operation of Plant till its desired life as mentioned under the Contract, including, but not limited to, entry permits for all imported Owner's/Employer's Equipment (if any). In this regard, any document required from Owner/ Employer shall be intimated at least 10 days prior to submission. Contractor has to ensure safe keeping of the documents and diligent use. It is the responsibility of the contractor to safe keep and return all the approvals, permits, licenses, certificates and other relevant document generated as a result of the setting up of project and O&M process to the Owner.
- 32.1.4 In the matter of connectivity of Plant to DISCOM's substation, Owner/ Employer shall fill up the application & hand it over to the contractor however all other activities beyond it such as coordination with DISCOM for Bay allocation, technical/regulatory compliance for interconnection including payment of Fee or any other charges to the state agencies/DIOSCOM as the case may be shall be taken care by the Contractor. Bidders are advised to include these cost in their final offer/Price BID.
- 32.1.5 The Contractor shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located that are necessary for the Performance of the Contract, including, but not limited to, the right of way for the access to site and for erection of transmission lines as applicable, visas for the Contractor's and Subcontractor's personnel and entry permits for all imported Contractor's Equipment. The Contractor shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Owner/ Employer and that are necessary for the Performance of the Contract.
- 32.1.6 Contractor shall also seek for any exemption applicable for the project as per the orders released from GOI time to time in appropriate Formats including all the required attachments. In this regard, contractor shall be responsible to take all necessary certificates as a proof of exemptions on behalf of Owner/ Employer. However, all the documents required from Employer, as needed for the process, will be provided by Owner/ Employer. The demand of such documents shall be made to the Owner/ Employer in at least 10 days advance.
- 32.1.7 The Contractor shall comply with all laws in force at the place, where the Facilities are installed and where the Installation Services are carried out. The laws will include all national, provincial, municipal or other laws that affect the Performance of the Contract and binding upon the Contractor. The Contractor shall indemnify and hold harmless the Employer/Owner from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Subcontractors and their personnel.
- 32.1.8 Any plant, material, spares & spares inventory and services that will be incorporated in or be required for the facilities and other supplies shall have their origin.
- 32.1.9 Unless otherwise specified in the Contract or agreed upon by the Owner/ Employer and the Contractor, the Contractor shall provide/ deploy sufficient, properly qualified operating and

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

32.1.10 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 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 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, 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/Project Manager and get the approval. The Contractor before finally submitting the scheme to the Engineer-in-Charge/Project Manager, 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/Owner 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/Project Manager to secure the completion of the various portions of the work in general harmony.

36. Patents and Royalties

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

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

The Contractor, if licensed under any patent covering equipment, machinery, materials or compositions of matter to be used or supplied or methods and process to be practiced or employed in the performance of this Contract, agrees to pay all royalties and license fees which may be due with respect thereto. If any equipment, machinery, materials, composition of matters, be used or supplied or methods and processes to be practiced or employed in the performance of this Contract, is covered by a patent under which the Contractor is not licensed then the Contractor before supplying or using the equipment, machinery materials, composition method or processes shall obtain such licenses and pay such royalties and license fees as may be necessary for performance of this Contract. In the event the Contractor fails to pay any such royalty or obtain any such license, any suit for infringement of such patents which is brought against the Contractor or the Employer/ Owner as a result such failure will be defended by the Contractor at his own expense and the Contractor will pay any damages and costs awarded in such suit. The Contractor shall promptly notify the Employer/ Owner if the Contractor has acquired the knowledge of any plant under which a suit for infringement could be reasonably brought because of the use by the 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 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/Project Manager, 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/Project Manager.

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 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/Project Manager 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/Project Manager that all invoices for labour, materials, services have been paid in lien thereof and if required by the Engineer-in-Charge/Project Manager 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/Project Manager 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/Project Manager and approved by Employer/ Owner for payment, based on documentary evidence of his having incurred such expenses.

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

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

40. No Waiver of Rights

40.1 Neither the inspection by the Employer/ Owner or any of their officials, Employees or 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/Project Manager 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 SI System of measurement shall be used in the Contract unless otherwise specified.

43. Guarantee Tests & Operations Acceptance and Transfer of Title

43.1 Functional Guarantees

43.1.1 The Contractor guarantees that during the Guarantee Test, the Facilities and all parts thereof shall attain the Functional Guarantees specified under Technical Specifications, subject to and upon the conditions therein specified.

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

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

43.2 Plant Performance Guarantee Test

The Plant Performance Guarantee (as mentioned in TS) Test shall be conducted by the Contractor after Commissioning of the Facilities to ascertain whether the Facilities or the relevant part(s) can attain the Functional Guarantees specified in the Contract Documents. The Contractor's and Project Manager's advisory personnel shall attend the Guarantee Test. The Employer//Owner shall promptly provide the Contractor with such information as the Contractor may reasonably require in relation to the conduct and results of the Guarantee Test (and any repeats thereof). The detailed procedure for Performance Guarantee Test shall be carried out as per procedure laid down in Technical Specifications.

43.3 Operational Acceptance

43.3.1 Operational Acceptance shall occur in respect of the Facilities when:

- The Plant Performance Guarantee Test (PR Test) in accordance with the procedure specified IN The Tender document Specifications has been successfully completed and the Functional Guarantees are met; or
- The Contractor has paid the liquidated damages, if any, specified in GCC Clause hereof;

43.3.2 At any time after any of the events set out in GCC Sub- Clause have occurred, the Contractor may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate in the form provided in the Bidding Documents or in another form acceptable to the Employer//Owner in respect of the Facilities or the part thereof specified in such notice as at the date of such notice.

43.3.3 The Project Manager shall, after consultation with the Owner/ Employer, and within thirty (30) days after receipt of the Contractor's notice, issue an Operational Acceptance Certificate.

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

43.3.5 Subsequent to Operational Acceptance of the Facilities by the Employer/Owner and within 10 days of the commencement of the O&M period, the Contractor shall furnish an Indemnity Bond which is

to be executed by the contractor for the Plant handed over by Employer/Owner for performance of its O&M Contract (Entire Solar Photo Voltaic Plant).

43.4 Final Acceptance

43.4.1 Final Acceptance shall occur in respect of the Facilities when:

- The Plant have achieved the Operational acceptance and served the O&M for the period stipulated under the contract agreement; and
- All the contractors' liabilities under the O&M contract have been satisfied; and
- Contractor has provided the list of recommended spares with detailed specification, source and price for further procurement; and
- The Contractor has paid the liquidated damages, if any thereto;

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

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

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

43.4.5 The O&M contract period may further be extended for minimum period of 10 years as per mutually agreed terms and conditions. The contractor is allowed to submit his intent at the time of Final acceptance.

43.5 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.

43.6 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 Confidential Information

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

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

from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor.

- 44.3 The Owner/ Employer shall not use such documents, data and other information received from the Contractor for any purpose other than the operation and maintenance of the Facilities. Similarly, the Contractor shall not use such documents, data and other information received from the Owner/ Employer for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the Performance of the Contract.
- 44.4 The obligation of a party above, however, shall not apply to that information which
- Now or hereafter enters the public domain through no fault of that party
 - Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto.
 - Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 44.5 The above provisions of this GCC shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.
- 44.6 The provisions of this GCC Clause 44 shall survive termination, for whatever reason, of the Contract.

45. Operation & Maintenance

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

45.2 Preventive / Routine Maintenance:

This shall be done by the Contractor regularly and shall include activities such as cleaning and checking the health of the Solar PV system, cleaning of module surface, tightening of all electrical connections, and any other activity including the associated civil works, as mentioned in TS Clause , wear and tear that may be required for proper functioning of the Solar PV system as a whole. Necessary maintenance activities, Preventive and Routine for Transformers and associated switch gears and transmission line also shall be included.

45.3 Breakdown / Corrective maintenance:

Whenever a fault occurs, the Contractor has to attend to rectify the fault & the fault must be rectified within the 24 hours from the time of occurrence of fault, failing which the Contractor will be liable for additional liquidated damages as per reference to the generation parameters accumulated in similar/ associated equipment of the Plant (for example if a block consists of 4 inverters and one inverter is down for more than 24 hours, then the generation for faulty inverter shall be calculated as the average of accumulated generation for the other 3 inverters over the 24 hours duration of fault as the deemed generation) and the LD shall be levied on the deemed generation as per the tariff of Rs. 8.0 per unit. The contractor must maintain all the records pertaining to all such faults and necessary measures taken.

The date of Comprehensive Operation & Maintenance Contract period shall begin on the date of Successful demonstration of guaranteed PR i.e., Operational acceptance. However, operation of the Power Plant means operation of system as per bid and workmanship in order to keep the project trouble free covering the guarantee period. The contractor must demonstrate the committed CUF at

the end of every year in accordance with commitment made in the Techno-Commercial Enclosures of the Bid.

45.4 Serviceability Level Agreement (SLA)

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

45.4.2 Contractor shall produce monthly serviceability report for individual components of the plant & associated infrastructure to the employer//Owner by 5th of next month.

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

45.4.4 Any complaint related to unserviceability/improper functioning of any & all component of the plant including but not limited to PV Module, PCU, Transformers, switchgears, SCADA, roads, drainage, water supply lighting system, office infrastructure, CCTV system which is not attended & rectified within 48 hours, shall attract a penalty of Rs. 1000 per 24 hours, which shall be over & above GCC Clause. If such complaint is not rectified within 480 hours from logging of complaint. Employer/Owner may choose to rectify the same through any other agency at the risk of Contractor and Employer/Owner shall recover 110% of such cost incurred from subsequent payment to the contractor.

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

45.4.6 O&M Routine & Manpower: Contractor shall provide Preventive / Routine Maintenance schedule based on Original Equipment manufacturer and good engineering practices. The team deployed for the O&M must have a minimum manpower structure with following qualification;
Project Manager (B.E./B.Tech Electrical, with minimum 5 years of relevant experience) -1 No.
Shift Engineers (BE/B-Tech Electrical, with minimum 3 years of relevant experience) -1 No / Shift
Polytechnic/Diploma Electrical (with minimum 3 years of relevant experience) -2 / shift
Polytechnic/Diploma Mechanical or Civil (with minimum 3 years of relevant experience) -1/shift
Unskilled for cleaning & other unskilled works with respect to Plant -minimum 3/shift.
However contractor shall engage additional manpower as and when need arise.

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. Commissioning & Spares

47.1 As soon as installation of the Facilities has, in the opinion of the Contractor, been completed as specified in the Technical Specifications, excluding minor items not materially affecting the operation or safety of the Facilities, the Contractor shall so notify the owner/ Employer (Project Manager/ EIC) in writing to witness the pre- commissioning of the facility.

47.2 As soon as all works in respect of Pre-commissioning are completed and, in the opinion of the Contractor, the Facilities is ready for Commissioning, the Contractor shall so notify the Project Manager in writing. The Contractor shall commence Commissioning of the facilities as per the GCC Sub.

- 47.3 Commissioning of the Facilities shall be completed by the Contractor as per procedures detailed in the Technical Specifications and in the presence of the Project Manager or the representatives of the Owner/ Employer.
- 47.4 If the Project Manager notifies the Contractor of any defects and/or deficiencies, the Contractor shall then correct such defects and/or deficiencies, and shall repeat the procedure described in GCC Sub- Clause.
- 47.5 If the Project Manager is satisfied that the Facilities have reached Completion, the Project Manager shall, within seven (7) days after receipt of the Contractor's repeat notice, issue a Completion Certificate stating that the Facilities have reached Completion as at the date of the Contractor's repeat notice.
- 47.6 If the Project Manager is not so satisfied, then it shall notify the Contractor in writing of any defects and/or deficiencies within seven (7) days after receipt of the Contractor's repeat notice, and the above procedure shall be repeated.
- 47.7 If the Project Manager fails to issue the Completion Certificate and fails to inform the Contractor of any defects and/or deficiencies within fourteen (14) days after receipt of the Contractor's notice under GCC Clause or within seven (7) days after receipt of the Contractor's repeated notice under GCC Clause, or if the Employer/Owner makes use of the Facilities, then the Facilities shall be deemed to have reached Completion as of the date of the Contractor's notice or repeated notice, or as of the Employer's/Owner's use of the Facilities, as the case may be.
- 47.8 As soon as possible after Completion, the Contractor shall complete all outstanding minor items so that the Facilities are fully in accordance with the requirements of the Contract, failing which the Owner/ Employer will undertake such completion and deduct the costs thereof from any monies owing to the Contractor.
- 47.9 Upon Completion, commissioning and successful demonstration of the PR test, the contractor shall be responsible for the care and custody of the Facilities, together with the risk of loss or damage thereto, and shall thereafter take over the Facilities or the relevant part thereof for the agreed duration of operation and maintenance as stipulated and mutually agreed terms and conditions.

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.

[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/Project Manager 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/Project Manager. The Contractor shall provide all necessary materials

equipment labour etc. for execution and maintenance of Work till completion unless otherwise mentioned in the Contract.

- 48.2 All materials shall be of the best quality and workmanship capable of satisfactory operation under the operating and climatic conditions as may be specified. Unless otherwise specified, they shall conform in all respect to the latest edition of the relevant IS codes specification wherever Indian specifications apply or IEC codes or equivalent internationally accepted standard.
- 48.3 The Contractor shall supply & deliver all equipment and materials for installation at site. The Contractor shall arrange for transportation, loading & unloading and safe storage of materials at project site at his own cost & risk.
- 48.4 If the Contractor offers equipment manufactured in accordance with other international well recognized standards (mentioned above), he shall, in that case, supply a copy in English of the Standard Specification adopted and shall clearly mention in what respect such standard specification differs from Indian Standard Specifications. The Plant, equipment, and materials offered by the Contractor should comply with one consistent set of Standards only to make the system compatible and work in harmony as far as possible, except if mentioned otherwise.

49. Unforeseen/ Differing site Conditions

- 49.1 If, during the execution of the Contract, the Contractor shall encounter on the Site any physical conditions (other than climatic conditions) or artificial obstructions that could not have been reasonably foreseen prior to the date of the Contract Agreement by an experienced contractor on the basis of reasonable examination of the data relating to the Facilities, and on the basis of information that it could have obtained from a visual inspection of the Site (if access thereto was available) or other data readily available to it relating to the Facilities, and if the Contractor determines that it will in consequence of such conditions or obstructions incur additional cost and expense or require additional time to perform its obligations under the Contract that would not have been required if such physical conditions or artificial obstructions had not been encountered, the Contractor shall promptly, and before performing additional work or using additional Plant and Equipment or Contractor's Equipment, notify the Project Manager in writing of
- The physical conditions or artificial obstructions on the Site that could not have been reasonably foreseen
 - The additional work and/or Plant and Equipment and/ or Contractor's Equipment required, including the steps which the Contractor will or proposes to take to overcome such conditions or obstructions
 - The extent of the anticipated delay
 - The additional cost and expense that the Contractor is likely to incur and the breakup of the same. On receiving any notice from the Contractor under this GCC Sub- Clause, the Project Manager shall consult and decide upon the actions to be taken to overcome the physical conditions or artificial obstructions encountered. Following such consultations, the Project Manager shall instruct the Contractor of the actions to be taken.
- 49.2 Any reasonable additional cost and expense incurred by the Contractor in following the instructions from the Project Manager to overcome such physical conditions or artificial obstructions referred to in GCC Clause shall be paid by the Employer/Owner to the Contractor as an addition to the Contract Price, after submission of relevant documents justifying same.
- 49.3 If the Contractor is delayed or impeded in the Performance of the Contract because of any such physical conditions or artificial obstructions referred to in GCC Clause, the Time for Completion shall be extended in accordance with GCC Clause.

50. Work in Monsoon and Dewatering

5 MW (AC) Solar PV Power Plant Project	Tender No <u>SECI/C&P/NIT/2018/VOCPT5</u>	GCC Page 41 of 79	Signature of Bidder
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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. Change in Laws and Regulations

51.1 If, after the date seven (7) days prior to the date of Bid submission, in the country where the Site is located, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the Performance of any of its obligations under the Contract. However, these adjustments would be restricted to direct transactions between the Employer//Owner and the Contractor/assignee of Foreign Contractor (if applicable). This adjustment shall not be applicable on procurement of raw materials, intermediary components etc. by the Contractor and shall also not be applicable on bought out items dispatched directly from sub- vendor works to site. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

52. General Conditions for Construction and Erection Work

52.1 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 may 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.

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/Project Manager 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/Project Manager.

53. Design and Engineering

53.1 The Work covered under this Contract having to be executed by the Contractor on a lump-sum firm price/ 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 Specifications and Drawings

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

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

53.2.2 The Contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designated by or on behalf of the Owner/ Employer, by giving a notice of such disclaimer to the Project Manager/ EIC.

53.3 Codes and Standards

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

53.3.2 Approval / Review of Technical Documents by Project Manager

The Contractor shall prepare list of documents as per technical specifications and furnish to the Project Manager for Approval of the same and Review of work schedule.

Any part of the Facilities covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager's approval thereof.

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

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

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

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

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

reimbursed by the Owner/ Employer for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Arbitration shall decide, and the Time for Completion shall be extended accordingly.

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

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

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

54. Drawings to be Supplied by the Owner/Employer

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

54.2 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/Project Manager discrepancies, if any, therein before actually carrying out the Work.

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

55. Drawings to be Supplied by the Contractor

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

55.2 Where approval/ review of drawings before manufacture/ construction/ fabrication has been specified, it shall be Contractor's responsibility to have these drawings prepared as per the directions of Engineer-in-Charge/Project Manager 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/Project Manager.

55.3 The Drawings submitted by the Contractor shall be reviewed by the Engineer-in-Charge/Project Manager as far as practicable within 10 (Ten) working days and shall be modified by the Contractor, if any modifications and/ or corrections are required by the Engineer-in-Charge/Project Manager. 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. GFC drawings shall be provided in soft as well as Hard form to employer/Owner for reference at site. Provision should be made for digitally signing GFC Drawings and making hard copies available at site.

56. Setting out Works

- 56.1 The Contractor shall provide, fix and be responsible for the maintenance of all stakes, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The Contractor shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and center line marks, either existing or supplied and fixed by the Contractor. The work shall be set out to the satisfaction of the Engineer-in-Charge/Project Manager. The approval there of joining with the Contractor by the Engineer-in-Charge/Project Manager in setting out the work, shall not relieve the Contractor of any of his responsibility.
- 56.2 Before beginning the Works, the Contractor shall at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the works in accordance with the schemes for bearing marks acceptable to the Engineer-in-Charge/Project Manager. 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/Project Manager 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.
- 56.3 Pillars bearing geodetic marks located at the sites of units of Works under construction should be protected and fenced by the Contractor.
- 56.4 On completion of Work, the Contractor must submit the geodetic documents according to which the Work was carried out.

57. Geological Discoveries

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

58. Materials to be Supplied by Contractor

58.1 Plant and Equipment

The Contractor shall procure and transport all the Plant and Equipment in an expeditious and orderly manner to the Site to achieve completion of activities as per schedule to enable commissioning of the Project by the scheduled commissioning date.

58.2 Transportation

The contractor shall ensure that all the plant and equipment required to complete the Facility at site, are procured and dispatched on FOR site basis. The Contractor shall at its own risk and expense transport all the Plant and Equipment and the Contractor's Equipment to the Site by the mode of transport that the Contractor judges most suitable under all the circumstances.

58.3 Packing and Marking

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

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

In order to import any items, associated with the Solar PV Power Project, from abroad or from any other state in India, Contractor shall have to arrange any clearance, permission, if required at his own risk, from any Government (Government of State & Government of India) or any Government (Government of State & Government of India) controlled organization for transportation of materials from manufacturing shop to delivery at Site. Necessary certificates, if so required, shall be issued by the Owner/ Employer within reasonable time after getting written request from the Contractor along with the necessary documents substantiating necessity of such approvals. Contractor shall take necessary insurances to ensure safe transit. All packing material is the property of the Employer/Owner and shall be immediately deposited by the Contractor to the Employer's/Owner's Store at project Site.

58.4 Storage of Equipment

The plant and equipment thus procured under the scope of the contract must be kept in safe custody till put under operation. All the spares, as required for the trouble free O&M of Plant, must be kept under secure storage during O&M period.

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.

58.5 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.

58.6 No material shall be dispatched from the Contractor's stores before obtaining the approval in writing of the Engineer-in-Charge/Project Manager.

59. Stores Supplied by the Employer/ Owner

5 MW (AC) Solar PV Power Plant Project	<u>Tender No</u> <u>SECI/C&P/NIT/2018/VOCPT5</u>	<u>GCC</u> <u>Page 46 of 79</u>	<u>Signature of Bidder</u>
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- 59.1 If the Specification of the Work provides for the use of any material of special description to be supplied from the Employer's/ Owner's stores or it is required that the Contractor shall use certain stores to be provided by the Employer/ Owner, such materials and stores, there for as hereinafter mentioned being so far as practicable for the convenience of the Contractor, but not so as in any way to control the meaning or effect of the Contract, the Contractor shall be bound to purchase and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the Contract only. After the completion of the Work, however, the Contractor has to account for the full quantity of materials supplied to him as per relevant clauses in this document.
- 59.2 All materials so supplied to the Contractor shall remain the absolute property of the Employer/ Owner and shall not be removed on any account from the Site of the Work, and shall be at all times open for inspection to the Engineer-in-Charge/Project Manager. Any such materials remaining unused at the time of the completion or termination of the Contract shall be returned to the Employer's/ Owner's stores or at a place as directed by the Engineer-in-Charge/Project Manager in perfectly good condition at Contractor's cost.

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/Project Manager.

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/Project Manager 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/Project Manager 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/Project Manager. 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/Project Manager, 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/Project Manager 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/Project Manager 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/Project Manager 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/Project Manager.

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/Project Manager, 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

5 MW (AC) Solar PV Power Plant Project	Tender No <u>SECI/C&P/NIT/2018/VOCPT5</u>	GCC Page 48 of 79	Signature of Bidder
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- 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/Project Manager 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/Project Manager's staff, the Contractor shall refer the matter immediately in writing to the Engineer-in-Charge/Project Manager whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible.

65. Action where no Specification is Issued

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

66. Inspection of Works

- 66.1 The Engineer-in-Charge/Project Manager will have full power and authority to inspect the Work at any time wherever in progress either on the Site or at the Contractor's premises/ workshops wherever situated, premises/ workshops of any person, firm or corporation where Work in connection with the Contract may be in hand or where materials are being or are to be supplied, and the Contractor shall afford or procure for the Engineer-in-Charge/Project Manager every facility and assistance to carry out such inspection. The Contractor shall, at all time during the usual working hours and at all other time at which reasonable notice of the intention of the Engineer-in-Charge/Project Manager or his representative to visit the Work shall have been given to the Contractor, either himself be present or receive orders and instructions, or have a responsible 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/Project Manager before covering up or otherwise placing beyond reach of inspection and measurement of any work in order that the same may be inspected and measured. In the event of breach of above the same shall be uncovered at Contractor's expense for carrying out such measurement or inspection.
- 66.2 The Contractor is to provide at all time during the progress of the Work and the maintenance period, proper means of access with ladders, gangways etc. and the necessary attendance to move and adopt as directed for inspection or measurements of the Work by the Engineer-in-Charge/Project Manager.
- 66.3 The Contractor shall make available to the Engineer-in-Charge/Project Manager free of cost all necessary instruments and assistance in checking or setting out of Work and in the checking of any Work made by the Contractor for the purpose of setting out and taking measurements of Work.

67. Tests for Quality of Work

5 MW (AC) Solar PV Power Plant Project	<u>Tender No</u> <u>SECI/C&P/NIT/2018/VOCPT5</u>	<u>GCC</u> <u>Page 49 of 79</u>	<u>Signature of Bidder</u>
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- 67.1 All workmanship shall be of the respective kinds described in the Contract Documents and in accordance with the instructions of the Engineer-in-Charge/Project Manager and shall be subjected from time to time to such test as the Engineer-in-Charge/Project Manager may direct at the place of manufacture or fabrication or on the site or at all or any such places. **The cost of inspection/ pre-dispatch inspection/ in-stage inspection shall be borne by Contractor. Such pre-dispatch inspection(s) at the manufacturer's facility shall be carried out in the presence of the Employer/Owner or their authorized representatives, for such items as is specified by the Engineer-in-Charge/Project Manager. Travel expenses for such inspections shall be borne by the Employer/Owner. However, in case re-inspection is necessitated on account of non-acceptance of item(s) due to failure on Factory Acceptance Test(s), the cost of associated travel and accommodation borne by the Employer/Owner shall be on account of the Contractor.** The Contractor shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the Engineer-in-Charge/Project Manager
- 67.2 All the tests that will be necessary in connection with the execution of the Work as decided by the Engineer-in-Charge/Project Manager shall be carried out at the field testing laboratory of the 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/Project Manager.
- 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/Project Manager and cost of such tests shall be reimbursed by the Employer/ Owner.
- 67.4 The PV modules/ inverters/ cables and other Balance of system equipment deployed in the solar PV power Plant shall have valid test certificates for their qualification as per above specified IEC/ IS Standards by one of the NABL Accredited Test Centers in India. In case of module types/ equipment for which such Test facilities may not exist in India, test certificates from reputed ILAC Member body accredited Labs abroad (with proof of accreditation) will be acceptable

68. Samples for Approval

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

69. Action and Compensation in case of Bad Work

- 69.1 If it shall appear to the Engineer-in-Charge/Project Manager that any work has been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the Contractor for the execution of the Work are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the Contract, the Contractor shall on demand in writing from the Engineer-in-Charge/Project Manager or his authorized representative specifying the Work, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the Work so specified and provide other proper and suitable materials or articles at his own cost and in the event of failure to do so within the period specified by the Engineer-in-Charge/Project Manager 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/Project Manager may on expiry of notice period rectify or remove and re-execute the Work or remove and replaced with others, the materials or articles complained of to as the case may be at the risk and expense in all respects of the Contractor. The decision of the Engineer-in-Charge/Project Manager as to any question arising under this clause shall be final and conclusive.

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/Project Manager, or his representative, temporarily suspend the Works or any part thereof for such written order, proceed with the Work therein ordered to be suspended until, he shall have received a written order to proceed therewith. The Contractor shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works aforesaid. 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/Project Manager, 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, equipment 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/Project Manager shall have the right to take possession of or use any completed or partially completed Work or part of the Work. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the Contract Agreement. If such prior possession or use by the Engineer-in-Charge/Project Manager delays the progress of Work, equitable adjustment in the time of completion will be made and the Contract Agreement shall be deemed to be modified accordingly.

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

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

73.2 If it shall appear to the Project Manager that any supplies have been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials

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

- 73.3 The Contractor shall also be undertaking the operation and maintenance of the Facility and consequently shall be required to rectify any defects that emerge during the operation of the Facilities for the entire term of this Contract.
- 73.4 The Defect Liability Period shall be of twelve (12) months from the date of completion of the Facilities, during which the Contractor must repair any defect identified by the Project Manager / EIC after commissioning of the Plant. All the expenses to repair the defects shall be borne by the contractor and no additional cost charged to the Employer/Owner ("Defects Liability Period").
- 73.5 If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant and Equipment supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Owner/ Employer regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the Contractor shall, at its discretion, determine) such defect as well as any damage to the Facilities caused by such defect.
- 73.6 Furthermore, without prejudice to the generality of the foregoing, it is clarified that the Contractor shall also be responsible for the repair, replacement or making good of any defect, or of any damage to the Facilities arising out of or resulting from any of the following causes:
- Improper operation or maintenance of the Facilities by the Contractor during operation and maintenance of the Facility; and
 - Operation of the Facilities outside specifications of the Facilities.
- 73.7 The Owner/ Employer shall give the Contractor a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. The Owner/ Employer shall afford all reasonable opportunity for the Contractor to inspect any such defect.
- 73.8 The Owner/ Employer shall provide the Contractor all necessary access to the Facilities and the Site to enable the Contractor to perform its obligations under this Clause (Defect Liability). The Contractor may, with the consent of the Employer/Owner, remove any Plant and Equipment or any part of the Facilities that are defective from the Site, if the nature of the defect and/or any damage to the Facilities caused by the defect is such that repairs cannot be expeditiously carried out at the Site.
- 73.9 If the repair, replacement or making good is of such a nature that it may affect the efficiency of the Facilities or any part thereof, the Employer/Owner may give to the Contractor a notice requiring that tests of the defective part of the Facilities shall be made by the Contractor immediately upon completion of such remedial work, whereupon the Contractor shall carry out such tests.
- 73.10 If such part fails the tests, the Contractor shall carry out further repair, replacement or making good (as the case may be) until that part of the Facilities passes such tests. The tests, in character, shall

in any case be not inferior to what has already been agreed upon by the Employer//Owner and the Contractor for the original equipment/part of the Facilities.

- 73.11 If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than seven (7) days), the Employer/Owner may, following a notice to the Contractor, proceed to do such work, and the costs incurred by the Employer/Owner in connection therewith shall be paid to the Employer/Owner by the Contractor or may be deducted by the Employer/Owner from any monies due to the Contractor or claimed under the Performance Guarantee, without prejudice to other rights, which the Owner/ Employer may have against the Contractor in respect of such defects.
- 73.12 If the Facilities or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by the Employer/Owner because of any of the aforesaid reasons. Upon correction of the defects in the Facilities or any part thereof by repair/replacement, such repair/replacement shall have the defect liability period of twelve (12) months from such replacement.
- 73.13 In addition, the Contractor shall also provide an extended warranty for any such component of the Facilities and for the period of time. Such obligation shall be in addition to the defect liability specified.
- 73.14 The Bidder's liability under this contract for any reason, what so ever, shall be limited to the total Contract Price (Including T & D)

73.15 Limitation of Liability

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

73.16 Guarantee/ Warranty

As enumerated in Clause no. 73 (Defect Liability Period) of GCC, the overall DLP should stand valid for a period of 12 (Twelve) Months from the date of 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. **Guarantee/ Warranty as defined under Section VII, Scope of work and Technical specifications will prevail in this clause**

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

73.16.1 PV modules to be used in grid connected Solar Power Plant must be warranted for peak output wattage, which should not be less than 80% at the end of 25 years.

73.16.2 The modules shall be warranted for at least 10 years for failures due to material defects and workmanship.

73.16.3 The mechanical structures, electrical works and overall workmanship of the grid connected Solar Power Plant must be warranted for a minimum of 10 years.

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

73.17 The warranty / guarantee period shall be as follows:

73.17.1 Solar PV Modules: Modules shall be warranted for a minimum period of 25 years in the Bidder's detailed Warranty / Guarantee certificate.

73.5.2 Power Conditioning Units (PCU)/ Inverters: PCUs shall be warranted for the minimum period of 5 years or guarantee period provided by the OEM, whichever is higher.

73.5.3 Transformers, associated switch gear and others: Bidder must furnish in detail its warranties / guarantees for these items.

73.18 During the period of Warranty / Guarantee the Contractor shall remain liable to replace any defective parts, that becomes defective in the Plant, of its own manufacture or that of its sub-Contractors, under the conditions provided for by the Contract under and arising solely from faulty design, materials, workmanship or any reason attributable to works carried out by the contractor, provided such defective parts are not repairable at Site. After replacement, the defective parts shall be returned to the Contractors works at the expense of the Contractor unless otherwise arranged.

73.19 At the end of guarantee period, the Contractor's liability shall cease. In respect of goods not covered by the GCC Sub Clause, the Employer/Owner shall be entitled to the benefit of such guarantee given to the Contractor by the original Contractor or manufacturer of such goods.

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

74. Care of Works

74.0 From the commencement to completion of the Work, 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/Project Manager shall:

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

b) As soon as reasonably practicable, gives to the Contractor notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the Contractor shall at his own expenses and with all speed make good the defects so specified. In case, Contractor shall fail to do so, the 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/Project Manager 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/Project Manager 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/Project Manager 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 the major Material/Products/Spares of the works & Projects including but not limited to PV Modules, Power Conditioning Units (PCU)/ Inverters, Transformers, Batteries (If applicable) etc the

Contractor shall invariably engage OEMs/Sub-Contractors who are specialists in the field and OEM's/OPM's/firms of repute and such a OEM/OPM/Sub-Contractor shall furnish guarantees/warranties for their workmanship to the Employer/ Owner directly in the name of Employer/ Owner only without any deviation . The Contractor shall give the guarantee/warranty to the Employer/ Owner directly For other minor Material/Products/Spares.

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

For works like water-proofing, acid and alkali resisting materials, pre-construction soil treatment against termite or any other specialized works etc. the Contractor shall invariably engage Sub-Contractors who are specialists in the field and firms of repute and such a Sub-Contractor shall furnish guarantees for their workmanship to the 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. Installation and Training of Employer's/ Owner's Personnel

76.1 Tools & Tackles

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

76.2 Setting up/Supervision/Labor

76.2.1 Bench Mark:

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

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

76.2.2 Contractor's Supervision:

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

76.2.3 Labuor:

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

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

The Contractor shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all labour and personnel to be employed by contractor on the Site.

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

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

76.3 Contractor's Equipment

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

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

76.4 Site Regulations and Safety

The Contractor shall have to provide necessary and adequate safety measures including personal protective equipment and precautions to avoid any accident, which may cause damage to any equipment / material or injury to workmen. The contractor, if required, will provide necessary safety training to workmen. The Owner/ Employer shall not be responsible for any such accidents. Also, contractor shall engage sufficient security guards to protect Facility from any theft and unauthorized access to Site.

76.5 Site Clearance

76.5.1 Site Clearance in Course of Performance

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

76.5.2 Site Clearance after Completion

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

76.5.3 Disposal of Scrap

5 MW (AC) Solar PV Power Plant Project	Tender No <u>SECI/C&P/NIT/2018/VOCPT5</u>	GCC Page 57 of 79	Signature of Bidder
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The Contractor shall with the agreement of the Owner/ Employer promptly remove from the site any 'Scrap' generated during Performance of any activities at site in pursuance of the Contract. The term 'Scrap' shall refer to scrap/ waste/ remnants arising out of the unpacking of equipment, construction debris, breakage of modules, fabrication of structural steel work and piping work at the project site in the course of execution of the contract and shall also include any wastage of cables during the termination process while installing the cables.

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

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

76.5.4 Watch & Ward and Lighting

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

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

5 MW (AC) Solar PV Power Plant Project	<u>Tender No</u> <u>SECI/C&P/NIT/2018/VOCPT5</u>	<u>GCC</u> <u>Page 58 of 79</u>	<u>Signature of Bidder</u>
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- 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 and 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 Clause of this clause) and payment to be made accordingly for the Work actually executed and approved by the Engineer-in-Charge/Project Manager. The sum so ascertained shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the Contractor under the Contract and no further or other payment whatsoever shall be or become due or payable to the Contractor under the Contract.

80.2 Schedule of Rates to be Inclusive

The prices/ 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/Project Manager 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 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 and all quoted and unquoted items/ Services in the Bill of Quantity (BOQ) of the Tender/ Contract. Contract Value of such EPC Contracts comprises of all the related costs required for successful execution of the work. The final payment outlay or total cost of the project will be limited to the total value of the EPC Contract and O & M Contract. Any kind of variations related to Total Contract Value shall be to

Contractor's account. The payment will be made according to the Work 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 For Item Rate Contracts, all measurements shall be recorded in sextuplicate on standard measurement sheets in duly approved formats for scrutiny and passing by Employer/ Owner. Employer/ Owner shall scrutinize and check the measurements recorded on the sheets and shall certify correctness of the same on the measurement sheets.
- 81.1.3 Engineer-in-Charge/Project Manager shall pass the bills after carrying out the comprehensive checks in accordance with the terms and conditions of the Contracts, within 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/Project Manager.
- 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 Void

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/Project Manager.

83. Running Account Payments to be regarded as Advance

83.1 All running account payments shall be regarded as payment by way of advance against the final payment only and not as payments for Work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the Contract, or any part thereof, in this respect, or of the occurring of any claim by the Contractor, nor shall it conclude, determine or affect in any way the powers of the Employer/ Owner under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the Contract. The final bill shall be submitted by the Contractor within 01 (One) Month of the date of physical completion of the Work; otherwise, the Engineer-in-Charge/Project Manager'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/Project Manager that he claims extra payment. Such notice shall be given to the Engineer-in-Charge/Project Manager upon which Contractor bases such claims and such notice shall contain full particulars of the nature of such claim with full details of amount claimed. Irrespective of any provision in the Contract to the contrary, the Contractor must intimate his intention to lodge claim on the 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/Project Manager shall review such claims within a reasonably period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, Contractor shall be obliged to carry on with the Work during the period in which his claims are under consideration by the 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

5 MW (AC) Solar PV Power Plant Project	<u>Tender No</u> <u>SECI/C&P/NIT/2018/VOCPT5</u>	<u>GCC</u> <u>Page 62 of 79</u>	<u>Signature of Bidder</u>
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- 85.1 Payment due to the Contractor shall be made by the Employer/ Owner either by e-Payment or e-Banking or by Account Payee Cheque forwarding the same to registered office or the notified office of the Contractor.

In case the payment shall be made through e-payment, E-PAYMENT- Payment of contractor bills through Bank:-Payment due to the contractor may , if so desired by him by made to the Bank instead of direct to him provided that the contractor furnishes to the Engineer – in- charge (1) an authorization in the form of a legally valid account such as power of attorney conforming authority on the Bank to receive payments and (2) his own acceptance of the correctness of the account made out as being due to him by employer or his signature on the bill or other claim preferred against employer before settlement by the Engineer – in charge of the account or claim by payment to the Bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment the contractor should wherever present his bills duly receipted and discharged through his bankers. Nothing here in contained shall operate to create in favour of the Bank any rights or equities vis – a vis the Board. The date on which e – payment to the contractor by the employer will be considered as the date of payment for all purposes. Delay in making such payments by the employer due to to exceptional circumstances shall not nullify or vitiate in any way or other the conditions of the contract and the contractor shall have no claim on this account. The e-payment format as provided in Section-VII

The Engineers may by any certificate make any correction or modification in any previous certificate which shall be issued by him and shall have power to with hold any certificate if the work or any part thereof is not being carried out to his satisfaction Balance payment will be released on completion of work to the satisfaction of Engineer's Representative. No claim will be entertained by the Port in this account.

For the e- payment Port has made working arrangements with the following Bankers

- a)State Bank of India, Main Office, Tuticorin
- b)Indian Overseas Bank, harbour Branch

The arrangements designed to work are as follows The amount due to the payee will be intimated to the Port Bankers in the form of Electronic messages. The Bank will arrange to credit the amount to the parties account through electronic transfer failing which by other modes as detailed further.

If the payees account is with any of the computerised & net worked branches of the above named Banks, the amount due to the payee will be credited to the payee instantly with payment of Bank charges.

In no case, will Employer/ Owner be responsible if the payment shall be made through cheque is mislaid or misappropriated by unauthorized person/ persons. In all cases, the Contractor shall present his bill duly pre-receipted on proper revenue stamp payment shall be made in Indian Currency.

In all other cases, payment will be arranged through RTGS/ NEFT, for this bank charges at the appropriate rates will be payable by the payee.

- 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

5 MW (AC) Solar PV Power Plant Project	<u>Tender No</u> <u>SECI/C&P/NIT/2018/VOCPT5</u>	<u>GCC</u> <u>Page 63 of 79</u>	<u>Signature of Bidder</u>
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- 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/Project Manager 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/Project Manager 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/Project Manager 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/Project Manager. 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/Project Manager 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/Project Manager.
- 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/Project Manager 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/Project Manager 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/Project Manager 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 (in line with the given SOR Format) whether on the works contract as a whole or in respect of bought out components used by the Contractor in execution of the Contract. 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 of taxes 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

94.1 During the entire Contract period including O&M period, i.e., during Construction & O&M period, all insurance related expenses shall be borne by the Contractor. The goods supplied under the Contract shall be fully insured against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in such a manner that Employer/Owner shall not incur any financial loss, as long as the plant continues to remain under the custody of the Contractor. During O&M period also (after the Contract period is over), the insurances shall be in the scope of the contractor.

94.2 In case of any loss or damage or pilferage or theft or fire accident or combination of the said incidents etc. under the coverage of insurance, the Contractor shall lodge the claim as per rules of insurance. Any FIR required to be lodged to local Police Station shall be the responsibility of the Contractor.

94.3 The Contractor shall arrange to supply/ rectify/ recover the materials even if the claim is unsettled for timely completion of the project. The final financial settlement with the insurance company shall rest upon the Contractor.

94.4 In case of any delay of the project attributable to the Contractor, the Contractor himself in consultation with Owner/Employer should take the extension of insurance. Any financial implications shall, however, be borne by the Contractor.

94.5 The Contractor should arrange for providing insurance coverage to its workmen under Workmen's Compensation Act or similar Rules and Acts as applicable during execution of work for covering risk against any mishap to its workmen. The Contractor shall also undertake a Third Party Insurance. The Owner/ Employer will not be responsible for any such loss or mishap.

94.6 All other insurance like In – transit insurance (Marine/ Cargo/ others as applicable), Contractor All Risk, Erection All Risk, workmen compensation , third party liability, insurance against theft and acts of GOD and others as required for the Construction and O&M of the Plant and to indemnify the Employer/ equipment/ material and resources shall be borne by the Contractor. Fire insurance is to be arranged by the Contractor up to the years of O&M of the Contract.

- 94.7 Owner/ Employer shall be named as co – insured under all insurance policies taken out by the contractor pursuant to GCC Clause, except for the workmen compensation, third party liability and Owner's/Employer's liability insurances. Also, Contractors' sub – contractor shall be named as co – insured under all insurances taken out by the contractor pursuant to GCC Clause except for Cargo insurance, workmen compensation insurance and Employer's/Owner's liability insurance. All insurers' rights of subrogation against such co – insured for losses or claims arising out of the performance of the contract shall be waived under such policies.
- 94.8 All the insurance cover taken for the construction and O&M period shall be seamless in nature.
- 94.9 The insurance are to be suitably taken for the activity/ act which is required to cover all the risks associated to the activity / act. The contractor shall be responsible to take suitable insurance till the completion of the O&M contract and indemnify the Employer/Owner from all associated risks whatsoever.

94.10 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/Project Manager to the Contractor on actual basis”.

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

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

94.12 Accident or Injury to Workmen

5 MW (AC) Solar PV Power Plant Project	<u>Tender No</u> SECI/C&P/NIT/2018/VOCPT5	<u>GCC</u> Page 67 of 79	<u>Signature of Bidder</u>
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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.

94.13 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.

94.14 Comprehensive Automobile Insurance

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

94.15 Comprehensive General Liability Insurance

a) This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractor's or from riots, strikes and civil commotion.

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

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

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/OWNER:

Contractor shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to 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 & Indemnity Bond

- 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)/shramsuvudha portal at <http://shramsuvudha.gov.in> 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/Project Manager.

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/Project Manager 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.

ix) The Engineer-in-Charge/Project Manager 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/Project Manager 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/Project Manager 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/Project Manager in this respect shall be final and binding.

xi) The Contractor shall also indemnify to keep the Owner/ Employer harmless from any act of omission or negligence on the part of the Labour Laws compliance in following the statutory requirements with regard to Labour laws. Against the signing of the contract, The Indemnity Bond shall be furnished by contractor as per Format enclosed under Forms and Formats for the labour law compliance . Further, in case the laws require the Employer/Owner to take prior permission of the relevant Authorities before handing over the scrap to the Contractor, the same shall be obtained by the Contractor on behalf of the Employer/Owner.

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/Project Manager 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/Project Manager and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred to in Clause 95 and elsewhere and all actions, proceedings, claims, demands, costs and expenses which may be made against the Employer/ Owner for or in respect of or arising out of any failure by the Contractor in the performance of his obligations under the Contract Document. The Employer/ Owner shall not be liable for or in respect of or arising out of any failure by the Contractor in the performance of his obligations under the Contract Document. The Employer/ Owner shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workmen or other person. In the employment of the Contractor or his Sub-Contractor the Contractor shall indemnify and keep indemnified the Employer/ Owner against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

98.2 Payment of Claims and Damages

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

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

99. Health and Sanitary Arrangements for Workers

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

5 MW (AC) Solar PV Power Plant Project	<u>Tender No</u> <u>SECI/C&P/NIT/2018/VOCPT5</u>	<u>GCC</u> <u>Page 71 of 79</u>	<u>Signature of Bidder</u>
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100 A. Adjudicator

100 A.1 If any dispute of any kind whatsoever shall arise between the Owner/Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the facilities-whether during the progress of the facilities or after their completion and whether before or after the termination, abandonment or breach of the contract-parties shall seek to resolve such a dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.

100 A.2 The dispute adjudication board (DAB) shall consists of either one or three suitably qualified member ("the Members").

100 A.3 If the DAB consists of three members, each party shall nominate one member for the approval of the other party. The parties shall consult both the members and shall agree upon third member, who shall be appointed as Chairman of DAB.

100 A.4 The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Owner/Employer or the Contractor within fifty – six (56) days of such reference, the decision shall become final and binding upon the Owner/Employer and the Contractor. Any decision that has become final and binding shall be implemented by the parties forthwith.

100 A.5 Should the Adjudicator resign or prolonged absence from work assigned due to unforeseen circumstances, or should the Owner/Employer and the Contractor agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the contract, a new Adjudicator shall be jointly appointed by the Owner/Employer and the Contractor. Failing agreement between the two within twenty eight (28) days, the new Adjudicator shall be appointed at the request of either party or by the Appointing Authority The adjudicator shall be paid fee plus reasonable expenditures incurred in the execution of its duties as adjudicator under the contract. This cost shall be divided equally between the Owner/Employer and the Contractor.

100 B. Arbitration

100 B.1 Unless otherwise specified, the matters where decision of the Engineer-in-Charge/Project Manager 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 B.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 **"Thoothukudi/High court of Madras, Chennai and Madurai bench "** for the purposes of disputes, actions and proceedings arising out of the Contract, the courts at **"Thoothukudi/ High court of Madras, Chennai and Madurai bench"** only will have the jurisdiction to hear and decide such disputed, actions and proceedings.

[J] SAFETY CODES

102. General

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

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

103. Safety Regulations

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

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

104. First Aid and Industrial Injuries

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

ii) Contractor shall make 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 under-cutting shall be done.

109. Demolition/ General Safety

- 109.1 i) Before any demolition work is commenced and also during the progress of the demolition work
- a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - b) No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.
 - c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
- ii) All necessary personal safety equipment as considered adequate by the Engineer-in-Charge/Project Manager, 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/Project Manager. As regards Contractor's machines, the Contractor shall notify the safe working load of the machine to the Engineer-in-Charge/Project Manager whenever he brings any machinery to Site of Work and get it verified by the Engineer concerned.

v) Motors, gears, transmission lines, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as to reduce to minimum the accidental descent of the load, adequate precautions should be taken to reduce the minimum risk of any part or parts of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves, and boots as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

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

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

viii) To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the Contractor shall be open to inspection by the Welfare Officer, Engineer-in-Charge/Project Manager 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/Project Manager. They will have to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders/ inflammable liquid/ paints etc. as advised by Engineer-in-Charge/Project Manager. Temporary combustible structure will not be built near or around the work-site.

113. Explosives

5 MW (AC) Solar PV Power Plant Project	<u>Tender No</u> <u>SECI/C&P/NIT/2018/VOCPT5</u>	<u>GCC</u> <u>Page 77 of 79</u>	<u>Signature of Bidder</u>
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- 113.1 Explosives shall not be stored or used on the Work or on the Site by the Contractor without the permission of the Engineer-in-Charge/Project Manager in writing and then only in the manner and to the extent to which such permission is given. When explosives are required for the Work they will be stored in a special magazine to be provided at the cost of the Contractor in accordance with the Explosives Rules. The Contractor shall obtain the necessary license for the storage and the use of explosives and all operations in which or for which explosives are employed shall be at sole risk and responsibility of the Contractor and the Contractor shall indemnify the Employer/Owner against any loss or damage resulting directly or indirectly therefrom.

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/Project Manager 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/Project Manager 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/Project Manager in such matters based on reports from the Inspecting Officer or from representatives of Engineer-in-Charge/Project Manager 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/Project Manager'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/Project Manager 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



Tender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of
5 MW (AC) Solar PV Power Plant including 10 Years Plant
O&M at V.O. Chidambaranar Port Trust, Thoothukudi (Tuticorin), Tamil Nadu



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, Prius Platinum 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>V.O. Chidambaranar port Trust, Thoothukudi (Tuticorin), Tamil Nadu - 628004,</p> <p>Kind Attn.: Shri R. Bhaskar</p> <p>Telephone Nos.: - 0091-(0) 0461-2352214 Fax No.: - 0091-(0) 0461-2354274 E mail: info@vocport.gov.in, cmevocpt@gmail.com,</p>
2.		<p>The Engineer-in-Charge is:</p> <p>"To be nominated"</p>
3.		<p>Time for Completion is:</p> <p><u>06 (Six) Months</u> from the date of issuance of NOA/ LOI/ LOA as detailed below in Table No. 3.1.</p> <p>Further Contractor is also to provide Operation & Maintenance Contract of Solar Photo Voltaic Plant for a period of 10 (Ten) years from the date of Operational Acceptance of the Plant.</p>

Table No. 3.1

S. No.	Stage	Reference from D
3.1.1	Issue of NOA/ LOI/ LOA	Zero Date (D)
3.1.2	Detailed Engineering Design and Drawing Approvals & Procurement Planning and Approval	D + 2 Month
3.1.3	Completion of supply of major equipment like SPV Modules (including structure for the above), Power Conditioning Units, transformers etc.	D + 3 Months
3.1.4	Installation of all Major Equipment	D + 4 Months
3.1.5	Interconnection of all Major Equipments and Completion of Installation	D + 5 Months
3.1.6	Completion, Testing and Pre-Commissioning of Solar PV Power Plant	
3.1.7	Commissioning of Plant along with Completion of Facilities in line with Technical/ Functional/ Performance Requirement stated under this Tender Document along with demonstration of PG Tests as mentioned in the SCC	<u>D + 6 Months</u>

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
4.	Location of Site (Clause No. 2.1.a)	<p>The Location of Site is:</p> <p>The Grid Connected Solar PV Power Plant shall be installed at the designated land location of V.O. Chidambaranar port Trust, Thoothukudi (Tuticorin), Tamil Nadu – 628004</p> <p>The contractor has to suitably plan the layout of the Plant including shadow analysis for optimum utilization of Space and the structural analysis. For actual distance/ routing of cables & evacuation, Bidders are advised to visit the site. The allocated land will be handed over to the Contractor by the owner.</p> <p>The project sites are within the coastal regulatory zone (CRZ) hence the contractor shall strictly follow proper care, work permit & safety system. (Refer Section-VII for the Project site layout)</p>
5.	New Clause (Notice of Operation)	The Contractor shall not carry out important operation without the consent in writing of the Employer/Owner or his representative. For carrying out such important activity, the Contractor shall intimate to the Employer/Owner at least 72 hours before starting of the job.

5 MW (AC) Solar PV Power Plant Project	Tender No <u>SECI/C&P/NIT/2018/VOCPT5</u>	SCC <u>Page 3 of 11</u>	Signature of <u>Bidder</u>
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SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
6.	New Clause (Contract Performance Security)	<p>Against EPC/ LSTK Contract & O&M Contract of the project, within 15 (Fifteen) days from the issuance of the Notification of Award/ Letter of Intent/ Letter of Allocation from Owner, the successful bidder shall furnish an unconditional and irrevocable Contract Performance Security as below. The Contract Performance Security shall be in the form of either through NEFT/ RTGS transfer in the account of SECI or 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 "V.O. Chidambaranar port Trust, Thoothukudi (Tuticorin), Tamil Nadu".</p> <p>The Contract Performance Security against this Contract need to be furnished in 02 (Two) different stages as mentioned below: -</p> <ol style="list-style-type: none"> 1. First Stage: The value of the Contract Performance Security shall be 10% of the Contract Value (i.e., total sum of the Supply Contract & Service Contract) and will remain valid 90 (Ninety) days beyond half of the prescribed O & M Period, i.e. 5 (five) Years. Henceforth, 10% Contract Performance Security needs to be furnished for the first 5 (five) Years of the O & M period. 2. Second Stage: The Performance security shall be furnished 30 days prior to completion of first 5 years of O&M and value of the Contract Performance Security shall be 5% of the Contract Value (i.e., total sum of the Supply Contract & Service Contract) and will remain valid 90 (Ninety) days beyond the balance O & M Period, i.e. 5 (five) year. Henceforth, 5% Contract Performance Security needs to be furnished for the last 5 (five) year of the O & M period. 3. Contractor needs to furnish the revised Contract Performance Security amounting 5% of the total Contract Value as mentioned above within the validity period of the Contract Performance Security submitted at First Stage. 4. In case the Contractor fails to furnish the Contract Performance Security mentioned under the Second Stage within the indicated time period as mentioned above under point no. 3, Employer/ Owner at their sole discretion will forfeit the Contract Performance Security furnished at First Stage. 5. The Contract Performance Security shall be towards faithful performance of the contractual obligations and performance of equipment. 6. In case of any default or failure of the Contractor to comply with the requirements of any of the Obligations covered under this Tender Document and/ or Contract Agreement shall constitute sufficient grounds for forfeiture of the entire Contract Performance Security.

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
		<p>7. Further, any delay beyond 25 (Twenty Five) 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 40 (Forty) days from issuance of NOA/ LOI/ LOA. However, total project completion period shall remain same. Part Security shall not be accepted.</p> <p>8. Rest of the standard Performance Security clauses will prevail as per ITB clause 38</p> <p>Contract Performance Security submitted shall be released to the Contractor without any interest not later than 75 (Seventy-Five) days after the successful completion of the complete O&M period (5 Years) subject to the approval and acceptance of the O&M period deliverables by the Engineer in charge/Technical Team.</p>
7.	New Clause (Performance Measurement Procedure)	The Plant performance will be evaluated as defined under Section VII, Scope of Work and Technical Specifications, "PERFORMANCE GUARANTEE TEST PROCEDURE"
8.	New Clause (Compensation for PR and CUF deviations)	<p>1. During the Operational Acceptance any shortfall in the Performance Ratio (PR) as determined through the PR Test Procedure specified Section VII, Scope of Work and Technical Specifications, Annexure – B "PERFORMANCE GUARANTEE TEST PROCEDURE", will attract imposition of penalty. For every 0.01 shortfall in PR below 0.78 by the bidder, a penalty of 0.1% of the total Contract Value (i.e., total sum of all the Supply Contract, Service Contract and absolute value of O & M Contract) shall be levied. In case the Plant PR result is 0.05 below 0.78, i.e., 0.73 or lower, the total Contract Performance Security submitted by the bidder will be forfeited. In case the Contract Performance Security has already been encashed on account of delays, the due amount will be recovered from the Final Instalment of the EPC payable at the end of the first year (as per the Terms of Payment specified in SCC)</p> <p>2. Difference in units derived from committed and achieved CUF x Rs. 8; for period after commissioning till the O&M contract closure. The CUF shall be evaluated as per the formula mentioned Section VII, Scope of Work and Technical Specifications.</p> <p>3. In case the Project fails to generate any power continuously for 1 month any time during the O&M period, otherwise than due</p>

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
		<p>to the force majeure and grid outages as certified by competent authority from STU/ CTU, it shall be considered as “an event of default”. In the case of default the entire Contract Performance Security will be forfeited.</p> <p>4. Penalty during O&M period against breakdown of other Infrastructure of Solar Power Plant which doesn't affect the generation of power, directly such as but not limited to civil infrastructure, water supply system/network, other Infrastructure developed by the Contractor as a Scope of Work for the Project (Section-VII: Scope of Works & Technical Specifications) shall be penalised @ Rs.1000/day, per incident of breakdown reported beyond 48 Hours of such reporting. Cumulative value of such penalty shall be limited to 50% of yearly O&M cost.</p> <p>5. The Penalty specified on account of delays, as specified in Liquidated Damages and Penalty specified on account of deviations in Functional Guarantees as above shall be assessed independent of each other. Above mentioned Penalties specified under this clause of SCC are independent of each other.</p>
9.	New Clause (Award of Contract)	<p>Owner shall issue separate Orders (NOA/ LOI/ LOA) for different components of the contract i.e.,</p> <p>(i) First Contract (Supply and Service): FOR destination basis Supply including Transportation for delivery at site and Insurance of all Equipments and materials including mandatory spares and any other supplies specified in the Contract Documents & providing all services i.e., including Unloading, Storage, Handling at Site, Civil Works, Erection, Installation, Testing and Commissioning including Performance Testing in respect of all the Equipments supplied under the scope of Supply and any other services specified in the Contract Documents..</p> <p>(ii) Second Contract (O&M): For providing Comprehensive operation & maintenance of the Solar PV plant for 10 (Ten) years from the date of commissioning or Operational Acceptance, whichever is later, as detailed in technical specification including supply and storage of all spare parts, consumables, repairs/ replacement of any defective equipment etc.</p> <p>Both contracts will contain a cross fall breach clause specifying that breach of one will constitute breach of the other</p>
10.	New Clause (Payment Terms)	<p>A. The payment for the First Contract (related to Supply Portion) shall be made as per the following terms and conditions:</p>

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
		<p>i) Interest bearing adjustable initial advance (OPTIONAL) of 10% of the Contract Value (i.e., total sum of all the Supply Contract & Service Contract) shall be released to successful bidder upon receipt of unconditional acceptance of NOA/ LOI/ LOA, detailed Performa invoice of contractor and against submission of unconditional & irrevocable Advance Bank Guarantee (ABG) with a validity period up to date of final commissioning total amounting to 110% of total advance amount. The ABG needs to be submitted in addition to the Contract Performance Security. The annual interest rate shall be calculated based on SBI one year MCLR as applicable.</p> <p>ii) Seventy percent (70%) payments shall be paid on Pro rata basis against supply, receipt and acceptance of Materials at site on submission of documents (except Advance Bank Guarantee) indicated under clause i) above, Contractor's detailed invoice & packing list identifying contents of each shipment, evidence of dispatch (GR/ LR copy), Manufacturer's/ Contractor's Guarantee certificate of Quality, submission of the certificate by the 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 erection, testing and commissioning of materials at site and Operational Acceptance of the Facility pursuant to successful Guarantee Tests and demonstration of Performance Ratio (PR) including submission of all as-built drawings and documents.</p> <p>(iv) Final Ten percent (10%) payment of Supplies shall be paid after CUF demonstration on completion of first year of O&M of the Facility pursuant to submission of all requisite documentation. However, this Payment may also be released after demonstration of PR and submission of all requisite documentation on the submission of Bank Guarantee of equivalent amount. The BG shall be valid up to demonstration of CUF for the successful first year of Operation. However, in case of delay, the BG shall be extended suitably.</p> <p>B. Now, In first Contract for 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>In accordance with the provisions of clause 94.10 of GCC, it shall be the responsibility of the Contractor to comply with all the statutory requirements of EPFO and ESIC within due time period. It shall be the responsibility of the Contractor to duly deposit all the PF and ESIC contribution to the Authorities, of the manpower deployed by them on</p>

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
		<p>the project. These payments shall be released/reimbursed to the Contractor on production of challan stating proof of deposition of amount with the authorities.</p> <p>However, it may be noted that the amount towards EPF and ESIC is not over and above the Contract Value. Contract Value is assumed to be inclusive of all such amounts (PF and ESI contribution of the Employer). Thus, in order to ensure the compliance with these requirements, Owner will release the payment to the Contractor in accordance with the following mechanism:- Amount towards PF and ESI Contribution will be presumed to be included in Service Part of the Contract. Accordingly, respective progressive/stage payments under Service Contract will be released to the Contractor after ensuring/obtaining copies of following documents from the contractor:-</p> <ol style="list-style-type: none"> 1. Copies of EPF/ESIC Challan 2. Wage Sheet duly certified by the Engineer in Charge/Project Manager/Authorized Signatory of the Employer/Owner 3. Attendance Sheet of the manpower deployed by the Contractor on the Project which will be duly counter certified by Engineer in Charge/Project Manager/Authorized Representative of Employer/Owner. <p>In case the Contractor could not produce the required documents at the time of its claim for any progressive/stage payment under Service Contract, Employer/Owner shall be at liberty to deduct the amount equivalent to the PF/ESIC (for the period for which manpower has been deployed on the project) from that stage payment which will be released to the Contractor later on only on production of required documents.</p> <p><u>Further, such kind of adjustments may be made by Owner/Employer from either First Portion or the Second Portion of the Service Contract.</u></p> <p>i) For the First Portion of the Service part of First Contract (i.e. Erection, Testing and Commissioning Portion), the payment shall be made as detailed below: -</p> <p>(a) Eighty Percent (80%) of the total price of Design, Engineering, Erection, Testing and Commissioning shall be paid on pro-rata basis on completion of installation of equipment on certification by the Engineer-In-Charge/ Project Manager for the quantum of work completed after successful clearance of quality check points involved in the quantum of work billed.</p> <p>(b) Ten Percent (10%) of the total price of Design, Engineering, Erection, Testing and Commissioning shall be paid on Operational Acceptance of the Facility pursuant to successful integration with</p>

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
		<p>existing internal grid system, Guarantee Tests and demonstration of PR.</p> <p>(c) Final Ten percent (10%) payments shall be paid after CUF demonstration after first year of O&M of the Facility pursuant to submission of all requisite documentation. However, this Payment may also be released after successful Guarantee Tests and demonstration of PR and submission of all requisite documentation on the submission of Bank Guarantee of equivalent amount. The BG shall be valid up to demonstration of CUF for the successful first year of Operation. However, in case of delay, the BG shall be extended suitably.</p> <p>ii) For the Second Portion of the Service part of First Contract (i.e. Civil & Allied Works), the payment shall be made as detailed below: -</p> <p>(a) Eighty Percent (80%) of the total price of Civil Works shall be paid progressively on certification by the Project Manager/ Engineer In - Charge for the quantum of work completed/ Milestones achieved after successful clearance of quality check points involved in the quantum of work.</p> <p>(b) Ten Percent (10%) of the total price of Civil Works shall be paid on completion of all the civil works including finishing and debris removal.</p> <p>(c) Final Ten (10%) of the total price of Civil Works shall be paid after CUF demonstration after first year of O&M of the Facility pursuant to completion of all the civil works including finishing and debris removal. However, this Payment may also be released after completion of all the civil works including finishing and debris removal on submission of Bank Guarantee of equivalent amount. The BG shall be valid up to demonstration of CUF for the successful first year of Operation. However, in case of delay, the BG shall be extended suitably.</p> <p>C. For the Second Contract (related to Operation & Maintenance Part), the payment shall be made as detailed below: -</p> <p>(a) Against successful Operation and Maintenance of the Facility on quarterly basis at the end of every quarter for each year till 10 (Ten) years. The O&M of the plant will commence from the date of Operational Acceptance/Commercial Operations Date of the facility.</p> <p>(i) Year 1 : OM -1 (ii) Year 2 : OM -2 (iii) Year 3 : OM -3 (iv) Year 4 : OM -4 (v) Year 5 : OM -5 (vi) Year 6 : OM -6 (vii) Year 7 : OM -7 (viii) Year 8 : OM -8</p>

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
		<p>(ix) Year 9 : OM -9 (x) Year 10 : OM -10</p> <p>D. All the payment shall be released from Owner's Head Office, Tuticorin 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.</p>
11.	New Clause (Starting of Works)	<p>The date of issue of Notification of Award (NOA) shall be treated as the Zero day for the start of work & there by Contract Timeline. The Contractor shall be required to start the work within 15 (fifteen) days from the date of issue of Notification of Award (NOA) and shall thereof, report to the Project Manager/ Engineer-in-charge accordingly. During these 15 days following things are to be accomplished;</p> <p>(a) PM/ EIC at its own discretion may call a kick-off meeting, where broader guidelines of EPC shall be discussed.</p> <p>(b) Contractor's representative from Procurement, design, Project Execution team shall participate in this meeting & submit their Plan with respect to EPC works.</p> <p>(c) Contractor shall submit the baseline schedule of Project activities within 15 days from the date of NOA</p> <p>(d) Communication Protocol for Project coordination to be frozen by the PM/EIC, within this timeline Contractor must identify & communicate the details of their nodal persons for Procurement, Design & Execution.</p>
12.	New Clause (Handing Over – Taking Over)	<p>The work shall be taken over by the Owner upon successful completion of all tasks to be performed at Site(s) on equipment supplied, installed, erected and commissioned by the Contractor in accordance with provision of Tender Document. During handing over complete project work, the Contractor shall submit the following for considering final payment:</p> <p>(a) All as- Built Drawings and documents as per the contract coordination procedure set out for the successful completion of the project.</p> <p>(b) Detailed Engineering Document with detailed specification, schematic drawing, circuit drawing, cable routing plans and test results, manuals for all deliverable items, Operation, Maintenance & Safety Instruction Manual and other information about the project.</p> <p>(c) Bill of material.</p> <p>(d) Inventory of recommended and mandatory spares at project Site.</p>

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
		(e) Immediately after taking over of complete facilities (s), the same will be handed over to the Contractor for Operation & Maintenance for a period of as mentioned in the bidding document.



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-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT (EMD)"
F-6	NO DEVIATION CONFIRMATION
F-7	DECLARATION REGARDING BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.
F-9	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY"
F-13	BIDDER'S EXPERIENCE
F-16	FORMAT OF CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-17	FORMAT FOR JOINT VENTURE/CONSORTIUM AGREEMENT
F-17A	FORMAT FOR POWER OF ATTORNEY FOR JOINT VENTURE/CONSORTIUM AGREEMENT
F-18	VOID
F-18A	VOID
F-19	STANDARD E-PAYMENT FORMAT
F-20	PROFORMA OF "BANK GUARANTEE" FOR "ADVANCE PAYMENT"
F-22	LIST OF BANKS
F-23	SHAREHOLDING CERTIFICATE
F-24	POWER OF ATTORNEY FOR BIDDING COMPANY

Form F-0

COVERING LETTER

(The Covering Letter should be submitted on the Letter Head of the Bidding Company)

Ref.No. _____

Date: _____

From: _____ (Insert name and address of Bidding Company)

Tel. #: _____

Fax #: _____

E-mail address# _____

To

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

Sub: Bid for "Tender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of 5 MW (AC) Solar PV Power Plant including 10 Years Plant O&M at V.O. Chidambaranar Port Trust, Thoothukudi (Tuticorin), Tamil Nadu "

Dear Sir / Madam,

1. We, the undersigned.... [insert name of the 'Bidder'] having read, examined and understood in detail the tender Document for "Tender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of 5 MW (AC) Solar PV Power Plant including 10 Years Plant O&M at V.O. Chidambaranar Port Trust, Thoothukudi (Tuticorin), Tamil Nadu" hereby submit our Bid comprising of Techno Commercial Bid and Price Bid. We confirm that neither we nor any of our Parent Company/ Affiliat / Ultimate Parent Company has submitted Bid other than this Bid directly or indirectly in response to the aforesaid tender.
2. We give our unconditional acceptance to the tender, dated..... and tender documents attached thereto, issued by Solar Energy Corporation of India Limited, as amended. As a token of our acceptance to the tender documents, the same have been initialled by us and enclosed to the Bid. We shall ensure that we execute such tender documents as per the provisions of the tender and provisions of such tender documents shall be binding on us.
3. Bid Capacity

We have bid for the capacity of 5 MW (AC).

**5 MW (AC) Solar PV
Power Plant Project**

**Tender No
SECI/C&P/NIT/2018/VOCPT5**

**SAMPLE
FORMS
Page 4 of 30**

**Signature of
Bidder**

4. Bid Processing Fees

We have enclosed a Bid Processing Fees of INR..... (*Insert Amount*), in the form of Demand Draft/ Banker's Cheque no..... (*Insert reference of the DD/ Banker's Cheque*) dated..... (*Insert date of DD/ banker's cheque*) from (*Insert name of Bank providing DD/ banker's cheque*) and valid up to and including in terms of Clause of this tender.

5. Earnest Money Deposit

We have enclosed an Earnest Money Deposit of INR..... (*Insert Amount*), in the form of bank guarantee no..... (*Insert reference of the bank guarantee*) dated..... (*Insert date of bank guarantee*) as per Format F-4 from (*Insert name of Bank providing BG*) and valid up to and including in terms of Clause of this tender. The offered quantum of power by us is ____ 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. In case we are a Successful Bidder, we shall furnish a declaration at the time of commissioning of the Project to the effect that neither we have availed nor we shall avail in future any Incentive other than received from SECI for implementation of the project.

8. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by Solar Energy Corporation of India Limited in respect of any matter regarding or arising out of the tender shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to execution of projects of capacity offered by us.

9. Familiarity with Relevant Indian Laws & Regulations

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the tender documents, in the event of our selection as Successful Bidder. We further undertake and agree that all such factors as mentioned in tender have been fully examined and considered while submitting the Bid.

10. Contact Person

Details of the contact person are furnished as under:

Name :
Designation :
Company :
Address :
Phone Nos. :

5 MW (AC) Solar PV Power Plant Project	Tender No <u>SECI/C&P/NIT/2018/VOCPT5</u>	SAMPLE FORMS Page 5 of 30	<u>Signature of Bidder</u>
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Tender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of
5 MW (AC) Solar PV Power Plant including 10 Years
Plant O&M at V.O. Chidambaranar Port Trust, Thoothukudi (Tuticorin), Tamil Nadu



Fax Nos. :

E-mail address :

11. We are enclosing herewith the Envelope-I (Covering Letter, Processing Fees, EMD etc through Offline and Online, Techno-Commercial documents through online as per clause no. 11.I of Section - II, ITB) and Envelope II (Price Bids) (through online) containing duly signed formats, each one duly sealed separately, in one original as desired by you in the tender for your consideration as per clause no. 11.0 of Section - II, ITB.

It is confirmed that our Bid is consistent with all the requirements of submission as stated in the tender and subsequent communications from Solar Energy Corporation of India Limited. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the tender and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period as specified in **BDS {180 (One Hundred and Eighty Days)}** from the date of opening of **"Techno-Commercial/ Un-priced Bid (Envelope-I)"**. We confirm that we have not taken any deviation so as to be deemed non-responsive.

Dated the _____ day of _____, 20....

Thanking you,

We remain,

Yours faithfully,

Name, Designation and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration. Copy of Power of Attorney/ Board Resolution/ Declaration should be enclosed along with Covering Letter.

5 MW (AC) Solar PV
Power Plant Project

Tender No
SECI/C&P/NIT/2018/VOCPT5

**SAMPLE
FORMS**
Page 6 of 30

Signature of
Bidder

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	GST ID (Proof to be submitted – GST No acknowledgement OR Email from GoI)	
17	GSTN Address	

Sr. No.	Description	Remarks
18	PF Registration Number with Details	(Copy of Registration to be enclosed)
19	ESI Registration Number with Details	(Copy of Registration to be enclosed)
20	Have the Bidder/ Company ever been debarred by any Govt. Dept./ Undertaking for undertaking any work/Ministry	Yes/No (If answer is YES, please provide details)
21	Reference of any document information attached by the Bidder other than specified in the tender.	
22	Whether the Bidder wishes to form a Project Company for execution of work	Yes/No
23	Bidding company is listed in India	Yes/No
24	Whether company is MSME as on the bidding date	Yes/No
25	Whether Bidders under any Liquidation court receivership or similar proceedings	Yes/No

(Signature of Authorized Signatory)

With Stamp

5 MW (AC) Solar PV Power Plant Project	Tender No <u>SECI/C&P/NIT/2018/VOCPT5</u>	<u>SAMPLE FORMS</u> Page 8 of 30	<u>Signature of Bidder</u>
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Form F-4

**PROFORMA OF BANK GUARANTEE FOR EARNEST
MONEY DEPOSIT (EMD)**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Ref. _____

Bank Guarantee No. _____

Date: _____

In consideration of the -----[Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to NIT inter alia for selection of the Project in response to the NIT No. _____ dated _____ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the NIT of[insert the name of the Bidder] as per the terms of the NIT, the _____ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of SECI] forthwith on demand in writing from SECI or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees -----[Insert amount]only, on behalf of M/s. _____ [Insert name of the Bidder] .

This guarantee shall be valid and binding on this Bank up to and including _____ [insert date of validity in accordance with NIT] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only). Our Guarantee shall remain in force until _____ [insert date of validity in accordance with NIT]. SECI shall be entitled to invoke this Guarantee till _____ [Insert date which is 30 days after the date in the preceding sentence].

The Guarantor Bank hereby agrees and acknowledges that the SECI shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to SECI.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [Insert name of the Bidder] and/or any other person.

5 MW (AC) Solar PV Power Plant Project	Tender No <u>SECI/C&P/NIT/2018/VOCPT5</u>	SAMPLE FORMS Page 9 of 30	Signature of Bidder
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Tender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of
5 MW (AC) Solar PV Power Plant including 10 Years
Plant O&M at V.O. Chidambaranar Port Trust, Thoothukudi (Tuticorin), Tamil Nadu



The Guarantor Bank shall not require SECI to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly SECI shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until _____ [Date to be inserted on the basis of this NIT] with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For

_____ [Insert Name of the Bank] _____

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Bank Contact Details & E Mail ID is to be provided

5 MW (AC) Solar PV Power Plant Project	Tender No <u>SECI/C&P/NIT/2018/VOCPT5</u>	SAMPLE FORMS <u>Page 10 of 30</u>	<u>Signature of Bidder</u>
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Form F-6

NO DEVIATION CONFIRMATION
(To be submitted on the Letter Head of the Bidding Company)

Ref.No. _____

Date: _____

From: _____ (Insert name and address of Bidding Company)

Tel.#: _____

Fax#: _____

E-mail address# _____

To

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

Sub: Bid for ""Tender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of 5 MW (AC) Solar PV Power Plant including 10 Years Plant O&M at V.O. Chidambaranar Port Trust, Thoothukudi (Tuticorin), Tamil Nadu .

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:

5 MW (AC) Solar PV
Power Plant Project

Tender No
SECI/C&P/NIT/2018/VOCPT5

SAMPLE
FORMS
Page 11 of 30

Signature of
Bidder



Tender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of
5 MW (AC) Solar PV Power Plant including 10 Years
Plant O&M at V.O. Chidambaranar Port Trust, Thoothukudi (Tuticorin), Tamil Nadu



Form F-7

**DECLARATION REGARDING BANNING, LIQUIDATION,
COURT RECEIVERSHIP ETC.**

(To be submitted on the Letter Head of the Bidding Company)

Ref.No. _____

Date: _____

From: _____ (Insert name and address of Bidding Company)

Tel. #:

Fax #:

E-mail address#

To

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

Sub: Bid for "Tender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of 5 MW (AC) Solar PV Power Plant including 10 Years Plant O&M at V.O. Chidambaranar Port Trust, Thoothukudi (Tuticorin), Tamil Nadu".

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:

**5 MW (AC) Solar PV
Power Plant Project**

**Tender No
SECI/C&P/NIT/2018/VOCPT5**

**SAMPLE
FORMS**
Page 12 of 30

**Signature of
Bidder**

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:

The Charman,
V.O. Chidambaranar port Trust,
Thoothukudi (Tuticorin),
Tamil Nadu – 628004
Telephone Nos.: - 0091-(0) 0461-2352214
Fax No.: - 0091-(0) 0461-2354274
E mail: info@vocport.gov.in, cmevocpt@gmail.com

Dear Sir / Madam,

In consideration of the Chairman representing the Board of Trustees of V.O.Chidambaranar Port (hereinafter called "The Port") having agreed to exempt _____ (hereinafter called "said contractors") from the demand, under the terms and conditions of contract awarded in No _____ dated _____ made between _____ and _____ for _____ (hereinafter called "said Agreement") of Performance security for the due fulfilment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs. _____ (Rupees ----- only).

2.We* ____ (hereinafter referred to as the Bank) at the request of ____ contractor(s) do hereby undertake to pay to the Port an amount not exceeding Rs. ____ against any loss or damage caused to or suffered or would be caused to or suffered by the Port by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement.

3.We* ____ do hereby undertake to pay the amounts due payable under this Guarantee without any demur, merely on a demand from the Port stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Port by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ____.

5 MW (AC) Solar PV
Power Plant Project

Tender No
SECI/C&P/NIT/2018/VOCPT5

**SAMPLE
FORMS**
Page 13 of 30

**Signature of
Bidder**

4. We undertake to pay to the Port any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceedings before any Court of Tribunal relating thereto our liability under this present being absolute and unequivocal.

5. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

6. We* _____ further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Port under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Mechanical & Electrical Engineering Department, V.O. Chidambaranar Port Trust certified that the terms and condition of the said Agreement have been fully and properly carried out by the said contractor's and accordingly discharges this Bank Guarantee. Unless a demand or claim under this Guarantee is made on us in writing within three months from the date of expiry of the validity of the Bank Guarantee period we shall be discharged from all liability under this Guarantee thereafter provided further that the Bank shall at the request of the Port but at the cost of Contractor(s) renew or extend this Guarantee for such further period or periods as the Port may require.

7. We * _____ further agree the Port, that the Port shall have the fullest liberty without consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Port against the said Contractor(s) or for any forbearance, act or omission on the part of the Port or any indulgence by the Port to the said Contractor(s) or by any such matter or thing whatsoever which under the Law relating to sureties would but for this provision, have effect of so relieving us.

8. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)

We * _____ lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Port in writing.

9. This guarantee is valid upto _____ (period)

Dated the day of 2017

for **

Indicate here the name of the Bank

Indicate here the period or date.

5 MW (AC) Solar PV Power Plant Project	Tender No <u>SECI/C&P/NIT/2018/VOCPT5</u>	SAMPLE FORMS <u>Page 14 of 30</u>	<u>Signature of Bidder</u>
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Form F-13

BIDDER'S EXPERIENCE

(To be submitted on the Letter Head of the Bidding Company)

Ref.No. _____

Date: _____

From: _____ (Insert name and address of Bidding Company)

Tel.#: _____

Fax#: _____

E-mail address# _____

To

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

Sub: Bid for "Tender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of 5 MW (AC) Solar PV Power Plant including 10 Years Plant O&M at V.O. Chidambaranar Port Trust, Thoothukudi (Tuticorin), Tamil Nadu".

Dear Sir / Madam,

Sl. No	Description of the Services	LOA /WO No. and date	Full Address & Postal Address & phone nos. of Client. Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)	Value of Contract/ Order (Specify Currency Amount)	Date of Commencement of Services	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal

**5 MW (AC) Solar PV
Power Plant Project**

**Tender No
SECI/C&P/NIT/2018/VOCPT5**

**SAMPLE
FORMS
Page 15 of 30**

**Signature of
Bidder**

Form F-16

FORMAT OF CHARTERED ACCOUNTANT CERTIFICATE
FOR FINANCIAL CAPABILITY OF THE BIDDER
(To be submitted on the Letter Head of the Chartered Accountant)

Ref.No. _____

Date: _____

To

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

Sub: Bid for “Tender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of 5 MW (AC) Solar PV Power Plant including 10 Years Plant O&M at V.O. Chidambaranar Port Trust, Thoothukudi (Tuticorin), Tamil Nadu”.

Dear Sir / Madam,

We have verified the Annual Accounts and other relevant records of M/s..... (Name of the bidder) and certify the following

Further, we certify that the Financially Evaluated Entity (ies) had an Annual Turnover

A. ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

And

Net worth (strike out whichever is not applicable) of INR.....Crore computed as per instructions provided in this tender based on unconsolidated audited annual accounts as per last FY.(FY 2016-17 or 2017-18)
Please mark tick whichever is used

**5 MW (AC) Solar PV
Power Plant Project**

**Tender No
SECI/C&P/NIT/2018/VOCPT5**

**SAMPLE
FORMS
Page 16 of 30**

**Signature of
Bidder**

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

Description	Year ____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets- Current liabilities)	
4. Net Worth (As mentioned under Annexure to BDS)	

Yours faithfully

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

Name:

Date:

Place:

Signature and stamp (on each page) of Chartered Accountant/Statutory Auditors of Bidding Company.

Name:

Date:

Place:

Notes:

Audited consolidated annual accounts of the Bidder may also be used for the purpose of financial criteria provided the Bidder has at least 50% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.

Form F-17

FORMAT FOR JOINT VENTURE/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 Joint Venture)*

Know all men by these presents that we, -----
and ----- (persons and Companies name) (hereinafter collectively referred
to "the Consortium / Joint venture") for execution of tender.

Whereas the V.O.Chidambaranar Port Trust (hereinafter referred to as "the Owner") has invited tenders
from the interested parties for ----- (hereinafter referred to as "the contract").

Whereas the members of the Consortium / Joint venture are interested in bidding of the work of -----
----- in accordance with the terms and conditions of the tender.

This Joint Venture agreement is executed to undertake the work and role and responsibility of the firms are
----- (role and responsibilities of each firm for administrative arrangement for management and
execution of contract) and ----- (name of the person) of (name of the firm) and ----- (name
of the person) and ----- (name of the firm) are the authorized representative of respective firms.

As whereas it is necessary under the tender conditions for the member of the Consortium / Joint venture to
appoint and authorize one of them as Lead firm to do all acts, deeds and things in connection with the
aforesaid tender.

We hereby nominate and authorize ----- as our constituted attorney in our name
and on our behalf of to do or execute all or any of the acts or things in connection with the execution of this
Tender and thereafter to do all facts, deeds and things on our behalf and thereafter till the satisfactory
completion of work.

And we hereby agree that all acts, deeds and things done by our said attorney shall be construed as acts,
deeds and things done by us and we undertake to ratify and conform all and whatsoever that my said
attorney shall do or cause to be done for us by virtue of the power hereby given.

In witness hereof, we have signed this deed on this the ----- day of ----

SIGNED SEALED & DELEVERED

By the with named-----

-----through its

duly constituted attorneys

----- in the presence of

SIGNED SEALED& DELEVERED

By the with named-----

----- through its

duly constituted attorneys

----- in the presence of

**5 MW (AC) Solar PV
Power Plant Project**

**Tender No
SECI/C&P/NIT/2018/VOCPT5**

**SAMPLE
FORMS
Page 18 of 30**

**Signature of
Bidder**

Form F-17A

**FORMAT FOR POWER OF ATTORNEY FOR JOINT
VENTURE/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 Joint Venture)*

Know all men by these presents that We, _____, _____, _____
_____ and _____ (hereinafter collectively referred to as "the
Consortium/joint venture") hereby appoint and authorize _____ Ltd as our attorney.

Whereas the V.O.Chidambaranar Port Trust (V.O.CHIDAMBARANAR PORT TRUST) (hereinafter referred
to as "the Employer") has invited applications from interested parties for _____
(hereinafter referred to as "the Project").

Whereas the members of the Consortium/ Joint venture are interested in bidding for this assignment in
accordance with the terms and conditions of this Tender along with its amendments, addendum and related
documents.

And whereas it is necessary for the members of the Consortium/joint venture to appoint and authorize one
of them to do all acts, deeds and things in connection with the aforesaid Project.

We hereby nominate and authorize _____ as our constituted attorney in our name
and on our behalf to do or execute all or any of the acts or things in connection with making an application
to the _____ V.O.CHIDAMBARANAR PORT TRUST, to follow up with the
V.O.CHIDAMBARANAR PORT TRUST and thereafter to do all acts, deeds and things on our behalf until
culmination of the process of bidding and thereafter till the license agreement is entered into with the
successful bidder.

And we hereby agree that all acts, deeds and things done by our said attorney shall be construed as acts,
deeds and things done by us and we undertake to ratify and conform
all and whatsoever that my said attorney shall do or cause to be done for us by virtue of the power hereby
given.

All the members of this consortium will be jointly and severally liable for execution of this assignment in all
respects.

In Witness hereof we have signed this deed on this the _____ day of _____

For and on behalf of _____

For and on behalf of _____

For and on behalf of _____



Tender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of
5 MW (AC) Solar PV Power Plant including 10 Years
Plant O&M at V.O. Chidambaranar Port Trust, Thoothukudi (Tuticorin), Tamil Nadu



Form F-18

VOID

5 MW (AC) Solar PV
Power Plant Project

Tender No
SECI/C&P/NIT/2018/VOCPT5

**SAMPLE
FORMS**
Page 20 of 30

Signature of
Bidder



Tender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of
5 MW (AC) Solar PV Power Plant including 10 Years
Plant O&M at V.O. Chidambaranar Port Trust, Thoothukudi (Tuticorin), Tamil Nadu



Form F-18A

VOID

5 MW (AC) Solar PV
Power Plant Project

Tender No
SECI/C&P/NIT/2018/VOCPT5

**SAMPLE
FORMS**
Page 21 of 30

**Signature of
Bidder**

Form F-19

E- Payment

To
The Financial Advisor & Chief Accounts Officer,
V.O.Chidambaranar Port Trust,
Tuticorin – 628 004.

Sir, We hereby give particulars for payment of the works bill / Advance etc

Sl No	Particulars	
1	Name of the Contractor /Supplier	
2	Address of the Contractor / Supplier	
3	Name of the work for which payment is made	
4	Estimate No , Agreement No Work order no,	
5	Name of the Bank in which Contractor / Supplier operating account Either with IOB or SBI or Any other Bank(If it is other than IOB or SBI, bank commission plus postage will be deducted)	
6	Address of the Bank	
7	Branch Code No	
8	Type of Account (Whether SB A/c or current A/c)	
9	Account No	
10	PAN No	
11	GST Registration No	
12	IFSC Code No – Bank code	
13	GST No Address	

Yours sincerely

(Signature of Contractor)

5 MW (AC) Solar PV Power Plant Project	Tender No <u>SECI/C&P/NIT/2018/VOCPT5</u>	SAMPLE FORMS <u>Page 22 of 30</u>	<u>Signature of Bidder</u>
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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:

The Charman,
V.O. Chidambaranar port Trust,
Thoothukudi (Tuticorin),
Tamil Nadu – 628004
Telephone Nos.: - 0091-(0) 040-24587104/24587124
Fax No.: - 0091-(0) 040-24340464
E mail: info@vocport.gov.in, cmevocpt@gmail.com

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 Owner 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

5 MW (AC) Solar PV
Power Plant Project

Tender No
SECI/C&P/NIT/2018/VOCPT5

**SAMPLE
FORMS**
Page 23 of 30

**Signature of
Bidder**

the bank guarantee in figures and words) upon the first demand of the Owner 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 of Final Commissioning of the project 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 V. O Chidambaranar Port Trust 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 Final commissioning of the project 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 _____

5 MW (AC) Solar PV Power Plant Project	Tender No <u>SECI/C&P/NIT/2018/VOCPT5</u>	SAMPLE FORMS <u>Page 24 of 30</u>	<u>Signature of Bidder</u>
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Tender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of
5 MW (AC) Solar PV Power Plant including 10 Years
Plant O&M at V.O. Chidambaranar Port Trust, Thoothukudi (Tuticorin), Tamil Nadu



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.

5 MW (AC) Solar PV
Power Plant Project

Tender No
SECI/C&P/NIT/2018/VOCPT5

**SAMPLE
FORMS**
Page 25 of 30

Signature of
Bidder

Form F-22

LIST OF BANKS

(For Reference Purpose)

SBI AND ASSOCIATES	OTHER PUBLIC SECTOR BANKS
1. State Bank of India	1. IDBI Bank Limited
2. State Bank of Indore	FOREIGN BANKS
	1. Bank of America NA
	2. Bank of Tokyo Mitsubishi UFJ Ltd.
	3. BNP Paribas
	4. Calyon Bank
	5. Citi Bank N.A.
NATIONALISED BANKS	6. Deutsche Bank A.G
1. Allahabad Bank	7. The HongKong and Shanghai Banking Corpn. (HSBC) Ltd.
2. Andhra Bank	8. Standard Chartered Bank
3. Bank of India	9. Societe Generale
4. Bank of Maharashtra	10. Barclays Bank
5. Canara Bank	11. Royal Bank of Scotland (RBS)
6. Central Bank of India	12. Bank of Nova Scotia
7. Corporation Bank	13. Development Bank of Singapore (DBS)
8. Dena Bank	14. Credit Agricole Corporate and Investment Bank
9. Indian Bank	SCHEDULED PRIVATE BANKS
10. Indian Overseas Bank	1. Federal Bank Limited
11. Oriental Bank of Commerce	2. Kotak Mahindra Bank Limited
12. Punjab National Bank	3. Axis Bank Limited
13. Punjab & Sind Bank	4. ICICI Bank Limited
14. Syndicate Bank	5. HDFC Bank Limited
15. Union Bank of India	6. Yes Bank Limited
16. United Bank of India	7. IDFC Bank Limited
17. UCO Bank	8. IndusInd Bank
18. Vijaya Bank	9. Karur Vysya Bank
19. Bank of Baroda	10. South Indian Bank
	11. RBL

Form F-23

SHAREHOLDING CERTIFICATE

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

Name of the Equity Holder	Type and Number of Shares Owned	% of Equity Holding	Extent of Voting Rights

Yours faithfully

(Signature and Stamp of Authorized Signatory of Bidder)

Name:

Date:

Place:

(Signature and Stamp of Company Secretary/ Director/ Chartered Accountant)

5 MW (AC) Solar PV Power Plant Project	Tender No <u>SECI/C&P/NIT/2018/VOCPT5</u>	<u>SAMPLE FORMS</u> Page 27 of 30	<u>Signature of Bidder</u>
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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

5 MW (AC) Solar PV Power Plant Project	Tender No <u>SECI/C&P/NIT/2018/VOCPT5</u>	<u>SAMPLE FORMS</u> Page 28 of 30	<u>Signature of Bidder</u>
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.....
(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).

5 MW (AC) Solar PV Power Plant Project	Tender No <u>SECI/C&P/NIT/2018/VOCPT5</u>	<u>SAMPLE</u> <u>FORMS</u> <u>Page 29 of 30</u>	<u>Signature of</u> <u>Bidder</u>
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Tender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of
5 MW (AC) Solar PV Power Plant including 10 Years
Plant O&M at V.O. Chidambaranar Port Trust, Thoothukudi (Tuticorin), Tamil Nadu



5 MW (AC) Solar PV
Power Plant Project

Tender No
SECI/C&P/NIT/2018/VOCPT5

SAMPLE
FORMS
Page 30 of 30

Signature of
Bidder



SECTION - VIII

SCHEDULE OF RATES (SOR)

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. Spares for start-up/ commissioning and mandatory spares required are in Contractor's Scope and deemed included in the quoted Lumpsum Prices.
11. Bidder shall furnish following Forms of Schedule of Rates:-

5 MW (AC) Solar PV Power Plant Project	Tender No <u>SECI/C&P/NIT/2018/VOCPT5</u>	SOR <u>Page 2 of 3</u>	<u>Signature of</u> <u>Bidder</u>
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- a) SOR -1 is the Schedule and Breakup of Lump sum Price (Supply, Service and NPV of O&M) of the Tender. SOR -2 comprises of the yearly Breakup of the NPV of O&M price for 10 years period.
- b) Details of Goods & Service Tax (GST) as included in SOR-1
- c) Prices shall be considered for evaluation on NPV basis as per Evaluation Methodology Specified in Section III ITB of the Tender Document.
- d) Bidder to mention the NPV of O&M amount for total 10 years in CELL NO I 21 of SOR-1 which should match with the NPV of O&M amount for total 10 years in CELL NO J 23 of SOR 2.
- e) In case of any variation of the total NPV of O&M price, the NPV of O&M amount for total 10 years mentioned at CELL NO J 23 of SOR 2 will be considered for evaluation purpose.

12. INR = Indian Rupees

13. 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.

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