

INVITATION FOR BIDS (IFB)

INVITATION FOR BIDS (IFB)

FOR

DESIGN, MANUFACTURING, SUPPLY, PACKING & FORWARDING OF DOMESTIC CONTENT REQUIREMENT (DCR) COMPLIANT MONO PERC BIFACIAL SOLAR MODULE, 530WP+ FOR PAVAGADA SOLAR PV PROJECT AT PAVAGADA IN KARNATAKA (500 MW / 600 MWp)

(Domestic Competitive Bidding)

IFB No.: IRPL/SOLAR/SOLAR PV MODULES/9

Date:21.03.2023

Tender Search Code: IRPL/SOLAR/SOLAR PV MODULES/9

Bidding Document No: IRPL/SOLAR/SOLAR PV MODULES/9

- 1. IRCON RENEWABLE POWER LIMITED (IRPL) (Hereinafter referred as “Owner”)** invites online bids from eligible bidders on Two Stage (i.e., Stage-I: Techno-Commercial Bid with NIL deviation and Stage-II: Price Bid) without Reverse Auction for MONO PERC BIFACIAL SOLAR MODULES, 530WP+ (“Solar PV Modules”) to cater the requirements of Solar PV Modules of **600 MWp SOLAR PV PROJECT AT PAVAGADA IN KARNATAKA** under the purview of Domestic Content Requirements (DCR) through domestic competitive bidding.

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Sr.no	Name of Work	Estimated Cost of Work (Inclusive of GST & all applicable taxes & Transportation (in Rs.)	Earnest Money Deposit (EMD)/Bid Security (in Rs.)	Completion Date/Period
01	Supply of Mono Perc Bifacial Solar Modules ,530 Wp+ for 600 MWp Solar PV Project at Pavagada Karnataka	598,32,00,000/-	3,05,16,000/-	194 Days

Owner informs all eligible Bidder(s) that two separate tender(s) viz, Solar PV Cells (i.e., Tender-1) and Solar PV Modules (i.e this tender) of **600 MWp SOLAR PV PROJECT AT PAVAGADA IN KARNATAKA** shall be invited simultaneously by the Owner vide a tender reference as mentioned below:

Tender -1 MONO PERC BIFACIAL SOLAR CELLS, 182MM 10BB+ (“Solar PV Cells”)

IFB No.: IRPL/SOLAR/SOLAR PV CELLS /8 Date: 21.03.2023

Tender Search Code: IRPL/SOLAR/SOLAR PV CELLS /8

Bidding Document No: IRPL/SOLAR/SOLAR PV CELLS /8

Tender -2 MONO PERC BIFACIAL SOLAR MODULES, 530WP+ (“Solar PV Modules”)

IFB No.: IRPL/SOLAR/SOLAR PV MODULES/9

Date: 21.03.2023

Tender Search Code: IRPL/SOLAR/SOLAR PV MODULES/9

Bidding Document No: IRPL/SOLAR/SOLAR PV MODULES/9

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Owner intends to invite Solar PV Cells Tender-1 vide IFB NO: IRPL/SOLAR/SOLAR PV CELLS /8 for the purpose of discovery of L1 Bidder(s) with the lowest Evaluated bid price as per the terms and conditions of Tender-1.

Whereas Owner intends to invite Solar PV Modules Tender-2 (i.e., this tender) vide IFB NO: IRPL/SOLAR/SOLAR PV MODULES/9 for the purpose of awarding the work of supplying Solar PV Modules by considering the discovered L1 Bidder(s) price of Solar PV Cells of Tender-1. Therefore, all eligible bidder(s) of Tender-2 shall note that the discovered L1 Bidder price of Solar PV cells of Tender-1 shall be communicated & issued in Tender -2 through Amendments / Corrigendum / Addendum after discovery of L1 bidder(s) price of Tender-1. Accordingly, all eligible Bidder(s) of Tender-2 shall consider discovered Price of Solar PV Cells of Tender-1 for their bid submission.

All eligible bidders shall also note that successful Solar PV Modules Bidder(s) of Tender-2 shall issue Notification of Award (NOA) to successful bidder(s) of Tender-1 i.e., Solar PV cells as per the terms and conditions of the Tender-1. Accordingly, Contract Agreement shall be executed between L1 Bidder(s) of Tender-1 and L1 Bidder(s) of Tender-2 within 28 days from the date of Notification of Award to L1 Bidder(s) of Tender-2 as per the terms and conditions of Tender-1 & Tender-2. Thereafter, Solar PV Cell contract execution shall be the joint responsibility of L1 Bidder(s) of Tender-1 and L1 Bidder(s) of Tender -2.

Besides that, Owner shall issue Notification of Award (NOA) to successful bidder(s) of Tender-2. Accordingly, Contract Agreement shall be executed between L1 Bidder(s) of Tender-2 and the Owner within 28 days from the date of Notification of Award as per the terms and conditions of Tender-2.

Therefore, all eligible bidder(s) also note that successful bidder(s) of Tender-2 shall be responsible for entire contract execution of both the tenders as per the terms and conditions of Tender-1 and Tender-2 respectively.

A Tripartite Agreement (as per the Annexure -21 enclosed in Volume-I, Section-III, Standard Formats & Check Lists) shall be entered between the Owner, successful Bidder(s) of Tender-1 and successful Bidder(s) of Tender-2 wherein the Owner shall enable successful Bidder(s) of Tender-2 to enter into a contract agreement with successful Bidder(s) of Tender-1 for the supply of Solar PV Cell as per the terms and conditions of Tender-1.

All eligible bidder(s) of the Tender-1 and Tender-2 shall require to sign and submit a declaration along with their respective Bids in the prescribed Format as per Annexure-22 enclosed in Volume-I, Section-III, Standard Formats & Check Lists documents towards the modality of respective Tender and shall remain valid and binding upon successful Bidder(s) and no deviations shall be accepted.

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2. BRIEF SCOPE OF WORK

The scope of work under the subject package inter alia includes Manufacturing, Supply, Packing & Forwarding, Transportation to Pavagada site including inland transit insurance of Mono Perc Bifacial Solar PV Modules (530Wp+ Nominal Rating) of Domestic Content Requirement (DCR) category to Pavagada Solar PV Project in Karnataka. Detailed specification, Scope of work and Terms & Conditions are given in the bidding documents, which are available for examination and downloading at e-tender portal (as specified in this notice). The detailed scope of work shall be read in conjunction of technical specification vide Bidding document: Volume -III

3. Detailed specification, Scope of work and Terms & Conditions are given in the bidding documents, which are available for examination and downloading at e-tender portal (as specified in this notice):

CPP Portal Tender Search Code (TSC)	IRPL/SOLAR/SOLAR PV MODULES/9
IFB Date	21.03.2023
Document Sale Commencement Date	21.03.2023
Period of Downloading of Bidding Documents	From 21.03.2023 at 1700 Hrs. upto 25.04.2023 upto 1700 Hrs. (IST)
Pre-Bid Conference and Last Date for receipt of queries from prospective Bidders	03.04.2023 at 1100 Hrs. (IST)
Last Date and Time for receipt of Stage-I (Techno-Commercial) bids & Price Bid	25.04.2023 upto 1700 Hrs. (IST)
Date & Time of opening of Stage-I (Techno-Commercial) Bids	26.04.2023 at 1700 Hrs. (IST)
Cost of Bidding Documents in INR (Non-Refundable)	To participate in the online bidding process the bidders are required to pay mandatorily INR 50,000 /- (Indian Rupees Fifty Thousand only) through NEFT/ RTGS only in IRPL's Bank Account No. 922020009578697, Branch-Square One, Saket, New Delhi-110017, IFSC-UTIB0000160, failing which the bid shall be summarily rejected.

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The complete Bid Document can be viewed / downloaded from the e-Procurement portal i.e., <https://etenders.gov.in/eprocure/app> free of cost.

3.1 No Queries from Bidders, whatsoever, shall be entertained by Owner beyond the last date of receipt of Queries as specified above.

4. **ANY BID NOT ACCOMPANIED BY AN ACCEPTABLE BID SECURITY IN A SEPARATE SEALED ENVELOPE SHALL BE REJECTED BY THE OWNER. AS BEING NON-RESPONSIVE AND RETURNED TO THE BIDDER WITHOUT BEING OPENED.**

Earnest Money / Bid Security:

The tenderer must furnish the Earnest Money for the work as specified failing which the tender shall be summarily rejected. The Earnest Money may be in any one of the following forms:

Pay Order/Demand Draft of any Scheduled Bank in India in favour of Ircon Renewable Power Limited payable at New Delhi It is mandatory for bidders to provide their Banker's details (Name of Bank & Branch) along with their own bank details (Account No., Name of Account Holder, NEFT/RTGS details).

Fixed Deposit Receipt issued by any Scheduled Bank in India endorsed in favour of IRCON RENEWABLE POWER LIMITED.

EMD value up to Rs 10.00 Lacs must be in the form of Pay Order/DD/FDR. In addition, EMD may also be paid through NEFT or RTGS in IRPL's bank account no.: Beneficiary Name: Ircon Renewable Power Ltd. Axis Bank Current Account No. 922020009578697, Branch-Square One, Saket, New Delhi-110017, IFSC-UTIB0000160" payable at New Delhi and email ID: emdbg@ircon.org In case of EMD amount being more than 10 Lacs it can also be deposited in the form of irrevocable bank guarantee valid for minimum 180 days beyond the last date of submission of bid, **issued by schedule bank as per the format enclosed at Annexure-7, Volume-I, Section-III, Standard Formats & Check Lists – EMD / BID SECURITY FORM under the BIDDING DOCUMENT. BG not valid for 180 days beyond the last date of submission of bid, will not be considered a valid EMD instrument. The BG must be made invocable at any branch in Delhi/NCR of the issuing bank.**

The schedule bank issuing the bank guarantee must be on the Structure Financial Messaging System (SFMS) platform. A separate advice of the BG shall invariably be sent by the issuing bank to the Employer's bank through SFMS and only after this, the BG shall become operative and acceptable to the Owner.

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Earnest Money in the form of Pay Order/DD/FDR/BG shall be scanned & uploaded through online e- Procurement process. Further EMD in original form along with a copy of 'SFMS – Messaging Report' sent by the BG issuing Bank sealed in an envelope must be received by Employer at the address specified in the NIT not later than the prescribed date and time for e-bid submission. Proof of transaction towards payment of Earnest Money through NEFT or RTGS shall be scanned either in PDF or JPEG format such that file size is not more than 5 MB and uploaded during the online submission of the e-bid not later than the prescribed date and time for e-bid submission.

No interest shall be allowed on Earnest Money Deposit.

Forfeiture of Earnest Money:

The Earnest Money of the tenderer shall be forfeited if he withdraws his tender after opening of the tender during the period of tender validity specified or extended validity period as agreed to in writing by the tenderer.

The Earnest Money of the successful tenderer is liable to be forfeited if he fails to; sign the Contract Agreement in accordance with the terms of the tender or furnish the Performance Guarantee in accordance with the terms of the tender or commence the work within the time period stipulated in the tender.

In case any of successful Bidder(s) of Tender -1 and/or Tender -2 fail to execute the Tripartite Agreement within 28 days of issue of Notification of Award to the successful Bidder(s) of Tender-2 then the EMD/Bid Security of the defaulter bidder shall be forfeited.

In case of forfeiture of EMD, the tenderer shall be debarred from bidding in case of re-invitation of the tenders.

Return of Earnest Money:

The Earnest Money of the unsuccessful tenderers in the form of FDR/BG shall be discharged and returned as promptly as possible and the Earnest Money in the form of DD/Pay Order/ NEFT or RTGS shall be directly credited to his bank account through Electronic Fund Transfer, under advice to the bidder.

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The Earnest Money Deposit of the successful tenderer shall be dealt as under:
The Earnest Money Deposit of the successful tenderer shall be returned after submission of the Performance Bank Guarantee / Performance Security in the acceptable form as per relevant contract conditions and verification of the same from the issuing bank.
In case, there is no provision in the contract for submission of Performance Bank Guarantee:
If the Earnest Money Deposit is in the form of Fixed Deposit Receipt (FDR)/Bank Guarantee (BG), the FDR/BG shall be returned after deduction of an equivalent amount from the first on account bill and further deduction of retention money from the bills shall commence after adjusting this EMD amount.
If the Earnest Money Deposit (EMD) is in the form of Demand Draft/Pay Order/ NEFT or RTGS, the same shall be retained towards retention money and further deduction of retention money from the bills shall commence after adjusting this EMD amount.

4.1 Benefits to Micro and Small Enterprises (MSE) bidder: **Applicable** (relevant provisions of bidding documents may be referred).

4.2 Solar photovoltaic (SPV) cells and modules should also be DCR (Domestic Content Requirement) compliant as specified by MNRE.

5. Qualifying Requirements for Bidders:

In addition to the requirements stipulated under section Instruction to Bidder (ITB), the Bidder should also meet the qualifying requirements stipulated hereunder in Clause 1.0 and Clause 2.0:

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1.0 TECHNICAL CRITERIA

1.1 Route :1 The Bidder should have manufactured and supplied Solar Photo Voltaic (SPV) Modules of cumulative capacity of 40 MWp or above, out of which at least one such supply order should be for a project of 10 MWp or above capacity, prior to the date of Techno-commercial Bid opening.

OR

1.2 Route :2 The Bidder should be Group company/Holding Company or Subsidiary company of the module manufacturer meeting the requirements of Clause 1.1 above. In such a case, Bidder shall furnish a letter of Undertaking jointly executed by the Module Manufacturer and the Bidder along with its Techno-commercial Bid for complete performance of the contract jointly or severally as per format enclosed in the bidding document: Annexure 4 & Annexure-12A (Enclosed in Volume -I Section-III), failing which the Bidder's Techno-commercial bid shall be liable to be rejected.

Notes:

1. The reference supply order of minimum capacity of 10 MWp or above only shall be considered for cumulative capacity determination in Clause 1.1 and Clause 1.2.
2. Solar PV based supply order for Roof-top/Floating solar power projects, which are grid connected, shall also be considered eligible for QR (Qualification Requirement) purposes.
3. Bidder shall submit certificate of successful completion of supply order and successful operation from the owner.
4. Direct/Indirect Order.

The bidder shall also be considered qualified in case the award for executing the reference work has been received by the Bidder either directly from owner of the plant or any other intermediary organization. In such a case, a certificate from such owner of plant or any other intermediary organization shall be required to be furnished by the Bidder along with its Techno-commercial Bid in support of Bidder's claim of meeting qualification requirement as per clause 1.1 above.

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2.0 FINANCIAL CRITERIA

2.1 The average annual turnover of the Bidder should not be less than INR 128 Crore (Indian Rupees One Hundred Twenty Eight Crore only) during the preceding three (3) completed financial years as on date of Techno-commercial Bid opening.

In case a Bidder does not satisfy the annual turnover criteria, stipulated above on its own, its Holding Company would be required to meet the stipulated turnover requirements as above, provided that the Net Worth of such Holding Company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the Holding Company. In such an event, the Bidder would be required to furnish along with its Techno-commercial Bid, a Letter of Undertaking from the Holding Company, supported by the Holding Company's Board Resolution, as per the format enclosed in the Bidding documents, pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder in case of award.

2.2 Net Worth of the Bidder as on the last day of the preceding financial year should not be less than 100% (hundred percent) of Bidder's paid-up share capital. In case the Bidder does not satisfy the Net Worth criteria on its own, it can meet the requirement of Net worth based on the strength of its Subsidiary(ies) and/or Holding Company and/or Subsidiaries of its Holding companies wherever applicable, the Net worth of the Bidder and its Subsidiary(ies) and/or Holding Company and/or Subsidiary(ies) of the Holding Company, in combined manner should not be less than 100% (hundred percent) of their total paid up share capital. However individually, their Net worth should not be less than 75% (seventy five percent) of their respective paid-up share capitals.

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Net worth in combined manner shall be calculated as follows:

Net worth (combined) = $(X1+X2+X3) / (Y1+Y2+Y3) \times 100$ where X1, X2,X3 are individual Net worth which should not be less than 75% of the respective paid up share capitals and Y1,Y2,Y3 are individual paid up share capitals.

2.3 In case the Bidder is not able to furnish its audited financial statements on standalone entity basis, the unaudited unconsolidated financial statements of the Bidder can be considered acceptable provided the Bidder further furnishes the following documents on substantiation of its qualification:

- a) Copies of the unaudited unconsolidated financial statements of the Bidder along with copies of the audited consolidated financial statements of its Holding Company.
- b) Certificate from the CEO/ CFO of the Holding Company, as per the format enclosed in the bidding documents, stating that the unaudited unconsolidated financial statements form part of the consolidated financial statement of the Holding Company.

In case where audited results for the last financial year as on date of Techno-commercial Bid opening is not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case the Bidder is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial parameters, the audited result of three consecutive financial years preceding the last financial year shall be considered for evaluating financial parameters. Further, a certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the financial results of the company are under audit as on date of Techno-commercial Bid opening and the Certificate from a practicing Chartered Accountant certifying the financial parameters is not available.

Notes for Clause 2.0:

- (i) Net worth means the sum total of the paid-up share capital and free reserves. Free reserves means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.
- (ii) Other income shall not be considered for arriving at annual turnover.
- (iii) "Holding Company" and "Subsidiary" shall have the meaning ascribed to them as per Companies Act of India.
- (iv) For Turnover indicated in foreign currency, the exchange rate as on seven (7) days prior to the date of Techno-commercial Bid opening shall be used.

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6. Owner reserves the right to reject any or all bids or cancel/withdraw the Invitation for Bids without assigning any reason whatsoever and in such case no bidder / intending bidder shall have any claim arising out of such action.
7. Interested parties are required to get registered with Central Public Procurement (CPP) Portal of Ircon International Limited website <https://etenders.gov.in/eprocure/app> may be referred for detailed terms and conditions of the bidding documents, which is available online. Amendments / Corrigendum / Addendum if any would be hosted on the website only.

The complete Bid Document can be viewed / downloaded from the e-Procurement portal i.e. <https://etenders.gov.in/eprocure/app> free of cost.

It is mandatory for all the bidders to have a valid Class-III Digital Signature Certificate (in the name of person having power of attorney to sign the Bid) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA's from the link www.cca.gov.in) to participate in e-Procurement process. It is mandatory for the bidders to get their firm /company registered with e-procurement portal <https://etenders.gov.in/eprocure/app> to have user ID & password.

Instructions to Bidders for Online Bid Submission on the e-Procurement portal <https://etenders.gov.in/eprocure/app>

Bidders may download and refer the "Instructions for Online Bid Submission" from (<https://etenders.gov.in/eprocure/app;jsessionid=F90A7689A0BF87EF35B88D2CA57C6FD4.cppsug> ep2?page=StandardBiddingDocuments&service=page)

The cost of the bidding documents as mentioned above is required to be submitted in the form of a crossed account Payee Demand Draft in favour of "**Ircon Renewable Power Ltd**", Payable at **New Delhi** at the below mentioned address for communication along with GSTIN and Organization ID registered with CPP. Interested Bidders can also pay for the cost of documents as mentioned above in the form of Electronic transfer/ NEFT Payments in the following account details of IRPL.

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- 7.1 Interested Bidders can pay for the cost of bidding documents as mentioned above in the form of electronic transfer/NEFT Payments in the following account details of IRPL:

Beneficiary Name	Ircon Renewable Power Limited
Account No.	922020009578697
IFSC Code	UTIB0000160
Name of the Bank	Axis Bank
Branch Code	NIL
Address	Branch-Square One, Saket, New Delhi- 110017

While carrying out online transfer, Bidders shall ensure to enter "Tender Fee - Tender No-Bidder Name" in the Text / Remarks / Reason field. Bidder shall intimate the details of same through email to Employer as mentioned below at para 12.0 requesting for access for download of the bidding documents in working hours between Monday to Friday:

Note: No hard copy of Bidding Documents shall be issued.

- 7.2 Issuance of Bid Documents to any Bidder shall not construe that such Bidder is considered to be qualified. Bids shall be submitted online. Bidder shall furnish Bid Security, Integrity Pact, Pass Phrase and Power of Attorney separately offline as detailed in Bidding Documents before the stipulated bid submission closing date and time at the address given below.
8. Transfer of Bidding Documents purchased by one intending Bidder to another is not permissible.

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9. Address for communication:

Chairman, IRPL

IRCON RENEWABLE POWER LIMITED

C-4, DISTRICT CENTRE, SAKET,

NEW DELHI-110017

PHONE: +91-11-26530245.

FAX: +91-11-26854000,26522000

Website: www.ircon.org

E-Mail: solarcell@ircon.org, Mobile No.: 8800692402

Corporate Identification Number: U40106DL2022GOI392384

**DESIGN, MANUFACTURING, SUPPLY, PACKING & FORWARDING OF DOMESTIC
CONTENT REQUIREMENT (DCR) COMPLIANT MONO PERC BIFACIAL SOLAR MODULE,
530WP+ FOR PAVAGADA SOLAR PV PROJECT AT PAVAGADA IN KARNATAKA (500 MW / 600
MWp)**

Volume -I Section -I

INSTRUCTION TO BIDDERS

IFB No.: IRPL/SOLAR/SOLAR PV MODULES/9

Date : 21.03.2023

Tender Search Code: IRPL/SOLAR/SOLAR PV MODULES/9

Document No: IRPL/SOLAR/SOLAR PV MODULES/9

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MONO PERC BIFACIALSOLAR PV MODULES 530Wp+ FOR PAVAGADA SOLAR PV PROJECT AT PAVAGADA IN KARNATAKA BIDDING DOCUMENT NO.: IRPL/SOLAR/SOLAR PV MODULES/9	INSTRCUTIONS FOR BIDDERS Volume-I section -I	Page 3 of 34
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1.0	OWNER intends to engage an agency for supply of Goods and related Services as per the specifications, Scope of Work as detailed in the Bidding documents.															
2.0	General Information	The prospective Bidders are invited to submit a “Technical & Commercial Bid” and “Price Bid” for Design, Manufacturing, Supply, Packing & Forwarding Of Domestic Content Requirement (DCR) Compliant Mono Perc Bifacial SPV MODULE PACKAGE OF PAVAGADA SOLAR PV PROJECT AT PAVAGADA IN KARNATAKA. Methodology for submission of Bid has been detailed hereunder in this document.														
3.0	Content of Bidding Documents	<p>The items and services required, bidding procedures, order/contract terms and technical requirements are prescribed in the bidding documents. The bidding documents include the following sections:</p> <table border="1" data-bbox="574 726 1468 1003"> <tr> <td>NIT</td> <td>Notice Inviting Tender (NIT)/Tender Enquiry/Invitation for Bid(IFB)</td> </tr> <tr> <td>Volume-I, Section-I</td> <td>Instruction to bidder (ITB)</td> </tr> <tr> <td>Volume-I, Section-II</td> <td>General Purchase Conditions (GPC)</td> </tr> <tr> <td>Volume-I, Section-III</td> <td>Standard formats & Check lists etc.</td> </tr> <tr> <td>Volume-II, Section-I</td> <td>Special Purchase Conditions (SPC)</td> </tr> <tr> <td>Volume-III</td> <td>Technical specifications & Scope of work</td> </tr> <tr> <td>Bill of Quantity (BOQ)</td> <td>Price Schedules</td> </tr> </table> <p>The Bidders are expected to examine all instructions, forms, terms, conditions, specifications, and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in rejection of its bid.</p>	NIT	Notice Inviting Tender (NIT)/Tender Enquiry/Invitation for Bid(IFB)	Volume-I, Section-I	Instruction to bidder (ITB)	Volume-I, Section-II	General Purchase Conditions (GPC)	Volume-I, Section-III	Standard formats & Check lists etc.	Volume-II, Section-I	Special Purchase Conditions (SPC)	Volume-III	Technical specifications & Scope of work	Bill of Quantity (BOQ)	Price Schedules
NIT	Notice Inviting Tender (NIT)/Tender Enquiry/Invitation for Bid(IFB)															
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Volume-II, Section-I	Special Purchase Conditions (SPC)															
Volume-III	Technical specifications & Scope of work															
Bill of Quantity (BOQ)	Price Schedules															
4.0	Benefits to MSEs	<p>.Micro and Small Enterprises (MSEs) having UDYAM Registration or those who are registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006,for goods produced and services rendered, shall be issued the bid documents free of cost and shall be exempted from paying Earnest Money Deposit.</p> <p>Further, in case of tenders where splitting of quantity is possible, participating MSEs quoting price within price band of L1 + 15 percent</p>														

MONO PERC BIFACIAL SOLAR MODULE, 530WP+ FOR PAVAGADA SOLAR PV PROJECT AT PAVAGADA IN KARNATAKA (500 MW / 600 MWp) BIDDING DOCUMENT NO.: IRPL/SOLAR/SOLAR PV MODULES/9	INSTRCTIONS FOR BIDDERS	Page 4 of 34
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shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 percent of total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity). However, in case of tenders where splitting of quantity is not possible, participating MSEs quoting price within price band of L1 + 15 percent shall be allowed to execute the package by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise. The award shall be made as follows:

- a) Award shall be given to L1 bidder if L1 bidder is a MSE.
- b) In case L1 bidder is not a MSE, then all the MSE vendor(s) who have quoted within the range of L1 + 15%, shall be given the opportunity in order of their ranking (starting with the lowest quoted MSE bidder and so on) to bring down its price to match with L1 bidder. Award shall be placed on the MSE vendor who matches the price quoted by L1 bidder.
- c) If no MSE vendor who has quoted within range of L1 + 15% accepts the price of L1 bidder then the award shall be made to the L1 bidder.

The benefit as above to MSEs shall be available only for Goods/Services produced & provided by MSEs.

As per answer to FAQ no. 18 circulated vide Office Memorandum F. No. 22(1)/2012-MA dated 24.10.2016 "Policy is meant for procurement of goods produced and services rendered by MSEs. However, traders are excluded from the purview of Public Procurement Policy."

MSEs seeking exemption and benefits should enclose a attested/self-certified copy of registration certificate as a part of his bid, giving details such as stores/services, validity (if applicable) etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs. MSEs to also provide an undertaking at the time of bid submission as per the format enclosed in Annexure 18 of Volume I Section-IV (Standard Formats & Check Lists etc)

Note: *Generally, in tenders having Itemise evaluation, splitting is allowed unless otherwise specified in the Special Purchase Conditions (SPC). Further, in tenders having Package wise evaluation generally splitting is not allowed. Please refer Special Purchase Condition for specific tender provisions.*

The Existing MSEs, registered with the following, before 30th June 2020, shall continue to be valid for a period up to 31.03.2021 for goods

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		<p>& services rendered:</p> <ul style="list-style-type: none"> • District Industries Centers (DICs) • NSIC • Khadi & Village Industries Commission (KVIC) • Khadi & Village Industries Board (KVIB) • Coir Board • Directorate of Handicrafts and Handloom • Any other body specified by Ministry of Micro, Small & Medium Enterprises (M/o MSME) • Further, Udyam Registration Certificate shall also be a valid document at present, acceptable for being a MSE.
4.1	<p>Preference to Make in India and granting of purchase preference to local suppliers</p>	<p>Purchase preference shall be given to local suppliers as per general methodology specified in Annexure-I to ITB appended at the end of this document)</p> <p>For order preference, MSE guidelines mentioned above in 4.0 read in conjunction with “Preference to Make in India and granting of purchase preference to local suppliers” mentioned in Annexure-I to ITB, shall be applicable</p> <p><i>The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids. In case a bidder does not submit the aforesaid declaration or no value is indicated by the bidder or statement/any declaration like ‘later’, ‘to be furnished later’, ‘NA’ etc. are indicated by the bidder, then the bidder shall not be considered as a local supplier and shall not be eligible for any purchase preference. No further claim in this regard shall be entertained by the Owner</i></p> <p>Note: Please refer Special Purchase Condition of the bidding document for tender specific provisions as applicable and defined for Preference to Make In India and granting of purchase preference to local suppliers.</p>

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5.0	Cost Bidding	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the OWNER will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
6.0	Clarification on Bidding Documents	<p>A prospective Bidder requiring any clarification of the Bidding Document shall put the query through e-mail in editable format (MS Excel or MS Word). OWNER will respond to any request for clarification or modification of the bidding documents that it receives within the timeline specified in IFB.</p> <p>OWNER will post the Clarifications at CPP Portal and Bidders can view these clarifications once they are posted at the E-TENDERING OF CPP portal. Bidders shall be notified through system generated e-mail regarding posting of clarification at the E-TENDERING OF CPP portal. Bidders are also advised to regularly check E-TENDERING OF CPP portal regarding posting of clarification, if any.</p> <p>Bidders must check the Clarifications issued before submission of Bid. Should the OWNER deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so and upload the amendments in the tender on the e-tender portal.</p>
7.0	Corrigendum / Amendment to Bidding Documents	<p>At any time prior to the deadline for submission of bids, OWNER may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.</p> <p>The corrigenda/amendments will be posted at E-TENDERING OF CPP e-tender portal for viewing by the Bidder. Bidders shall be notified through system generated e-mail regarding posting of amendments at the portal. The amendments will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are advised to regularly check the E-TENDERING OF CPP e-tender portal regarding posting of Amendments, if any.</p> <p>To give prospective Bidders reasonable time to take the corrigendum/amendment into account in preparing their bid, OWNER may, at its discretion, extend the deadline for the submission of bids. Bidders are advised to regularly check E-TENDERING OF CPP Portal/e-mail.</p>
8.0	Language of Bid	The Bid, as well as all correspondence and documents relating to the Bid exchanged between the Bidder and the OWNER, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in

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		<p>English. In such case for purposes of interpretation of the Bid such translation shall govern.</p> <p>The English Translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate. Further, translation shall be authenticated by the Indian Consulate located in the Country where the documents have been issued or the Embassy of that Country in India.</p>
9.0	Bid Proposal	<p>Bid shall be complete in all respects and shall be submitted with requisite information and Attachments. It shall be free from any ambiguity.</p> <p>For preparation of Bids, Bidders are expected to go through the complete bidding documents carefully. Material deficiencies in providing the information requested may result in rejection of the Bid.</p>
10.0	Documents Comprising the Bid	<p>The Bid shall comprise of following components:</p> <ul style="list-style-type: none"> (a) Bid Forms (b) Earnest Money Deposit / Bid Security, if applicable (c) Integrity Pact, if applicable (d) Authority /Power of Attorney to sign the bid (e) Acceptance of Attributes, if applicable (f) Documentary evidence in support of establishing the Bidder meeting the Qualifying Requirements (QR) (g) Conformity to the Technical Specifications & Scope of Work (h) EFT Form, Registration details etc. (i) Declaration of local Content (if applicable) (j) Any other details required in the Bid Document. (k) MSE Benefit Undertaking, if applicable. (l) Priced Bill of Quantity (BOQ)
11.0	Bid Prices	<p>Bidders shall quote such that the bid price covers all the Supplier's obligations mentioned in or to be reasonably inferred from the bidding documents including all requirements in accordance with the requirements of the Technical Specifications & Scope of Work including testing etc. Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents.</p> <p>Bidders shall give a breakdown of the prices in the manner and detail called for in the Bill of Quantity (BOQ).</p>
12.0	Price Basis	<p>Bidders are required to quote price on the price basis stipulated in the SPC.</p>

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13.0	Bid Currencies	All prices to be quoted by the bidders will be in Indian Rupees only , unless otherwise mentioned in the Special Purchase Conditions, on Variable price basis and to remain valid during the currency of the Contract.
14.0	Bid Security / Earnest Money Deposit (EMD)	
	14.1	<p>The tenderer must furnish the Earnest Money for the work as specified failing which the tender shall be summarily rejected. The Earnest Money may be in any one of the following forms:</p> <p>Pay Order/Demand Draft of any Scheduled Bank in India in favour of Ircn Renewable Power Limited payable at a place as given in Appendix to Tender. It is mandatory for bidders to provide their Banker's details (Name of Bank & Branch) along with their own bank details (Account No., Name of Account Holder, NEFT/RTGS details).</p> <p>Fixed Deposit Receipt issued by any Scheduled Bank in India endorsed in favour of IRCON RENEWABLE POWER LIMITED.</p>
14.2	<p>EMD value up to Rs 10.00 Lacs must be in the form of Pay Order/DD/FDR. In addition, EMD may also be paid through NEFT or RTGS in IRPL's bank account no.: Beneficiary Name: Ircn Renewable Power Ltd. Axis Bank Current Account No. 922020009578697, Branch-Square One, Saket, New Delhi-110017, IFSC-UTIB0000160" payable at New Delhi and email ID: emdbg@ircon.org In case of EMD amount being more than 10 Lacs it can also be deposited in the form of irrevocable bank guarantee valid for minimum 180 days beyond the last date of submission of bid , issued by schedule bank as per the format enclosed at Annexure-7, Volume-I, Section-III, Standard Formats & Check Lists – EMD / BID SECURITY FORM under the BIDDING DOCUMENT. BG not valid for 180 days beyond the last date of submission of bid, will not be considered a valid EMD instrument. The BG must be made invocable at any branch in Delhi/NCR of the issuing bank.</p>	

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		<p>EMD value up to Rs 10.00 Lacs must be in the form of Pay Order/DD/FDR. In addition, EMD may also be paid through NEFT or RTGS in IRPL's bank account no.: Beneficiary Name: Ircon Renewable Power Ltd. Axis Bank Current Account No. 922020009578697, Branch-Square One, Saket, New Delhi-110017, IFSC-UTIB0000160" payable at New Delhi and email ID: emdbg@ircon.org In case of EMD amount being more than 10 Lacs it can also be deposited in the form of irrevocable bank guarantee valid for minimum 180 days beyond the last date of submission of bid , issued by schedule bank as per the format enclosed at Annexure-7, Volume-I, Section-III, Standard Formats & Check Lists – EMD / BID SECURITY FORM under the BIDDING DOCUMENT. BG not valid for 180 days beyond the last date of submission of bid, will not be considered a valid EMD instrument. The BG must be made invocable at any branch in Delhi/NCR of the issuing bank.</p> <p>EMD value up to Rs 10.00 Lacs must be in the form of Pay Order/DD/FDR. In addition, EMD may also be paid through NEFT or RTGS in IRPL's bank account no.: Beneficiary Name: Ircon Renewable Power Ltd. Axis Bank Current Account No. 922020009578697, Branch-Square One, Saket, New Delhi-110017, IFSC-UTIB0000160" payable at New Delhi and email ID: emdbg@ircon.org In case of EMD amount being more than 10 Lacs it can also be deposited in the form of irrevocable bank guarantee valid for minimum 180 days beyond the last date of submission of bid , issued by schedule bank as per the format enclosed at Annexure-7, Volume-I, Section-III, Standard Formats & Check Lists – EMD / BID SECURITY FORM under the BIDDING DOCUMENT. BG not valid for 180 days beyond the last date of submission of bid, will not be considered a valid EMD instrument. The BG must be made invocable at any branch in Delhi/NCR of the issuing bank.</p> <p>The schedule bank issuing the bank guarantee must be on the Structure Financial Messaging System (SFMS) platform. A separate advice of the BG shall invariably be sent by the issuing bank to the Owner's bank through SFMS and only after this, the BG shall become operative and acceptable to the Owner.</p> <p>Earnest Money in the form of Pay Order/DD/FDR/BG shall be scanned & uploaded through online e- Procurement process.</p>
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		<p>Further EMD in original form along with a copy of 'SFMS – Messaging Report' sent by the BG issuing Bank sealed in an envelope must be received by Owner at the address specified in the NIT not later than the prescribed date and time for e-bid submission. Proof of transaction towards payment of Earnest Money through NEFT or RTGS shall be scanned either in PDF or JPEG format such that file size is not more than 5 MB and uploaded during the online submission of the e-bid not later than the prescribed date and time for e-bid submission.</p> <p>No interest shall be allowed on Earnest Money Deposit.</p>
	14.3	<p>The EMD may be forfeited</p> <ol style="list-style-type: none"> a. The Earnest Money of the tenderer shall be forfeited if he withdraws his tender after opening of the tender during the period of tender validity specified or extended validity period as agreed to in writing by the tenderer. b. The Earnest Money of the successful tenderer is liable to be forfeited if he fails to; sign the Contract Agreement in accordance with the terms of the tender or furnish the Performance Guarantee in accordance with the terms of the tender or commence the work within the time period stipulated in the tender. c. In case any of successful Bidder(s) of Tender -1 and/or Tender -2 fail to execute the Tripartite Agreement within 28 days of issue of Notification of Award to the successful Bidder(s) of Tender-2 then the EMD/Bid Security of the defaulter bidder shall be forfeited. d. In case of forfeiture of EMD, the tenderer shall be debarred from bidding in case of re-invitation of the tenders.

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	14.4	<p>Return of Earnest Money:</p> <p>The Earnest Money of the unsuccessful tenderers in the form of FDR/BG shall be discharged and returned as promptly as possible and the Earnest Money in the form of DD/Pay Order/ NEFT or RTGS shall be directly credited to his bank account through Electronic Fund Transfer, under advice to the bidder.</p> <p>The Earnest Money Deposit of the successful tenderer shall be dealt as under:</p> <ol style="list-style-type: none"> a. The Earnest Money Deposit of the successful tenderer shall be returned after submission of the Performance Bank Guarantee / Performance Security in the acceptable form as per relevant contract conditions and verification of the same from the issuing bank. b. In case, there is no provision in the contract for submission of Performance Bank Guarantee: c. If the Earnest Money Deposit is in the form of Fixed Deposit Receipt (FDR)/Bank Guarantee (BG), the FDR/BG shall be returned after deduction of an equivalent amount from the first on account bill and further deduction of retention money from the bills shall commence after adjusting this EMD amount. d. If the Earnest Money Deposit (EMD) is in the form of Demand Draft/Pay Order/ NEFT or RTGS, the same shall be retained towards retention money and further deduction of retention money from the bills shall commence after adjusting this EMD amount.
15.0	<p>Confirmation of BGs through Structured Financial Messaging System (SFMS)/SWIFT</p>	<p>While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to OWNER's Beneficiary Bank whose details are provided in the Special Purchase Conditions.</p> <p>Bidders are advised to ensure that the message is sent by their Bankers and the Bidders must submit the reference details as part of the bid with the EMD.</p>

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16.0	Ineligibility For Future Tenders	Notwithstanding the provisions regarding forfeiture of Earnest Money Deposit specified above, if a bidder after having been issued the Purchase Order/Contract, either does not accept the Purchase Order/Contract or does not submit an acceptable Performance Security and which results in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of the particular package.
17.0	Period of Validity of Bids (Techno-Commercial Bid and Price Bid)	<p>Bids shall remain valid for a period of 180 days from the closing date prescribed by OWNER for the receipt of bids, unless otherwise specified in Special Purchase Conditions (SPC). A bid valid for a shorter period shall be rejected by OWNER as being non-responsive.</p> <p>In exceptional circumstances, OWNER may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing by post or email or by telefax followed by post confirmation. If a Bidder accepts to extend the period of bid validity, the validity of Earnest Money Deposit shall also be suitably extended. A Bidder may refuse the request without forfeiting its Earnest Money Deposit. A Bidder granting the request will not be required nor permitted to modify its bid.</p>
18.0	Nil Deviation	<p>No deviation, whatsoever, is permitted by OWNER to any provision of Bidding Documents and its subsequent Amendment(s) / Clarification(s) / Addenda / Errata, if any, issued by the OWNER.</p> <p>The Bidders are advised that while making their Bids and quoting prices, all conditions are appropriately taken into consideration.</p>

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		<p>.Bidders shall certify their compliance to the complete Bidding Documents and its subsequent Amendment(s) / Clarification(s) / Addenda / Errata, if any, issued by the OWNER by accepting the following attribute at e-tender portal in Bid Invitation for Price Bids:</p> <p>“Do you certify full compliance to all provisions of Bid Doc”</p> <p>In case the Products and/or Services offered do not meet the technical requirements, the bid shall be rejected as Technically non-responsive.</p> <p>Bidders may note that in case the Bidder refuses to withdraw additional conditions/deviations/variations/exception, implicit or explicit, found anywhere in the techno-commercial bid, the bid shall be rejected as Technically non-responsive.</p> <p>Bidders may also note that any deviation/variation in any form in the Price Bid shall result in forfeiture of EMD.</p>
19.0	Format and Signing of Bid	<p>The bid including all documents uploaded in the on-line bid shall be digitally certified by a duly authorised representative of the Bidder to bind him to the contract using Class II or Class-III digital signature (in the name of designated individual with Organisation name). The Digital Signature shall be as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI) namely Controller of Certifying Authorities (CCA) of India.</p> <p>An authorisation letter/power of attorney indicating that the person signing the bid has the authority to sign the bid is to be submitted in Physical form and copy uploaded as part of the Techno-commercial Bid.</p>
20.0	Submission of Bids	<p>Bid shall be submitted through e-tender mode in the manner specified elsewhere in bidding document. No Manual/ Hard Copy of the Bid shall be acceptable except those asked for in Physical form. The Techno-Commercial Bid along with the relevant attachments shall be submitted in Envelop-I. Price Bids shall be submitted in Financial electronic form. Other attachments containing financial data should be submitted in envelope-II (Price Bid). OWNER shall not be responsible for corrupted files, if any, uploaded on ETENDERING OF CPP e-tender Portal. Further file related to particular Attachment/Schedule including their annexure/appendices, if any, shall be given name of that Attachment/Schedule only.</p>

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20.1	PHYSICAL BID	
20.1.1	Bid Security Declaration, POA, Pass Phrases, Deed of Joint Undertaking (if applicable) etc.	<p>Unless otherwise specified in the SPC, following Documents to be submitted in physical form (as brought out at ITB clause 14.0) in a sealed envelope duly marked as EARNEST MONEY DEPOSIT with Tender Reference number, Title, Tender Id and Date of Opening of Bid addressed to the OWNER at the address given in the Special Purchase Conditions:</p> <ul style="list-style-type: none"> (i) The Earnest Money Deposit in accordance with ITB Clause 14.0 /MSE certificate as per MSMED Act 2006 (if applicable) in accordance with ITB Clause 4.0 (ii) The 'Integrity Pact" (Pre-signed) as per of Annexure 13 of Volume I Section IV duly signed by the signatory authorized to sign the bid (iii) Notarized Power of Attorney to sign the bid (iv) Certificate of NIL Deviation (Annexure 01 of Vol I Section III) <p>All the above shall be put in one envelope. The envelope shall be addressed to the OWNER at the address given in the Special Purchase Conditions and bear the Tender Reference number, Title, Bid document number, Date of Opening of Bid</p> <p>These documents will be checked before opening of the on-line Techno-commercial bid and only those bids where valid documents are available will be allowed for opening</p> <p>Bidders are advised to ensure that the above should reach the addressee (OWNER) before the last date & Time for submission of Bid as specified in the NIT / Tender. OWNER shall not be responsible for any loss or delay in transit of these documents</p>
20.2	ON-LINE	<p>Bid along with all the documents should be submitted online only on ETENDERING OF CPP e-tender Portal.</p> <p>Any revision or amendment in bid shall be possible only up to the due date and time of submission of tender.</p> <p>Bidders may note that in case they do not fill the conditions in ETENDERING OF CPP Portal appropriately or do not accept the attributes on ETENDERING OF CPP portal, their bids shall be not evaluated and shall be rejected.</p>

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		Further, Integrity Pact (Pre- signed), Notarized Power of Attorney, Certificate of Nil Deviation submitted through email before last date & time of bid submission is acceptable to OWNER and such submission vide e-mail shall be considered as meeting the requirements stipulated above in respect of submission of above documents.
20.2.1	Techno-Commercial Bid	
(A)	TECHNICAL PART	Following Attachments along with Techno-Commercial Bid Form shall be uploaded at e-tender portal (Technical Part) 1. Techno-Commercial Bid Form 2. Annexure-02 (Form of Acceptance of Fraud Prevention policy) 3. Annexure-03 (Declaration on Banning Policy) 4. Annexure-04 (Certificate of compliance on qualifying requirement) 5. Annexure-05 (Details of PAN number, GSTIN etc.) 6. Annexure-06 (EFT Form) 7. Annexure-12 (Summary of Details & Documents in Support of QR) 8. Annexure-12A (Details pertaining to Technical Qualification of Bidder – Contact details of Client) 9. Annexure-12B (Proforma of Certificate from the CEO/CFO) 10. Annexure-A (Format of Undertaking)
(B)	TECHNICAL PART	(A) The bidder shall furnish documentary evidence in support of meeting the Qualifying Requirements if stipulated in the Notice Inviting Tender (NIT) and Special Purchase Conditions (SPC). (i) Bidder’s Qualifications, Eligibility and Conformity to the Qualifying Requirements (QR) (ii) Documents in support of meeting QR stipulated in the tender. (iii) Relevant Annexures duly filled as enclosed in Volume-I Section-IV (Standard Forms & Check Lists etc)
		(B) To establish the conformity of the Goods and related Services to the Bidding Document, the Bidder shall furnish as part of its Bid, the documentary evidence wherever applicable that the Goods and related Services conform to the requirements specified. Apart from the technical requirements as stipulated in the bidding documents, data sheets etc. the documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item- by-item description of the essential technical and performance characteristics of the Goods and related Services, demonstrating substantial responsiveness of the Goods and related Services to those requirements.

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		<p>EFT form and Registration details (GSTIN, PAN card and Cancelled Cheque-in original) of the bidder to be submitted with the bid.</p> <p>Wherever a Bidder (OEM/OES/Manufacturer) intends to forward the enquiry to his dealer/distributor/channel partner to quote in the tender, an Authorization letter from the Bidder (OEM/OES/Manufacturer) is to be submitted to the tender issuing authority before the BOD to enable OWNER to add the dealer to enable the dealer/distributor/channel partner to submit the bid online. However, this provision shall not be applicable for OPEN Tenders.</p> <p>Any other documents asked for in the Bidding Documents - Special Purchase Conditions and Technical Specifications & Scope of Work.</p> <p>The bidders shall upload the following:</p> <ul style="list-style-type: none"> (a) Eligibility and Conformity to the Technical Specifications & Scope of Work (b) Documents asked for in the Technical Specifications & Scope of Work (c) EFT Form (d) Fraud Prevention Policy (e) Declaration on Policy for Withholding and Banning of Business Dealings (d) Any other document asked for in the Bidding Documents - Special Purchase Conditions and Technical Specifications & Scope of Work. 	
		<p>The Techno-Commercial Bid should not contain any price content entry. In case, the Techno-Commercial Bid is found to contain any price content, such bid shall be liable for rejection.</p>	
20.2.2	<p>Price Bid FINANCIAL ELECTRONIC FORM</p>	<p>The Price Bid should be quoted in the electronic form only on ETENDERING OF CPP portal.</p> <p>Price Schedules and the following Attachments shall be uploaded at e-tender portal (Financial Part):</p> <ol style="list-style-type: none"> 1 Price Schedules 2 Annexure No. 5-P (Declaration of Breakup of Nominal Ratings of Wattage of PV Modules) 3 Annexure No. 5-P1 (Dimensional details for Modules for design of Module Mounting arrangement being provided by Bidder) <p>Bidder has to ensure that their bid submission is complete in all respect before the last date and time for bid submission.</p>	
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		<p>Bidders shall necessarily submit the prices on-line in the Financial Part on the ETENDERING OF CPP Portal only.</p> <p>For preparation of the “Price Bid”, Bidders are expected to take into account the requirements and conditions of the bidding documents. The Price Bid shall be made in the Financial Part of the Electronic Form on the ETENDERING OF CPP Portal only of Bidding Documents.</p> <p>The rate quoted by the bidder shall be inclusive of all provisions for incidental expenses necessary for proper execution and completion of the work in accordance with the terms & condition of the bidding document.</p> <p>All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the special purchase conditions, on VARIABLE price basis and to remain valid during the currency of the Contract.</p>
	<p>Documents to be uploaded in the format stipulated in the tender.</p>	
	<p>Note:</p>	<ol style="list-style-type: none"> 1. The price bid shall be opened depending upon the type of Bidding as specified in the Special Purchase Conditions (SPC). 2. In case of Single Stage Single envelope bidding, Price Bid shall be opened on the date and time specified in the NIT. 3. In case of Single Stage Two envelope bidding, Price Bid of those bidders whose bids are found to be qualified and technically & commercially responsive shall be opened at a later date under intimation to such bidders. <p>Schedule No. 1 Ex-works supply of Solar PV Modules and Mandatory Spares.</p> <p>Schedule No. 2 Local Transportation including Inland Transit Insurance & other local costs incidental to delivery of Solar PV Cells including mandatory spares.</p> <p>Schedule No. 3 Goods and Services Tax (GST), applicable on Schedules 1, 2 , which is not included in the bid price.</p>

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		<p>The processing time for data exchange depends on the internet speed of the bidder, therefore bidder should avoid the last minute hosting of their bid. The bids visible to the OWNER will be final for the purpose of acceptance.</p> <p>OWNER may, at its discretion, extend this deadline for submission of bids, in which case all rights and obligations of OWNER and Bidders will thereafter be subject to the deadline as extended.</p>	
22.0	Modification and Withdrawal of Bids	<p>The Bidder may modify or withdraw its bid upto the bid submission deadline as per the process of ETENDERING OF CPP Portal.</p> <p>If a Bidder has submitted the required physical documents and wishing to withdraw its bid shall notify OWNER in writing prior to the deadline prescribed for bid submission. A withdrawal notice may also be sent by post or by telefax followed by post confirmation postmarked not later than the deadline for submission of bids.</p> <p>No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 17. Withdrawal of a bid during this interval may result in in the Bidder's forfeiture of its Earnest Money Deposit, pursuant to ITB Clause 14.8(a) above.</p>	
23.0	Opening of Bids		
	Techno-Commercial Bid Opening	<p>23.1 The Owner will open the Stage-I (Techno-Commercial bids) at the time, on the date and at the place specified in the Bid Data Sheet. In the event of the specified date for the opening of bids being declared a holiday for the Owner, the bids will be opened at the appointed time on the next working day. Bidder's attendance during the Techno-commercial Bid opening in IRPL Premises is not envisaged.</p> <p>The Owner shall first open the Bid Security, Power of Attorney and Integrity Pact (submitted offline) of all the bidders. Based on the Bid Security and Integrity Pact received, bids of only those bidders will be opened whose Bid Security and Integrity Pact are acceptable as per conditions of the bid document.</p> <p>23.2 Bids not accompanied by requisite bid security in a separate sealed envelope pursuant to ITB Clause 14, and/or Bids not accompanied by Integrity Pact (IP) as per requirements of ITB Clause 39 in a separate sealed envelope will be rejected and shall not be opened.</p> <p>23.3 Techno-Commercial Bids (and modifications sent pursuant to ITB Sub-Clause 22) that are not opened during bid opening will not be considered for further evaluation, regardless of the circumstance.</p>	
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		<p>23.4 Techno-Commercial Bids which are generally responsive to the operating and performance requirements as laid out in Technical Specifications, Section-VI of bidding documents will then be considered for evaluation.</p> <p>23.5 The Price Bid will remain unopened and shall be opened separately by OWNER after completion of evaluation of Techno-Commercial Bids.</p>
	Price Bid Opening	<p>After evaluation process of Techno-Commercial bids is completed, Price bids shall be opened for only the bidders whose Bids are found and decided as substantially responsive by the Owner. Bidder's attendance during the Price Bid opening in IRPL Premises is not envisaged</p>
24.0	Clarification on Bids	<p>During bid evaluation, OWNER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to the Purchase Orders/Contracts executed declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT/IFB. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid including substitution of Purchase Orders/Contracts executed in the bid by new/additional Purchase Orders/Contracts executed for conforming to Qualifying Requirement shall be sought, offered or permitted..</p>

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<p>25.0</p>	<p>Preliminary Examination Of Techno-Commercial Bids</p>	<p>The Owner will examine the Bids to determine whether the same are complete, whether required documents have been furnished, whether the documents have been properly signed and whether the Bids are generally in order.</p> <p>During evaluation and comparison of bids, the owner may, at his discretion ask the bidder for clarification on its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained as all such clarifications would have been obtained prior to the submission of the bid.</p> <p>The Owner may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p>Prior to the detailed evaluation, the Owner will determine whether each Techno- commercial bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that (a) materially conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionalities or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that affects in any substantial way the scope, quality, or performance of the contract; (ii) that limits, in any substantial way that is inconsistent with the Bidding Documents, the Owner's rights or the Successful bidder's obligations under the Contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.</p> <p>No deviation, whatsoever, is permitted by OWNER to any provisions of Bidding Documents. The Bidders are advised that while making their Bid proposals and quoting prices, all conditions may appropriately be taken into consideration. Bidders shall certify their compliance to the complete Bidding Documents through e tendering mode by accepting the following attribute in Main Screen of Bid Invitation:</p> <p>"Do you certify full compliance to all provisions of Bid Doc?"</p> <p>Acceptance of above attribute shall be considered as Bidder's confirmation that any deviation to the any Provisions found anywhere in their Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing</p>
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		<p>which the bid security shall be forfeited.</p> <p>The Owner's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by the Owner, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.</p>	
26.0	Qualification	<p>Bidders are required to furnish the details of the past experience like authentic Work Orders/Purchase Orders/Letter of Awards/Contract Agreements, client certificates, completion certificate, etc. in support of meeting the Qualifying Requirements based on which selection is to be made as per format at Annexure 12 of Volume I Section III of the bidding documents. These references shall only be considered to ascertain the bidder's compliance to Qualifying Requirement (QR). No claims without supporting documents shall be accepted in this regard. However, if any of the Work Orders/Purchase Orders/Letter of Awards/Contract Agreements pertains to the work executed by Bidder for OWNER in the past, then in respect of such Work Orders/Purchase Orders/Letter of Awards/Contract Agreements, Bidder shall not be required to enclose Client Certificate along with its Bid.</p> <p>Bidders wishing to provide additional Work Orders/Purchase Orders/Letter of Awards/Contract Agreements are required to declare the same in similar format which shall be additionally attached and uploaded. However, bidders are not permitted to quote more than the three times the number of Works/Work Orders/Purchase Orders/Letter of Awards/Contract Agreement asked for in the Qualifying Requirements (QR) or the number specified in the SPC.</p> <p>Bidders shall certify their compliance on "Qualifying Requirements" of OWNER by accepting the following attributes in the Electronic Forms on the CPP Portal:</p> <p>" Do you certify full compliance on Qualifying Requirements "</p> <p>Acceptance of above attribute shall be considered as bidder's confirmation to the following conditions:</p> <p>(a) The number of reference Works/Orders quoted by Bidder in relevant</p>	
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		<p>Annexure of the bid, for establishing compliance to the specified Qualifying Requirement (QR), are in accordance with the provision specified in Special Purchase Conditions (SPC).</p> <p>(b) The reference Works/Orders/declared Orders shall only be considered for evaluation/establishing compliance to Qualifying Requirement (QR). Any reference Orders declared more than as specified in Special Purchase Conditions shall not be considered for evaluation/establishing compliance to Qualifying requirements.</p> <p>(c) No change or substitution in respect of reference Orders for meeting the specified Qualifying Requirement (QR) shall be offered by the bidder</p> <p>OWNER will determine to its satisfaction whether the participating bidders are qualified to satisfactorily perform the contract in terms of the qualifying requirements stipulated in the NIT/IFB. It will be based upon an examination of documentary evidence of bidder's qualification submitted by the bidder in Annexure 12 of Techno-Commercial Bid as well as such other information as OWNER deems necessary and appropriate. Notwithstanding anything stated anywhere else in the bidding documents, OWNER reserves the right to seek in writing information relating to qualifying requirements in addition to details contained in the bid. The bidder shall furnish required information promptly to OWNER. OWNER will shortlist the Bidders meeting the stipulated Qualifying Requirements.</p> <p>During the bid evaluation the OWNER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to only the Work Orders/Purchase Orders/Letter of Awards/Contract Agreements declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT/Bidding Documents. The request for clarification and the response shall be in writing and no change in the price or substance of the bid including substitution of reference Work Orders/Purchase Orders/Letter of Awards/Contract Agreements in the bid by new/additional Work Orders/Purchase Orders/Letter of Awards/Contract Agreements for conforming to Qualifying Requirement shall be sought, offered or permitted.</p> <p>OWNER reserves the right to verify any claims made by vendors and to carry out a capability assessment. The decision of OWNER shall be final in this regard.</p> <p>Notwithstanding any stated above, OWNER reserves the right to</p>
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		<p>undertake a physical assessment of the capacity and capabilities including financial capacity and capability of the Bidder to perform the Contract, should the circumstances warrant such as assessment in the overall interest of OWNER.</p> <p>Bids not meeting the requirements as stated in the Bidding Documents/NIT shall be rejected.</p> <p>An affirmative determination of meeting the qualifying requirements will be a prerequisite for further evaluation of Techno-Commercial bid. A negative determination will result in rejection of the Bidder's Techno-Commercial Bid in which event OWNER will not open the Price Bid of the concerned bidder.</p> <p>A negative determination may result in the rejection of the Bid.</p>
27.0	Evaluation Of Techno-Commercial Bids	<p>OWNER will carry out a detailed evaluation of the Techno-Commercial bids (of the qualified bidders shortlisted as above) previously determined to be substantially responsive in order to determine whether the technical and commercial aspects are in accordance with the requirements set forth in the bidding documents. In order to reach such a determination, OWNER will examine and compare the technical and commercial aspects of the bids on the basis of the information supplied by the bidders. Bidder may note that no deviation, whatsoever, is permitted by OWNER to any provisions of Bidding Documents.</p> <p>In case the Bidder refuses to withdraw additional conditions/deviations/variations/exception, implicit or explicit, found anywhere in the bid in respect of techno-commercial requirements of the bidding documents, without any financial implication whatsoever to the OWNER, the bid shall be rejected as technically non-responsive. Product(s) and/or service(s) not meeting the specified technical requirements & scope work, shall be rejected.</p>
28.0	Preliminary Examination Of Price Bid	<p>The OWNER will examine the Price bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.</p> <p>In case any additional conditions/ deviations/ variations/exception, implicit or explicit, is found anywhere in the Price bid, the Price Bid shall be rejected and the Earnest Money Deposit shall be forfeited.</p>

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29.0	Discrepancies In Bid	<p>In case of discrepancies in the bid, the following will be adopted to correct the discrepancies for Arithmetical for the purpose of evaluation.</p> <ol style="list-style-type: none"> a) In case of discrepancy between unit price in figures and words, the unit price in words will be considered as correct. b) In case of discrepancy between unit price and total price, the unit price will be considered as correct. c) In case of discrepancy between unit price and total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly.
30.0	Evaluation Criteria	<p>The evaluation criteria specified in Special Purchase Conditions (SPC) shall over-ride all other similar related clauses appearing elsewhere in the bidding documents.</p> <p>The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this Bidding Document.</p>
31.0	Evaluation Of Bids	<ol style="list-style-type: none"> a) The OWNER shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive. b) To evaluate a Bid, OWNER shall only use the criteria and methodologies defined in this document. c) To evaluate a Bid, OWNER shall consider the following: <ul style="list-style-type: none"> • The bid price as quoted in the Financial Part of the Electronic Form on ETENDERING OF CPP Portal. • Price adjustment for correction of discrepancy. • Price adjustment due to discounts offered; • Price adjustment due to Price Preference, pursuant to ITB clause 4.0, if applicable <p>• Price adjustment due to Price Preference due to any other condition specified in Special Purchase Condition;</p> <p>Price adjustment due to application of the evaluation criteria.</p>

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32.0	Contacting The OWNER	<p>Subject to ITB clause 24.0 above, no Bidder shall contact the OWNER on any matter relating to its bid, from the time of the opening of Bids to the time the contract is awarded.</p> <p>Any effort by a Bidder to influence the OWNER in the OWNER's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.</p>
33.0	OWNER's Right To Accept Any Bid And To Reject Any Or All Bids	<p>The 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 Contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder(s) of the grounds for the OWNER's action.</p>
34.0	Award Criteria	<p>Subject to ITB Clause 33, the OWNER will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the Bidder is determined to be qualified to perform the contract satisfactorily, as per provisions of clause 4.0 and 4.1, if applicable. Refer the 'Terms & Conditions' .</p> <p>The Bidder will be required to comply with all requirements of the Bidding Documents without any extra cost to the OWNER, failing which his Earnest Money Deposit shall be forfeited.</p>
35.0	Construction of Contract	<p>If required, OWNER may place separate Orders for supplies and Services.</p> <p>The award of separate Purchase Orders shall not in any way dilute the responsibility of the Supplier for the successful completion of the Facilities as per Contract documents and a breach in one Purchase Order shall be construed as a breach of the other Purchase Order(s) which will confer a right on the OWNER to terminate the other Contract(s) also at the risk and cost of the Supplier.</p> <p>The total value of all the orders shall be the Total Package value.</p>
36.0	Notification of Award	<p>Prior to the expiration of the period of bid validity, the OWNER will notify the successful Bidder in writing by email or letter or by telefax to be confirmed in writing by letter sent by Speed Post/Registered/courier, that its bid has been accepted. The notification of award (Purchase/Service Order) will constitute the formation of the contract and shall be effective from the date of award.</p>

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37.0	Corrupt or Fraudulent Practices	<p>OWNER requires that Bidders, Suppliers observe the highest standard of ethics during the procurement and execution of the contracts. In pursuance of this policy, OWNER:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the OWNER, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the OWNER of the benefits of free and open competition;</p> <p>(b) will reject a bid for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract of the OWNER.</p>	
38.0	Fraud Prevention Policy	<p>The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to the Fraud Prevention Policy of OWNER and shall immediately apprise OWNER about any fraud or suspected fraud as soon as it comes to their notice.</p> <p>A Certificate to this effect shall be furnished by the bidder along with its Techno-Commercial Bid in relevant attachment to Bid Form as per format enclosed in the Bidding Documents at Annexure 02 of Volume I Section</p> <p>III. “Do you accept the Fraud Prevention Policy of OWNER?”</p> <p>If in terms of above policy, it is established that the bidder/his representatives have committed any fraud while competing for this contract then the Earnest Money Deposit shall be forfeited.</p>	
39.0	Banning Policy	<p>The OWNER has in place a policy for withholding and banning of business Dealings and same is displayed on its tender website Business dealings may be withheld or banned with the Bidder/ Supplier on account of any default by the Supplier under GPC clause 42 (a) to (d) or any of the grounds detailed in the said Banning Policy.</p>	
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		<p>Bidders shall accept the attribute in the Electronic Form on the ETENDERING OF CPP Portal to this effect as below:</p> <p>“Do you accept Withholding & Banning Policy of Business Dealing Policy of OWNER?”</p>
40.0	Integrity Pact	<p>Bidders are required to unconditionally accept the "Integrity Pact (IP)" (executed on plain paper) as per as per Annexure 13 to the Bidding Documents Volume 1 Section-III to the Bidding Documents, and submit the same duly signed on all pages by the bidder's authorized signatory alongwith the bid. Where the Joint Venture(s) / Consortium are permitted to participate in the bid, the signing of Integrity Pact (IP) by all JV Partner(s) / Consortium members is mandatory. The Integrity Pact (IP) is to be submitted in a separate sealed envelope. Bidder's failure to comply with the aforesaid requirement regarding submission of 'Integrity Pact (IP)' shall lead to outright rejection of the bid and in such case the bids shall be returned unopened to the bidder.</p>
41.0	Indian Agents	<p>In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product.</p> <p>If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit bid on behalf of another Principal/OEM in the same tender for the item/product.</p>
42.0	<p>Ineligibility for Participation in Future Tenders</p> <p>{ITB Clause No. 16.0}</p>	<p>Ineligibility for participation in future tenders</p> <p>If a bidder after opening of tenders where EMD is not submitted, then such bidder shall be treated as ineligible for participation in the future tenders issued from IRPL for a period of 6 months from the date of withdrawal of the bid.</p> <p>If a bidder after having been issued the Notification of Award/Purchase Order of a package where EMD is 'NIL/Not applicable' or exempted for bidder as per policy guidelines, or where a bidder has submitted "Bid Security" in lieu of Bid Security/ EMD, either does not accept the Notification of Award/ Purchase Order or does not submit an acceptable Performance Security, and which result in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of this particular package and contractual action may be taken as per provisions of the Bidding documents. Further,</p>

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		such vendor shall also be dealt as per the provisions of the policy for Withholding and Banning of Business Dealings.
43.0	Restrictions on procurement from a Bidder of a country which shares a land border with India	Restrictions on procurement from a Bidder of a country which shares a land border with India
43.1		<p>Any Bidder (including its Collaborator/Associate/DJU Partner/JV partner/Consortium Member/Assignee, wherever applicable) from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority as mentioned in Special Purchase Conditions (SPC).</p> <p>Such registration should be valid for the entire period of bid validity or any extension thereof. However, in case the validity period of registration is less than bid validity period, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids, failing which the bid shall be rejected.</p> <p>Further the successful bidder shall not be allowed to sub-contract supplies/services/works to any “Sub-contractor” from a country which shares a land border with India unless such Sub-contractor is registered with the competent Authority as mentioned in SPC.</p> <p>However, the said requirement of registration will not apply to bidders/subcontractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs.</p>
43.2		“Bidder” (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
43.3		“Sub-contractor” (including the term ‘Sub-vendor’/Sub-supplier’ in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of Sub-contractors stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

43.4		<p>“Bidders from a country which shares a land border with India” / “Sub-contractor from a country which shares a land border with India” mentioned in para 43.1 above means:</p> <p>a) An entity incorporated, established or registered in such a country; or b) A subsidiary of an entity incorporated, established or registered in such a country; or c) An entity substantially controlled through entities incorporated, established or registered in such a country; or d) An entity whose <i>beneficial owner</i> is situated in such a country; or e) An Indian (or other) agent of such an entity; or f) A natural person who is a citizen of such a country; or g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p>
43.5		<p>The beneficial owner for the purpose of clause “43.4” above will be as under:</p> <p>a) In case of company of Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation: i. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company; ii. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements.</p> <p>b) In case of a partnership firms, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p>c) In case of an unincorporated associations or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</p> <p>d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing officials;</p> <p>e) In case of a trust, the identifications of beneficial owner(s) shall include identification of the author of trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p>
43.6		<p>An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p>

	Important Note	The Special Purchase Conditions will supersede any other related conditions anywhere else in the tender documents and will prevail for evaluation / finalization of the tender.
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Sub: Preference to Make In India and Eligibility for Participation/ granting of Purchase Preference to Class-I local suppliers- regarding

It is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of Goods and Services in India with a view to enhancing income and employment. In this regard, the following guidelines, concerning the procedure to be adopted for granting Eligibility for Participation/purchase preference to local suppliers, are hereby issued:

1.0 Definitions:

a. **'Local content'** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the goods, services or works procured (excluding net domestic indirect taxes) minus the value of imported content in the goods, services or works (including all customs duties) as a proportion of the total value, in percent

b. **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier'.

'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier'.

c. **'L 1'** means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

d. **'Margin of purchase preference'** means the maximum extent to which the evaluated bid price of a 'Class-I local supplier' may be above the L 1 for the purpose of purchase preference.

e. **Fraud Prevention Policy** - shall mean the policy related to prevention of fraud displayed on NTPC tender website
<https://etenders.gov.in/eprocure/app;jsessionid=F90A7689A0BF87EF35B88D2CA57C6FD4.cp>
[psug](#)

<p>MONO PERC BIFACIAL SOLAR MODULE, 530WP+ FOR PAVAGADA SOLAR PV PROJECT AT PAVAGADA IN KARNATAKA (500 MW / 600 MWp) BIDDING DOCUMENT NO.: IRPL/SOLAR/SOLAR PV MODULES/9</p>	<p>INSTRCUTIONS FOR BIDDERS</p>	<p>Page 32 of 34</p>
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2.0 Eligibility for Participation/Purchase Preference:

2.1 Eligibility for Participation

Only Class-I Local Suppliers are eligible to Bid. Bids received (if any) from Class- II and Non-Local Supplier shall be out rightly rejected.

3.0. Minimum Local Content

3.1The local content requirement to categorize a Bidder/Supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%.

4.0 Verification of Local Content:

4.1 The 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide, in the Bid Form/relevant Attachment of Techno- Commercial Bid, self-certification / declaration that the Item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier' and shall give details of the location(s) at which the local value addition is made.

4.2 In case, the total bid price of the supplier/ bidder is in excess of INR 10 crore, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content during execution prior to submission of last bill for payment.

In case aforesaid Certificate furnished by Contractor/Vendor is not in line with the declaration in respect of Local content in their bid, same shall be treated as false declaration.

4.3 However, if the item(s) offered by Supplier are manufactured in India under license from foreign manufacturers holding intellectual property rights and where there is a transfer of technology agreement, the supplier shall be required to provide, in the relevant Attachment of Techno-Commercial Bid, self-certification / declaration to this effect for availing exemption from meeting the Minimum Local Content requirement.

4.4 False declarations will be dealt in line with the Fraud Prevention Policy and Banning Policy of NTPC.

4.5 In case of false declaration/ violation of the provision of PPP-Mli Order, if a bidder has been debarred / banned by NTPC, then the fact and duration of debarment should be promptly brought to the notice of the Member-Convenor of the Standing Committee (as per para 16 of PPP-Mli Order) and the Department of Expenditure through Ministry of Power, GOI.

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4.6 A supplier who has been debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP- Mii Order) dated 15.06.2017 and its subsequent revisions/ amendments issued by Department of Industrial Policy and Promotion (DIPP) shall not be eligible for evaluation/preference, as applicable, under the aforesaid procedures for duration of the debarment. The 'Class-I local supplier'/ 'Class-II local supplier' shall be required to furnish a confirmation in this regard in the Bid Form/relevant Attachment of Techno-Commercial Bid.

5.0 Local Sourcing

5.1 The Bidder/its Sub-vendors must be Class-I local supplier for Solar PV Modules.

Further both Solar Photovoltaic (SPV) cells and modules should also be DCR (Domestic Content Requirement) compliant as specified by MNRE, in addition to bidder being Class-I local supplier

5.2 The Bidder / Contractor are requested to encourage and promote domestic manufacturing and production of goods and services by sourcing goods and services applicable under the contract / package from domestic suppliers / service providers. In this regard, Bidder shall also follow guidelines / advisory issued by Government of India from time to time, to the extent applicable to them, regarding promotion of local sourcing of goods including Bought out Items and services.

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DESIGN, MANUFACTURING, SUPPLY, PACKING & FORWARDING OF DOMESTIC CONTENT REQUIREMENT (DCR) COMPLIANT MONO PERC BIFACIAL SOLAR MODULE, 530WP+ FOR PAVAGADA SOLAR PV PROJECT AT PAVAGADA IN KARNATAKA (500 MW / 600 MWp)

VOLUME – I
SECTION II

GENERAL PURCHASE CONDITIONS

Bid Document No.
IRPL/SOLAR/SOLAR PV MODULES/9

MONO PERC SOLAR PV MODULES , 530 Wp + FOR PAVAGADA SOLAR PV PROJECT AT PAVAGADA IN KARNATAKA BIDDING DOCUMENT NO.: IRPL/SOLAR/SOLAR PV MODULES/9	VOLUME I SECTION-II GENERAL PURCHASE CONDITIONS	Page 1 of 25
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38.	Change in laws and regulations
39.	No breach of contract
40.	Obligations of the Supplier
41.	Force majeure
42.	Termination
43.	Risk purchase
44.	Limitation of Liability
45.	Fraud Prevention Policy
46.	Integrity Pact
47.	No Claim for interest or damage

The Special Purchase Conditions (SPC) will supersede any related conditions anywhere in the Bidding Documents and will prevail for evaluation / finalization of the tender.

1.0	Definitions & Terminology	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>“Contract” means the Purchase Order/Service Order / Notification of Award / Contract Agreement, to which these General Purchase Conditions (GPC) are attached together with all the documents listed in such signed Contract.</p> <p>“Contract Documents” means the documents listed in Article 1.1 (Contract Documents) of the Form of Contract Agreement (including any amendments thereto).</p> <p>Contractor shall mean the L1 Bidder (s) to whom the Notification of Award (NOA) shall be issued and with whom the Contract Agreement shall be executed for successful execution of all the tender terms and conditions.</p> <p>“GPC” means the General Purchase Conditions. “SPC” means the Special Purchase Conditions.</p> <p>“Day” means calendar day of the Gregorian Calendar. “Month” means calendar month of the Gregorian Calendar.</p> <p>“Owner / Solar Power Developer (SPD)” means IRCON Renewable Power Ltd., New Delhi and includes the legal successors or permitted assigns of the OWNER.</p> <p>“SPV Cell Supplier / Cell Supplier” shall means a party/entity who shall be Manufacturer and/or Supplier of MONO PERC BIFCIAL SOLAR CELLS 10 BB+, 182 mm i.e. L1 / Successful Bidder(s) of Tender-1.</p> <p>“Module Manufacturer / Supplier” shall mean a party/entity which shall issue Solar PV Cells Contract Agreement/NOA to the SPV Cell Supplier and shall be responsible for contract execution i.e. L1 / Successful Bidder(s) of Tender-2.</p> <p>“ NOA” Shall means Notifications of award.</p> <p>“ PO” Shall means Purchase order.</p> <p>“LOA” Shall means letter of award.</p> <p>“Facilities” Shall means MONO PERC BIFCIAL SOLAR MODULES ,530+</p> <p>“Supplier” shall mean a party/entity who shall be Manufacturer and/or supplier of MONO PERC BIFCIAL SOLAR MODULES ,530+</p>
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	<p>“Applicable Law” - This Contract including all matters connected with this Contract shall be governed and construed in accordance with the Indian Law both substantive and procedural and shall be subject to the exclusive jurisdiction of Indian courts at Delhi, India.</p>
	<p>“Contract Price” means the price to be paid for the performance of the Services, in accordance with the payment terms, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.</p>
	<p>“Government” means the Government of the Owner’s country ie INDIA.</p>
	<p>“Local Currency” means the currency of the Government of India.</p>
	<p>“Party” means the Owner or the Bidder, as the case may be, and “Parties” means both of them.</p>
	<p>“Personnel” means persons hired by the Bidder as employees and assigned to the performance of the Services or any part thereof.</p>
	<p>“Services” means the work to be performed by the Bidder pursuant to this Contract, as described in the detailed Terms of Reference;</p>
	<p>and</p>
	<p>Law Governing the Contract: The Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.</p>
	<p>Throughout these Bidding Documents, the term “Bid” and “Tender” and their derivatives (Bidder/ Tenderer, Bidding / Tendering, Bidding Document/Tender Document, etc.); Bill of Quantity / Schedule of Quantity / Schedule of Quantities/ Bill of Quantities; Owner / IRPL / Employer; Bid Security / Earnest Money Deposit; Security Deposit / Performance Security/ Performance Bank Guarantee / CPBG; Engineer-in-Charge / Engineer, appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other.</p>
	<p>Language: English shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.</p>

2.0	Contract Documents	<p>The Owner shall send to the successful Bidder the Purchase Order/NOA. The Purchase Order/NOA will constitute the formation of the contract. The contract shall come into effect from the date of issue of Purchase Order/NOA. The successful bidder shall have sign and return the Purchase Order/NOA as a token of acceptance. Successful bidder on whom Purchase Order/NOA is placed shall hereinafter be called Supplier.</p> <p>Tripartite agreement shall be signed between the Owner, Successful Bidder(s) of Tender-1 (and Successful Bidder(s) (i.e., Module Manufacturer) of Tender-2 respectively.</p> <p>The Contract will be signed in three originals and the Supplier shall be provided with one signed original and balance signed original shall be retained by the Owner.</p> <p>The Supplier shall provide free of cost to the Owner all the engineering data, drawing and descriptive materials submitted with the bid, in at least six (6) copies to form a part of the Contract immediately after Notification of Award.</p> <p>Subsequent to signing of the Contract, the Supplier at his own cost shall provide the Owner with at least twenty (20) true hard copies of Contract Agreement within thirty (30) days after signing of the Contract.</p>
3.0	Order of the precedence of the Documents	<p>The order of precedence of documents shall be as under:</p> <ol style="list-style-type: none"> a) Purchase Order/Service Order along with its annexures. b) Amendment to Bidding Documents c) Special Purchase Conditions d) Technical Specifications & Scope of Work & Field Quality Assurance plan e) General Purchase Conditions f) The Bid and BOQ submitted by the Supplier <p>Instructions to bidders</p> <p>An amendment issued after issue of Contract shall take precedent over the formal Contract and all other contract documents.</p>
4.0	Language	<p>All Contract Documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with that language</p>

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		.If any of the Contract Documents, correspondence or communications are prepared in any language other than the governing language as above, the English translation of such document, correspondence or communications shall prevail in matters of interpretation
5.0	Singular and Plural	The singular shall include the plural and the plural the singular, except where the context otherwise requires.
6.0	Headings	The headings and marginal notes in the General Purchase Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.
7.0	Incoterms	Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms. Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France.
8.0	Construction Of Contract	<p>If required, IRPL may place separate Orders for supplies and Services.</p> <p>The award of separate Purchase Orders shall not in any way dilute the responsibility of the Supplier for the successful completion of the Facilities as per Contract documents and a breach in one Purchase Order shall be construed as a breach of the other Purchase Order(s) which will confer a right on the Owner to terminate the other Contract(s) also at the risk and cost of the Supplier.</p> <p>The total value of all the orders shall be the Total Package value.</p>
9.0	Amendment	No amendment or other variation of the Contract (Purchase Order/Service Purchase) shall be effective unless it is in writing, is dated, expressly refers to the Purchase Order/Service Order, and is signed by a duly authorized representative of Owner and accepted by the Supplier.
10.0	Severability	If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
11.0	Non-Waiver	(i) Subject to GPC clause 11.0 (ii), 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

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		<p>breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p> <p>(ii) 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.</p>
12.0	Notices	<p>Unless otherwise stated in the Purchase Order/Service Order, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, airmail post, special courier, cable, telegraph, telex, facsimile or Electronic Data Interchange (EDI) to the address of the relevant party set out in the Contract.</p> <p>In case of Purchase Orders, all notices to be given under the Contract shall be addressed to Signatory of the Purchase Order and in case of Service Orders, all notices to be given under the Contract shall be addressed to Engineer-in-charge.</p> <p>Either party may change its postal, cable, telex, facsimile or EDI address or addressee for receipt of such notices by ten (10) days' notice to the other party in writing.</p>
13.0	Governing Laws	<p>The Contract shall be governed by and interpreted in accordance with laws in force in India.</p> <p>The Courts of Delhi shall have exclusive jurisdiction in all matters arising under the Contract.</p>
14.0	Settlement of Disputes	<p>Save and except herein below provided, all disputes and differences of any kind whatsoever arising between the parties (Employer/ Engineer and the Contractor) out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be settled as under, provided that matters for which provision has been made in tender clauses pertaining to Meaning & Intent of Specifications and Drawings, Assistance of Contractor for customs clearance, Wages under Relevant laws, Claims on account of violation of labour laws, Delays not due to Employer/ Owner, Delays due to Employer/ Owner, Delays due to Contractor and Liquidated Damages, Employer's/ Owner's decision on compensation payable, Determination of contract due to contractor's default, Foreclosure of contract, Items not included in the Price Schedules / Bill of quantities (BOQ), Measurement of work and payments, claims or any clause, where decision of the Engineer been made final and binding, of General Conditions of Contract or in any clause of the Special Conditions of Contract shall be deemed as 'excepted matters' (matters not arbitrable), excluded from the purview of arbitration, and decision of the Employer thereon, shall be final and binding on the contractor.</p>
	Mutual Settlement	

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All such disputes or differences shall in the first place be referred by the Contractor to the Engineer in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.

Conciliation/Arbitration

It is a term of this contract that Conciliation/ Arbitration of disputes shall not be commenced unless an attempt has first been made by the parties to settle such disputes, within 120 days of submission of monthly statement of such claim, through mutual settlement.

The demand for Conciliation or Arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item wise. Only such dispute or difference, in respect of which the demand has been made and counter claims or set off, if any, of the Other Party, shall be referred to Conciliation or Arbitration and other matters shall not be included in the reference.

Further, Employer's aggregate liability for all losses, claims or damages arising out of, under or in connection with this contract, its performances or breach whether such liability arises in contract, tort (including negligence) or otherwise, if claimed by the Contractor against the Employer, is restricted to 4% (four percent) of the final contract value/cost till actual completion.

Place of Conciliation/ Arbitration:

The conciliation/ arbitration proceedings shall be held at a place mutually decided by the parties and in case of any disagreement of the parties, it shall be decided by Conciliator/ Sole Arbitrator/ Arbitration Tribunal with due regard to the circumstances of the case and convenience of the parties.

Language of Conciliation/ Arbitration:

Language of the conciliation/ proceedings shall be English.

No suspension of work

The Obligations of the Employer, the Engineer and the Contractor shall not be altered by reasons of conciliation/ arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation/ arbitration and payments to the Contractor shall continue to be made in terms of the contract.

Conciliation

In the event of failure to resolve any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Employer of any certificate to which the contractor may claim to be

	<p>entitled to, through mutual settlement, the Contractor may refer such matters to the Chairman and Managing Director of the Employer in writing within 60 days from the date of failure of amicable settlement of such disputes or differences for settlement through conciliation.</p> <p>Chairman and Managing Director of the Employer will appoint a conciliator on receipt of a written and valid demand for conciliation.</p> <p>The entire process of appointment of Conciliator and communicating to the parties in writing shall be completed within 60 days from the date of receipt of written and valid demand for conciliation.</p> <p>The Conciliation process shall be assumed to have commenced from the day when a written and valid demand for conciliation is received by the Employer</p> <p>The conciliator shall assist the parties for settlement of the dispute. If it appears that there exist elements of settlement between parties, the conciliator shall formulate the terms of a possible settlement and submit to the parties for their observations. On receipt of observations of parties, the conciliator shall reformulate and draw the terms of final settlement and sign written conciliation settlement.</p> <p>Arbitration</p> <p>If the efforts to resolve all or any of the disputes through Conciliation fail, the concerned party may refer the disputes to the Chairman and Managing Director of the Employer for settlement of such disputes or differences through Arbitration</p> <p>No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of the failure of Conciliation</p> <p>The Arbitration proceeding shall be assumed to have commenced from the day, a written and valid demand for arbitration is received in the office of Chairman and Managing Director of the Employer.</p> <p>Arbitration Tribunal:</p> <p>The Arbitral Tribunal shall consist of a panel of three arbitrator.</p> <p>For this purpose, the Employer will send a panel of at least five (5) names to the contractor, within 60 days from the day when a written and valid demand for arbitration is received in the office of Chairman and Managing Director of the Employer. Contractor shall nominate and communicate in writing to the Chairman and Managing Director of the Employer one (1) name out of the given panel as contractor's nominee arbitrator within 15 days from the date of receipt of the panel from the Employer. The Chairman and Managing Director of the Employer shall appoint Employer's nominee arbitrator within 15 days from the date of receipt of communication from the Contractor as aforesaid. The Chairman and Managing Director of the Employer shall issue the appointment letter to both the nominated arbitrators along with a copy of panel of arbitrators maintained by the Employer and also request them to nominate a enclosed panel. Both the nominated arbitrators shall complete the exercise of appointing the Arbitral Tribunal within 15 days from the receipt of the appointment letter from Chairman and Managing Director of the Employer.</p>
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The minimum qualifications Conciliator Arbitrator.

The minimum qualifications of Conciliator shall be graduate engineer of the relevant discipline. For Arbitral Tribunal members shall be graduate engineer/Technical background of the relevant discipline. He/ they will possess minimum of 20 years' service experience in Central Government/ State Government/ CPSEs. Also, he/ they should not have associated with the contract to which the dispute pertains.

The Conciliator shall be a working/ person whereas the Arbitrator shall associated with the parties as provided Arbitration & Conciliation Act, 1996.

If the Conciliator/ any one or more of the arbitrator(s) from Arbitration Tribunal appointed as above refuses to act as the Conciliator/ Arbitrator, withdraws from his office as conciliator/ arbitrator or vacates his/their office/offices or is/are unable or unwilling to perform his functions as conciliator/ arbitrator for any reason whatsoever or dies or in the opinion of the Chairman and Managing Director of the Employer fails to act without undue delay, the Chairman and Managing Director of the Employer shall appoint new conciliator/ arbitrators to act in his/their place in the same manner in which the earlier conciliator/ arbitrator(s) had been appointed.

Such re-appointed conciliator/ arbitrator(s) may, at its discretion, proceed with the reference from the stage at which it was left by the previous conciliator/ arbitrator(s).

The cost of conciliation/ arbitration shall be borne by the respective parties. The cost shall inter- alia include fee and expenses of the Conciliator/ Arbitrator(s) and the fee shall be borne equally by both the parties as per the scales fixed by IRPL from time to time.

Settlement through Court

It is a term of this contract that either party shall not approach any Court of Law for settlement of their disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through clauses above.

The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing

Award to be final and binding on all parties

An arbitral award shall be final and binding to parties

	<p>Exception</p> <p>For settlement of disputes with central PSUs, the procedure as per existing orders of Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD), Department of Public Enterprises, Ministry of Heavy Industries & Public Enterprises, Government of India shall be followed</p> <p>Interest:</p> <p>It is agreed terms between the parties that where the dispute is for payment of money in respect of any claim(s), except in respect of payment of Mobilization Advance and/or other advances as provided in the contract, no interest whatsoever shall be payable, in respect of any dues/payments or sum payable, from any date prior to determination/adjudication of the claim(s) by the Arbitral Tribunal or by any adjudicating authority or body. However, in event of award of any claim or sum by Arbitral Tribunal or by any adjudicating authority or body, the awarded amount shall carry simple interest 7% per annum, from the date of award till payment</p> <p>Jurisdiction of Courts</p> <p>Jurisdiction of courts shall be New Delhi only, in exclusion of other courts.</p>
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15.0	Scope	<p>a. The Goods and related Services to be supplied shall be as specified in the technical specification and Price Schedule. The Supplier shall supply all the Goods and related Services included in the Scope of Supply, as per the Delivery and Completion Schedule specified in the SPC.</p> <p>b. The Supplier shall ensure that the Goods and related Services comply with the technical specifications and other provisions of the Contract.</p> <p>The Goods and related Services supplied under this Contract shall conform to the standards mentioned in Technical Specifications and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate.</p>
16.0	Price Basis	As detailed in SPC.
17.0	Insurance	As detailed in SPC.
18.0	Freight	As detailed in SPC.

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19.0	Delivery schedule	<p>The delivery Period shall commence from date of the Purchase Order/Service Order unless stated otherwise in the SPC.</p> <p>The Delivery of the Goods and Completion of the related Services shall be in accordance with the Delivery and Completion Schedule as per SPC.</p>
20.0	Contract price	<p>The Contract Price shall be as specified in the Purchase Order / Service Order.</p>
21.0	Payment terms	<p>Payment will be made to the account of the successful bidder as per the payment terms mentioned in the NOA /PO based on the certification of Owner Engineer. The payments shall be made after the conditions listed for such payment have been met, and the successful bidder has submitted an invoice to the Module Manufacturer specifying the amount due.</p> <p>Payment shall be released within (30) of receipt of materials and submission of invoice in all respect as per Payment terms mentioned in SPC or as mentioned in the NOA /PO, subject to acceptance of the materials.</p> <p>In cases of any discrepancy observed by the Owner in Supplier's bill, clarifications shall be sought in writing by the Owner within ten (10) days from the date of receipt of Supplier's bill/invoice/debit note by the Owner. The Supplier shall be required to submit the requisite clarifications within ten (10) days from the date of issuance of queries by the Module Manufacturer. In case, no mutual agreement is reached between the Module Manufacturer and the Supplier on any part of the bill/invoice, within ten (10) days of submission of clarification by the Supplier, the Supplier shall issue a revised bill/invoice to avoid mismatch in GST returns of the Owner and the Supplier.</p> <p>Payment against agreed and admissible part shall be processed as per payment procedure within ten (10) days after receipt of the revised bill/invoice. The bill/invoice for the balance amount under question may be separately submitted for consideration of the Owner after resolution of issues of payment by the Owner. In case of non-submission of satisfactory clarification by the Supplier within the stipulated period, Owner shall not be liable for the delay in making payment. If the bill submitted by Supplier is incorrect and has gross discrepancies, the bill shall be summarily rejected and returned to the Supplier.</p> <p>Further, in case of rejection of part material against a particular NOA/PO., the Payment against part accepted material shall be processed as per payment procedure and Supplier shall be intimated regarding reasons and details of rejected material. Credit notes (as defined in GST act) as applicable for such part may be issued based on original invoice already issued. The original invoice value will get reduced to the extent of such credit notes. The bill for the replaced</p>

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		<p>material shall be separately submitted for future consideration of the Owner.</p> <p>In the event of dispute, the same shall be dealt as per contract provisions of dispute resolution.</p> <p>The Owner has established a Supplier Bill tracking System where vendor can submit their bill/invoice and track its status</p>
22.0	Procedure of payment	Payment shall be released on submission of invoice in quadruplicate along with supporting documents on certification by the Engineer-in-Charge.
23.0	Tax deduction at source	Tax deduction at source shall be governed as per prevailing rules.
24.0	Contract performance Guarantee (CPG)/PBG	<p>a. Within thirty (30) days of the receipt of Purchase Order/Service Order from the Owner, the Supplier shall furnish the Contract Performance Guarantee, if applicable, for due performance of the Contract(s)/Order(s) in any form acceptable to the Owner as mentioned below.</p> <p>b. CPG may be submitted in any of the following forms:</p> <ul style="list-style-type: none"> • A crossed Demand Draft / Bankers cheque drawn in favour of IRPL Payable at (station inviting tender or as per SPC) • An irrevocable Bank Guarantee as per the IRPL standard format from any Nationalized bank / Scheduled Bank as acceptable to IRPL as per list enclosed. <p>c. Failure of the supplier to submit the above-mentioned Contract Performance Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p> <p>d. FOR WARRANTY PERIOD-</p> <p>The successful bidder shall be required to furnish the Contract Performance Guarantee (CPG) for an amount equal to 10% of</p>

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		<p>total order value. CPG should be valid for a period of three months (3 months) beyond the expiry of warranty period.</p> <p>The CPG should be submitted within 30 days of placement of award.</p> <p>e. FOR AMC / CMS PERIOD</p> <p>The bidder shall be required to furnish a CPG equivalent to 5% of the total order value towards AMC/CMS valid for AMC/CMS Period plus a period of 3 months beyond the Annual Maintenance /Comprehensive Maintenance Services Contract period.</p> <p>This CPG shall be furnished before the expiry date of 10% CPG submitted earlier covering the warranty period of one year.</p> <p>f. The CPG for 10% shall be released only after receipt of BG for AMC/CMS period.</p> <p>Note:-</p> <ol style="list-style-type: none"> 1. CPG, Warranty, Guarantee clause as specified in the SPC shall prevail. 2. <i>In case CPG is submitted by way of Bank Guarantee, while issuing the physical BGs, the Supplier's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Owner's Beneficiary Bank whose details are provided in the Special Purchase Conditions.</i>
25.0	Taxes & duties	<ol style="list-style-type: none"> i. "Goods and Services Tax" or "GST" means taxes or cess levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, Goods and Services Tax (Compensation to States) Act and various State/Union Territory Goods and Services Tax Laws and applicable cesses, if any under the laws in force (hereinafter referred to as relevant GST Laws), which shall be fully complied with by the Bidder. ii. The Bidder shall quote the prices giving breakup in the manner specified in the Price Schedule. The Bidder shall quote the applicable rate of GST in the Price Schedule. iii. For the purpose of Evaluation, GST quoted in the Bid shall only be considered. iv. The Bidder shall indicate the taxes and duties as applicable seven (7) days prior to last date of Bid Submission. v. The Bidder is required to quote the rate of GST applicable under GST Law in the Price Schedule while giving the breakup of prices. vi. In case GST registered Bidder has quoted GST rate as '0'

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		<p>(Zero), the quoted price shall be considered to be inclusive of GST as applicable.</p> <p>vii. In case of bid received from dealers who have opted for the composition scheme under GST Law, the Bidder shall specifically mention the same in his Bid. Owner shall not be liable to pay/reimburse any GST on the supplies made by such dealers under the Order/Contract.</p> <p>viii. In case of bid received from unregistered dealer, for evaluation their bid shall be cost compensated as per the GST rate applicable in view of Reverse Charge Mechanism (RCM) as per GST Law.</p> <p>ix. In case of all materials identified by the Supplier and Owner to be dispatched directly from the sub-vendor's work to Owner 's site, the Supplier shall ensure that his sub-vendors raise Tax invoices as per the provisions of GST Law, billed to the Supplier and shipped to the Owner's site. The Supplier shall further ensure that he raises his corresponding Tax Invoices in the name of Owner during transit of the materials before the delivery of materials is taken by Owner .</p> <p>x. For items not covered under GST, the Bidder is required to quote Excise Duty/VAT/CST as applicable in the Price Schedule while giving the breakup of prices.</p> <p>xi. Notwithstanding anything to contrary contained in the Purchase Order/Contract, the Supplier's right to payment under the Order/Contract is subject to issuance of valid tax invoice/bill of supply as the case may be, payment of applicable GST to the credit of appropriate Government and submission of valid particulars of tax invoice under GST returns in accordance with GST Law.</p> <p>xii. Owner shall deduct GST at source at the applicable rates in case transactions under the Order/Contract are liable to GST deduction at source.</p> <p>xiii. Unless expressly stated otherwise, a common mechanism for reconciliation of input credit mismatch, to be followed by both IRPL and Supplier, shall be mutually agreed so that both parties follow the same procedure for disclosing the transactions in their respective returns. Notwithstanding anything in the Order/Contract, penalty / damages shall be recovered in case the Supplier makes a default in following the agreed procedure.</p> <p>xiv. The implications of GST on return of goods will be as per the provisions of the relevant GST Laws.</p> <p>xv. The Supplier shall issue tax invoices/bill of supply as applicable, file appropriate returns, and deposit the applicable GST to the account of appropriate government within the time</p>
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		<p>limit prescribed under the GST Law. In the event of any default, Supplier shall be liable to pay the amount which may be imposed on IRPL due to such default.</p> <p>xvi. Supplier should comply with the provisions of e-way bill notified by appropriate authorities from time to time. The existing provisions regarding road permit will continue till such time if applicable.</p> <p>xvii. The Owner shall make necessary tax deductions under Income Tax Act or any other laws, if applicable.</p> <p>xviii. Provisions of GST law in respect of Related Persons/Parties may appropriately be taken into consideration by Bidders while submitting the bid.</p> <p>xix. If any rates of tax are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of Oder/Contract, which was or will be assessed on the Supplier in connection with performance of the Oder/Contract, an equitable adjustment shall be made to take into account any such change.</p> <p>xx. The payment/reimbursement of statutory variations in the rates of tax and/or of new tax, duty or levy imposed under statute or law in India as above would be restricted only to direct transactions between the Owner and the Bidder.</p>
26.0	Entry tax	Subsumed in GST.
27.0	Road permit	Supplier shall comply with the provisions of e-way bill notified by appropriate authorities from time to time. The Supplier shall be responsible for issuance of e-way bill and other compliances relating to e-way bill as per GST Law.
28.0	Authorised representative	Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Owner or the Bidder may be taken or executed by the officials authorized for the purpose.
29.0	Packing	<p>The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, handling and storage.</p> <p>The Supplier will be responsible for any loss or damage during transportation, handling and storage due to improper packing.</p> <p>All packages should be marked with Purchase Order/Service Order no. and date. Each package must contain packing slip and literature, if any.</p>
30.0	Warranty	The provision of Warranty shall be as per SPC /Technical

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		<p>Specification.</p> <p>Our general terms are:</p> <p>a) The Supplier shall warrant that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions.</p> <p>b) The warranty shall remain valid for the period of one year from the date of installation and commissioning or as specified in the Technical Specifications / SPC.</p> <p>c) If having been notified, the Supplier fails to remedy the defect, the Owner may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Owner may have against the Supplier under the Contract.</p>
31.0	Patents	<p>All royalties and fees for patents covering material/equipment/software or processes used in executing the work shall be to the account of the bidder. The supplier shall satisfy all demands that may be made at any time for such royalties and fees.</p> <p>The Supplier shall hold harmless and indemnify the Owner from and against damage, loss and expenses arising from any claim for infringement of patent, copy right, design and other such rights in existence or to be granted on and application published prior to the completion of this engagement with respect to or arising out of the use or supply of design or any work in accordance with the specifications and plans furnished or recommended by the Contractor.</p> <p>The Supplier shall promptly notify the Owner in writing if the Supplier has or has acquired knowledge of any patent under which claim or suit for infringement could reasonably be brought because of the use by the Owner of any information, recommendation or specifications, services rendered by the Contractor.</p> <p>The Supplier, in such case, shall furnish at its own cost make and furnish to the Owner alternative specifications or recommendations to avoid the same and without putting the Owner to any additional cost.</p>
32.0	Indemnification	<p>The Supplier shall, at its own expense, defend and indemnify the Owner against all third party claims of infringement of Intellectual Property Rights, including patent, trade mark, copy right, trade secret or industrial design rules arising from use of the products or any part thereof.</p> <p>The Supplier shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. The Owner shall not pay any compensation to a third party resulting from such infringement</p>

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		<p>and the Supplier shall be fully responsible for the same, including all expenses and court and legal fees.</p> <p>The Owner will give notice to the Supplier of any such claim without delay, shall provide reasonable assistance to the Contractor in disposing of the claim, and shall at no time admit any liability for or express any intent to settle the claim.</p> <p>Final payment to the Supplier by the Owner will not be made while any such suit or claim remains unsettled.</p>
33.0	Inspection and tests	<p>All materials shall be inspected as per provisions of SPC / Technical Specification. The Supplier shall execute the Purchase Order/Services in compliance with the provisions of the Contract.</p> <p>For all cases where pre-dispatch inspection is stipulated, materials shall be inspected prior to dispatch by an authorized representative of IRPL for which an advance notice of 15 days shall be given by the supplier. In such cases no material shall be dispatched without inspection unless specific waiver/exemption is communicated in writing to the supplier. In all cases necessary test certificates, guarantee certificate in respect of material/equipment performance shall be furnished along with despatch documents. However, the final inspection of material shall be done at our site only and acceptance of materials is subject to such final inspection only.</p>
34.0	Removal of rejected goods and replacement	<p>a) If upon delivery, whether inspected and approved earlier or otherwise, the material/equipment is not in conformity with the specifications, the same shall be rejected by the Owner or his duly authorised representative and notification to this effect will be issued to the Supplier within 30 days from the date of receipt of the material at site.</p> <p>b) The supplier shall arrange for removal of the rejected item(s) within 15 days from the date of notification. In the event, the supplier fails to lift the materials within the said 15 days, the Owner shall be at liberty to dispose of such rejected item(s) in any manner as he may think fit and recover all the expenses from the Supplier.</p>
35.0	Liquidated damages	<p>The timely delivery of the material is the essence of the contract. In the event of Supplier's failure to deliver the material of acceptable quality within the stipulated delivery period, the liquidated damages are payable by the Supplier @ 0.5% (one half of one percent) per week of delay or part thereof, of the unexecuted order value. However, the total liability of the Bidder under this clause shall not exceed 5% of the Order value as awarded.</p>
36.0	Amendment/ modification of contract	<p>Modification of the terms and conditions of the Contract, including any modification of the Scope of the Services or of the Contract price may only be made by written agreement between the Parties.</p>

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37.0	Payment at reduced rates	If the goods supplied are not according to specifications stipulated in the order, IRPL may retain the goods at its discretion after negotiations and agreement with the supplier and pay at reduced rates to be fixed by IRPL.
38.0	Change in laws and regulations	If, after the date seven (7) days prior to the last date of Bid submission, 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 Supplier 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 Supplier has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to items in respect of both direct transactions between the Owner and Supplier.
39.0	No breach of contract	<p>The failure of a party to fulfill any of its obligations under the Contract shall not be considered to be a breach of or default under the Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event</p> <p>(a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract and</p> <p>(b) has informed the other Party as soon as possible about the occurrence of such an event.</p>
40.0	Obligations of the Supplier	The Supplier shall supply the Goods perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advance technology and safe methods. The Supplier shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Owner and shall at all times support and safeguard the Owner's legitimate interests in any dealings with Sub-bidder or third parties.

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41.	Force majeure	<p>(a) “Force Majeure” shall mean any event beyond the reasonable control of the Owner or the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and which substantially affect the performance of the Contract.</p> <p>Notwithstanding the generality of the above, the following events shall be termed as Force Majeure events in respect of the Order</p> <ul style="list-style-type: none"> (i) terrorist acts, (ii) confiscation, nationalization, mobilization, commandeering
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		<p>or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act of failure to act of any local state or national government authority,</p> <p>(iii) national/sectoral/illegal strike, sabotage, lockout embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, epidemics, quarantine and plague</p> <p>(b) If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances there of within fourteen (14) days after the occurrence of such event.</p> <p>(c) The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a reasonable time.</p> <p>(d) The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect there of upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either parties' right to terminate the contract under clause (f) here under.</p> <p>(e) Delay or nonperformance by either party hereto caused by the occurrence of any event of Force Majeure shall not</p> <ol style="list-style-type: none"> i. constitute a default or breach of the Contract ii. give rise to any claim for damages or additional cost or expense occasioned thereby <p>If and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.</p> <p>(f) If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute shall be resolved in accordance with Clause 14.0 (Settlement Of Disputes)</p> <p>(g) Notwithstanding clause (e) above, Force Majeure shall not apply to any obligation of the Owner to make payments to the Supplier herein.</p>
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42.0	Termination	<p>The Owner may terminate the Order/Contract, by not less than thirty (30) days' written notice of termination to the Supplier , to be given after the occurrence of any of the events specified in paragraphs(a) to (d) of this Clause and sixty(60) days' in the case of the event referred to in (e) below :</p> <p>(a) if the Supplier does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Owner may have subsequently approved in writing;</p> <p>(b) if the Supplier becomes insolvent or bankrupt;</p> <p>(c) if as a result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than sixty(60) days; or</p> <p>(d) if the Supplier, in the judgment of the Owner has engaged in corrupt or fraudulent practices in competing or in executing the Contract.</p> <p>For the purpose of this clause:</p> <p>“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.</p> <p>“Fraudulent Practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Owner.</p> <p>(e) if the Owner, at its sole discretion, decides to terminate this Contract.</p> <p>In event of termination of Order/Contract, the Owner shall pay to the Supplier/Contractor the Contract Price, properly attributable to the works/supplies executed by the Supplier/Contractor as on the date of termination. However, any sums due to the Owner from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Order/Contract.</p>
43.0	Risk purchase	<p>In the event of Suppliers failure to supply the material of acceptable quality in scheduled delivery period, IRPL reserves the right to procure the materials from any other source at the Suppliers risk and cost and the difference in cost shall be borne by the Supplier. Further, IRPL shall retain the right of forfeiture of CPG and or any other action as deemed fit.</p>
44.0	Limitation of Liability	<p>Except in cases of criminal negligence or willful misconduct,</p> <p>(a) Neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest</p>

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		<p>costs, which may be suffered by the other Party in connection with the Contract, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Owner and</p> <p>(b) The aggregate liability of the either party to the other party, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Owner with respect to patent infringement.</p> <p>Notwithstanding anything contained hereinabove, the aggregate liability of the Owner to the Contractor shall not exceed the Total Contract Price, less payments already released to the Contractor, if any.</p>
45.0	Fraud Prevention Policy	<p>The Supplier along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall strictly adhere to the Fraud Prevention policy of the Owner displayed on its tender website https://etenders.gov.in/eprocure/app. The Supplier alongwith their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of the Contract (Purchase Order/Service Order). The Supplier shall immediately apprise the Owner about any fraud or suspected fraud as soon as it comes to their notice.</p>
46.0	Integrity Pact	<p>IRPL has in place an Integrity Pact details of which are displayed on its Tender website https://etenders.gov.in/eprocure/app</p> <p>The Integrity Pact (IP) envisages an agreement between the prospective vendors / bidders and the buyer, committing the persons / officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The Bidder along with its associate / collaborator / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to the Integrity Pact displayed on Owners tender website https://etenders.gov.in/eprocure/app</p> <p>Note: In case Integrity Pact is applicable for the particular tender, the same shall be specified in the SPC.</p>
47.0	No Claim for interest or damage	<p>47.1 Interest on money due to the contractor/vendor:</p> <p>No omission on the part of the Owner to pay the amount due upon measurement or otherwise shall vitiate or make void the contract, nor shall the contractor be entitled to interest upon any guarantee/security/retention money or payments in arrears nor upon any balance which may on the final settlement of his account be due to him.</p>

		<p>47.2 No claim for interest or damage:</p> <p>No claim for interest or damage will be entertained or be payable by the Owner in respect of any amount or balance which may be lying with the Owner or may become due upon settlement/adjudication of any dispute, difference or misunderstanding between the parties by way of arbitration or court proceedings or otherwise or in respect of any delay or omission on the part of the Owner in making intermediate or final payment or in respect of any amount/damage which may be claimed through arbitration or court proceedings or in any other respect whatsoever</p>
Important Note		<p>The Special Purchase Conditions will supersede any other related conditions any where in the tender documents and will prevail for evaluation / finalization of the tender.</p>

DESIGN, MANUFACTURING, SUPPLY, PACKING & FORWARDING OF DOMESTIC CONTENT REQUIREMENT (DCR) COMPLIANT MONO PERC BIFACIAL SOLAR MODULE, 530WP+ FOR PAVAGADA SOLAR PV PROJECT AT PAVAGADA IN KARNATAKA (500 MW / 600 MWp)

VOLUME – I SECTION III

STANDARD FORMATS & CHECK LISTS ETC.

Bidding Doc. No. IRPL/SOLAR/SOLAR PV MODULES/9

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STAGE-I (TECHNO-COMMERCIAL) BID SUBMISSION FORM
(To be submitted with EMD)

Bid Proposal Ref No.

Date

To,
Chairman, IRPL
IRCON RENEWABLE POWER LIMITED
C-4, DISTRICT CENTRE, SAKET,
NEW DELHI-110017
PHONE:+91-11-26530245;
FAX:+91-11-26854000,26522000
Website: www.ircon.org
E-Mail: solarcell@ircon.org, Mobile No.: 8800692402 Corporate
Identification Number: U40106DL2022GOI392384

Dear Sirs,

We have read and examined the bid documents including its subsequent amendments and clarifications if any, the receipt of which is hereby acknowledged, in respect of NIT no. relating to
Package.

We hereby submit our bid as outlined in your bidding document.

- We hereby confirm our acceptance and compliance to the provisions and terms and conditions contained in the bidding documents. We declare that the work will be executed strictly in accordance with the requirement.
- In line with the requirement of the ITB Clause No. 10 of Bidding Documents and in manner thereof we have attached the required documents.
- We hereby confirm that we have read the provisions of bidding documents along with its subsequent Amendment(s) / Clarification(s) / Addenda/Errata and further confirm that our Techno-Commercial Bid is strictly in conformity with the provisions of the Bidding Documents including its Amendments/ Clarifications / Errata / Revisions thereof and we have not taken any deviation to any of the provisions of the aforesaid bidding documents.
- We have read the ITB/GPC clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to suppliers from such countries. We certify that we/our Collaborator/JV Partner/Consortium member/Assignee are/is not from such a country or, if from such a country, have/has been registered with the Competent Authority and we will not sub-contract any work to a supplier contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regard and are eligible to be considered.

***We further confirm that evidence of valid registration by the Competent Authority for us/our Collaborator/JV Partner/Consortium member/Assignee, as applicable, is enclosed as Annexure...**....**

***Bidder to strike-off, if not applicable.**

****Bidder to mention the Annexure No.**

- We understand that in case the Products and/or Services offered do not meet the Technical requirements, then our bid shall be rejected as Technically non-responsive.

We also confirm that in case we refuse to withdraw additional conditions/deviations/variations/exception, implicit or explicit, found anywhere in the techno-commercial bid, our bid shall be rejected as Technically non-responsive.

We further confirm that if any deviation/variation in any form is found in our Techno-Commercial Bid / Price Bid, the bid shall be rejected.

- Further, we agree that the entire work shall be performed as per the Technical Specifications and the provisions of bidding documents.
- I/we have read the provisions of PPP-MII Order enclosed with the Instruction to Bidders. In terms of the requirement of the aforesaid provisions, I/ we hereby declare the following-

i. We confirm that we fulfill the requirements of Local content for Class-I local supplier.

The details of the location(s) at which the local value addition is made are as under:

Sr.no	Description of Goods & Services ()	Details of the location(s) at which the local value addition is made

- ii. We confirm that we fulfill the requirements of Local content for Class-I local supplier for Solar PV Modules. We further confirm that in case such item(s) are bought-out for us, we shall source the same from Class-I local supplier only.

#We undertake that a certificate from the statutory auditor or cost auditor (in the case the bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) certifying the percentage of local content shall be submitted by us prior to submission of our last bill for payment.

##We further confirm that we are presently not debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make in India), Order 2017' (PPP- MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP)."

###*In case a Bidder has been banned/debarred by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP- MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP), the same may be declared by Bidder by striking off para above and declaring the details of banning using additional sheets. Bidder may also enclose additional sheets in similar format (if required), for providing details pertaining to local value addition.*

****Bidder to strike-off whichever is not applicable***

- We confirm that both the Solar Photovoltaic (SPV) cells and modules are DCR (domestic Content Requirement) compliant as specified by MNRE.
- We hereby confirm that our Techno-Commercial Bid does not contain any Price content entry.
- Our proposal shall remain valid for acceptance for a period of 180 days from the date of opening of the 'Technical & Commercial Bid' by OWNER.
- We hereby furnish our Bid Security/EMD.
- We hereby enclose the Authority to sign the bid.
- We hereby confirm the acceptance of attribute regarding Integrity Pact as stipulated in ITB.
- We hereby enclose the documents and in form as stipulated in the bidding documents.
- Our 'Technical and Commercial Bid' is being submitted as per provisions of the tender documents.

Yours truly,

Date

Signature.....

Place

Name

Designation

Name of Bidder

Seal

STAGE-II (PRICE) BID SUBMISSION FORM

Bidder Proposal Ref. No.: _____

IFB No.:

Date: _____

BIDDING DOCUMENT NO. :

To
Chairman, IRPL
IRCON RENEWABLE POWER LIMITED
C-4, DISTRICT CENTRE, SAKET,
NEW DELHI-110017
PHONE:+91-11-26530245;
FAX:+91-11-26854000,26522000
Website: www.ircon.org
E-Mail: solarcell@ircon.org, Mobile No.: 8800692402 Corporate
Identification

Number:

Dear Sirs,

- 1.0 Having examined the Bidding Documents No. _____, including subsequent amendments and clarifications, if any, uploaded by OWNER in CPP Portal, the receipt of which is hereby acknowledged, we the undersigned, offer to execute the work strictly in accordance with the requirement and in full conformity with the said Bidding Documents for the sum (excluding all taxes & duties indicated by us in Schedule-3) as mentioned in Finance Part of Bid Invitation at CPP portal or such other sums as may be determined in accordance with the terms and conditions of the Contract.
- 1.1 Further we understand that discount letter separately uploaded online or submitted in physical form shall not be considered for the purpose of evaluation.
- 2.0 **Attachments to the Bid form (Price Bid):**

In line with the requirement of the ITB Clause No. 10 of Bidding Documents and in manner thereof we have attached the required documents.

2.1 We further categorically confirm that the price quoted by us is for executing the work as specified in bidding documents and its subsequent amendments/clarifications, if any and inclusive of all taxes and duties.

3.0 **PRICE SCHEDULE**

3.1 In line with the requirements of the Bidding Documents, we enclose herewith the following Price Schedules, duly filled-in as per your proforma:

Schedule No. 1 Ex-Works (India) Supply of Plant & Equipment's Including Mandatory Spares.

Schedule No. 2 Local Transportation including Inland Transit Insurance & other local costs incidental to delivery of Plant & Equipment's Including Mandatory Spares to Pavagada Project Site.

Schedule No. 3 Goods and Services Tax (GST), applicable on Schedules – 1 & 2, included in bid price.

3.2 We are aware that the Price Schedules do not generally give a full description of the work to be performed under each item and we shall be deemed to have read the Technical Specifications, Drawings and other Sections of the Bidding Documents to ascertain the full scope of work included in each item while filling in the rates and prices. We agree that the entered rates and prices shall be deemed to include the full scope as aforesaid, including overheads and profit.

3.2.1 We confirm that if any deviations, variations are found in respect of mandatory spares in the Price Schedule -1 of our Price bid, which are contrary to the requirements of the bidding documents, the same shall not be given effect to by the OWNER and it will be considered that our bid is in compliance with the requirements of the bidding documents. In such cases, we confirm that we shall supply such mandatory spares, as per Technical Specification without any extra cost implication to the OWNER.

3.3 We declare that as specified in the Special Purchase Condition (CI 11.0), the provision of price adjustment is applicable, and the prices quoted by us in the Price Schedules -1 for the entire scope of work shall be on price adjustment Basis and Prices shall remain variable based on price adjustment methodology during the entire period of contract.

3.4 We understand that in the price schedule, where there are discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between sub totals and the total price, (even in case of carry forward of prices) the unit or subtotal price shall prevail and the total price shall be corrected accordingly. We further understand that where there is discrepancy between amounts stated in figures and amounts stated in words, the amount stated in words shall prevail. Similarly, in case of any discrepancies between the total bid price and the summation of Schedule prices (price indicated in a Schedule indicating the total of that Schedule), the total bid price shall be corrected to reflect the actual summation of the Schedule prices.

3.5 We declare that prices left blank in the Schedules will be deemed to have been included in the prices of other items. The TOTAL of each Schedule or the Grand TOTAL as mentioned in Financial Part at CPP portal shall be deemed to be the total price for executing the Facilities in complete accordance with the Contract, whether or not each individual item has been priced.

4.0 **We confirm that except as otherwise specifically provided, our Bid Prices include all taxes, duties, levies and charges, as may be assessed on us, our Sub-Contractor/Sub-Vendor or our employees by all Municipal, State or National Government authorities in connection with the Facilities, in and outside of India.**

We further understand that notwithstanding 4.0 above, you shall bear and pay/reimburse to us **GST** applicable on Solar PV Cells (and Mandatory Spares to be supplied from within the country of India specified in Price Schedule No. 1, (b) Local transportation & insurance, other local costs incidental to delivery of plant & equipment including mandatory spares specified in Price Schedule No. 2 .

However, all other taxes, duties & levies as may be applicable on goods and services specified in Price Schedules Nos. 1 & 2 shall be to our account and no separate claim in this regard will be entertained by you.

Taxes and Duties which are payable by the Owner under the Contract shall be paid/reimbursed by the Owner to the Supplier after receipt of equipment/spares/services at site and on production of satisfactory documentary evidence by the Supplier .

4.1 We hereby confirm that our bid price do not include the **GST** in respect of the goods and services specified in Price Schedules Nos. 1 & 2 and the same shall be payable/ reimbursed by you in accordance with the law. We further declare that the amount of **GST** as the list of Goods & Services and their values considered for **GST** have been exhaustively indicated by us in Schedule-3 at prevailing rates. However, we confirm that you shall not be liable to pay **GST** though applicable in India on seven days prior to the date of Bid submission but not indicated in the Schedule-3.

We further confirm that **GST** payable by you is indicated in aforesaid Schedule-3 and the same shall be considered for evaluation.

4.2 We confirm that **we are registered as per relevant GST laws/ shall get registered as per relevant GST laws.**

4.3 **Income Tax**

We hereby declare that if any Indian Income Tax, surcharge on Income Tax and any other tax is attracted under the law, we agree to pay the same to the concerned authorities and you shall have no additional tax liabilities whatsoever irrespective of the mode of contracting.

5.0 **COMPLIANCE TO THE PROVISIONS OF THE BIDDING DOCUMENTS**

5.1 We have read all the provisions of the Bidding Documents and confirm that notwithstanding anything stated elsewhere in our bid to the contrary, the provisions of the Bidding Documents are acceptable to us and **we further confirm that we have not taken any deviation to the provisions of the Bidding Documents** anywhere in our bid.

Contrary to the provisions of Bidding Documents and its subsequent Amendment(s)/Clarification(s)/ Addenda/Errata (if any) found anywhere in our Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the OWNER, failing which our bid security shall be forfeited.

5.2 **We further declare that additional conditions, variations, deviations, if any, found in the Price Bid, shall not be given effect to.**

6.0 We undertake, if our bid is accepted, to commence work on the facilities immediately upon your Notification of Award to us and to achieve Completion of Supply within the time specified in the Bidding Documents.

7.0 If our bid is accepted, we undertake to provide an Advance Payment Security, Contract Performance Security(ies), and Securities for Deed(s) of Joint Undertaking (as applicable) and other securities in the form and amounts and within the times specified in the Bidding Documents.

8.0 We agree to abide by this Bid (Stage-II Price Bid) for a period of **180 days** from the date of submission of Price Bids as stipulated in the Bidding Documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. Techno-Commercial Bid (Stage-I) including this Price Bid (Stage-II) shall remain valid and open for acceptance for **One hundred and Eighty (180) days** from date of Price Bid Submission.

9.0 Until a formal Contract is prepared and executed between us, both bids (Techno-Commercial bid and Price Bid), together with your written acceptance thereof in the form of your **Notification of Award** shall constitute a binding contract between us..

10.0 We understand that you are not bound to accept the lowest or any other bid you may receive.

11.0 Further, we confirm that our Price Bid does not contain any matter in respect of Technical and / or Commercial aspects other than the details specifically sought in the price Bid.

12.0 Our 'Technical and Commercial Bid' is being submitted as per provisions of the tender documents.

13.0 We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.

Dated this.....day of..... 20....

Thanking you, we remain,

Yours faithfully,

Date : _____

Place : _____

(authorised signatory Name).

(Designation)

Business Address : _____

Email id :

Mobile No. :

Fax No. : _____

Phone No. :

**FORM OF AUTHORISATION LETTER
(NAME OF OWNER)
(PROJECT.....)**

REF. NO. :

DATE :

To,

M/s (*Supplier 's Name*)

Ref : Contract No.....Dated.....for
.....[*Contract Name*]awarded by (*Name of OWNER*)

Dear Sirs,

Kindly refer to Contract No..... Dated for (*Contract Name*)
You are hereby authorised on behalf of..... (*Name of OWNER*) having its registered office atand its Project at..... to take physical delivery of materials/equipments covered under dispatch Document/ Consignment Note no
*.....dated..... and as detailed in the enclosed schedule for the sole purpose of successful performance of the aforesaid contract and for no other purposes, whatsoever.

(Signature of Project Authority) Designation:

.....
Date

ENCL: as above

* Mention LR/RR No.

**SCHEDULE OF MATERIAL/EQUIPMENT COVERED UNDER DESPATCH TITLE DOCUMENT
(RR NO./LR NO.)**

Sl. No.	Contract Name	NOA No./Contract agreement No.	Description of Materials/ No. of Equipment	Spec.	Qty.	Value	Remarks
---------	---------------	--------------------------------	--	-------	------	-------	---------

(SIGNATURE OF THE PROJECT AUTHORITY)

(Designation)

(Date)

**CERTIFICATE FOR COMPLIANCE
TO
ALL PROVISIONS OF BIDDING DOCUMENTS
(Certificate of "NIL" Deviation)
Towards COMPLIANT BID**

To,
Chairman, IRPL
IRCON RENEWABLE POWER LIMITED
C-4, DISTRICT CENTRE, SAKET,
NEW DELHI-110017
PHONE:+91-11-26530245;
FAX:+91-11-26854000,26522000
Website: www.ircon.org
E-Mail: solarcell@ircon.org, Mobile No.: 8800692402 Corporate
Identification Number: U40106DL2022GOI392384

Dear Sir,

1. With reference to our Bid submitted against the tender, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendment(s) / Clarification(s) / Addenda/Errata (if any) issued by the OWNER prior to opening of Techno-Commercial Bids and the same has been taken into consideration while making our Techno-Commercial Bid & Price Bid and we declare that we have not taken any deviation in this regard.
2. We understand that in case the Products and/or Services offered do not meet the Technical requirements, then our bid shall be rejected as Technically non-responsive.

We also confirm that in case we refuse to withdraw additional conditions/deviations/exceptions/implicit or explicit, found anywhere in the techno-commercial bid, our bid shall be rejected as Technically non-responsive.

We further confirm that if any deviation/variation in any form is found in our Price Bid, the EMD shall be forfeited.

FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY

To,

Chairman, IRPL
IRCON RENEWABLE POWER LIMITED
C-4, DISTRICT CENTRE, SAKET,
NEW DELHI-110017
PHONE:+91-11-26530245;
FAX:+91-11-26854000,26522000
Website: www.ircon.org
E-Mail: solarcell@ircon.org, Mobile No.: 8800692402 Corporate
Identification Number: U40106DL2022GOI392384

Dear Sir,

We have read the contents of the Fraud Prevention Policy of OWNER displayed on its tender website CPP portal and undertake that we along with our associate / collaborator / sub- contractors / sub-vendors / consultants / service providers shall strictly abide by the provisions of the Fraud Prevention policy of OWNER.

DECLARATION ON BANNING POLICY

To,
Chairman, IRPL
IRCON RENEWABLE POWER LIMITED
C-4, DISTRICT CENTRE, SAKET,
NEW DELHI-110017
PHONE:+91-11-26530245;
FAX:+91-11-26854000,26522000
Website: www.ircon.org
E-Mail: solarcell@ircon.org, Mobile No.: 8800692402 Corporate
Identification Number: U40106DL2022GOI392384

Dear Sir,

- 1) We have read the contents of the Banning Policy of OWNER displayed on its tender website CPP portal and agree to abide by this policy. Further, in terms of requirement under Banning policy we hereby declare the following:
 - a) We have not been Banned/Blacklisted as on date of submission of bid by Ministry of Power or Government of India.
 - b) We have not employed any public servant dismissed/removed or person convicted for an offence involving corruption or abetment of such offences.
 - c) Our Director(s)/Owner(s)/Proprietor/Partner(s) have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to business dealings with Government of India or OWNER or OWNER's group companies during the last five years.
- 2) We further declare as under:

that if at any point subsequent to award of Contract, the declarations given above are found to be incorrect, OWNER shall have the full right to terminate the Contract and take any action as per applicable laws for breach of contract including forfeiture of Performance Bank Guarantee.

CERTIFICATE OF COMPLIANCE ON QUALIFYING REQUIREMENT

To,
Chairman, IRPL
IRCON RENEWABLE POWER LIMITED
C-4, DISTRICT CENTRE, SAKET,
NEW DELHI-110017
PHONE:+91-11-26530245;
FAX:+91-11-26854000,26522000
Website: www.ircon.org
E-Mail: solarcell@ircon.org, Mobile No.: 8800692402 Corporate
Identification Number: U40106DL2022GOI392384

Dear Sir,

With reference to our Bid proposal for the tender we hereby confirm that the number of reference Work Orders/Purchase Orders/Letter of Awards/Contract Agreements quoted by us in **Annexure 12** in the bid, for establishing compliance to the specified Qualifying Requirements (QR) are not more than the number specified in Special Purchase Conditions (SPC).

We confirm that the reference Work Orders/Purchase Orders/Letter of Awards/Contract Agreements declared more than the number specified in the Special Purchase Conditions (SPC) shall not be considered for evaluation/establishing compliance to Qualifying Requirements (QR).

We further confirm that no change or substitution in respect of reference Work Orders/Purchase Orders/Letter of Awards/Contract Agreements as declared in our bid by new/additional Work Orders/Purchase Orders/Letter of Awards/Contract Agreements for meeting the specific Qualifying Requirement (QR) shall be offered by us.

DETAILS OF PAN and GSTIN

To,
Chairman, IRPL
IRCON RENEWABLE POWER LIMITED
C-4, DISTRICT CENTRE, SAKET,
NEW DELHI-110017
PHONE:+91-11-26530245;
FAX:+91-11-26854000,26522000
Website: www.ircon.org
E-Mail: solarcell@ircon.org, Mobile No.: 8800692402 Corporate
Identification Number: U40106DL2022GOI392384

Dear Sir,

The details of our registration in line with the various authorities are as under:

(a) PAN number

Our PAN number is as under:

Permanent Account Number	
---------------------------------	--

Note: Copy of card indicating PAN number duly attested by the bidder under his seal and signature to be submitted.

(b) GSTIN (if applicable):

Our GSTIN is

GSTIN	
--------------	--

Note : Copy of registration with up to amendment to be enclosed.

E.F.T. Form

To,
Chairman, IRPL
IRCON RENEWABLE POWER LIMITED
C-4, DISTRICT CENTRE, SAKET,
NEW DELHI-110017
PHONE:+91-11-26530245;
FAX:+91-11-26854000,26522000
Website: www.ircon.org
E-Mail: solarcell@ircon.org, Mobile No.: 8800692402 Corporate
Identification Number: U40106DL2022GOI392384

Dear Sirs,

We, hereby authorize the OWNER to make all our payments through Electronic Fund Transfer System. The details for facilitating the payments are given below:

(TO BE FILLED IN CAPITAL LETTERS)

1. NAME OF THE BENEFICIARY

2. ADDRESS

PIN CODE																			

3. TELEPHONE NO. (WITH STD CODE)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

4. BANK PARTICULARS

A) BANK NAME

B) BANK TELEPHONE NO. (WITH STD CODE)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

C) BRANCH ADDRESS

PIN CODE																			

D) BANK FAX NO (WITH STD CODE)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

E) BRANCH CODE

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

F) 9 DIGIT MICR CODE OF THE BANK BRANCH (ENCLOSE COPY OF A CANCELLED CHEQUE)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

G) 11 DIGIT IFSC CODE OF THE BANK

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

H) BANK ACCOUNT NUMBER

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

I) BANK ACCOUNT TYPE (TICK ONE)

SAVING	CURRENT	LOAN	CASH CREDIT	OTHERS
---------------	----------------	-------------	--------------------	---------------

IF OTHERS, SPECIFY

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

5. PERMANENT ACCOUNT NUMBER (PAN)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

6. E-MAIL Address for Intimation regarding release of payments

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/We would not hold the OWNER responsible

DATE

--	--	--	--	--	--

SIGNATURE

(AUTHORISED SIGNATORY)

Name:

OFFICIAL STAMP

BANK CERTIFICATION:

It is certified that above mentioned beneficiary holds a bank account no..... with our branch and the Bank particulars mentioned above are correct.

DATE

--	--	--	--	--	--

SIGNATURE

(AUTHORISED SIGNATORY)

Authorisation no.:

Name:

Encl: Cancelled Cheque

OFFICIAL STAMP

(to be executed on a non-judicial stamp paper of Rs. 100/-)
BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(Tender Notice No. and date)

Ref: (Bank Guarantee No. and Date)

To

Chairman, IRPL
IRCON RENEWABLE POWER LIMITED
C-4, DISTRICT CENTRE, SAKET,
NEW DELHI-110017
PHONE:+91-11-26530245;
FAX:+91-11-26854000,26522000
Website: www.ircon.org
E-Mail: solarcell@ircon.org, Mobile No.: 8800692402 Corporate
Identification Number: U40106DL2022GOI392384

[Acting through _____(Tender Inviting Authority) & Address]

WHEREAS _____[name of Bidder] (hereinafter called "the Bidder") intends to submit his bid dated _____(date) for _____[name of work] (hereinafter called "the Bid")

1. KNOW ALL PEOPLE by these presents that We _____[name of bank] of _____(name of country) having our registered office at _____(hereinafter called "the Bank") are bound unto IRCON RENEWABLE POWER LIMITED (hereinafter called "the Employer") in the sum of _____* [amount of Guarantee], _____[amount in words] for which payment well and truly to be made to IRCON RENEWABLE POWER LIMITED. The Bank binds itself, its successors and assigns by these presents with the Common Seal of the Bank this ___day of ___20_ and undertake to pay to the Employer up to the above amount upon receipt of their first written demand, without IRCON RENEWABLE POWER LIMITED having to substantiate their demand.

The CONDITIONS of this obligation are:

(i) If the bidder withdraws his tender during the period of tender validity specified in the tender or extended validity period as agreed to in writing by the tenderer;

Or

(ii) If the successful tenderer having been notified of the acceptance of his tender by IRCON RENEWABLE POWER LIMITED during the period of Bid validity:

- (a) fails to sign the Contract Agreement in accordance with the terms of the tender; or
- (b) fails to furnish the Performance Guarantee in accordance with the terms of the tender; or
- (c) fails to commence the work within the time period stipulated in the tender.

2. We, the _____[name of bank], and our local branch at New Delhi (Indicate detail address of local New Delhi branch with Code No.), undertake to pay to IRCON RENEWABLE POWER LIMITED up to the above amount upon receipt of their first written demand, without IRCON RENEWABLE POWER LIMITED having to substantiate their demand, PROVIDED THAT in their demand IRCON RENEWABLE POWER LIMITED will note that the amount claimed by them is due to them owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

3. This guarantee will remain valid and in full effect upto and including the date _____.**. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

4. We, the _____ Bank further agree that this guarantee shall be invocable at our place of business at New Delhi/NCR (indicate detail address of branch with Code No.)***. The branch at New Delhi/NCR is being advised accordingly.

6. This Bank Guarantee shall be operative only if it is accompanied by a separate advice sent by _____ (Name of issuing Bank, with address) on _____ (Name of Employer's Bank, with address) IFS Code _____ through Structured Financial Messaging System (SFMS) and authenticated by the Employer's Bank.

DATE _____ SIGNATURE OF THE BANK _____

SEAL _____

WITNESS _____

[Signature, name and address]

*The Bank should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as mentioned in the Tender Notice named on top.

** Date to be filled in keeping a margin of minimum 180 days after the last date for submission of Bids as stated in the " Notice Inviting Tenders" or as executed by IRCON RENEWABLE POWER LIMITED (through corrigenda).

*** The Bank should indicate detailed address of New Delhi/NCR branch along with its Code No.

**7A. Format of Undertaking
(To be sent by Issuing Bank through official email-ID)**

From: xxbank@xx.in [Official E-Mail ID of Bank]

To: solarcell@ircon.org

We have issued BG No. dated for an amount of Rs. on behalf of[Name of Bidder] towards Bid Security / EMD for Tender No. in favour of [Name of OWNER].

Please find enclosed the soft copy of the Bank Guarantee and SFMS acknowledgement. This SFMS is sent on..... (date).

Any demand / claim made by the 'OWNER' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder till the validity period mentioned in the Bank Guarantee.

However, in absence of the physical copy of aforementioned BG with the OWNER, we undertake that OWNER's demand / claim will be binding and conclusive on us without the physical copy of aforementioned BG till fourteen (14) days from the due date of submission of Techno-Commercial bids.

We undertake not to cancel the aforementioned BG No. without written consent / instruction from OWNER.

(Name of Bank Official)
[Bank Name]
Authority No.

FORM OF EXTENSION OF BANK GUARANTEE

(On Non-judicial stamp paper of same value on which original BG was executed)

Ref. No.:

Date:

To,
Chairman, IRPL
IRCON RENEWABLE POWER LIMITED
C-4, DISTRICT CENTRE, SAKET,
NEW DELHI-110017
PHONE:+91-11-26530245;
FAX:+91-11-26854000,26522000
Website: www.ircon.org
E-Mail: solarcell@ircon.org, Mobile No.: 8800692402 Corporate
Identification Number: U40106DL2022GOI392384

Dear Sirs,

Subject: Extension of Bank Guarantee No. dated for
..... *[indicate value of bank guarantee]* favouring
yourselves expiring on on account of M/s
(Name of Bidder).....in respect of Contract for *(Insert
Package name)*..... , (hereinafter called original Bank Guarantee)

At the request of M/s we Bank branch office atand
having its Head Office at do hereby extend our liability under the above
mentioned Guarantee No. dated for a further period
of year/months from _____ to expire on

Except as provided above, all other terms and conditions of original Bank Guarantee No.
..... dated shall remain unaltered and binding.

Please treat this as an integral part of the original guarantee to which it would be deemed to have
been attached.

Signature

.....

Name

Designation

Authorised Vide

Power of Attorney No.

Dated

SEAL OF BANK

PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE
(To be stamped in accordance with Stamp Act)

Bank Guarantee No.....

Date :

To,

Chairman, IRPL
IRCON RENEWABLE POWER LIMITED
C-4, DISTRICT CENTRE, SAKET,
NEW DELHI-110017
PHONE:+91-11-26530245;
FAX:+91-11-26854000,26522000
Website: www.ircon.org
E-Mail: solarcell@ircon.org, Mobile No.: 8800692402 Corporate
Identification Number: U40106DL2022GOI392384

Dear Sirs,

In consideration of the [] Owner , (hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s with its Registered/Head Office at (hereinafter referred to as the 'Seller' which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, executors & assigns) a Contract by issue of Purchaser's Purchase Order No.datedand the same having been unequivocally accepted by the seller resulting in a 'Contract' valued at for (scope of work/contract) and the seller having agreed to provide a contract performance guarantee of the faithful performance of the entire contract equivalent to Three percent (3%) of the said value of the contract to the purchaser.

We,(Name & Address of Bank)..... having our Head Office at (hereinafter referred to as the 'Bank' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors & assigns), do hereby guarantee and undertake to pay the Purchaser, on demand any and all monies payable by the Seller to the extent of as aforesaid at any time up to (*) without any demur, reservation contest, recourse, or protest and/or without any reference to the Seller. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and Seller or any dispute pending before any court Tribunal, Arbitrator or any other Authority. The bank undertakes not to revoke this guarantee during its currency without previous consent of the purchaser and further agrees that this guarantee herein contained shall continue to be enforceable till the purchaser discharges this guarantee.

The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of Contract by the Seller. The Purchaser shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Seller, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the contract between the Purchaser and the Seller or any other course of remedy or security available to the Purchaser. The Bank shall not be released of its

obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the purchaser at its option shall be entitled to enforce this guarantee against the bank as a principal debtor, in the first instance without proceeding against the seller and notwithstanding any security or other guarantee that the purchaser may have in relation to the seller's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to and it shall remain in force up to and including (*)..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/son whose behalf this guarantee has been given.

Dated this day of 20 at
.....

WITNESS

1) SIGNATURE
NAME
OFFICIAL ADDRESS

2) SIGNATURE
NAME
OFFICIAL ADDRESS

SIGNATURE
NAME
DESIGNATION
BANK'S COMMON SEAL
ATTORNEY AS PER POWER OF ATTORNEY
NO.....
DATE

NOTE :

1. (*) The Date will be Three Months beyond the expiry of the warranty period as specified in the order.
2. The Bank Guarantee shall be from a bank as per provisions of bidding documents.
3. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in the Bank Guarantee Verification Check List (Annexure 10) in the bidding documents. Bidders are required to fill up this check List and enclose the same alongwith the Bank Guarantee.
4. The Stamp paper of appropriate value shall be purchased in the name of guarantee issuing bank or the party on whose behalf the BG is being issued. The Bank Guarantee shall be issued on non-judicial Stamp paper of appropriate value as per Stamp act prevailing in the States where the BG is to be submitted or is to be acted upon or the rate prevailing in the state where the BG is executed, whichever is higher.
5. The details of secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) sent by Supplier's Bank to Owner's Beneficiary .

BANK GUARANTEE VERIFICATION CHECK LIST

(To be submitted with EMD and CPG)

1. **Bank Guarantee No. & Date** :
2. **Name of Issuing Bank** :
3. **Amount of BG** :
4. **Nature of BG & No. of Pages** :
5. **Validity of BG** :
6. **Vendor Reference** :
Name
.....
Address
.....
Telephone
.....
Fax
.....
Email
7. **Bank Reference**
Name
.....
Address
Telephone
.....
Fax
.....
Email

Sl. No.	<i>Details of Checks</i>	Yes/No
1.	Is the BG on Non-judicial stamp paper of appropriate value, as per Stamp Act?	
2.	Whether date, purpose of purchase of stamp paper and name of the purchaser indicated on the back of stamp paper under the Signature of Stamp Vendor? (The date of purchase of stamp paper should be of any date on or before the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the Bidder on whose behalf the BG has been issued. The Stamp Papers (other than e-stamp paper) should be duly signed by the stamp vendor).	
3.	In case the BGs from abroad, has the BG been executed on Letter Head of the Bank?	
4.	Has the executing officer of BG indicated his name, designation and Power of Attorney No. / Signing Power No. etc., on the BG?	
5.	Is each page of BG duly signed / initialed by executant and whether stamp of Bank is affixed thereon?	
6.	Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
7.	Does the Bank Guarantee compare verbatim with the Proforma prescribed in the Bidding Documents?	
8.	Are the factual details such as NIT no. / Tender Enquiry no. / Bidding Documents No. / Specification No., Amount of BG, validity of BG correctly mentioned in the BG?	
9.	Whether overwriting / cutting, if any on the BG have been properly authenticated under signature & seal of executants?	
10.	Whether BG has been issued by a Bank in line with the provisions of Bidding Documents?	
11.	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding Document?	

Signature of Bidder.....
Name
Designation
Seal

**LIST OF BANKS WHOSE BANK GUARANTEE IS ACCEPTABLE FOR EARNEST MONEY
DEPOSIT/BID SECURITY/CONTRACT PERFORMANCE GUARANTEE**

SCHEDULED COMMERCIAL BANKS

A STATE BANK OF INDIA

B NATIONALISED BANKS

- 1 Bank of Baroda
- 2 Bank of India
- 3 Bank of Maharashtra
- 4 Canara Bank
- 5 Central Bank of India
- 6 Indian Overseas Bank
- 7 Indian Bank
- 8 Punjab National Bank
- 9 Union Bank of India
- 10 Punjab & Sind Bank
- 11 UCO Bank

C SCHEDULED PRIVATE BANKS (INDIAN BANKS)

- 1 Axis Bank Ltd
- 2 Bandhan Bank Limited
- 3 CSB Bank
- 4 City Union Bank
- 5 DCB Bank Ltd
- 6 Dhanlaxmi Bank Ltd
- 7 Federal Bank Ltd
- 8 HDFC Bank Ltd
- 9 ICICI Bank Ltd
- 10 IndusInd Bank Ltd
- 11 IDFC FIRST Bank Limited
- 12 Jammu & Kashmir Bank Ltd
- 13 Karnataka Bank Ltd
- 14 Karur Vysya Bank Ltd
- 15 Kotak Mahindra Bank
- 16 Lakshmi Vilas Bank Ltd
- 17 Nainital Bank Ltd
- 18 RBL Bank Limited
- 19 South Indian Bank Ltd
- 20 Tamilnad Mercantile Bank Ltd
- 21 Yes Bank Ltd

22 IDBI Bank Ltd.

D SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

- 1 AB Bank Ltd
- 2 Abu Dhabi Commercial Bank PJSC
- 3 American Express Banking Corporation
- 4 Australia & Newzealand Banking Group Limited
- 5 Barclays Bank Plc
- 6 Bank of America
- 7 Bank of Bahrain & Kuwait B.S.C.
- 8 Bank of Ceylon
- 9 Bank of China Limited
- 10 Bank of Nova Scotia
- 11 BNP Paribas
- 12 Citi Bank NA
- 13 Cooperatieve Rabobank UA
- 14 Crédit Agricole Corporate and Investment Bank
- 15 Credit Suisse AG
- 16 CTBC Bank Co Ltd
- 17 DBS Bank India Ltd
- 18 Deutsche Bank A.G.
- 19 Doha Bank Q.P.S.C
- 20 Emirates NBD Bank (PJSC)
- 21 First Abu Dhabi Bank PJSC
- 22 FirstRand Bank Ltd
- 23 HSBC Ltd
- 24 Industrial & Commercial Bank of China Ltd
- 25 Industrial Bank of Korea
- 26 JP Morgan Chase Bank, National Association
- 27 JSC VTB Bank
- 28 KEB Hana Bank
- 29 Kookmin Bank
- 30 Krung Thai Bank Public Company Ltd
- 31 Mashreq Bank PSC
- 32 Mizuho Bank Ltd
- 33 MUFG Bank, Ltd
- 34 NatWest Markets Plc
- 35 PT Bank Maybank Indonesia TBK
- 36 Qatar National Bank (Q.P.S.C.)
- 37 Sberbank
- 38 SBM Bank (India) Ltd

- 39 Shinhan Bank
- 40 Societe Generale
- 41 Sonali Bank Ltd
- 42 Standard Chartered Bank
- 43 Sumitomo Mitsui Banking Corporation
- 44 United Overseas Bank Ltd
- 45 Westpac Banking Corporation
- 46 Woori Bank

*Note - Any Addition/ Deletion/ Modification in Bank list shall be as per changes in Second Schedule List by RBI from time to time

**(Details Pertaining to Technical Qualification of the Bidder)
(As per Item No. 6.0 of the IFB)**

To
Chairman, IRPL
IRCON RENEWABLE POWER LIMITED
C-4, DISTRICT CENTRE, SAKET,
NEW DELHI-110017
PHONE:+91-11-26530245;
FAX:+91-11-26854000,26522000
Website: www.ircon.org
E-Mail: solarcell@ircon.org, Mobile No.: 8800692402 Corporate
Identification Number: U40106DL2022GOI392384

(A) FOR BIDDERS SEEKING QUALIFICATIONS AS PER Clause 5.0 [1.0] Route-1 of IFB,

In support of Qualifying Requirements of Clause 5.0 (1.0) of IFB, we confirm that we have manufactured and supplied Solar Photo Voltaic (SPV) Modules of cumulative capacity of 40 MWp or above, out of which at least one such supply order is for a project of 10 MWp or above capacity. The reference project of 10 MWp or above capacity has been manufactured and supplied prior to the date of techno-commercial bid opening.

(I) *Details of Solar PV Modules manufactured & supplied order of cumulative capacity of 10 MWp or above out of which one project is of 10 MWp capacity or above, as per following / details of plant under construction and commissioning date*

**Cumulative capacity of Solar PV Modules manufactured & supplied in MWp-
(Bidder to mention MWp)**

Sl. No.	Item Description	Reference Project/ manufacture & supply order 1 (10 MWp or above)	Reference Project//manuf ac ture & supply order 2	Reference Project//ma nufa cture & supply order ...	Plant under constructi on details	Cumulative
1.	Description of work					
2.	Name of Client with full address, Fax No. & Tel. No.					
3.	Name of the Project with its location					
4.	Name and designation of the responsible person in client's					

	organization				
5.	Contract No. and Date				
6.	Whether this is a SPV based grid connected Power Project	YES* <input type="checkbox"/> /NO* <input type="checkbox"/>	YES* <input type="checkbox"/> /NO* <input type="checkbox"/>	YES* <input type="checkbox"/> /NO* <input type="checkbox"/>	YES* <input type="checkbox"/> /NO* <input type="checkbox"/>
7.	Capacity of the Project/Supply order	MWp	MWp	MWp	MWp
8.	Whether scope of works included (a) Manufactured (b)Supplied	YES* <input type="checkbox"/> /NO* <input type="checkbox"/> YES* <input type="checkbox"/> /NO* <input type="checkbox"/>	YES* <input type="checkbox"/> /NO* <input type="checkbox"/> YES* <input type="checkbox"/> /NO* <input type="checkbox"/>	YES* <input type="checkbox"/> /NO* <input type="checkbox"/> YES* <input type="checkbox"/> /NO* <input type="checkbox"/>	YES* <input type="checkbox"/> /NO* <input type="checkbox"/> YES* <input type="checkbox"/> /NO* <input type="checkbox"/>
9.	Date of Commissioning of the above Project				
10.	Copies of authentic purchase orders, Certificate from Clients, Agreements in support of details/data of Sl. No. 1 to 9 enclosed as Annex.				
11	Plant under construction details / Commissioning date				

Note: Continuation sheets of like size and format may be used and annexed to this Attachment if required.

(II) Details of reference supply order of 10 MWp or above capacity which has been manufactured and supplied prior to the date of techno-commercial bid opening, as per following/New Plant under installation and commission

Sl No.	Item Description	Reference Project order 1	Reference Project order	Cumulative
1.	Description of work			
2.	Name of Client with full address, Fax No. & Tel. No.			
3.	Name of the Project with its location			
4.	Name and designation of the responsible person in client's organization			
5.	Contract No. and Date			
6.	Whether this is a SPV based grid connected Power Project	YES* <input type="checkbox"/> /NO* <input type="checkbox"/>	YES* <input type="checkbox"/> /NO* <input type="checkbox"/>	YES* <input type="checkbox"/> /NO* <input type="checkbox"/>
7.	Capacity of the Project	MWp	MWp	MWp
8.	Whether scope of works included (a) Manufactured (b) Supplied	YES* <input type="checkbox"/> /NO* <input type="checkbox"/> YES* <input type="checkbox"/> /NO* <input type="checkbox"/>	YES* <input type="checkbox"/> /NO* <input type="checkbox"/> YES* <input type="checkbox"/> /NO* <input type="checkbox"/>	YES* <input type="checkbox"/> /NO* <input type="checkbox"/> YES* <input type="checkbox"/> /NO* <input type="checkbox"/>
9.	Date of Commissioning of the above Project			

10.	Copies of authentic purchase orders, Certificate from Clients, Agreements in support of details/data of Sl. No. 1 to 9 enclosed as Annex.			
11	Copies of authentic purchase orders, Released On Solar PV Modules line equipments /. Equipment supply time line given by equipment manufacturer / Installation commissiondate agreedby equipment manufacturer and Solar PV Modules supplier – Details to be enclosed with valid proof .			

Note: Continuation sheets of like size and format may be used and annexed to this Attachment if required

(B) FOR BIDDERS SEEKING QUALIFICATIONS AS PER Clause 5.0 [1.2] Route-2 of IFB,

In support of Qualifying Requirements of Clause 5.0 [1.2] of IFB, we confirm that we are Group company/Holding Company or Subsidiary company of the Solar PV Modules manufacturer meeting the requirements of Clause 5.0 [1.1] of IFB, above. We shall furnish a letter of Undertaking jointly executed by the Solar PV Modules Manufacturer and us at the time of submission of techno-commercial bid, as per format enclosed in the bidding document..

(I) Relationship (whether group company/holding company or subsidiary company) between Solar PV Cells Manufacturer and us (the Bidder) meeting the requirements of Clause 5.0 [1.1],
(Bidder to mention relationship)

(II) Details of Solar PV Modules manufactured & supplied order of cumulative capacity of 40 MWp or above out of which at least one such supply order is of 10MWp capacity or above, as per following:

Cumulative capacity of Solar PV Modules manufactured & supplied in MWp-
(Bidder to mention MWp)

Sl. No.	Item Description	Reference Project order 1	Reference Project order 2	Reference Project order	Cumulative
---------	------------------	---------------------------	---------------------------	---------------------------------	------------

1.	Description of work				
2.	Name of Client with full address, Fax No. & Tel. No.				
3.	Name of the Project with its location				
4.	Name and designation of the responsible person in client's organization				
5.	Contract No. and Date				
6.	Whether this is a SPV based grid connected Power Project	YES* /NO* <input type="checkbox"/> <input type="checkbox"/>	YES* /NO* <input type="checkbox"/> <input type="checkbox"/>	YES* /NO* <input type="checkbox"/> <input type="checkbox"/>	YES* /NO* <input type="checkbox"/> <input type="checkbox"/>
7.	Capacity of the Project/Supply order	MWp	MWp	MWp	MWp
8.	Whether scope of works included (a) Manufactured (b)Supplied	YES* /NO* YES* /NO*	YES* /NO* YES* /NO*	YES* /NO* YES* /NO*	YES* /NO* YES* /NO*
9.	Date of Commissioning of the above Project				
10.	Copies of authentic purchase orders, Certificate from Clients, Agreements in support of details/data of SI. No. 1 to 9 enclosed as Annex.				

Note: Continuation sheets of like size and format may be used and annexed to this Attachment if required.

(III) Details of reference supply order of 10 MWp or above capacity which has been manufactured and supplied prior to the date of techno-commercial bid opening, as per following:

Sl No.	Item Description	Reference Project order 1	Reference Project order	Cumulative
11.	Description of work			
12.	Name of Client with full address, Fax No. & Tel. No.			
13.	Name of the Project with its location			
14.	Name and designation of the responsible person in client's organization			
15.	Contract No. and Date			
16.	Whether this is a SPV based grid connected Power Project	YES* <input type="checkbox"/> /NO* <input type="checkbox"/>	YES* <input type="checkbox"/> /NO* <input type="checkbox"/>	YES* <input type="checkbox"/> /NO* <input type="checkbox"/>
17.	Capacity of the Project/Supply order	MWp	MWp	MWp
18.	Whether scope of works included (a) Manufactured	YES* <input type="checkbox"/> /NO* <input type="checkbox"/>	YES* <input type="checkbox"/> /NO* <input type="checkbox"/>	YES* <input type="checkbox"/> /NO* <input type="checkbox"/>
	(b) Supplied	YES* <input type="checkbox"/> /NO* <input type="checkbox"/>	YES* <input type="checkbox"/> /NO* <input type="checkbox"/>	YES* <input type="checkbox"/> /NO* <input type="checkbox"/>
19.	Date of Commissioning of			

	the above Project			
20.	Copies of authentic purchase orders, Certificate from Clients, Agreements in support of details/data of Sl. No. 1 to 9 enclosed as Annex.			
21	Copies of authentic purchase orders, Released On Solar PV Modules line equipments /. Equipment supply time line given by equipment manufacturer / Installation commissiondate agreedby equipment manufacturer and Solar PV Modules supplier – Details to be enclosed with valid proof .			

Note: Continuation sheets of like size and format may be used and annexed to this Attachment if required.

- a. The reference supply order of minimum capacity of 1MWp or above only shall be considered for cumulative capacity determination in Clause 1.1 and Clause 1.2.
- b. SPV based supply order for Roof-top/Floating solar power projects, which are grid connected, shall also be considered eligible for QR purposes.
- c. Bidder shall submit certificate of successful completion of supply order and successful operation from the Owner.
- d. Direct/Indirect Order
The bidder shall also be considered qualified, in case the award for executing the reference work has been received by the Bidder either directly from owner of the plant or any other intermediary organization. In such a case, a certificate from such owner of plant or any other intermediary organization shall be required to be furnished by the Bidder along with its Techno- commercial Bid in support of Bidder’s claim of meeting qualification requirement as per clause 1.1 above..

Date:
Place:

(Printed Name).....
(Designation).....

FORM OF UNDERTAKING BY BIDDER AND THE FIRM

JOINT UNDERTAKING BETWEEN BY THE INDIAN BIDDER (WHO QUALIFIY UNDER QR REQUIREMENTS OF CLAUSE 5.0 (1.2) AND THE FIRM (WHO MEETS QR REQUIREMENTS OF CLAUSE 5.0 (1.1) ON HIS OWN), FOR BRIEF SCOPE OF WORK FOR Solar PV Cells PACKAGE OF IRPL SOLAR PROJECT IN PAWAGADA , IN WHICH THE FIRM AND THE BIDDER ARE JOINTLY AND SEVERLY LIABLE TO THE OWNER FOR THE COMPLETE PERFORMANCE OF CONTRACT IN CASE OF AWARD.

We, M/s a Company incorporated under the having its Registered Office at.....(The Firm) and M/s a company incorporated under the having its registered office at.....(The Bidder) jointly undertake the following onday offor the **“SPV MODULES PACKAGE FOR PAVAGADA SOLAR PROJECT IN KARNATAKA”** to OWNER , a company incorporated under the Companies Act, 1956, having its Registered Office at C-4,District Centre ,Saket, New Delhi 110 017, (India).

OWNER Limited (OWNER) has invited bids for **“SPV MODULES PACKAGE PAVAGADA SOLAR PROJECT IN KARNATAKA”** vide its Bid Document No. _____ for Manufacturing, Supply, Packing and Forwarding, Transportation of Solar PV Modules.

M/s. (Bidder) is submitting its proposal in response to the aforesaid Invitation **“SPV MODULES PACKAGE OF PAVAGADA SOLAR PROJECT IN KARNATAKA”** against Bidding Document No.

1. In case of the Award of the Contract by the OWNER to the Bidder, we the Bidder and the Firm undertake that we shall be jointly and severally responsible to the OWNER for the complete performance of Contract.
2. In case of any breach of the Contract (in case of award) committed by the Bidder, we the Firm undertake and confirm that we shall be fully responsible for the complete performance of Contract (in case of award) and undertake to carry out all the obligations and responsibilities under this joint Undertaking in order to discharge the Bidder’s obligation and responsibilities as stipulated in the contract.
3. The Bidder and the Firm will be fully responsible for the quality of all the equipment manufactured at their works or at their Vendors works or construction at site, and their repair or replacement, if necessary and timely delivery to meet the completion schedule under the Contract (in case of award).
4. We, the Bidder and the Firm agree that this undertaking shall be irrevocable and shall form an integral part of the Contract. We further agree that this undertaking shall continue to be enforceable till the successful completion of Contract and till the OWNER discharge it.

5. This Joint Undertaking shall be operative from the effective date of the Contract until ninety (90) days beyond the Defect Liability Period.

For M/s
(The Firm)

.....
(Signature of the authorised representative)

Name

Designation

Common Seal of the Company
.....

For M/s.
(Bidder)

.....
(Signature of the authorised representative)

Name

Designation

Common Seal of the Company
.....

Note: Power of Attorney of the Persons Signing on behalf of the Firm and Bidder is to be furnished by the Bidder and to be attached with this signed Joint Undertaking.

Appendix-B To Annexure-12A

Undertaking from Independent Statutory Auditor

(On letter head digitally signed by a person duly authorized to Sign on behalf of the Statutory

Auditor) Bid Ref. No: DATE:

To,
Chairman, IRPL
IRCON RENEWABLE POWER LIMITED
C-4, DISTRICT CENTRE, SAKET,
NEW DELHI-110017
PHONE:+91-11-26530245;
FAX:+91-11-26854000,26522000
Website: www.ircon.org
E-Mail: solarcell@ircon.org, Mobile No.: 8800692402 Corporate

Identification Number: U40106DL2022GOI392384

Subject: Authentication of veracity of documents submitted by M/s .. in support of meeting the Qualifying Requirements

Ref : IFB/Tender no.
Name of the Package/ Tender:

Dear Sir,

M/s. (hereinafter called Bidder) having Registered office at..... intend to participate in above referred tender of IRPL Ltd. We, M/s has been appointed as Statutory Auditor for the Bidder i.e. M/s..... (Relevant documents on our appointment attached)

The tender condition stipulates that the bidder shall submit supporting Documents pertaining to Technical Qualifying Requirement duly verified and certified by Statutory Auditor.

In this regard, it is hereby confirmed that we have examined the following documents, which are also attached with this letter. The same has been verified from the Original Documents and/ or Client for authenticity.

We hereby confirm that the following documents are found to be genuine and authentic.

1. Doc ref. no. dated (name of Documents)
2. Doc ref. no. dated (name of Documents)
3.

All the aforesaid documents have been duly signed and stamped and/ or digitally signed by us as a certificate of authenticity.

*Further, we have examined the books of accounts, records, and other relevant documents, along with other necessary information and explanations furnished by M/s._____(bidder) and hereby certify following:

.....

This certificate is issued at the request of M/s (Bidder) for the purpose of participating in tender/s.

Thanking you,

** Strike off, whichever is not applicable.*

Undertaking from Third Party Inspection Agency

(on letter head digitally signed by a person duly authorized to Sign on behalf of the TPIA)

Ref.: _____

Date:_____

To,
Chairman, IRPL
IRCON RENEWABLE POWER LIMITED
C-4, DISTRICT CENTRE, SAKET,
NEW DELHI-110017
PHONE:+91-11-26530245;
FAX:+91-11-26854000,26522000
Website: www.ircon.org
E-Mail: solarcell@ircon.org, Mobile No.: 8800692402 Corporate
Identification Number: U40106DL2022GOI392384

Dear Sir,

Subject: Authentication of veracity of documents submitted by M/s... in support of meeting the Qualifying Requirements

Ref: IFB/Tender no.

Name of the Package/ Tender:

M/s. (hereinafter called Bidder) having Registered office atintend to participate in above referred tender of IRPL Ltd.

The tender condition stipulates that the bidder shall submit supporting Documents pertaining to Qualifying Requirement duly verified and certified by a specified independent Third Party Inspection Agency as per the list mentioned in the bidding documents.

In this regard, it is hereby confirmed that we have examined the following documents, which are also attached with this letter. The same has been verified from the Original Documents and / or Client for authenticity.

We hereby confirm that the following documents are found to be genuine and authentic.

1. Doc ref. no. dated (name of Documents)
2. Doc ref. no. dated (name of Documents)
3.

All the aforesaid documents has been digitally signed by us as a certificate of authenticity. We further confirm that we neither have any vested interest in aforesaid tender nor have any conflict of interest in respect of above tender.

This certificate is issued at the request of M/s..... (Bidder) for the purpose of participating in the subject tender/s.

Thanking you,

.....

** Strike off, whichever is not applicable.*

(Financial Data pertaining to Financial Qualification of the Bidder)

A* To satisfy the requirements specified in Clause 5.0 [2.1] (Para 1) of IFB We give below the following details:

In terms of Sub Clause 2.1 of Clause 6.0 of IFB, we confirm that our average annual turnover during the preceding three financial years as on date of Techno-commercial bid opening is not less than **INR _____** (Indian Rupees _____ only). In support of above, we are enclosing Audited Financial Statements.

Sl.No.	Financial Year	Amount in Rupees (in Lakh)
1.	2021 - 2022	
2.	2020 - 2021	
3.	2019 - 2020	
4.	** 2018 - 2019	
5.	Average Annual Turnover for the preceding three (3) Financial Years as on date of Techno-commercial Bid Opening.	
6.	We have enclosed Audited Financial Statements for preceding (3) Three Financial Years	Yes*/No*

** In case where audited results for the last financial year as on the date of Techno-Commercial bid opening are not available, certification of financial statement from a practicing chartered accountant shall also be considered acceptable. In case, Certificate from practicing Chartered Accountant certifying its financial parameters is not submitted, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further a certificate would be required from the CEO/CFO as per the format enclosed (Refer **Appendix-C**) in the bidding documents stating that the financial results of the company are under audit as on the date of Techno-commercial bid opening and the certificate from the practicing Chartered Accountant certifying the financial parameters is not available.

* **Please Strike off whichever is not applicable.**

B.* For bidders not meeting the requirement of Clause 5.0 [2.1] (Para 1) of IFB on its own:

Since we do not satisfy the Financial Criteria stipulated at Clause 5.0 [Sub Clause 2.1] (Para 1) of IFB, on our Own, we give below the following details of our **Holding Company in terms of Sub Clause 2.1 (Para 2) of Clause 5.0 of IFB** who meet the stipulated turnover requirements of IFB Clause 5.0 [Sub Clause 2.1 (Para 1)] of IFB and whose Net worth as on the last day of the preceding financial year is at least equal to or more than the paid up share capital of the Holding Company.

1. Name and Address of the Holding Company:

2. Annual Turnover of the Holding Company with following details:

Sl.No.	Financial Year	Amount in Rupees (in Lakh)
1.	2021 - 2022	
2.	2020 - 2021	
3.	2019 - 2020	
4.	Average Annual Turnover of the Holding Company for the preceding three (3) Financial Years as on date of Techno-Commercial Bid Opening.	

5. We have enclosed Audited Financial Statements for the last 3 financial years of the Holding Company Yes*/No*

6. A Letter of Undertaking from the Holding Company, supported by Board Resolution, pledging unconditional and irrevocable financial support for execution of the contract by the bidder in case of award is enclosed as per the format at **Appendix-B** to this Annexure-12B. A power of attorney of the person signing on behalf of holding company is also enclosed at Annexure..... to this Annexure-12B.

*** Please Strike off whichever is not applicable.**

Date : (Printed Name).....
Place : (Designation).....

(Financial Data pertaining to Financial Qualification of the Bidder as per Clause 5.0[Sub-Clause 2.2] of IFB)

Bidder's Name & Address :

To
 Chairman, IRPL
 IRCON RENEWABLE POWER LIMITED
 C-4, DISTRICT CENTRE, SAKET,
 NEW DELHI-110017
 PHONE:+91-11-26530245;
 FAX:+91-11-26854000,26522000
 Website: www.ircon.org
 E-Mail: solarcell@ircon.org, Mobile No.:
 8800692402 Corporate

Identification Number: U40106DL2022GOI392384

Dear Sirs,

A)* To satisfy the requirements specified at Clause 5.0[Sub-Clause 2.2] of IFB, We give below the following details:

We hereby confirm that net worth of our company as on the last day of the preceding financial year is not less than 100% of its paid-up share capital.

The Details are as under:

Sl. No.	Description	As on last day of the preceding financial year (in INR Lakhs)
1.	Paid-up Share Capital
2.	Net Worth
3.	%age of Net worth to Paid-up Share Capital
4.	Documentary evidence like Annual Report/ Audited financial statements for the last preceding Financial year/ in case Audited results for the last preceding three (3) Financial Years are not available, certification of financial statements from a practicing Chartered Accountant etc. in support of above is enclosed at Annexure to this Annexure-12B.
5.	Since we are not able to furnish our audited financial statements on stand alone entity basis, we are submitting the following Documents for substantiation of our Qualification:	

Sl. No.	Description	As on last day of the preceding financial year
---------	-------------	--

- a) Copies of unaudited unconsolidated financial statements of the bidder alongwith copies of the audited consolidated financial statements of the Holding Company for the last 3 Financial years enclosed at Annexure.....to this Annexure-12B.
- b) Certificate from the CEO/CFO of the Holding company stating that the unaudited unconsolidated financial statements form part of the consolidated Annual Report of the company, is enclosed as per the format at **Appendix-A** to this Annexure-12B.

In case where audited results for the last financial year as on the date of Techno-Commercial bid opening are not available, certification of financial statement from a practicing chartered accountant shall also be considered acceptable. In case, Certificate from practicing Chartered Accountant certifying its financial parameters is not submitted, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further a certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the financial results of the company are under audit as on the date of Techno-commercial bid opening and the certificate from the practicing Chartered Accountant certifying the financial parameters is not available.

B.* For bidders not meeting the requirement of Sub Clause 2.2 of Clause 5.0 of IFB on its own:

Since we do not satisfy the Financial Criteria stipulated at Sub Clause 2.2 of IFB Clause No. 5.0, on our Own, we meet the requirement of net worth based on the strength of our *Subsidiary(ies) and/or *Holding Company and/or *Subsidiaries of its Holding companies, and the Net worth of the Bidder and its *Subsidiary(ies) and/or Holding Company and/or *Subsidiary(ies) of the Holding Company, in combined manner is not be less than 100% of their total paid up share capital and individually, their Net worth is not less than 75% of their respective paid up share capitals

***Strike of whichever is not applicable.**

Net worth Details of the *Subsidiary(ies) and/or *Holding Company and/or *Subsidiaries of its Holding companies:

Sl. No.	Description	As on last day of the preceding financial year (in INR Lakhs)
1.	Paid-up Share Capital of the Subsidiary(ies) and/or* Holding Company and/or *Subsidiary(ies) of the Holding Company	
2.	Net Worth of the Subsidiary(ies) and/or* Holding Company and/or *Subsidiary(ies) of the Holding Company	
3.	%age of Net worth to Paid-up Share	

Capital of the holding company of Subsidiary(ies) and/or* Holding Company and/or *Subsidiary(ies) of the Holding Company.

4. Documentary evidence like Annual Report/Audited financial statements for the last preceding financial year / in case Audited results for the last preceding three (3) Financial Years are not available, certification of financial statements from a practicing Chartered Accountant etc. in respect of Subsidiary(ies) and/or* Holding Company and/or *Subsidiary(ies) of the Holding Company in support of above is enclosed at Annexure to this Annexure-12B.
5. A Letter of Undertaking from the Subsidiary(ies) and/or* Holding Company and/or *Subsidiary(ies) of the Holding Company, supported by Board Resolution, pledging unconditional and irrevocable financial support for execution of the contract by the bidder in case of award is enclosed as per the format at **Appendix-B** to this Annexure-12B. A power of attorney of the person signing on behalf of holding company is also enclosed at Annexure..... to this Annexure-12B.

Date : (Printed Name)

Place : (Designation).....

Note : * Please Strike off whichever is not applicable.

- a. *Net worth means the sum total of the paid up share capital and free reserves. Free reserves means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.*
- b. *Other income shall not be considered for arriving at annual turnover.*
- c. *“Holding Company” and “Subsidiary” shall have the meaning ascribed to them as per Companies Act of India.*
- d. *For Turnover indicated in foreign currency, the exchange rate as on seven (7) days prior to the date of techno-commercial bid opening shall be used.*

Appendix-A to Annexure-12B

PROFORMA OF CERTIFICATE FROM THE CEO/CFO OF THE HOLDING COMPANY IN ACCORDANCE WITH CLAUSE NO. 5.0(2.3) OF IFB

(To be submitted by Bidder along with the Techno-Commercial Bid with QR

Documents) Ref. : Date:

To
Chairman, IRPL
IRCON RENEWABLE POWER LIMITED
C-4, DISTRICT CENTRE, SAKET,
NEW DELHI-110017
PHONE:+91-11-26530245;
FAX:+91-11-26854000,26522000
Website: www.ircon.org
E-Mail: solarcell@ircon.org, Mobile No.: 8800692402 Corporate

Identification Number: U40106DL2022GOI392384

Dear Sirs,

- 1.0** I, Mr (CEO of the Company / CFO of the Company)* declare that M/s. (Name of the Holding Company) is the Holding Company of M/s. (Name of the Bidder).
- 2.0** I hereby confirm and undertake that the unaudited unconsolidated financial statements submitted in respect of the bidder as part of the bid reference no.....dated have been considered for the purposes of the finalisation of Consolidated Financial Statements of the Holding Company as part of the Annual Reports.
- 3.0** I further, certify that the figures in the unaudited unconsolidated financial statements are true and correct and same have been duly reflected in the audited consolidated financial statements and / or Annual Report of the Holding Company.

Yours faithfully

(Signature)

Date : (Name & Designation).....

Place : (Name of the Holding Company)

(Seal of Holding Company)

Note : *Strike off whichever is not applicable.

PROFORMA OF LETTER OF UNDERTAKING

(To be submitted by Bidder along with the Techno-commercial Bid with QR Documents)

(TO BE FURNISHED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

(To be executed by the Holding Company Supported by Board Resolution and submitted by the Bidder along with the Techno-Commercial Bid, Applicable to the Bidder for meeting the stipulated Financial Qualifying Requirement as per Clause 5.0 (2.1(Para 2) of IFB)

Ref. :

Date :

To

Chairman, IRPL

IRCON RENEWABLE POWER LIMITED

C-4, DISTRICT CENTRE, SAKET,

NEW DELHI-110017

PHONE:+91-11-26530245;

FAX:+91-11-26854000,26522000

Website: www.ircon.org

E-Mail: solarcell@ircon.org, Mobile No.: 8800692402 Corporate

Identification Number: U40106DL2022GOI392384

Dear Sirs,

1.0 We, M/s..... declare that we are the holding company of M/s (Name of the Bidder) and have controlling interest therein.

M/s (Name of the Bidder) proposes to submit the bid for the package (Name of the package) for (Name of the Project) under bid reference no. dated and have sought financial strength and support from us for meeting the stipulated Financial Qualifying Requirement as per Clause No. 5.0 (2.1) (Para 2) of IFB.

2.0 We hereby undertake that we hereby pledge our unconditional & irrevocable financial support for the execution of the said package to M/s. (Name of the Bidder), in case they are awarded the Contract for the said package, at the end of the bidding process. We further agree that this undertaking shall be without prejudice to the various liabilities that M/s (Name of Bidder) would be required to undertake in terms of the Contract including the Performance Security as well as other obligations of the Bidder/ Supplier .

3.0 This undertaking is irrevocable and unconditional, and shall remain in force till the successful execution and performance of the entire contract and/or till it is discharged by OWNER.

4.0 We are herewith enclosing a copy of the Board Resolution in support of this undertaking.

Yours faithfully

(Signature of Authorised Signatory
on behalf of the Holding Company)

Witness :

(1) (Name & Designation).....

(Name of the Holding Company).....

(2) (Seal of the Holding Company).....

Date:

Place:

Proforma of Certificate from the CEO/CFO Of the company in accordance with Financial requirement criteria in cases where audited results for the last financial year as on the date of Techno-commercial bid opening are not available

(To be submitted by Bidder along with the Techno-commercial Bid with QR Documents)

Ref :
To
Chairman, IRPL
IRCON RENEWABLE POWER LIMITED
C-4, DISTRICT CENTRE, SAKET,
NEW DELHI-110017
PHONE:+91-11-26530245;
FAX:+91-11-26854000,26522000
Website: www.ircon.org
E-Mail: solarcell@ircon.org, Mobile No.: 8800692402 Corporate
Identification Number: U40106DL2022GOI392384

Date :

Dear Sir,

- 1.0 I, Mr./Ms. (*CEO of the Company/*CFO of the Company), confirm and undertake that the Financial results of the Company are under audit as on the date of Techno-commercial bid opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.
- 2.0 Accordingly, the company is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial parameters for the last financial year and the audited results of the three consecutive financial years preceding the last financial year have been considered for meeting the financial parameters in the bid submitted by M/s (Name of the Bidder) for the(Name of the package) under NIT reference No. Dated

Yours faithfully,

Signature

Name & Designation

Name of the Company

(Seal of Company).....

Note : *Strike off whichever is not applicable.

INTEGRITY PACT

General

This Agreement (hereinafter called the Integrity Pact) is made on -----day of the month of-----
----- 2022..., between Ircon Renewable Power Limited (hereinafter called "IRPL"), a subsidiary of
Ircon International Limited (A Govt. of India Undertaking under the Ministry of Railways), and M/s -----
----- (hereinafter called the "BIDDER")Description of
Bidder.

The expressions "IRPL" and "BIDDER" shall mean and include their respective legal representatives,
successors in interest, and assigns and shall collectively be referred to as "the Parties" and individually
as "the Party".

WHEREAS IRPL intends to award, under laid down organizational procedures, contract(s) for
.....(Name of the Tender/Work) (hereinafter referred to
as the 'Contract').

WHEREAS IRPL necessarily requires full compliance with all relevant laws of the land, rules, and
regulations, economic use of resources, and fairness/transparency in relations with its Bidder(s) and/or
Supplier (s).

WHEREAS In order to achieve these goals, IRPL / IRCON has appointed Independent External
Monitors (IEMs), as detailed in Para 6 of this Pact, to monitor the entire tender process till the final
completion of the contract for compliance with the Integrity Pact by all the parties concerned for all
works covered in the Contract.

NOW, THEREFORE,

To Avoid all forms of corruption by following a system that is fair, transparent, and free from any
influence/prejudiced dealings prior to, during, and subsequent to the currency of the contract to be
entered into;

To Enable IRPL to obtain the desired works/stores/equipment at a competitive price in conformity with
defined specifications by avoiding high cost and distortionary impact of corruption on public
procurement, and

To Enable BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the
contract by providing assurance to them that IRPL will commit to prevent corruption, in any form, by
its officials by following transparent procedures.

THE PARTIES HERETO HEREBY AGREE TO ENTER INTO THIS INTEGRITY PACT AND AGREE AS FOLLOWS:

1. Scope

The Integrity Pact, in respect of the said contract, would be operative from the stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the BIDDERS and exclusion from future business dealings as specified in this Integrity Pact.

2. Commitments of IRPL

- 2.1 No official of IRPL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, any benefit, or any other advantage from the BIDDER, either for themselves or for any person, organization, or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting, or implementation process related to the contract.
- 2.2 IRPL will, during the entire tender process stage, treat all BIDDERS with equity and reason. It will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 2.3 IRPL shall obtain bids from only those party/parties who have been short-listed or pre-qualified or through a process of open advertisement / web publishing or any combination thereof.
- 2.4 In case any misconduct on the part of any official(s) of IRPL is reported by the BIDDER to the Chairman & Managing Director of IRPL with full and verifiable facts and the same is prima facie found to be correct by the Chairman & Managing Director of IRPL, necessary disciplinary proceedings, or any other action as deemed fit, may be initiated by IRPL and such a person shall be removed from further dealings related to the subject contract process. In such situations of misconduct, while an enquiry may stand initiated or may be going on, the progress of bidding, execution, etc. under the contract shall not be stalled.

3. Commitments of BIDDERS

- 3.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means, and illegal activities during any stage of bid including pre-contract, contract, or post-contract stage. In particular the BIDDER undertakes to abide by the measures given in the following paragraphs.
- 3.2 The BIDDER will not offer, directly or through intermediaries, any bribe, benefit, or any other advantage like commission, fees, brokerage or inducement to any official of IRPL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting, and implementation of the contract.
- 3.3 The BIDDER has not given, offered, or promised to give, directly or indirectly, any bribe or any benefit or other advantage like commission, fees, brokerage, or inducement to any official of IRPL or their family members or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract.
- 3.4 The BIDDER will disclose the name and address of its agents and representatives, if any, in India and/or abroad.
- 3.5 The BIDDER will disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.6 The BIDDER further confirms and declares to IRPL that the BIDDER has not engaged any individual or firm or company, whether Indian or foreign, to intercede, facilitate, or in any way to recommend to IRPL or any of its functionaries, whether officially or unofficially, award of the contract to the BIDDER, nor

has any amount been paid, promised, or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation, or recommendation.

- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the competition, transparency, fairness, and progress of the bidding process, bid evaluation, contracting, and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.
- 3.9 The BIDDER will not use for purposes of competition or personal gain, or pass on to others, any information provided by IRPL as part of the business relationship, regarding plans, technical proposals, and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from making any complaint, directly or through any other manner, without supporting it with full and verifiable facts. If the BIDDER submits frivolous or false complaint(s), it will be liable to attract sanctions as mentioned in Para 5 of this Pact.
- 3.11 The BIDDER will not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of IRPL, or alternatively, if any relative of an officer of IRPL has financial interest/stake in the BIDDER's firm, the same will be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956 or any amendment thereto (**Annexure-A**).

- 3.13 The BIDDER will not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of IRPL.
- 3.14 **All disclosures required under this Pact shall be included as Annexures/Appendices thereto as an integral part of this Pact.**
- 3.15 If the BIDDER/ Supplier is a partnership or a consortium, this Pact will be signed by all partners or consortium members.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression has occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract and, if already awarded, can be liable to attract sanctions under this Pact.

5. Sanctions for Violations

- 5.1 Any breach of the provisions of this Pact by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle IRPL to take all or any one of the following actions, wherever required:-
- 5.1.1 To disqualify the BIDDER in pre-award stage without assigning any reason and without any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue.

- 5.1.2 To take such actions/steps as per provisions made in the tender documents/contract, if contract already signed, without giving any compensation to the BIDDER.
- 5.1.3 To debar the BIDDER from participating in future bidding processes as per IRPL / IRCON's policy on "Suspension/Banning of Business Dealings" with Agencies" (**Annexure-B**).
- 5.1.4 To forfeit, either fully or partially, the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), without assigning any reason therefor.
- 5.2 IRPL will also be entitled to take all or any of the actions mentioned under this Para 5 in the event of commission by the BIDDER, or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.
- 5.3 The decision of IRPL to the effect that a breach of any provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER.
- 5.4 The BIDDER shall be liable to pay compensation for any loss or damage to IRPL in the event of any action under this Para 5 and IRPL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

6. Independent External Monitors (IEMs)

- 6.1 IRCON has appointed Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission Names and Addresses of the IEMs are given below:
 - 6.1.1 1) Dr. T.M. Bhasin
Independent External Monitor (IEM)
Former Vigilance Officer CVC
331, Bhera Enclave,
Opp. Radisson Blue Hotel,
Paschim Vihar, New Delhi-110087
E-mail: iem.reference@ircon.org
 - 2) Shri Bimal Julka
Independent External Monitor (IEM)
IAS (Retd) D-419, Defence Colony,
New Delhi-110024
E-mail: iem.reference@ircon.org
- 6.2 The task of IEMs shall be to review independently and objectively whether, and to what extent, the Parties comply with the obligations under this Pact.
- 6.3 The IEMs shall not be subject to instructions by the representatives of the Parties and perform their functions neutrally and independently.
- 6.4 Both the Parties accept that the IEMs would have a right to access, without restriction, to all Project documentation of IRPL and the BIDDER upon request and demonstration of a valid interest by the IEMs. The same is also applicable to sub-contractors of the BIDDER. The IEMs shall be under contractual obligation to treat the information and documents of all the parties with confidentiality.
- 6.5 In case of non-compliance of the provisions of the Integrity Pact, any complaint/non-compliance can be sent by an aggrieved party, giving specific details of non-compliance with supporting documents, to the designated Nodal Officer of IRPL appointed by the CMD. The Nodal Officer, after verification of the complaint, shall refer the complaint/non-compliance so received by him to the aforesaid IEM(s). Alternatively, as soon as the IEM notices a violation of this Pact, or has reason to believe that a violation has occurred, or had received a complaint, he will so inform the CMD of IRPL in the first instance.
- 6.6 The IEMs would then examine all complaints, other than anonymous/pseudonymous complaints,

received by them and give their written report to the CMD of IRPL within 6 weeks from the date of reference or intimation to him by IRPL/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

7. Law and Place of Jurisdiction

This Pact shall be applicable to all tenders invited and finalized in India. This Agreement is subject to Indian Law and the place and jurisdiction for resolving any issue shall be New Delhi.

8. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

9. Validity

9.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both IRPL and the BIDDER including Defect Liability/Warranty period, whichever is later. In case BIDDER(s) is (are) unsuccessful, this Integrity Pact shall cease to be valid on the expiry of two months from the date of award of the contract.

9.2 Should any provision of this Pact turn out to be invalid, the remaining parts of this Pact shall remain unaffected which shall be honored and implemented by the Parties in its intent and spirit.

10. The Parties hereby sign this Integrity Pact at -----on-----

(Full name & Registered Office address)

For and on Behalf of

For and on Behalf of

BIDDER (Full name of Bidder & regd. address)

Name of the Authorized Officer.

Name of the Authorized Officer

Designation

Designation

(SEAL)

(SEAL)

Witness

Witness

1. _____

1. _____

2. _____

2. _____

LIST OF RELATIVES

Section 2(77) of the Companies Act, 2013

[Effective from 1st April, 2014]

"Relative", with reference to any person, means anyone who is related to another, if

- (i) they are members of a Hindu Undivided Family;
- (ii) they are husband and wife; or
- (iii) one person is related to the other in such manner as may be prescribed;

List of Relatives in terms of Section 2 (77) [as prescribed under Rule 4 of Companies (Specification of Definitions Details) Rules, 2014]

A person shall be deemed to be the relative of another, if he or she is related to another in the following manner, namely:-

1.Father:

Provided that the term "Father" includes step-father.

2.Mother:

Provided that the term "Mother" includes the step-mother.

3.Son:

Provided that the term "Son" includes the step-son.

4.Son's wife.

5.Daughter.

6. Daughter's husband.

7. Brother:

Provided that the term "Brother" includes the step-brother;

8.Sister:

Provided that the term "Sister" includes the step-sister.

Procedure for Suspension/Banning of Business Dealings with agencies in IRCON

(Issue No.:01 Date: 10.06.2013)

IRCON RENEWABLE POWER LIMITED
C-4, DISTRICT CENTRE, SAKET,
NEW DELHI-110017
PHONE:+91-11-26530245; FAX:+91-11-26854000,26522000
Web: www.ircon.org
CIN-U40106DL2022GOI392384

PROCEDURE FOR SUSPENSION/BANNING OF BUSINESS DEALINGS
CONTENTS

S. No.	Description
1.	Introduction
2.	Scope
3.	Definitions
4.	Grounds on which Suspension/Banning of Business Dealings can be initiated
5.	Initiation of Suspension/Banning
6.	Appeal against the Decision of the Competent Authority

1 Introduction

- 1.1 IRPL is a subsidiary of IRCON which is a specialized construction organization covering the entire spectrum of construction activities and service in the infrastructure sector, especially Railways. The primary objective of IRPL is timely and efficient execution of projects assigned to it and at the same time ensuring the quality thereof. As a commercial organization IRPL is expected to adopt ethics of highest standards and a very high degree of integrity, commitment and sincerity towards the work undertaken. Accordingly, it is not in the interest of IRPL to deal with such Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded/orders issued to them. Appropriate action needs to be taken against them in accordance with the procedure prescribed herein.
- 1.2 This procedure shall be applicable for effecting suspension/banning of business dealings with Agencies working for IRPL. It is incumbent upon IRPL to ensure compliance with the laws and principles of natural justice for banning the business dealings with any Agency. After issue of the Ban order for dealings in IRPL the Management may consider whether or not to refer the matter to the Indian Railways to consider imposition of similar ban by Indian Railways.
- 1.3 Since banning of business dealings involves severe consequences for the Agency concerned, it is essential that an adequate opportunity is provided to the Agency to present its case and any explanation, if tendered, is properly considered. If necessary, a personal hearing may be given to the Agency, before passing an order of banning based on the facts and circumstances of the case on record.

2 Scope

- 2.1 The procedure for (i) Suspension and (ii) Banning of Business Dealings with Agencies, is laid down in these guidelines.
- 2.2 It is clarified that these guidelines do not cover the process for declaring an Agency as "Non Performer" for which instructions have been issued separately.
- 2.3 The suspension / banning shall be with prospective effect, i.e., it will affect future business dealings only.
- 2.4 These guidelines shall apply to all the Projects/Regional Offices of IRPL.

3 Definitions

3.1 In these guidelines unless the context otherwise requires:

- i) 'Agency' means a 'Bidder/Contractor/Supplier/Consultant'
- ii) 'Competent Authority' and 'Appellate Authority' shall mean the following:
- a) 'Competent Authority' shall be the concerned Director of IRPL and
- b) 'Appellate Authority' shall be CMD, IRCON

Note: 'Competent Authority' and 'Appellate Authority' shall not be the same

- i) 'Investigating Agency' shall include Central Vigilance Commission (CVC), the Vigilance Departments of IRCON/Ministry of Railways, Central Bureau of Investigation, or any Central/State Government Department having powers to investigate into the propriety of working of the Agency for IRPL/IRCON.
- ii) Other Terms used in this Circular shall have the same meaning as assigned to them in Clause 1102 of Chapter-XI of Vigilance Manual of Indian Railways.

4 Grounds on which Suspension/Banning of Business Dealings can be initiated:

- 4.1 For security considerations, including suspected disloyalty of the Agency to the State or IRPL, as the case warrants;
- 4.2 If any Director/Owner/Proprietor or partner of the Agency, is convicted by a Court of Law for an offence involving moral turpitude in relation to its business dealings with IRPL, any Government Department/ Ministry or any other Public Sector Enterprise.
- 4.3 If there is strong justification for believing that any Director, Proprietor, Partner, owner of the Agency has been guilty of malpractices, such as bribery, corruption, fraud, substitution of tenders, interpolations, etc.
- 4.4 If the Agency engages a public servant dismissed/removed from service on account of corruption or employs a person convicted for an offence involving corruption, moral turpitude or abetment of such offence; in a position where he could corrupt government servants.
- 4.5 If the Agency has resorted to corrupt, fraudulent malpractices including misrepresentation of facts;
- 4.6 If the Agency uses intimidation/threats or brings outside pressure on the Company (IRPL) or/on its officials in acceptance of Tender or performance of the job under the contract;
- 4.7 Based on the findings of the investigation report of the Investigating Department against the Agency that it has resorted to mala-fide/ unlawful acts or improper conduct on its part in matters relating to IRPL, any Government Ministry/Department or any other PSU;
- 4.8 If the Agency has submitted a false or wrong Affidavit along with its bid with regard to the credentials of the firm or misrepresented/manipulated the facts in regard to or in connection with any bid submitted to IRPL.
- 4.9 Established litigant nature of the Agency to derive undue or benefit.
- 4.10 If the Agency misuses the premises or facilities of the IRPL, forcefully occupies or damages the IRPL's properties including land, water, resources, forests/ trees or tampers with documents/ records etc.
- 4.11 If the business dealings with the agency have been banned by the Ministry of Railways.

(Note: The above grounds are illustrative only and not exhaustive. The Competent Authority may decide to suspend/ban business dealings for any other reasonable cause and sufficient reason)

5 Initiation of Suspension/Banning:

5.1 Suspension of Business dealing

- 5.1.1 Action for suspension may be initiated by the concerned Director/IRPL on receipt of a report from the Project head/Functional head/ Investigating Department and if it is considered that allegations are of a serious nature, which may warrant banning of business dealings with the Agency. The report should also bring out whether pending banning of business proceedings it would be in the interest of IRPL to enter into fresh business dealings with the Agency or order immediate suspension of further business dealings with the Agency. The Director shall submit his report to the Competent Authority.
- 5.1.2 As far as possible, the existing contract(s) with the Agency may be continued unless the Competent Authority, having regard to the circumstances of the case decides otherwise in the interest of IRPL.
- 5.1.3 If the Competent Authority, after consideration of the matter, including the recommendations of the Investigating Department/report of the Director, decides that it would not be in the interest of IRPL to enter into business dealings with the Agency pending investigations, he may order suspension of business dealings with the Agency.
- 5.1.4 The Investigating Department may be advised to complete their investigations and submit a final report within a period of three months.
- 5.1.5 The order of suspension of business dealings would not remain effective for a period beyond three months from

the date of the issue of the suspension order unless show cause notice for banning of business is issued to the Agency within this period. However, if the final investigation report is not received within this period, the Competent Authority may extend the period of suspension by another three months, during which period the show cause notice must be issued. Once the show cause notice is issued the suspension order will continue till decision by Competent Authority.

5.1.6 In case of suspension the Agency must be informed immediately of the suspension order with brief charges under investigation. It is not necessary to enter into correspondence with or offer explanations to the Agency at this stage.

5.1.7 The order of suspension can be issued without giving any show cause notice or personal hearing to the Agency. However, the suspension cannot be continued for an indefinite period, unless a show-cause notice for banning of business is issued within 6 (six) months, the period of suspension will either be extended or the suspension shall be revoked.

5.2 Banning of Business Dealings

5.2.1 A decision to ban business dealings with any Agency shall normally apply throughout IRPL. However, the Competent Authority can impose such a ban project/region wise only if in the particular case banning of business dealings in respective project/region will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct/ default. Any ban imposed by Corporate Office shall be applicable across all Units of IRPL.

5.2.2 An Investigating committee consisting of Director concerned, Director/Finance and a Director nominated by Competent Authority shall look into the charge(s) against the agency. The functions of the committee shall, inter-alia include:

- i. To study the report of the project head/Functional head / Investigation agency and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
- ii. To recommend for issue of show-cause notice to the Agency by the competent authority as per clause 5.2.3.
- iii. To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- iv. To submit final recommendations to the Competent Authority for banning or otherwise.

5.2.3 On receipt of the report of the Investigating Committee if the Competent Authority is prima-facie of the view that action for banning of business dealings with the Agency is called for, a show-cause notice may be issued to the Agency after approval by the Competent Authority.

5.2.4 The show cause notice, duly approved by the Competent Authority, may be issued by Regd. A.D./Speed Post by concerned Director in charge of the project along with a statement containing the imputation of misconduct or malpractice and the Agency should be asked to submit its written explanation or statement in defence within 30 days of the date of notice. If no reply is received, a decision may be taken ex-parte by the Investigating Committee based on facts and evidence on record.

5.2.5 If the Agency requests for inspection of any relevant document mentioned in the show cause notice in possession of IRPL, the facility for inspection of such documents may be provided.

5.2.6 After considering the reply of the Agency and other circumstances and the recommendation of the investigating committee, a final decision shall be taken by the Competent Authority, if considered necessary after giving an opportunity for personal hearing to the Agency. The Competent Authority may then consider and pass an appropriate speaking order:

- a) exonerating the Agency, if the charges are not established;
- b) banning the business dealings with the Agency along with the period for which the ban would be operative, if the charges are proved.
- c) whether or not to refer the matter to the Indian Railways to consider imposition of similar ban by Indian Railways.

5.2.7 The order for banning of business dealings by all units of IRPL shall be applicable to the Agency including its

allied firms as defined in Para 1102 of IR Vigilance Manual.

5.2.8 Decision of Competent Authority will be intimated to the concerned Director, who will convey the same to the delinquent Agency and its allied firms and circulate it to the corporate office and all Project head/ Functional head for applying these orders uniformly in IRPL. The reasons may not be disclosed in such communications. However, the fact that the representation has been considered should invariably be mentioned in the communication.

5.2.9 The validity of the banning order shall be for a specified time period, on expiry of which, the banning order shall cease to operate, unless extended further by competent authority.

6.0 Appeal against the Decision of the Competent Authority:

6.1 The Agency may file an appeal against the order of the Competent Authority for suspension continuing beyond six months or order of banning business dealings with the Agency. The appeal shall lie with the Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning of business dealings or order of continuance of suspension order beyond six months.

6.2 Appellate Authority shall consider the appeal and pass an appropriate order which shall be communicated to the Agency as well as the Competent Authority

If the decision of the Competent Authority is modified by the Appellate Authority the same will be intimated by concerned Director to the delinquent agency and its allied firm and circulate it with advice to all Project Heads and Corporate Office of IRPL. This procedure order is issued with the approval of CMD/IRCON.

P.S.: Where Director is not dealing with the case of a particular contract(or), the same action may be taken by the Coordinating GM or any other officer made in-charge for the work.

SUPPLIER CODE OF CONDUCT

This Supplier Code of Conduct is applicable to all 'Suppliers' globally. 'Supplier' here refers to suppliers / service providers / traders / agents / consultants / contractors / joint venture partners / third parties including their employees, agents and other representatives, who have a business relationship with and provide, sell, seek to sell, any kinds of goods or services to IRCON Renewable Power Limited or any of its subsidiaries, affiliates, divisions ("IRPL") or "Company").

This Supplier Code of Conduct sets forth the requirements that IRPL asks its Suppliers to respect and adhere to when conducting business with or on behalf of IRPL. This Supplier Code of Conduct embodies IRPL's commitment to internationally recognized standards and applicable statutory requirements concerning (including but not limited to), Anti-Bribery, Anti-Corruption, Environment Protection, Minimum Wages, Child Labour, Health and Safety, The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 and rules framed thereunder whichever requirements impose the highest standards of conduct.

We _____, ("Supplier") having its office at _____, affirm that we have read and understood the IRPL Supplier Code of Conduct below. We agree that we shall, in connection with performance of the Services, comply with the ethical principles contained in this Supplier Code of Conduct.

1. BUSINESS INTEGRITY

Anti-Bribery and Corruption

1.1 _____ ("Supplier") and its officers, directors, agents or employees shall comply with all applicable laws for prevention of corruption and bribery, including the Prevention of Corruption Act, 1988. Without limiting the generality of the forgoing, in relation to the Supplier's performance of this Agreement, Supplier represents, warrants and undertakes that: (a) it has neither offered, promised or given nor will offer, promise or give a financial or other advantage directly or indirectly to any other person intending to induce them for improper performance of a relevant function or activity; (b) it has not directly or indirectly accepted or received and will not accept or receive a financial or other advantage offered or paid to the Supplier or any person on its behalf or in lieu of it, intending that there be improper performance of a relevant function or activity by the Supplier; (c) it has not knowingly or recklessly offered, promised or paid, and will not knowingly or recklessly offer, promise or pay any fee or any other thing of value or advantage to any Government Official directly or indirectly, with the intention of influencing any act or decision of such Government Official in his or her official capacity to direct business to any of the parties to this Agreement or other third parties.

1.2 Supplier shall ensure that each of its personnel and any other permitted third-party agent, representative or subcontractors utilized by it in connection with the performance of its obligations under this Agreement and their personnel, complies with the above-mentioned stipulations and any

other obligations relating to anti-bribery and corruption as set out in these Requirements. To the extent IRPL is obliged to comply with or adhere to the principles of the Prevention of Corruption Act, 1988, the UK Bribery Act, 2010 and any other applicable anti-bribery or corruption laws, the Supplier shall ensure it understands the relevant requirements and shall not do or omit to do anything that may result in IRPL being in breach of any such law or their principles.

- 1.3 Supplier shall ensure that each of its personnel and any other permitted third party agent, representative or subcontractors utilized by it and their personnel shall not make any facilitation payments or bribes or “kickbacks” of any kind, whether directly or indirectly, to any IRPL employees or Government Officials or any other person in connection with the performance of its obligations under this Agreement.
- 1.4 Supplier shall not take any improper advantage of any family/ social/ political connections to obtain favourable treatment or for the advancement of business or obtaining any favours in dealings.
- 1.5 “Government Official or Public Officials” means any officer or employee of any government or any governmental department or agency, public sector undertakings or any person acting in an official capacity for or on behalf of any such government or governmental department or agency, including public or private bank officials.
- 1.6 “Requirements” means the anti-bribery and corruption requirements set out in this document.
- 1.7 “Supplier” means the Supplier who has under this Agreement agreed to supply to IRPL the goods and services to which this Agreement relates.
- 1.8 Notwithstanding anything to the contrary stated elsewhere in this Agreement, IRPL shall have the right to terminate this Agreement in the event IRPL reasonably believes that the Supplier is in breach of its obligations relating to anti-bribery and corruption.
- 1.9 Supplier shall maintain necessary records of business and financial transactions relating to its performance of this Agreement. Supplier shall immediately inform IRPL of any actual or suspected violation of any Requirements and shall cooperate with IRPL in any investigation into any such violations.
- 1.10 IRPL and/or its authorized representatives may from time to time review the Supplier’s compliance with the Requirements. The Supplier shall cooperate with such reviews, including by way of promptly providing all documentation and other information as may be reasonably requested by IRPL or its authorized representatives.

Relationship with IRPL employees

- 1.11 Supplier shall not enter into a financial or any other dealings with any IRPL employee that creates any actual or potential conflict of interest for IRPL. The Supplier is expected to report to IRPL any

situation where an employee may have an interest of any kind in the Supplier's business or demanded or received any kind of economic ties with the Supplier.

- 1.12 The Supplier shall not offer any gift, hospitality or entertainment to any IRPL employee for the purpose of obtaining any advantage, order or undue favour.

2. UNFAIR TRADE PRACTICES

- 2.1 Supplier shall not knowingly indulge in any unfair, anti-competitive or restrictive trade practices.

3. HEALTH, SAFETY & ENVIRONMENTAL SUSTAINABILITY

- 3.1 Supplier shall provide its employees with a safe and healthy working environment and comply with all applicable laws and regulations regarding working conditions.
- 3.2 Supplier shall follow all Environmental, Health and Safety and other operational policies of the Company while executing any work or contract at the Company site.
- 3.3 Supplier shall follow all laws of the land including laws on Environment sustainability and protection while executing any work for the Company.

4. REPORTING OF UNETHICAL PRACTICES AND GRIEVANCE ADDRESSAL MECHANISM

- 4.1 The Supplier shall ensure that an effective grievance procedure has been established to ensure that any worker/ employee, acting individually or with other workers, can submit a grievance without suffering any retaliation of any kind.
- 4.2 Suppliers shall also forthwith report any unethical activity or discrimination if practiced by any IRPL employee/other Suppliers as per IRPL's Whistle-Blower policy (the Supplier can request for a copy of this policy).

5. INTELLECTUAL PROPERTY

- 5.1 The Supplier shall take appropriate steps to safeguard and not infringe any of IRPL's intellectual property/ technology which come to its knowledge during the course of its business relationship/ dealings with the Company.

6. THIRD PARTY REPRESENTATION

- 6.1 The Supplier is not authorized to represent the Company or to use the Company's brands without the written permission of the Company. The Supplier and its employees who are authorized to represent the Company are expected to abide by the Company's Code of Conduct in their interaction with, and on behalf of the Company including maintaining the confidentiality of information shared with them.

The Supplier shall not act on behalf of IRPL or have interactions with Government Officials on IRPL's behalf as its agent, representative, or otherwise, except to the extent necessary for the Supplier to provide services under its Agreement with IRPL in which case, the Supplier shall (a) provide services consistent with the services requested; and (b) comply with all other Requirements.

7. SUPPLIER'S COMPLIANCE COMMITMENT

- 7.1 The Company expects the Supplier to adhere to all applicable laws and regulations and to comply with this Supplier Code of Conduct. It is the Supplier's responsibility to read and understand the contents of this Supplier Code of Conduct and the Company's Code of Conduct. As a condition of doing business with IRPL, the Supplier must comply with this Supplier Code of Conduct and agree to uphold such values during its business association with the Company.
- 7.2 The Supplier shall maintain all necessary documentation to demonstrate compliance with the principles of this Code and in the event the Company reasonably believes that the Supplier is in breach of its obligations under this Code, Supplier shall allow access to the Company to check compliance upon request with reasonable notice.
- 7.3 The Supplier shall notify the Company regarding any known or suspected improper behaviour by the Supplier relating to its dealings with the Company, or any known or suspected improper behaviour by The Company employees.
- 7.4 Notwithstanding anything contained herein above and without prejudice to any of the rights or entitlements the Company may have under the applicable laws, the Supplier shall not, directly or indirectly, and shall ensure that none of its subcontractors or its suppliers, be involved in any kind of forced/ child labour and in compliance with requirements/ guidelines of International Labour Organization.
- 7.5 The Supplier and its subcontractors or its suppliers shall at all times comply with requirements/ guidelines of The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 and rules (as amended).

Name:

By way of my signature, I, _____, as an authorised representative of _____ confirm that I have communicated all of the above provisions to all the relevant team members involved in the performance of the Services as agreed under this contract.

We understand that, in the event of any violation of the Supplier Code of Conduct, as stated above, the Company may terminate the Engagement Letter/Agreement in accordance with its terms.

Undertaking to be given by the MSE Bidder for availing benefits/ exemptions as per PPP 2012

(to be submitted as per the provisions of bidding documents)

M/s (Name & address of the OWNER)

Date:

**Ref: Our Bid Ref. No Dated against Tender Invitation no. Dated
for **(Name of the Package)****

With reference to our bid (as referred above) against subject Tender Invitation, we have attached relevant documents for availing benefits/ exemptions available to MSEs as per PPP 2012 and its subsequent amendments, if any. We are aware that benefits to MSEs under PPP 2012 are available to manufacturer of goods and not to traders/dealers and accordingly, we hereby undertake that:

- * We are **manufacturer of all such items which are a pre-requisite for extending MSE benefits of purchase preference as specified in the Bidding Documents** and understand that the benefits as applicable to MSEs under PPP 2012 including Purchase Preference shall be applicable for our bid as per provisions of Bidding Document.

Or

- * We are **manufacturer of at least one of the items listed in the Bill of Quantity (BOQ) of the Package** and understand that the benefits pertaining to EMD and Tender fee exemption only shall be applicable for our bid as per provisions of Bidding Documents. We also understand that as per provisions of Bidding Document, our bid shall not be eligible for Purchase Preference benefits as applicable to MSEs under PPP 2012.

We also understand that in case documents submitted by us for availing benefits/exemptions applicable to MSEs under PPP 2012 are not found to be in order by OWNER at any stage of Bid Evaluation and cost of Bid Documents (wherever applicable) have also not been submitted by us then our bid shall not be considered further for evaluation and be rejected.

Thanking you,

(Authorised Signatory)
 Name & address of the bidder

Date:

* **Strike out which is not applicable**

**Solar PV MODULES PACKAGE OF PAVAGADA SOLAR PROJECT IN
KARNATAKA BID DOCUMENT NO.: _____**

(Dimensional Details of Solar PV Modules for design of Module Mounting arrangement being provided by Module Manufacturer)

Bidder's Name and Address:

To,
Chairman, IRPL
IRCON RENEWABLE
POWER LIMITED
C-4, DISTRICT CENTRE,
SAKET,
NEW DELHI-110017
PHONE:+91-11-26530245;
FAX:+91-11 26854000,26522000
Website: www.ircon.org
E-Mail: solarcell@ircon.org,
Mobile No.: 8800692402

Dear Sirs,

In line with requirement of intimation of dimensional details of the Solar PV Modules to be supplied under the subject package, we furnish following details of the Modules.

- (i) Physical Dimensions of the Solar PV Modules Specification with (L in mm x B in mm) along with Modules Technical Specification Volume -III
- (ii) Mounting Hole Requirements:

Shape of Mounting Holes	Size of Mounting Holes	Distance Between Mounting Holes	
		Horizontal (mm)	Vertical (mm)

- (i) Any other input which affects the design of Module Mounting Structure (bidder to enclose General Arrangement drawings etc. as Annexure to Attachment):

We understand that above details shall be utilized by OWNER for design of the Module Mounting Structure to be provided by them. All costs arising due to variation in the above inputs shall be borne by us.

(Signature).....
(Printed Name).....
(Designation).....
(Common Seal).....

NOT APPLICABLE

**Solar PV MODULES FOR PAVAGADA SOLAR PV PROJECT AT
PAVAGADA IN KARNATAKA
BID DOCUMENT NO.:**

(Declaration of Quoted Capacity of Solar PV MODULES)

We declare that the following capacity (MWp) of Solar PV Modules shall be supplied by us under the subject package.

We understand that after the conclusion of bidding there might be a change in the final capacity which shall be awarded to us based on the post bid evaluation and award criteria specified in the bidding documents.

We understand that no change in the Quoted Capacity of MWp of PV Modules shall be accepted at any later stage during the execution of the contract.

Solar PV MODULES CAPACITY (MWp) (A)	QUOTED Solar PV Cells CAPACITY (B) To be filled by the Bidder	QUOTED Solar PV Cells CAPACITY (C) To be filled by the Bidder
100 x 1 (100 MWp)		
100 x 2 (200 MWp)		
100 x 3 (300 MWp)		
100 x 4 (400 MWp)		
100 x 5 (500 MWp)		
100 x 6 (600 MWp)		

Kindly **TICK ONLY ONE** option from the COLUMN B for the Declaration of Quoted Capacity and **Write in Words** the Quoted Capacity in COLUMN C

Note- Bidder is required to furnish mandatory spares equivalent to 0.5% of the quantity of main equipment in addition to the above as detailed in the price schedule.

**SPV Modules OF PAVAGADA PV PROJECT AT PAVAGADA IN KARNATAKA
BID DOCUMENT NO. :
(Declaration for fulfillment of Domestic Content Requirement)**

Sir

We, M/s..... (name of the bidder) hereby certify and declare the following:

1. We further declare that we have examined the Bidding Document No. including subsequent amendments and clarifications, if any.
2. The Solar PV Cells and modules to be used in our projects shall be manufactured domestically and comply with the Domestic Content Requirements (DCR) as laid down by Ministry of New and Renewable Energy (MNRE) and incorporated in the Technical Specifications (Volume-III) of the Bidding Documents.
3. We declare that as per the provision of the bidding document, we shall supply only domestically manufactured Solar PV Cells and Solar PV modules for the above plant. In case, at any stage of the project execution, it is found that the supplied module doesn't meet the Domestic Content Requirement (DCR), IRPL can take following action(s).
 1. Filing of criminal case under IPC 420 & related sections.
 2. Blacklisting of Supplier for period of 10 years.
 3. Forfeiting of relevant Bank Guarantee(s).
 4. Any other action, in addition to those above.
4. We have read, understood and accept the above clause mentioned and undertake that domestically produced Solar PV Cells and Solar PV modules complying with MNRE guidelines are only used for the Solar Power Project.
5. We shall maintain, and present upon request by IRPL Limited, to the Inspection committee of MNRE/IREDA, any documentation necessary in support of this certificate. Further, we shall not bar the inspection committee of IRPL/MNRE/IREDA or their representative from visiting our factories/installations in relation to the agreement between our Company and IRPL Limited.
6. In case of any discrepancies found upon the inspection conducted by the committee, it may be dealt as per the decisions of IRPL/MNRE/IREDA.

Signature of authorized signatory

(Declaration regarding Import Content- NOT APPLICABLE

Annexure-5P

(Declaration of Breakup of Nominal Ratings of Wattage of PV Modules for Main Equipment)
(TO BE SUBMITTED ONLINE BEFORE THE STIPULATED STAGE-II PRICE BID SUBMISSION CLOSING DATE)

We declare that the modules of following nominal ratings shall be supplied by us under the subject package are guaranteed. We understand that the following breakup shall also be used in calculation of Bid Evaluation Factor as detailed in the Bid documents/Technical specifications.

We further understand that no change in the breakup of quantities of the various module ratings shall be accepted at any later stage during the execution of the contract.

NOMINAL MODULE RATING (A)	Quantity of Modules Offered in MWp (Upto 3 decimal places) (B)
530 Wp (Minimum)	
535 Wp	
540 Wp	
545 Wp	
550 Wp	
555 Wp	
560 Wp	
	TOTAL MWp.....

(Signature).....
 (Printed Name).....
 (Designation).....
 (Common Seal).....

Note- Bidder is required to furnish mandatory spares equivalent to 0.5% of the quantity of Solar PV Cells in addition to the above as detailed in the price schedule.

TRIPARTITE AGREEMENT

This Tripartite Agreement (hereinafter referred to as “**Agreement**”) is entered into on this ____ day of ____ 20____.

BETWEEN:

M/s Ircon Renewable Power Limited (Hereinafter shall be referred as “**Owner**”), a company incorporated under the Companies Act, 2013, and having its Registered Office at C-4, DISTRICT CENTRE, SAKET, NEW DELHI-110017, India (which expression shall unless it be repugnant to the context, or the meaning thereof mean and include its successors and permitted assigns) of the FIRST PART.

AND

_____ (Hereinafter shall be referred as “**SPV Modules Manufacturer(s)**”), a company incorporated under the Companies Act, 2013, and having its registered office at _____, India (which expression shall unless it be repugnant to the context or the meaning thereof mean and include its successors and permitted assigns) of the SECOND PART.

AND

_____ (Hereinafter shall be referred as “**SPV Cells Supplier(s)**”), a company incorporated under the Companies Act, 2013, and having its registered office at _____, India (which expression shall unless it be repugnant to the context or the meaning thereof mean and include its successors and permitted assigns) of the THIRD PART.

The Owner, the SPV Modules Manufacturer and the SPV Cells Supplier are individually referred to as ‘**Party**’ and collectively as “**Parties.**”

WHEREAS

- A. The Owner vide IFB No.: _____ dated _____ (“**Tender-1**”) floated the Tender-1 for discovering the L1 bidder as SPV Cells Supplier(s) for supply of 600 MWp SPV Cells for Solar PV Project at Pavagada in Karnataka (“**Project**”)
- B. The Owner vide IFB No: _____ dated _____ (“**Tender-2**”) floated the Tender-2 for discovering the L1 bidder as SPV Modules Manufacturer(s) for supply of 600MWp SPV Modules for Solar PV Project to the Project.
- C. Accordingly, both SPV Cells Supplier(s) and SPV Modules Manufacturer(s) (collectively referred to as “**Suppliers**”) emerged as the L1 bidders in Tender-1 and Tender-2 respectively.
- D. In view of the aforesaid, the mutual covenants, and understanding set forth herein, Parties wishes to enter into this Agreement to capture the detailed scope and terms and conditions in accordance with the requirements set out in Tender-1 and Tender-2.

1. Definitions: In this Agreement, all the capitalized terms, if defined herein, shall carry the meaning assigned to them under this Agreement. The capitalized terms used but not defined herein but defined

in the Tender-1 or Tender-2, shall carry the meaning and interpretation in accordance with the respective clauses and schedules assigned to them under the respective Tenders, unless the context otherwise implies.

2. SPV Cells Supplier(s) obligations:

- 2.1. SPV Cells Supplier(s) shall sign and accept the Notice of Award (“NOA”) issued by the SPV Module Manufacturer(s).
- 2.2. SPV shall comply with all the obligations set out under Notice of Award (“NOA”) issued by the SPV Module Manufacturer(s).
- 2.3. SPV Cells Supplier(s) shall execute the Contract Agreement and submit Contract Performance Bank Guarantee to the SPV Module Manufacturer(s) within 28 days from the date of issuance of NOA as per the terms and conditions of the Tender-1.
- 2.4. The SPV Cells Supplier(s) shall perform its obligations as per the requirements of Technical Specification, Tender-1, the NOA, the contract agreement and Prudent Industry Practices.

3. SPV Module Manufacturer(s) obligations:

- 3.1. SPV Module Manufacturer(s) shall sign and issue the Notice of Award (“NOA”) issued by the SPV Cells Supplier(s).
- 3.2. SPV Module Manufacturer(s) shall comply with all the obligations set out under Notice of Award (“NOA”) issued by it to the SPV Cells Supplier(s).
- 3.3. SPV Cells Supplier(s) shall execute the Contract Agreement and submit Contract Performance Bank Guarantee to the SPV Module Manufacturer(s) within 28 days from the date of issuance of NOA as per the terms and conditions of the Tender-1.
- 3.4. The SPV Module Manufacturer(s) shall perform its obligations as per the requirements of Technical Specification, Tender-1, Tender-2, the NOA, the contract agreement and the Prudent Industry Practices.

4. Owner’s obligations:

- 4.1. The Owner shall provide the quoted price of SPV Cells Supplier(s) to SPV Module Manufacturer(s) for entering into the contract for supply of SPV Modules for the Project.

5. Confidential Information:

- 5.1. The Owner and the Suppliers 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 Agreement, whether such information has been furnished prior to, during or following termination of the Agreement. Notwithstanding the above, the Agreement may furnish to its Subcontractor(s) such documents, data and other information it receives from the Owner to the extent required for the Subcontractor(s)/Sub-Supplier(s) to perform its work under the Agreement, in which event the Suppliers shall obtain from such Subcontractor(s)/Sub-Supplier(s) an undertaking of confidentiality similar to that imposed on the Suppliers under this Clause.
- 5.2. The Owner shall not use such documents, data and other information received from the Suppliers for any purpose other than the operation and maintenance of the Facilities. Similarly, the Suppliers shall not use such documents, data and other information received from the Owner for any purpose as required for the performance of the Agreement.

- 5.3. The obligation of a party under clauses 5.1 and 5.2 above, however, shall not apply to that information which:
- (a) now or hereafter enters the public domain through no fault of that party
 - (b) 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
 - (c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 5.4. The above provisions of this Clause shall not in any way modify any undertaking of confidentiality given by the parties hereto prior to the date of the Agreement in respect of the Facilities or any part thereof.
- 5.5. The provisions of this Clause shall survive termination, for whatever reason, of the Contract.

6. Representations, Warranties, And Covenants

- 6.1. The present Agreement has been arrived at between the Parties freely and without any inducement or coercion.
- 6.2. Each Party has read and understood the contents of the Agreement and the terms of this Agreement shall be legally binding on the Parties.
- 6.3. The Parties agree and undertake to cooperate, sign, and duly execute all or any documents which may further be required to be executed, and otherwise assist each other, to give effect to the terms of the Agreement.
- 6.4. The Parties represent and warrant with respect to itself that this Agreement is within its corporate powers and authority and/or has been duly authorized vide the requisite board resolutions/ authority letter. Each of the Parties represents and warrants that it has the requisite power to sign and perform its respective obligations under this Agreement. This Agreement cannot be challenged at any stage by Parties on the grounds that they did not have due and sufficient authority to execute and perform the Agreement.
- 6.5. Each Party has had the opportunity to be assisted by professionals to the extent that it is deemed desirable or necessary and has executed this Agreement willingly and voluntarily, without any pressure, coercion, undue influence or compulsion (commercial or otherwise).
- 6.6. The Parties represent and warrant that they shall not make any claim against each other with respect to the subject matter of the present Agreement and hereby waive any and all such other claims that they may have against each other pertaining to the subject matter of the present Agreement.

7. Settlement of Disputes

- 7.1 Save and except herein below provided, all disputes and differences of any kind whatsoever arising between the parties out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be settled as under, provided that matters for which provision has been made in tender clauses pertaining to Meaning & Intent of Specifications an Drawings, Assistance of Suppliers for customs clearance, Wages under Relevant laws, Claims on account of violation of labour laws, Delays not due to Owner, Delays due to Owner, Delays due to Suppliers and Liquidated Damages, Owner's decision on

compensation payable, Determination of contract due to contractor's default, Foreclosure of contract, Items not included in the Price Schedules / Bill of quantities (BOQ), Measurement of work and payments, claims or any clause, where decision of the Engineer been made final and binding, of General Conditions of Contract or in any clause of the Special Conditions of Contract shall be deemed as 'excepted matters' (matters not arbitrable), excluded from the purview of arbitration, and decision of the Employer thereon, shall be final and binding on the contractor.

7.2 Mutual Settlement

All such disputes or differences shall in the first place be referred by the Supplier to the Engineer in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.

7.3 Conciliation/Arbitration

It is a term of this contract that Conciliation/ Arbitration of disputes shall not be commenced unless an attempt has first been made by the parties to settle such disputes, within 120 days of submission of monthly statement of such claim, through mutual settlement. The demand for Conciliation or Arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item wise. Only such dispute or difference, in respect of which the demand has been made and counter claims or set off, if any, of the Other Party, shall be referred to Conciliation or Arbitration and other matters shall not be included in the reference.

Further, Employer's aggregate liability for all losses, claims or damages arising out of, under or in connection with this contract, its performances or breach whether such liability arises in contract, tort (including negligence) or otherwise, if claimed by the Contractor against the Employer, is restricted to 4% (four percent) of the final contract value/cost till actual completion.

7.4 Place for Conciliation/Arbitration

The conciliation/ arbitration proceedings shall be held at a place mutually decided by the parties and in case of any disagreement of the parties, it shall be decided by Conciliator/ Sole Arbitrator/ Arbitration Tribunal with due regard to the circumstances of the case and convenience of the parties.

7.5 Language for conciliation/arbitration

Language of the conciliation/ proceedings shall be English.

7.6 No suspension of Work

The Obligations of the Employer, the Engineer and the Contractor shall not be altered by reasons of conciliation/ arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation/ arbitration and payments to the Contractor shall continue to be made in terms of the contract.

7.7 Conciliation

In the event of failure to resolve any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Employer of any certificate to which the contractor may claim to be entitled to, through mutual settlement, the Contractor may refer such matters to the Chairman and Managing Director of the Employer in writing within 60 days from the date of failure of amicable settlement of such disputes or differences for settlement through conciliation.

Chairman and Managing Director of the Employer will appoint a conciliator on receipt of a written and valid demand for conciliation. The entire process of appointment of Conciliator and communicating to the parties in writing shall be completed within 60 days from the date of receipt of written and valid demand for conciliation.

The Conciliation process shall be assumed to have commenced from the day when a written and valid demand for conciliation is received by the Employer. The conciliator shall assist the parties for settlement of the dispute. If it appears that there exist elements of settlement between parties, the conciliator shall formulate the terms of a possible settlement and submit to the parties for their observations. On receipt of observations of parties, the conciliator shall reformulate and draw the terms of final settlement and sign written conciliation settlement.

7.8 Arbitration

If the efforts to resolve all or any of the disputes through Conciliation fail, the concerned party may refer the disputes to the Chairman and Managing Director of the Employer for settlement of such disputes or differences through Arbitration. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of the failure of Conciliation. The Arbitration proceeding shall be assumed to have commenced from the day, a written and valid demand for arbitration is received in the office of Chairman and Managing Director of the Employer.

7.9 Arbitration Tribunal

The Arbitral Tribunal shall consist of a panel of three arbitrator. For this purpose, the Employer will send a panel of at least five (5) names to the contractor, within 60 days from the day when a written and valid demand for arbitration is received in the office of Chairman and Managing Director of the Employer. Contractor shall nominate and communicate in writing to the Chairman and Managing Director of the Employer one (1) name out of the given panel as contractor's nominee arbitrator within 15 days from the date of receipt of the panel from the Employer. The Chairman and Managing Director of the Employer shall appoint Employer's nominee arbitrator within 15 days from the date of receipt of communication from the Contractor as aforesaid. The Chairman and Managing Director of the Employer shall issue the appointment letter to both the nominated arbitrators along with a copy of panel of arbitrators maintained by the Employer and also request them to nominate a enclosed panel. Both the nominated arbitrators shall complete the exercise of appointing the Arbitral Tribunal within 15 days from the receipt of the appointment letter from Chairman and Managing Director of the Employer.

The minimum qualifications Conciliator Arbitrator. The minimum qualifications of Conciliator shall be graduate engineer of the relevant discipline. For Arbitral Tribunal members shall be graduate engineer/Technical background of the relevant discipline. He/ they will possess minimum of 20 years' service experience in Central Government/ State Government/ CPSEs. Also, he/ they should not have associated with the contract to which the dispute pertains.

The Conciliator shall be a working/ person whereas the Arbitrator shall associated with the parties as provided Arbitration & Conciliation Act, 1996.

If the Conciliator/ any one or more of the arbitrator(s) from Arbitration Tribunal appointed as above refuses to act as the Conciliator/ Arbitrator, withdraws from his office as conciliator/ arbitrator or vacates his/their office/offices or is/are unable or unwilling to perform his functions as conciliator/ arbitrator for any reason whatsoever or dies or in the opinion of the Chairman and Managing Director of the Employer fails to act without undue delay, the Chairman and Managing Director of the Employer shall appoint new conciliator/ arbitrators to act in his/their place in the same manner in which the earlier conciliator/ arbitrator(s) had been appointed. Such re-appointed conciliator/ arbitrator(s) may, at its discretion, proceed with the reference from the stage at which it was left by the previous conciliator/ arbitrator(s). The cost of conciliation/ arbitration shall be borne by the respective parties. The cost shall interalia include fee and expenses of the Conciliator/ Arbitrator(s) and the fee shall be borne equally by both the parties as per the scales fixed by Owner from time to time.

7.10 Settlement through court

It is a term of this contract that either party shall not approach any Court of Law for settlement of their disputes or differences unless an attempt has first been made by the parties to settle such disputes

or differences through clauses above.

The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.

An arbitral award shall be final and binding to parties

7.11 Exceptions

For settlement of disputes with central PSUs, the procedure as per existing orders of Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD), Department of Public Enterprises, Ministry of Heavy Industries & Public Enterprises, Government of India shall be followed.

7.12 Interest

It is agreed terms between the parties that where the dispute is for payment of money in respect of any claim(s), except in respect of payment of Mobilization Advance and/or other advances as provided in the contract, no interest whatsoever shall be payable, in respect of any dues/payments or sum payable, from any date prior to determination/adjudication of the claim(s) by the Arbitral Tribunal or by any adjudicating authority or body. However, in event of award of any claim or sum by Arbitral Tribunal or by any adjudicating authority or body, the awarded amount shall carry simple interest 7% per annum, from the date of award till payment.

7.13 Jurisdiction of Courts

Jurisdiction of courts shall be New Delhi only, in exclusion of other courts

7. **Severability:** If any provision or condition of the Agreement is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Agreement.
8. **Waiver:** No relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Agreement or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Agreement, nor shall any waiver by either party of any breach of Agreement operate as waiver of any subsequent or continuing breach of Agreement. No Amendment to or modification of this Agreement shall be valid or enforceable unless reduced to writing and executed by the Parties thereto.
9. This Agreement may be executed in 3 (three) counterparts, each of which when executed and delivered is an original and shall be retained by each Party and taken together shall constitute and evidence the same Agreement between the Parties.

IN WITNESS WHEREOF the parties hereto have signed these presents, in duplicate, the day and year first herein above mentioned.

For Ircon Renewable Power Private Limited

[●]

For [●]

[●]

For [●]



WITNESS(S):

1.)

2.)

Declaration to submitted by SPV Cells Supplier(s) consenting to work as per terms & conditions of Tender-1.

Sir,

We, M/s..... (name of the bidder) hereby certify and declare the following:

1. We further declare that we have examined the Bidding Document No. [●] including subsequent amendments/clarifications/corrigendum, if any.
2. We shall agree to enter into a contract agreement directly with SPV Module Manufacturer(s) of Tender-2 with the discovered price for Tender-1 and terms and conditions of Tender-1.
3. We declare that as per the provisions of the Bidding Document, we shall adhere all the terms and conditions of Tripartite Agreement, and Tender-1 whatsoever in nature. In case, at any stage of the project execution, it is found the Supplier fails to deliver the requirement as per the terms and conditions of Tripartite Agreement, and Tender-1, IRPL can take following action(s).
 1. Filing of criminal case under IPC 420 & related sections.
 2. Blacklisting of Supplier for period of 10 years.
 3. Forfeiting of relevant EMD/Bank Guarantee(s).
 4. Any other action, in addition to those above.
4. We have read, understood and accept the above clause mentioned and undertake that we shall agree to enter into a contract agreement directly with SPV Module Manufacturer(s) of Tender-1 with the discovered price for Tender-1 and terms and conditions of Tender-1.

Signature of authorized signatory

Declaration to submitted by SPV Module Manufacturer(s) consenting to work as per terms & conditions of Tender- 2

Sir,

We, M/s..... (name of the bidder) hereby certify and declare the following:

1. We further declare that we have examined the Bidding Document No. [●] including subsequent amendments/clarifications/corrigendum, if any.
2. We shall agree to enter into a contract agreement directly with SPV Cells Supplier(s) of Tender-1 with the discovered price for Tender-1 and terms and conditions of Tender-1.
3. We declare that as per the provisions of the Bidding Document, we shall adhere all the terms and conditions of Tripartite Agreement, Tender-1 and Tender-2 whatsoever in nature. In case, at any stage of the project execution, it is found the Supplier fails to deliver the requirement as per the terms and conditions of Tripartite Agreement, Tender-1 and Tender-2, IRPL can take following action(s).
 1. Filing of criminal case under IPC 420 & related sections.
 2. Blacklisting of Supplier for period of 10 years.
 3. Forfeiting of relevant EMD/Bank Guarantee(s).
 4. Any other action, in addition to those above.
4. We have read, understood and accept the above clause mentioned and undertake that we shall agree to enter into a contract agreement directly with SPV Cells Supplier(s) of Tender-1 with the discovered price for Tender-1 and terms and conditions of Tender-1.

Signature of authorized signatory

**FORM OF 'NOTIFICATION OF AWARD OF CONTRACT' FOR SUPPLY OF SOLAR PV
MODULES**

**NOTE: INSTRUCTIONS INDICATED IN ITALICS IN THIS NOTIFICATION OF AWARD
ARE TO BE TAKEN CARE OF BY THE ISSUING AUTHORITY.**

Ref. No. : Date:

..... (Supplier s Name & Address).....

.....

.....

..... Attn: Mr.

**Sub: Notification of Award of Contract for Supply of..... (Package
Name) as per Bidding Document No.....**

Dear Sir,

1.0 This has reference to the following:

(i) Our Invitation for Bids (IFB) No.dated.....

(ii) Bidding Documents for the subject package issued to you vide our letter no.
..... dated..... comprising the following :

*.....(List out all the Sections/Volumes of the Bidding Documents
along with Tender Drawings etc. as issued to the bidder)*

Errata/Amendment No..... to..... *(Name of Section/Volume of the
Bidding Documents to which Errata/Amendment pertains).....* issued to
you vide our letter no. dated

*(Applicable only if any Errata/Amendment to the Bidding Documents has been
issued subsequently)*

(iii) Clarifications furnished to you on the Bidding Documents vide our letter
no..... datedbased on the query raised by **you/one of
the prospective bidders. (Use as applicable)**

*(Applicable only if any clarification to the Bidding Documents has been issued
subsequently)*

(INCLUDE AS FURTHER SUB-PARAGRAPHS ANY OTHER CORRESPONDENCE MADE TO THE BIDDER AFTER ISSUANCE OF BIDDING DOCUMENTS UP TO THE DATE OF BID OPENING)

- (iv) Your Proposal for the subject package submitted vide your letter No. dated..... and its modification vide letter no. dated (*Delete if not applicable*).
- (v) Our Fax message/letter No. dated..... regarding extension of validity of bid and that of the Bank Guarantee towards Bid Security.

(Applicable only if any extension has been sought subsequently)

(INCLUDE AS FURTHER SUB-PARAGRAPHS ANY OTHER CORRESPONDENCE MADE TO OR BY THE BIDDER AFTER BID OPENING)

- (vi) Our Fax message/letter No. dated..... inviting you for post bid discussions.
- (vii) Post bid discussions and meetings we had with you from to resulting into the following Minutes of Meeting enclosed herein with this Notification of Award :
 - (a) Minutes of Meeting regarding Commercial issues (APPENDIX
 - (b) Minutes of Meeting on Technical issues (APPENDIX.....)
 - (c) Minutes of Meeting regarding Work Schedule (APPENDIX.....)
 - (d) Minutes of Meeting regarding Quality Assurance Aspects (APPENDIX-.....)

2.0 We confirm having accepted your proposal submitted vide letter no. dated and its modification vide letter no..... dated (*Delete if not applicable*) read in conjunction with all the specifications, terms & conditions of the Bidding Documents, **Your subsequent letters (Use if relevant)** and agreed Minutes of Meeting referred to in para 1.0 above and award on you the Contract for the work of (*Indicate brief Scope of Work*) of..... (*Name of Package*)for (*Name of project*)..... as per Specification No. :..... (hereinafter referred to as the 'First Contract').

3.0 We have also notified you vide our Notification of Award No. dated for award of Second Contract on you for the work of (*Indicate brief scope of work of the Second Contract*)complete (*Name of Package*) for (*Name of Project*) as per Bidding Document No..... (hereinafter referred to as the 'Second Contract').

1. You shall also be fully responsible for the works to be executed under the 'Second Contract'

and it is expressly understood and agreed by you that any breach under the 'Second Contract' shall automatically be deemed as a breach of this 'First Contract' and vice-versa and any such breach or occurrence or default giving us a right to terminate the 'Second Contract' recover damages thereunder, shall give us an absolute right to terminate this Contract and/or recover damages under this 'First Contract' as well and vice-versa. However, such breach or default or occurrence in the 'Second Contract' shall not automatically relieve you of any of your responsibilities/obligations under this 'First Contract'.

4.0 The total Contract Price for the entire scope of work under the Contract shall be**(Specify the amount and currency)**..... as per the following break up :

(i) **Ex-manufacturing works/place of despatch price (both in India)** for Main Equipment/SPV Cells including Mandatory spares

(ii) **Local Transportation price (both in India)** for Main Equipment's & Mandatory Spares

TOTAL (i + ii + iii)
 (..... **(Specify the total amount in words)**.....)

5.0 You shall prepare and finalize the Contract Documents for signing of the formal Contract Agreement and shall enter into the Contract Agreement with us, as per the proforma enclosed with the Bidding Documents, on non-judicial stamp paper of appropriate value within..... **(Specify)** days from the date of this Notification of Award.

6.0 This Notification of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page including all the enclosed Appendices, by the authorised signatory of your company as a proof of your acknowledgement and confirmation.

Please take the necessary action to commence the work and confirm action.

Yours faithfully,

for and on behalf of

.....(*Name of the OWNER*).....

(Authorised Signatory)

Encl.: As above.

Form of Contract Agreement

THIS CONTRACT AGREEMENT is made the _____ day of _____, 20_____.

BETWEEN

(1) *[Name of Owner]*, a corporation incorporated under the laws of *[country of Owner r]* and having its principal place of business at *[address of Owner]* (hereinafter called “the Owner”), and (2) *[name of Supplier]*, a corporation incorporated under the laws of *[country of Supplier]* and having its principal place of business at *[address of Supplier]* (hereinafter called “the Supplier”)

WHEREAS the Owner desires to engage the Contractor to design, manufacture, test, deliver, install, commission, complete and conduct guarantee tests, the certain Facilities, viz. *[list of facilities]* (“the Facilities”) and the Supplier have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

1.1 Contract Documents

The following documents shall constitute the Contract between The OWNER and the Supplier , and each shall be read construed as an integral part of the Contract:

- (a) Tripartite Agreement
- (b) This Contract Agreement and the Appendices hereto
- (c) Notification of Award
- (d) Amendment to Bidding Documents
- (e) Special Purchase Conditions to be read in conjunction with any clarification/amendment/errata etc.
- (f) General Purchase Conditions to be read in conjunction with any clarification/amendment/errata etc.
- (g) Technical Specifications and Drawings to be read in conjunction with any clarification/amendment/errata etc.
- (h) The Bid and Price Schedules submitted by the Supplier
- (i) Procedures (as listed)
- (j) Integrity pact (IP) signed between the OWNER and the Bidder/ Supplier

1.2

Order of Precedence (Reference GPC Clause 3)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

- 1.3 **Definitions** (Reference GPC Clause 1)
Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Purchase Conditions.

**Article 2. Contract Price and
Terms of Payment Contract
Price**

2.1 Contract Price (Reference SPC Clause 45)
The Owner hereby agrees to pay to the Supplier the Contract Price in consideration of the performance by the Supplier of its obligations hereunder. The Contract Price shall be the aggregate of: *[amount in Indian Rupees in words]*, *[amount in figures]*, or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.2 Terms of Payment (Reference SPC Clause 46)
The terms and procedures of payment according to which the Owner will reimburse the Supplier are given in Appendix 1 (Terms and Procedures of Payment) hereto.

**Article 3. Effective 3.1
Date for Determining
Time for Completion**

Effective Date (Reference GCC Clause 1)
The Time for Completion of the Facilities shall be determined from the date of Notification of Award provided all of the following conditions have been fulfilled within a period of two (2) months from the date of said Notification of Award:

- (a) This Contract Agreement has been duly executed for and on behalf of the Owner and the Supplier;
- (b) The Supplier has submitted to the Owner the performance security, security towards faithful performance of the Deed(s) of Joint Undertaking (if applicable) and the advance payment security;
- (c) The Owner has paid the Supplier the initial Advance Payment, if claimed by the Supplier.

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

- 3.0 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of Notification of Award because of reasons attributable to the Owner, the Contract would become effective only from the date of fulfillment of all the above mentioned conditions and, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Completion and/or other relevant conditions of the Contract.

3.1 However, if any of the conditions listed under 3.1 above are not fulfilled within two (2) months from the date of Notification of Award because of reasons attributable to the Supplier, the Contract will be effective from the date of Notification of Award. In this case, Contract price and/or time for completion shall not be adjusted.

Article 4.

It is expressly understood and agreed by and between the Supplier and the Owner that the Owner is entering into understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations, or rights hereunder. It is expressly understood and agreed that the 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 the general principles of Contract Law. The Supplier expressly agrees, acknowledges and understands that the Owner is not an Agent, Representative or Delegate of the Govt. of India. 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, the Supplier 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 the Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

Article 5. Appendices

The Appendices listed in the attached list of Appendices shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

IN WITNESS WHEREOF the Owner and the Supplier have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and on behalf of the Owner

[Signature]

[Title]

in the presence of _____

** Signed by for and on behalf of the Supplier

[Signature]

[Title]

in the presence of _____

CONTRACT AGREEMENT

dated the _____ day of _____, 20_____

BETWEEN

["the OWNER "]

and

["the Supplier "]

APPENDICES

- Appendix 1 Terms and Procedures of Payment
- Appendix 2 Price Adjustment
- Appendix 3 Insurance Requirements
- Appendix 4 Time Schedule
- Appendix 5 List of Approved Subcontractors
- Appendix 6 Scope of Works and Supply by the OWNER
- Appendix 7 List of Documents for Approval or Review
- Appendix 8 Functional Guarantees

**TERMS AND PROCEDURES OF PAYMENT
(AS PER SPC CLAUSE No. 46)**

FORM OF APPLICATION FOR PAYMENTS

Project :
Equipment Package : Date : Name of
Supplier : Contract No. : Contract
Value : Contact Name :
Unit Reference : Application Serial
Number :
To.

..... * (Name of Owner's)

Dear Sir

APPLICATION FOR PAYMENT #

1. Pursuant to the above referred Contract Agreement dated the undersigned hereby applies for payment of the sum of (In Indian Rupees).
2. The above amount is on account of: (check whichever applicable) Advance payment (Schedule **)

Progressive payment against despatch of equipment (Schedule **), Progressive payment against despatch of mandatory spares (Schedule **), Progressive payment against receipt of equipment (Schedule **), Progressive payment against receipt of mandatory spares (Schedule **), Progressive payment against inland transit Insurance

Payment against Taxes & duties (Schedule **)

Extra work not specified in contract

(Ref. Contract change order No.....) Others (specify)
Final payment (Schedule **)

as detailed in the attached schedule(s) which form an integral part of this application.

- 3. The payment claimed is as per item(s) No (s)..... of the payment schedule annexed to the above mentioned Contract.
- 4. The application consists of this page, a summary of claim statement (Schedule **), and the following signed schedules

1 -----

2 -----

3 -----

The following documents are also enclosed:

1 -----

2 -----

3 -----

Signature of Supplier /
Authorised Signatory

* Application for payment will be made to 'Project Manager' as to be designated for this purpose at the time of Notification of Award.

Separate applications are to be prepared for claims in different currencies.

** Proforma for the Schedules will be mutually discussed and agreed to during the finalisation of the Contract Agreement.

ANNEXURE-1 TO APPENDIX-1

PROJECT :	CLIENT :
PACKAGE:	Supplier :
TITLE : BILLING BREAK UP FOR MANDATORY SPARES	
NOA REF :	
BILLING BREAKUP (BBU)	
NO. :	

SI.No.	Description	Quantity	Unit	Unit Price	Total Price	Make	Model	Drawing / Documents/Data Sht no.	Part No.	Remarks

Annexure-2 to APPENDIX-1

Proforma for details to be furnished by the Supplier by 15th April of every financial year of supplies sourced from MSEs dispatched during the preceding financial year.

Package Name:
Project Name:
Name of the Supplier :
COA No.:

Details of BBU value of supplies dispatched during the preceding financial year are furnished here below:

BBU value of total supplies dispatched (A) (in eqvt INR)	Out of the total supplies dispatched, BBU value of supplies sourced from MSEs (B) (in eqvt INR)	Percentage of supplies sourced from MSEs wrt total supplies dispatched (C = B*100/A) (%)
.....

In case of no supplies sourced from MSEs, mention 'NIL'.

I, on behalf of M/s (*Supplier*) hereby declare that the information furnished above is correct.

Signature..... Name.....
Designation and Seal.....

PRICE ADJUSTMENT

The total price for the entire scope of work (covered in the Bidding Documents) is on Fixed Price Basis and the Prices shall remain Firm during entire period of Contract.

INSURANCE REQUIREMENTS

(I) Insurance to be taken by the Supplier:

In accordance with the provisions of GPC Clause 17, the Supplier shall at his expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified herein. The identity of the insurers and the form of the policies shall be subject to the approval of the OWNER, such approval not to be unreasonably withheld.

Insurance	Amount insured	Deductible	Conditions
A. Marine Cargo	(i) 110% of Ex-works value in case of plant & equipment including all spare parts supplied from within the Owner 's Country. (ii) Applicable taxes and duties Escalation 5% on (i) & (ii)	Not applicable	(i) OWNER and Lenders to be named as coinsured. Open policy (ii) All risk institute cargo (iii) clause 'A' (iv) War, SRCC, terrorism. Institute replacement clause, (v) special replacement clause (Air duty) and deferred unpacking (vi) clause Insurers right of subrogation against all parties (excluding carrier) waived. Warehouse to warehouse basis. (vii)

Note:

1. The Owner shall be named as co-insured under all the insurance policies taken out by the Supplier and the Supplier's Sub-Contractors shall be named as co- insured under all insurances policies taken out by the Supplier except for the Cargo insurance during transport. 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.
2. Notwithstanding the insurance requirements mentioned above, it would be the Supplier's responsibility to take adequate insurance cover as may be pertinent to protect his interest and interest of the Owner. If at any point of time during execution of the Contract, the insurance policies are found to be inadequate, the Supplier shall take fresh insurance policies meeting aforesaid requirements. The Owner's reserves the right to make suitable recovery from the Supplier , if any.
3. Any loss or damage to the plant & equipment's during handling, transportation, and all activities to be performed till the "Completion of Facilities" shall be to the account of the Supplier. The Supplier shall be responsible for preference of all claims and make plant & equipment's damaged or lost. Notwithstanding the extent of insurances cover and the amount of claim available from the underwriter, the Supplier shall be liable to make good the full replacement/rectification of all the equipment/materials and to ensure their availability as per project requirement without additional financial liability to the Owner.

The insurance policy to be taken should be on replacement value basis and/or incorporating appropriate insurance clause.

The Supplier shall follow local acts and laws as may be prevalent for insurance.

4. Upon grant of extension of time for completion by Owner's, the Supplier shall promptly furnish documentary evidence to Project Manager towards extension of insurance policies for the period of time extension.

II) Insurances to be taken by the Owner.

The Owner shall take the insurance for its own employees, its stores and its machinery.

TIME SCHEDULE

- 1.0** It is clearly understood and agreed that time is the essence of this Contract and shall be strictly adhered to by the Supplier . The program of furnishing, installing, commissioning, completion of facilities and FOR site delivery of all mandatory spares, identifying the key phases in various areas of work like design, procurement, manufacture and field activities including erection works, Planning, Design & Engineering, civil works (including structural steel works), allied works etc. shall be as per Tender Document. The period is commencing from the date of Notification of Award.

Refer SPC, Volume II, Section-I

- 2.0 After the Notification of Award, the Supplier shall plan the sequence of work of manufacture and supplies, manufacturing plant Operation & Maintenance (O&M) to meet the above stated dates of successful completion of facilities and Guarantee test and shall ensure all work, manufacture, shop testing, inspection and shipment of the Solar PV Modules in accordance with the required construction/ erection sequence.
- 3.0 Within one month of the Notification of Award, the Supplier shall submit to the Owner for his review and approval two copies (one reproducible and one print) of detailed PERT Network schedules with master network activities further exploded based on the Master Network mutually agreed by the OWNER and the Supplier, showing the logic and duration of the activities covered in the Contracts in the following areas:
- Engineering, procurement, manufacturing and supply, detailed engineering, procurement (including bought out items), manufacturing, dispatch, shipment,
- 4.0 Further, all engineering data related to, interface engineering details, requiring OWNER's approval/information for items in the scope of Owner are to be given within the agreed schedule but in no case later than 45 days from the date of Notification of award. For bought out items, the Supplier shall furnish the engineering input data to the OWNER within the agreed schedule but in no case later than 45 days from the date of placement of respective purchase order
- 5.0 **Detailed Manufacturing Programme**
- Detailed Manufacturing PERT Network for all the manufacturing activities at Supplier's works shall also be furnished within 60 days of Notification of Award. The manufacturing network shall be supported by detailed procurement programme for critical bought out item/raw materials.
- 6.0 Access to the Supplier's and work shall be granted to the Project Manager at all reasonable times for the purpose of ascertaining the progress.

LIST OF SUB-CONTRACTORS

PART 1. **Nominated Sub-Contractors (Not Applicable for this Tender)**

In the event the OWNER wishes to nominate any particular Sub-Contractors for the undertaking of any part or parts of the Works, these shall be identified and named by the OWNER in the following schedule prior to the issue of the Bidding Documents.

Full details shall be given of the part of the Works to be executed, and the names and addresses of the Sub-Contractors to whom the part of the Works is to be sub-contracted by the Bidder. Where more than one name is given for any part of the Work, the Bidder shall be free to select any of the named Sub-Contractors for that part.

The OWNER shall be responsible for ensuring that any Nominated Sub-contractor complies with the requirements of bidding documents, but the Bidder shall be responsible for ensuring that any work. Materials or Services to be provided by the Nominated Sub-Contractor comply with the requirements of bidding documents.

Item of Work	Nominated Sub-Contractor
--------------	--------------------------

NIL

PART 2 **Approved Sub-Contractors (Not Applicable for this Tender)**

Prior to award of Contract the following details shall be completed indicating those Sub-Contractors proposed by the Bidder by Attachment to his Bid which are approved by the OWNER for engagement by the Supplier during the performance of the Work.

The following Sub-Contractors are approved for carrying out the item of work indicated. Where more than one Sub-contractor is listed, the Supplier is free to choose between them but he must notify the OWNER of his choice in good time prior to appointing any selected Sub-Contractor. In accordance with Clause GCC 19.1, the Supplier is free to submit proposals for additional Sub-Contractors from time to time in line with tender conditions. No Sub-Contracts shall be placed with any such additional Sub-Contractors until they have been approved in writing by the OWNER and their names added to this list of Approved Sub-Contractors.

Item of Work	Approved Sub-Contractors	Nationality
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SCOPE OF WORKS AND SUPPLY BY THE OWNER

The following facilities, works, supplies and personnel will be provided / supplied by the OWNER and the relevant provisions of bidding documents.

All facilities, works, supplies and personnel as described herein will be provided by the OWNER in good time so as not to delay the performance of the Supplier, in accordance with the approved Time Schedule and Programme of Performance.

Facilities, works, supplies and personnel will be provided to the Supplier as identified hereunder:-

Sl. No.	Facilities	Charges to Supplier
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Refer Technical Specification Volume -III in this Regard.

LIST OF DOCUMENTS FOR REVIEW AND APPROVAL

A. Approval

- 1.
- 2.
- 3.

B. Review

- 1.
- 2.
- 3.

Note: This list of documents required for approval/review by the Owner shall be as per attachment 9 to Bid Form (Technical Data Sheets duly filled in as per format enclosed in Bidding Documents) and as finalized during the contract stage.

GUARANTEES, LIQUIDATED DAMAGES AND PERFORMANCE

- 1.0 The bidder shall guarantee that the Solar PV Modules offered shall meet the rating and performance requirements stipulated for various Solar PV Modules covered in this specification. The bidder shall also furnish a declaration in the manner prescribed and included in the relevant schedule of Bid Form & procedures Volume-I Section-III for guarantees which shall attract levy of liquidated damages for non-performance. Refer relevant provisions of Technical Specification in this regard.

Certificate from the Module Manufacturer to the Owner regarding meeting
of DCR norms under CPSU Scheme-Phase-II

**(On the letter-head of the
Owner)**

To,
(Name and Address of Owner)

**Sub: Certificate for our modules meeting Domestic Content Requirements under
Tender Document No._____**

Sir,

We, M/s_____ (name of the manufacturer), having registered address
at_____, hereby certify and declare the following:

1. Under the contract/purchase agreement executed between M/s _____(Name
of the OWNER) and M/s _____(Name of the
Manufacturer) vide Contract No./ID:_____, the modules supplied
to your Company under the Shipment ID(s) _____, bearing serial nos.
of all the modules supplied along with respective invoices and receipt certificates
enclosed herewith (insert shipment IDs of the batches despatched for modules to the
SPD and enclose the list containing serial nos. and invoices/receipt certificates of the
respective modules) have been manufactured indigenously, in our factories registered in
India, and cells manufactured by M/S ----- of Regd address _____in India
have been used in our modules. Our modules comply with the Domestic Content
Requirements as laid down by Ministry of New and Renewable Energy as incorporated in
the Guidelines for the CPSU Scheme Phase-II, being implemented by Indian Renewable
Energy Development Agency Limited.
2. The manufacturing process has been carried out in India from the stage of finished cells till
modules at our facility and neither we nor our cell supplier have used semi-finished/blue cells
in this process.
3. The above information is complete and accurate in all material respects, and there is no
material information omitted from this Certificate that makes the information contained herein
misleading or inaccurate.
4. We shall maintain, and present upon request, to the Inspection committee of MNRE/IREDA,
further documentation necessary to support this certificate. Further, we shall not bar the
inspection committee of MNRE/IREDA from visiting our factories/installations in relation to
the agreement between our Company and IREDA / MNRE or their representative.

Signed this _____ day of _____

For _____(Name of the module manufacturer)

Signature & name of the authorized representative of the module manufacturer

Attestation by the Owner

**(Note: in case the same manufacturer has supplied both cells and modules to the SPD, the
details of both cells and modules will be enclosed herewith, with suitable changes in the
format)**

Certificate from the Cell Manufacturer to the Module manufacturer regarding
meeting of DCR norms under CPSU Scheme-Phase-II

(On the letterhead of the SPD)

To,
(Name and Address of module manufacturer)

**Sub: Certificate for our Solar PV Cells meeting Domestic Content Requirements under
Tender Document No._____**

Sir,
We, M/s _____(name of the manufacturer), having registered address at _____
_____, hereby certify and declare the following:

1. Under the contract/purchase agreement executed between M/s _____(Name of the module manufacturer) and M/s _____(Name of the cell manufacturer) vide Contract No./ID: _____, the cells supplied to your Company under the Shipment ID(s) _____ bearing serial nos. of all the cells supplied along with respective invoices and receipt certificates enclosed herewith (insert shipment IDs of the batches despatched for cells to the module manufacturer and enclose the list containing serial nos. and invoices/receipt certificates of the respective cells) have been manufactured indigenously, in our factories registered in India. Our cells comply with the Domestic Content Requirements as laid down by Ministry of New and Renewable Energy as incorporated in the Guidelines for the CPSU Scheme Phase-II, being implemented by Indian Renewable Energy Development Agency Limited.
2. The manufacturing process has been carried out in India and we have not used semi- finished/blue Wafer/cells in this process.
3. The above information is complete and accurate in all material respects, and there is no material information omitted from this Certificate that makes the information contained herein misleading or inaccurate.
4. We shall maintain, and present upon request, to the Inspection committee of MNRE/IREDA, further documentation necessary to support this certificate. Further, we shall not bar the inspection committee of MNRE/IREDA from visiting our factories/installations in relation to the agreement between our Company and IREDA / MNRE or their representative.

Signed this _____day of _____ For
_____(Name of the SPV Cells manufacturer)
Signature & name of the authorized representative of the SPV Cells manufacturer

Attestation by the Owner

**DESIGN, MANUFACTURING, SUPPLY, PACKING & FORWARDING OF
DOMESTIC CONTENT REQUIREMENT (DCR) COMPLIANT MONO PERC BIFACIAL
SOLAR MODULE, 530WP+ FOR PAVAGADA SOLAR PV PROJECT AT
PAVAGADA IN KARNATAKA (500 MW / 600 MWp)**

VOLUME – II
SECTION I

SPECIAL PURCHASE CONDITIONS
(SPC)

Bid Document No. IRPL/SOLAR/SOLAR PV MODULES/9

SPECIAL PURCHASE CONDITIONS (SPC) (The conditions in this section will supersede any other related conditions anywhere else in this tender document)		
Special Purchase Conditions – Volume II Section I		
1.0	TYPE OF BIDDING	Two Stage Bidding (Stage-I (Techno-Commercial Bid with Nil deviation) and Stage-II (Price Bid)) without Reverse Auction
2.0	ITB 1.0	Address of OWNER : To, Chairman, IRPL IRCON RENEWABLE POWER LIMITED C-4, DISTRICT CENTRE, SAKET, NEW DELHI-110017 PHONE:+91-11-26530245; FAX:+91-11-26854000,26522000 Website: www.ircon.org E-Mail: solarcell@ircon.org, Mobile No.: 8800692402 Corporate Identification Number: U40106DL2022GOI392384
3.0	(Eligible Plant, Equipment and Services) {ITB Clause 1.0A}	Add New Clause 1.0A to ITB: The package named in IFB is open to bidders from within the OWNER's country only, subject to fulfilment of conditions specified in ITB Clause "Restrictions on procurement from a Bidder of a country which shares a land border with India".
4.0	NOT USED	NOT USED
5	Benefits to MSEs (ITB clause no-4.0)	Add the following at the end of ITB clause 4.0 Benefits to MSEs shall be applicable, however Splitting of quantity shall not be possible. The Existing MSEs, registered with the authorities as mentioned above, before 30th June 2020, shall continue to be valid for a period up to 30.06.2022 for goods & services rendered. MSE bidder shall be given preference in evaluation as per clause 4.0 of Instruction to Bidders. For availing MSE benefits for purchase preference, bidder shall confirm that they are manufacturer of all the item(s) specified in the bidding documents, which are a pre-requisite for extending MSE benefits of purchase preference. In case, Bidder is not a manufacturer of all such items which are a pre-requisite for extending MSE benefits of purchase preference but is a manufacturer of at least one of the item(s) of the package, then benefits of 'Bid Security' and 'Tender fee' exemption only shall be extended in such cases and its bid shall be evaluated/ treated as Non-MSE bid. In support of above claim regarding manufacturing of each of the specified Item(s), Bidder will furnish necessary details of Stores/ Category of items etc. as mentioned in the MSE registration certificate along with the Undertaking. Format

		<p>for declaration/ undertaking to be submitted by bidder is provided under Standard Formats and Checklists as Annexure-16 - "Format for Undertaking by MSE Bidder".</p> <p>In case, such details are not available in the Registration Certificate furnished by the Bidder for any of the above item(s), other relevant details/ documentary evidence will be furnished along with the Undertaking in support of the claim that such item(s) are manufactured by the Bidder</p>
6.0	NOT USED	NOT USED
7.0	NOT USED	NOT USED
8.0	Clarification on Bidding Documents (ITB clause no- 6.0)	<p>Add following para to ITB clause no- 6.0 Pre-bid conference</p> <p>The Bidder or his authorised representative is invited to attend pre-bid conference which will take place through online video- conferencing (on Microsoft Teams) and bidder can participate in the pre-bid conference from his own office/location. Bidder shall be required to furnish the email IDs of its authorized persons who shall attend the pre-bid conference. Maximum two persons shall be allowed to participate in the pre-bid conference from each organization. The link of the tele- conferencing shall be shared by OWNER through e-mail. Bidder can send their e-mail IDs on solarcell@ircon.org</p>
9.0	Documents Comprising the Bid (ITB clause 10)	<p>Modify ITB clause no.-10.0 as below:</p> <p>The Bid shall comprise of following components:</p> <p>Stage-I :Techno-Commercial bid</p> <p>(a) Techno-commercial Bid Form (Online)</p> <p>(b) Earnest Money Deposit / Bid Security (Offline)</p> <p>(c) Integrity Pact (offline)</p> <p>(d) Power of Attorney to sign the Techno- Commercial bid (offline)- A power of attorney, duly notarized by Notary Public, indicating that the person signing and submitting the bid digitally has the authority to sign the bid and the bid is binding upon the Bidder during the full period of its validity in accordance with ITB Clause titled 'Period of Validity of Bids' (The Authority of the person issuing the Power of Attorney shall also be submitted</p> <p>(e) Documentary evidence in support of establishing the Bidder meeting the Qualifying Requirements (QR) (online).</p> <p>(f) Conformity to the Technical Specifications & Scope of Work (online as an attribute)</p> <p>(g) EFT Form, Registration details etc. (Online)</p> <p>(h) Declaration of local Content (online)</p> <p>(i) Not Applicable</p> <p>(j) Annexure-17 Dimensional Details of Solar PV Modules (online)</p> <p>(k) Annexure-19 Declaration of Quoted Capacity of</p>

		<p>of main equipment (online) - Bidder shall indicate the total capacity of main equipment quoted by them in Annexure-19 of their Techno- Commercial Bid</p> <p>The minimum capacity of main equipment to be quoted by bidder shall be 100 MWp and in multiple of 100MWp thereafter and the maximum project capacity to be quoted by bidder shall be 600 MWp (6x100 MWp). In case a bidder does not provide Annexure-19 or provides the incomplete details as sought in Annexure-19, its bid will be rejected. Further in addition to the supply of main equipment, the bidder is required to supply mandatory spares of quantity 0.5% of the quantity of main equipment.</p> <p>(o) Annexure-20 Declaration for compliance to Domestic Content Requirement (DCR) for Solar PV Modules as laid down by MNRE (online).</p> <p>(p) Any other details required in the Bid Document. (Online)</p> <p>Stage-II : Price Bid</p> <p>The Price Bid submitted by the Bidder shall comprise of the following:</p> <p>The Bidder shall fill up the prices online at Electronic Form-Financial at E-TENDERING OF CPP portal.</p> <p>(a) Not Applicable</p> <p>(b) Price Bid Form (online)</p> <p>(c) Annexure – 5P (to be submitted online)- The bidder is required to furnish the declaration of Breakup of Nominal Ratings of Wattage Solar PV Modules in Annexure-5P before stipulated date and time of Stage-II Price Bid opening failing which online Price Bid of the bidder shall be rejected by OWNER as being non-responsive and Stage-II Price bid shall not be opened.</p> <p>In case a bidder provides the incomplete details as sought in Annexure-5P, then the evaluation shall be carried out considering that the bidder has quoted 530Wp modules (minimum nominal rating of modules to be supplied by bidder as per technical specification) for the entire quantity quoted by them.</p> <p>The total MWp declared in Annexure-5P shall be equal to the total quoted capacity declared in Annexure-19. In case of discrepancy between the total MWp capacity declared in Annexure-5P and Annexure-19, the capacity declared in Annexure-19 shall prevail.</p>
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		<p>(d) Priced Bill of Quantity (BOQ) (online)</p> <p>(Bidders may note that Price Bid together with its attachment and price schedule should not be uploaded in Technical Part of Portal).</p>
10.0	Bid Prices (ITB clause 11)	<p>Modify ITB clause no.-11.0 as below:</p> <p>The price adjustment towards Wafer of each shipment payable by the successful bidder of Tender-2 (i.e. for SPV Modules) to the successful bidder(s) of Tender-1 (i.e. for SPV Cells) shall be computed as mentioned hereunder. Further, the same amount for price adjustment towards Wafer of each shipment paid by the successful bidder of Tender-2 (i.e. for SPV Modules) to the successful bidder(s) of Tender-1 (i.e. for SPV Cells) shall be paid by the Owner to the successful bidder of Tender-2 (i.e. for SPV Modules)</p> <p>EC = A1X B1- A0XB0</p> <p>EC = Adjustment to Ex- works price of Wafer expressed in the currency of the Contract payable to the Supplier for each shipment/dispatch.</p> <p>A0 - Base fixed price of Wafer as on Day of Invitation of Tender as per: https://www.infolink-group.com/spot-price/. A1- Average Price of wafer as applicable on the 7 days prior to the Notice to Proceed as per: https://www.infolink-group.com/spot-price/</p> <p>B0: Base Exchange Rate for conversion of USD to INR as on Day of Invitation of Tender as per the reference. https://www.rbi.org.in/</p> <p>B1: Adjusted exchange rate shall be the price 7 days prior to Notice to Proceed as per RBI reference. https://www.rbi.org.in/</p> <p>Price adjustment in Modules is limited to wafer component only, balance all components shall remain fixed.</p> <p>Bidders shall quote such that the total bid price (including taxes & duties) covers all the Supplier's obligations mentioned in or to be reasonably inferred from the bidding documents including all requirements in accordance with the requirements of the Technical Specifications & Scope of Work including testing etc. Bidders are required to</p>

		<p>quote the price for the commercial, contractual and technical obligations outlined in the bidding documents.</p> <p>Bidders are required to fill up their total bid Price (including taxes & duties) in the Electronic Form on the E-TENDERING OF CPP Portal uploaded in the E-TENDERING OF CPP Portal (Financial Part). Further, Breakup of Nominal Ratings of Wattage of Solar PV Modules is also to be quoted in Annexure-5(P) and uploaded in the E-TENDERING OF CPP Portal (Financial Part). Bids not containing Annexure-5(P) will be rejected.</p> <p>Separate numbered Schedules shall be used for each of the following elements and all the bidders shall be required to furnish the detailed break-up of prices i.e. Unit Rates of the items along with their Price Bid in accordance with the price schedules. The Bidders shall present their prices in the following manner:</p> <p>The sum total amount of the Schedule 1, 2 & 3 shall be equal to the final price (including taxes and duties) as quoted by the bidders.</p> <p>Schedule No. 1: Ex-Works (India) Supply of SPV Modules and Mandatory Spares.</p> <p>Schedule No. 2: Local Transportation including Inland Transit Insurance and other local costs incidental to delivery of the Plant and Equipment including Mandatory Spares to Pavagada project site in Karnataka shall be quoted in Schedule-2.</p> <p>Schedule No. 3 Goods and Services Tax (GST), applicable on Schedules – 1 & 2.</p> <p>“Goods and Services Tax” or “GST” means taxes or cess levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, Goods and Services Tax (Compensation to States) Act and various State/Union Territory Goods and Services Tax Laws and applicable cesses, if any under the laws in force (hereinafter referred to as relevant GST Laws) w.e.f. 01.07.2017, which shall be fully complied with by Bidders.</p> <p>In the Schedules, Bidders shall give the required details and a breakdown of their prices as follows:</p> <p>(a) Supply of SPV Modules and Mandatory Spares to be supplied from within the OWNER’s country (Schedule No. 1) shall be quoted on EXW (Ex-Factory, Ex-Works, Ex-Warehouse or Off-the-Shelf, as applicable) basis and shall be inclusive of all costs as well as taxes, duties and levies paid or payable on components and raw materials incorporated or to be incorporated in the facilities.</p>
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		<p>(b) Local Transportation including Inland Transit Insurance and other local costs incidental to delivery of the Plant and Equipment including Mandatory Spares to Pavagada project site in Karnataka shall be quoted in Schedule-2.</p> <p>(c) The prices quoted in Schedule Nos. 1 & 2 shall be inclusive of all Taxes, Duties, Levies & charges, except Goods and Services Tax (GST), payable in the OWNER's country as of seven (7) days prior to the deadline for submission of price bids.</p> <p>(d) Goods and Services Tax (GST) applicable on goods and services specified in Schedule Nos. 1 & 2 shall not be included in respective schedules but shall be quoted separately in Schedule No. 3. The Goods & Services Tax (GST) quoted by the bidder in Schedule No. 3 shall be as applicable in the OWNER's country as on seven (7) days prior to the deadline for Bid submission.</p> <p>Due Input Tax credits under GST as per the relevant Govt. Policy, wherever applicable, shall be taken into account by the Bidder while quoting his price.</p> <p>The terms EXW, FOB, CIF etc., shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, 38, Cours Albert 1er, 75008, Paris, France.</p>
11.0	<p>PRICE BASIS {ITB Clause 12.0 & GPC Clause 16.0}</p>	<p>Prices shall be on Variable price basis and shall remain Variable till completion of contract.</p> <p>However, as mentioned in SPC Clause 10.0 above, the Price adjustment in Modules is limited only to wafer component only, balance all components shall remain fixed.</p>
12.0	<p>Bid Security / Earnest Money Deposit (EMD) {ITB Clause 14.7 & 14.8}</p>	<p>ITB Clause 14.7 shall be replaced and read as:</p> <p>The Earnest Money Deposit of the successful Bidder to whom the Purchase Order/Contract is awarded will be returned when the said Bidder has furnished the CPG/Security Deposit, as applicable. in the name of Owner.</p> <p>ITB Clause 14.8 shall be replaced and read as:</p> <p>The EMD may be forfeited</p> <p>a) If the Bidder withdraws or varies its Bid during the period of Bid validity;</p> <p>b) If the Bidder does not accept the correction of its Bid</p>

		<p>Price pursuant to ITB Sub Clause 29.0; If the bidder refuses to withdraw, without any cost to OWNER, any deviation, variation, additional condition or any other mention is found anywhere in the Price bid, contrary to the provisions of bidding documents, read in conjunction with its amendments / errata / clarification / addenda;</p> <p>c) In the case of a successful bidder, if the bidder fails within the specified time limit to furnish the acceptance of NOA/Letter of Award /Purchase Order/Service Order.</p> <p>d) In the case of a successful bidder, if the Bidder fails within the specified time limit to furnish the required Contract Performance Guarantee, if the same is required as per conditions of the NOA/P.O / LOA</p> <p>e) If the bidder / his representative commits any fraud while competing for this Purchase Order/contract pursuant to Fraud Prevention Policy of OWNER.</p> <p>f) In case the bidder / Supplier is disqualified from the bidding process in terms of section 3 & 4 of Integrity pact.</p> <p>g) If the Bidder fails to sign Tripartite Agreement within the valid time period as per the Tender Document Condition.</p> <p>h) Tripartite condition as mentioned above in Forfeiture of EMD</p> <p>Following sub-clauses to be added as follows:</p> <p>Earnest Money Deposit (EMD) / Bid Security</p> <p>The tenderer must furnish the Earnest Money for the work as specified failing which the tender shall be summarily rejected. The Earnest Money may be in any one of the following forms:</p> <p>Pay Order/Demand Draft/Bank Guarantee from any Scheduled Bank in India in favour of Ircon Renewable Power Limited payable at a place as given in Appendix to Tender. It is mandatory for bidders to provide their Banker's details (Name of Bank & Branch) along with their own bank details (Account No., Name of Account Holder, NEFT/RTGS details).</p> <p>Fixed Deposit Receipt issued by any Scheduled Bank in India endorsed in favour of IRCON RENEWABLE POWER LIMITED</p> <p>EMD value up to 10 Lacs must be in the form of Pay Order/DD/FDR. In addition, EMD may also be paid through NEFT or RTGS in IRPL's bank account no.: Beneficiary Name: Ircon Renewable Power Ltd. Axis Bank Current Account No. 922020009578697, Branch-Square One, Saket, New Delhi-110017, IFSCUTIB0000160" payable at</p>
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		<p>New Delhi and email ID: emdbg@ircon.org. In case of EMD amount being more than 10 Lacs it can also be deposited in the form of irrevocable bank guarantee valid for minimum 180 days beyond the last date of submission of bid , issued by schedule bank as per the format enclosed at Annexure-7, Volume-I, Section-III, Standard Formats & Check Lists – EMD / BID SECURITY FORM under the BIDDING DOCUMENT. <u>BG not valid for 180 days beyond the last date of submission of bid, will not be considered a valid EMD instrument. The BG must be made invocable at any branch in Delhi/NCR of the issuing bank.</u></p> <p>The schedule bank issuing the bank guarantee must be on the Structure Financial Messaging System (SFMS) platform. A separate advice of the BG shall invariably be sent by the issuing bank to the Owner’s bank through SFMS and only after this, the BG shall become operative and acceptable to the Owner.</p> <p>Earnest Money in the form of Pay Order/DD/FDR/BG shall be scanned & uploaded through online e-Procurement process. Further EMD in original form along with a copy of ‘SFMS – Messaging Report’ sent by the BG issuing Bank sealed in an envelope must be received by Owner at the address specified in the NIT not later than the prescribed date and time for e-bid submission. Proof of transaction towards payment of Earnest Money through NEFT or RTGS shall be scanned either in PDF or JPEG format such that file size is not more than 5 MB and uploaded during the online submission of the e-bid not later than the prescribed date and time for e-bid submission.</p> <p>No interest shall be allowed on Earnest Money Deposit.</p> <p>Forfeiture of Earnest Money:</p> <p>The Earnest Money of the tenderer shall be forfeited if he withdraws his tender after opening of the tender during the period of tender validity specified or extended validity period as agreed to in writing by the tenderer.</p> <p>The Earnest Money of the successful tenderer is liable to be forfeited if he fails to; sign the Contract Agreement and/or Tripartite Agreement in accordance with the terms of the tender, or furnish the Performance Bank Guarantee(PBG) in accordance with the terms of the tender, or commence the work within the time period stipulated in the tender.</p> <p>In case any of successful Bidder(s) of Tender -1 and/or Tender -2 fail to execute the Tripartite Agreement within 28 days of issue of Notification of Award to the successful Bidder(s) of Tender-2 then the EMD/Bid Security of the defaulter bidder shall be forfeited.</p>
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In case of forfeiture of EMD, the tenderer shall be debarred from bidding in case of re-invitation of the tenders.

Return of Earnest Money:

The Earnest Money of the unsuccessful tenderers in the form of FDR/BG shall be discharged and returned as promptly as possible and the Earnest Money in the form of DD/Pay Order/ NEFT or RTGS shall be directly credited to his bank account through Electronic Fund Transfer, under advice to the bidder.

The Earnest Money Deposit of the successful tenderer shall be dealt as under:

The Earnest Money Deposit of the successful bidder(s) shall be returned after the submission of the Performance Bank Guarantee / Performance Security in the acceptable form as per the relevant contract conditions and verification of the same from the issuing bank.

In case, there is no provision in the contract for submission of Performance Bank Guarantee:

If the Earnest Money Deposit (EMD) is in the form of Fixed Deposit Receipt (FDR)/ Bank Guarantee (BG), the FDR/BG shall be returned after deduction an equivalent amount from the first on account bill and further deduction of retention money from the bills shall commence after adjusting this EMD amount.

If the Earnest Money Deposit (EMD) is in the form of Demand Draft/ Pay Order/ NEFT/ or RTGS, the same shall be retained towards retention money and further deduction of retention money from the bills shall commence after adjusting this EMD amount.

In case any of successful Bidder(s) of Tender -1 and/or Tender -2 fail to execute the Tripartite Agreement within 28 days of issue of Notification of Award to the successful Bidder(s) of Tender-2 then the EMD/Bid Security of the defaulter bidder shall be forfeited.

13.0	<p>CONFIRMATION OF BGS (BID SECURITY, CONTRACT PERFORMANCE GUARANTEE) THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM</p>	<p>While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to OWNER's Beneficiary Bank whose details are provided herein below:</p> <table border="1" data-bbox="756 1866 1437 1934"> <tr> <td data-bbox="756 1866 854 1934">i</td> <td data-bbox="854 1866 1078 1934">Beneficiary Name</td> <td data-bbox="1078 1866 1437 1934">Ircon Renewable Power Limited</td> </tr> </table>	i	Beneficiary Name	Ircon Renewable Power Limited
i	Beneficiary Name	Ircon Renewable Power Limited			

	<p>(SFMS)/SWIFT {ITB Clause 15.0}</p>	<table border="1"> <tr> <td>ii</td> <td>BANK NAME</td> <td>Axis Bank</td> </tr> <tr> <td>iii</td> <td>BRANCH</td> <td>Branch-Square One, Saket, New Delhi- 110017</td> </tr> <tr> <td>iv</td> <td>Bank Address</td> <td>Branch-Square One, Saket, New Delhi- 110017</td> </tr> <tr> <td>v</td> <td>IFSC Code</td> <td>UTIB0000160</td> </tr> </table>	ii	BANK NAME	Axis Bank	iii	BRANCH	Branch-Square One, Saket, New Delhi- 110017	iv	Bank Address	Branch-Square One, Saket, New Delhi- 110017	v	IFSC Code	UTIB0000160	
ii	BANK NAME	Axis Bank													
iii	BRANCH	Branch-Square One, Saket, New Delhi- 110017													
iv	Bank Address	Branch-Square One, Saket, New Delhi- 110017													
v	IFSC Code	UTIB0000160													
<p>14.0</p>	<p>Ineligibility For Future Tenders {ITB Clause 16.0 & 42.0}</p>	<p>Replace ITB clause 16.0 and 42.0 with following:</p> <p>42.1 Ineligibility for participation in re-tender</p> <p>Notwithstanding the provisions specified in ITB Clause titled ‘Annulment of award’, if a bidder after having been issued the Notification of Award, either does not sign the Contract Agreement pursuant to ITB Clause titled ‘Signing the Contract Agreement’ or does not submit an acceptable Performance Security pursuant to ITB Clause titled ‘Performance Security’, and which result in retendering of the package, then such bidder shall be treated ineligible for participation in re-tendering of this particular package.</p> <p>42.2 Ineligibility for participation in future tenders</p> <p>i) If a bidder after opening of tenders where EMD is ‘NIL/ Not applicable’ or exempted for bidders as per policy guidelines, withdraws its offer within the validity period of the offer, then such bidder shall be treated as ineligible for participation in the future tenders issued from NTPC for a period of 6 months from the date of withdrawal of the bid /refusal to the above mentioned conditions.</p> <p>If a bidder after having been issued the Notification of Award/Purchase Order of a package where EMD is ‘NIL/Not applicable’ or exempted for bidder as per policy guidelines, either does not accept the Notification of Award/Purchase Order or does not sign the Contract Agreement pursuant to ITB Clause titled ‘Signing the Contract Agreement’ or does not submit an acceptable Performance Security pursuant to ITB Clause titled ‘Performance Security’, and which result in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of this particular package and</p>													

		contractual action may be taken as per provisions of the Bidding documents. Further, such vendor shall also be dealt as per the provisions of the policy for Withholding and Banning of Business Dealings.
15.0	VALIDITY OF OFFER {ITB Clause 17.0}	<p>The Stage-I (Techno-Commercial) Bid initially shall remain valid and open for acceptance for One Hundred Eighty Days (180) days from the deadline set for submission of Stage-I (Techno-Commercial) Bid.</p> <p>Stage-II (Price) Bid including Stage-I (Techno-Commercial) Bid to the extent not contrary to the bidding documents read in conjunction with the amendments/ errata/ clarification issued shall remain valid and open for acceptance for One Hundred Eighty Days (180) days from the deadline set for submission of Stage-II (Price) Bid.</p> <p>The bids valid for a shorter period shall be rejected by OWNER as being non responsive.</p>
16.0	PHYSICAL BID Bid Security, POA, Pass Phrases, Deed of Joint Undertaking (if applicable) etc. {ITB Clause 20.1.1}	<p>The Techno-Commercial Bid and Price Bid shall be submitted separately in two stages.</p> <p>In Stage-I, the Techno-Commercial Bid comprising of documents as stipulated in ITB Clause-10 titled Documents Comprising the Stage-I (Techno-Commercial) Bid' shall be submitted in mode specified against each document.</p> <p>In Stage-II, Price Bid comprising of documents as stipulated in ITB Clause-10 titled 'Documents Comprising the Stage-II Bid' shall be submitted in mode specified against each document.</p> <p>Replace ITB clause 20.1.1 (ii) & (iv) as below:</p> <p>(ii) Integrity Pact</p> <p>The following attribute shall be required to be mandatorily confirmed by the bidder at e-tendering portal, without which its bid cannot be submitted:</p> <p>“Do you Commit to all the provisions of the Integrity Pact”</p> <p>On Bidder's acceptance to the above attribute, Bidder / JV Partner(s)/ Consortium members confirm to have read, understood and unconditionally accept & commit to all the contents, terms, conditions and undertakings mentioned in the Integrity Pact which has been pre-signed by the OWNER and enclosed with the Bidding Documents. On Acceptance of the above attribute, Integrity Pact shall be considered signed by the Bidder / JV Partner(s)/ Consortium members and the same shall come into force</p>

		<p>from the date of submission of bid. (Format of Integrity Pact is annexed at Annexure-13 of Volume-I Section-IV)</p> <p>iv) Certificate of NIL Deviation (Annexure 01 of Vol I Section III)- Acceptance of attribute as per ITB clause no-18.</p>
17.0	<p>ON-LINE {ITB Clause 20.2}</p>	Last Para of ITB clause no-20.2- DELETED
18.0	<p>Techno-Commercial Bid (A) TECHNICAL PART</p>	<p>Add Annexure-17 - (Dimensional details for Modules for design of Module Mounting arrangement being provided by Bidder)</p> <p>Add Annexure-22 Declaration Certificate by the Bidder(s)</p> <p>Add Annexure-19 Declaration of Quoted Capacity of PV Module (Online)</p>
19.0	<p>Price Bid FINANCIAL ELECTRONIC FORM {ITB Clause 20.2.2}</p>	<p>Modify ITB clause 20.2.2 as below:</p> <p>The Price Bid should be quoted in the electronic form only on e- Tendering of CPP portal. Price Schedules (Excel sheet) and the following Annexures/Attachments shall be uploaded at etender portal (Financial Part):</p> <ol style="list-style-type: none"> Price Schedules <ul style="list-style-type: none"> Annexure No. 5-P- (Declaration of Breakup of Nominal Ratings of Wattage/ efficiency of Solar PV Modules)- To be submitted Online as stipulated in bidding documents <p>Bidder has to ensure that their bid submission is complete in all respect before the last date and time for bid submission.</p> <p>Bidders shall necessarily submit the prices on-line in the Financial Part on the CPP Portal only.</p> <p>For preparation of the “Price Bid”, Bidders are expected to take into account the requirements and conditions of the bidding documents. The Price Bid shall be made in the Financial Part of the Electronic Form on the CPP Portal only of Bidding Documents.</p> <p>The rate quoted by the bidder shall be inclusive of all provisions for incidental expenses necessary for proper execution and completion of the work in accordance with the terms & condition of the bidding document.</p> <p>All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the special purchase conditions, on VARIABLE price basis and to remain</p>

		valid during the currency of the Contract.
20.0	<p>Note: {ITB Clause 20.2.2}</p>	<p>Modify Note-7 as below:</p> <p>Separate numbered Schedules shall be used for each of the following elements and all the bidders shall be required to furnish the detailed break-up of prices i.e. Unit Rates of the items along with their Price Bid in accordance with the price schedules. The Bidders shall present their prices in the following manner:</p> <p>The sum total of the Schedule 1, 2 & 3 shall be equal to the final price (including taxes and duties) as quoted by the bidder. However, GST applicable on Schedule 1 & Schedule 2 which are not included in Price schedule 1 & 2, shall be quoted in Schedule 3 by the bidder.</p> <p>Schedule No. 1: Ex-Works (India) Supply of Plant and Equipment including Mandatory Spares</p> <p>Schedule No. 2: Local Transportation upto Pavagada SPV Project site at Pavagada in Karnataka, Inland Transit Insurance & other local costs incidental to delivery of Solar PV Modules (including mandatory spares) in a closed trailer.</p> <p>Schedule No. 3: Goods and Services Tax (GST), applicable on Schedules – 1 & 2, not included in bid price.</p>
21.0	Deleted	Deleted
22.0	<p>“Preliminary Examination of Techno- Commercial Bid” (ITB Clause 25.1)</p>	<p>Add new para under ITB clause 25 titled “Preliminary Examination of Techno-Commercial Bid”</p> <p>25.1 Bidders shall certify their compliance to ITB Clause “Restrictions on procurement from a Bidder of a country which shares a land border with India” by accepting the following attribute in the Electronic Forms on the CPP e-tender Portal:</p> <p>“Do you certify full compliance on ITB Clause “Restrictions on procurement from a Bidder of a country which shares a land border with India</p> <p>Acceptance of above attribute shall be considered as Bidder's confirmation that Bidder has read and understood the ITB Clause regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India” and its bid is in compliance to this clause.</p> <p>In case it is established that Bidder has provided any false information in pursuance of the aforesaid ITB Clause, while competing for this contract, then its bid shall be rejected.</p> <p>In case of a successful bidder, if it is established that the Bidder has not complied with terms of aforesaid ITB</p>

		<p>Clause, during execution of contract, this would be a sufficient ground for immediate termination of the contract as per GCC Clause titled 'Termination for Supplier's Default' and shall be dealt accordingly.</p> <p>In case requisite bid security pursuant to ITB Clause titled 'Bid Security', is not submitted before the stipulated Price Bid submission closing date and time then Bid shall be rejected by the OWNER as being non- responsive and shall not be opened.</p> <p>In case a bidder does not provide Annexure-19 and / or provide the incomplete details as sought in Annexure-19, its bid will be rejected.</p>
23.0	<p>Evaluation Of Techno-Commercial Bids {ITB Clause 27.0}</p>	<p>Add following after 1st para of ITB Clause 27.0</p> <p>Bidder may note that deviations, variations and additional conditions etc. found anywhere in the bid, shall not be given effect to in evaluation and it will be assumed that the Bidder complies with all the conditions of Bidding Documents.</p>
24.0	<p>Preliminary Examination Of Price Bid (ITB Clause-28.0)</p>	<p>Add the following at start of ITB Clause-28.0</p> <p>After evaluation of Stage-I (Techno-Commercial) Bid, OWNER shall open Stage-II (Price) bid from the bidders who have been considered qualified and whose bid has been considered Techno-Commercially responsive.</p> <p>In case requisite bid security extension pursuant to ITB Clause titled 'Bid Security', is not submitted before the stipulated Techno-Commercial Bid submission closing date and time then Bid shall be rejected by the OWNER as being non- responsive and shall not be opened.</p>
25.0	<p>Evaluation Criteria {ITB Clause 30.0}</p>	<p>The Evaluation of Bids shall be done as follows:</p> <p>Bidders shall quote Total Bid price (including taxes and duties) in the electronic form of Financial Part on CPP portal. Bidders shall arrive at the total quoted Bid Price as under:</p> <p>Total Quoted Bid Price (QC) (in INR) = (Price for Schedule-1+ Price for Schedule-2 + Price for Schedule-3)</p>
26.0	<p>Award Criteria {ITB Clause 34.0}</p>	<p>Replace ITB clause no.-34 with following:</p> <p>Subject to ITB Clause 33, the Owner will award the contract to the successful Bidder(s) whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the</p>

		<p>Bidder is determined to be qualified to perform the contract satisfactorily as per provisions of clause 4.0 and 4.1, if applicable</p> <p>After evaluation of bids pursuant to ITB clause- 30.0, bidders would be ranked in ascending order as L1, L2, L3, L4 and so on with L1 being the bidder with lowest Evaluated Bid Price. Once the ranking is done, bucket filling approach shall be adopted for the total capacity based on the ranking of bidders and their quoted project capacity in the following manner:</p> <p>A. The L1 bidder shall be the successful bidder and shall be awarded their quoted capacity.</p> <p>B. If any balance capacity is left in the bucket, other bidders, in order of their ranking (L2, L3...), shall be offered to match their evaluated price with the L1 Evaluated Bid Price (EBP) as brought out at Clause no 25 of SPC for their respective quoted capacity or the balance capacity in the bucket, whichever is lower, subject to the following conditions:</p> <ul style="list-style-type: none"> i. <i>If any bidder declines to accept to match their evaluated price with L1 evaluated price, next higher bidder shall be offered to match with L1 evaluated price and so on.</i> ii. <i>If any bidder in the bucket is offered part capacity of their quoted capacity, and he declines to accept the part capacity, next higher bidder shall be offered to match with L1 evaluated price for their respective quoted capacity or the balance capacity in the bucket, whichever is lower.</i> <p>C. If, in case, any capacity is left unallotted, bidders who have already been allotted capacities in the bucket filling mode (as per para 'a' and 'b' above) may be asked to increase the size of their allotted project capacity subject to the following conditions:</p> <ul style="list-style-type: none"> iii. If the bidder agrees to enhance their capacity, the revised capacity will be accepted on matching their evaluated price with L1 evaluated bid price. iv. In such a scenario, the first opportunity will be given to L1 bidder and subsequently to other bidders (only those who have already been allotted capacities in the first round of bucket filling) in order of their ranking to increase the size. v. If any bidder declines to enhance the capacity and/ or partially enhances within
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		<p>the available leftover capacity, next higher bidder in order of their ranking shall be given the opportunity to enhance their allotted capacity for the remaining capacity.</p> <p>D. Step 'b' and 'c' shall be followed till the capacity bucket is fully allotted or all the evaluated bidders (in order of their ranking) have been provided with the opportunity to match their evaluated price with the L1 evaluated price, and allottee bidders are given an opportunity, if required (in order of their ranking), to enhance their capacities for the remaining capacity in the bucket, whichever comes earlier.</p> <p><i>Note: For bidders other than L1 evaluated bidder, the right to refusal to match with L1 evaluated price shall rest with the bidder and will not affect the bidder's eligibility for current/ future tenders.</i></p> <p>The contract shall be awarded to each successful bidder/s at the following price:</p> <p>Award Price (INR) = (Price for Schedule-1+ Price for Schedule-2 + Price for Schedule-3</p> <p>*Including mandatory spares of 0.5% of main equipment</p> <p>In case the capacity offered by last selected bidder is higher than the capacity to be selected for meeting the requirement under this tender, the capacity of last selected bidder shall be reduced so as to meet the capacity of the package to be selected under the tender subject to the minimum reduced capacity is not less than 100 MWp.</p> <p>The Bidder will be required to comply with all requirements of the Bidding Documents without any extra cost to the OWNER, failing which his Earnest Money Deposit shall be forfeited.</p> <p>E. Successful Bidder(s) shall require to sign tripartite agreement between the Owner and the successful Bidder(s) of tender-1 immediately after confirmation of bid evaluation result.</p>	
27.0	<p>Construction of Contract ITB Clause 35.0 and GPC Clause 8.0</p>	<p>Replace ITB Clause 35.0 and GPC Clause 8.0 by following: The mode of contracting with the successful bidder will be as per stipulation outlined in GPC Clause titled 'Construction of the Contract' and briefly indicated below</p> <p>In the case of successful Domestic Bidder, the award shall be made as follows:</p> <p>Contract: For Ex-works (India) supply of Solar PV</p>	
<p>MONO PERC BIFACIAL SOLAR MODULES FOR PAVAGADA SOLAR PV PROJECT AT PAVAGADA IN KARNATAKA BIDDING DOCUMENT NO.: IRPL/SOLAR/SOLAR PV MODULES/9</p> <p style="text-align: center;">199</p>		<p>Volume II Section I (SPC)</p>	<p>Page 17 of 55</p>

		<p>Modules and mandatory spare including Local Transportation upto Pavagada SPV Project site at Pavagada in Karnataka including Inland Transit Insurance and other local costs incidental to delivery of the Solar PV Modules including Mandatory Spares.</p>
<p>28.0</p>	<p>Integrity Pact {ITB Clause 40.0}</p>	<p>Replace ITB clause no.-40 as below:</p> <p>Integrity Pact</p> <p>OWNER has in place an Integrity Pact details are as per Annexure-13 to the Bidding Documents The Integrity Pact (IP) envisages an agreement between the prospective vendors / bidders and the buyer, committing the persons / officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The Bidder along with its associate / collaborator / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to the Integrity Pact as per Annexure-13 to the Bidding Documents</p> <p>“The following attribute shall be required to be mandatorily confirmed by the bidder at e-tendering portal, without which its bid cannot be submitted:</p> <p>“Do you Commit to all the provisions of the Integrity Pact”</p> <p>On Bidder’s acceptance to the above attribute, Bidder / JV Partner(s)/ Consortium members confirm to have read, understood and unconditionally accept & commit to all the contents, terms, conditions and undertakings mentioned in the Integrity Pact which has been pre-signed by the OWNER and enclosed with the Bidding Documents. On Acceptance of the above attribute, Integrity Pact shall be considered signed by the Bidder / JV Partner(s)/ Consortium members and the same shall come into force from the date of submission of bid. (Format of Integrity Pact is annexed at Annexure-13 of Volume-I Section-III)</p> <p>Independent External Monitor (IEM):</p> <p>In respect of this package, the Independent External Monitor (IEM) would be monitoring the bidding process and execution of contract to oversee implementation and effectiveness of the Integrity Pact Program</p> <p>The names of Independent External Monitor(s) (IEMs) who have been appointed by OWNER, in terms of Integrity Pact (IP) which forms parts of the OWNER Tenders/Contracts are provided at OWNER website http://www.etenders.gov.in</p>

		<p>The panel is authorized to examine/consider all references made to it under this tender. The bidder(s), in case of any dispute(s)/complaint(s) pertaining to this package may raise the issue either with the designed 'Nodal Officer' in OWNER or directly with the IEM at OWNER office at following Address:</p> <p>Chairman, IRPL IRCON RENEWABLE POWER LIMITED C-4, DISTRICT CENTRE, SAKET, NEW DELHI-110017 PHONE:+91-11-26530245; FAX:+91-11-26854000,26522000 Website: www.ircon.org E-Mail: solarcell@ircon.org, Mobile No.: 8800692402</p> <p>The Independent External Monitor (IEM) has the right to access without restriction to all Project documentations of the OWNER including that provided by the Supplier . The Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Supplier /Sub-Contractors / JV Partners / Consortium member with confidentiality.</p> <p>The Nodal officer for necessary coordination in this regard shall be as under:</p> <table border="1" data-bbox="771 1234 1451 1430"> <tr> <td>HOD of Contracts & Materials</td> <td>For issue pertaining to Contract Services</td> </tr> <tr> <td>Head of concerned department</td> <td>For issue pertaining to other Department</td> </tr> <tr> <td>Head of Project/Business Unit Head (BUH)</td> <td>For issue pertaining to Project/Plant</td> </tr> </table>	HOD of Contracts & Materials	For issue pertaining to Contract Services	Head of concerned department	For issue pertaining to other Department	Head of Project/Business Unit Head (BUH)	For issue pertaining to Project/Plant
HOD of Contracts & Materials	For issue pertaining to Contract Services							
Head of concerned department	For issue pertaining to other Department							
Head of Project/Business Unit Head (BUH)	For issue pertaining to Project/Plant							
29.0	NOTIFICATION OF AWARD & CONTRACT AGREEMENT	<p>Add following clause to ITB</p> <p>Prior to the expiration of the period of bid validity, the Owner will notify the Successful bidder in writing by registered letter or by telefax or by email, to be confirmed in writing by registered letter, that its bid has been accepted.</p> <p>Later, Owner shall issue the Notification of Award (NOA) to the successful bidder(s) and shall also constitute the formation and execution of the contract agreement. The Formats of NOA and Agreement / Contract Agreement shall be enclosed with the bid</p>						

		documents in the tender.
30.0	Signing of Contract Agreement	<p>Add following clause to ITB</p> <p>At the same time, as the Owner notifies the Successful bidder / Module Manufacturer that its bid has been accepted, the Owner will send the Bidder the Contract Agreement provided in the bidding documents, incorporating all Agreements between the parties. Within twenty-eight (28) days of receipt of the Contract Agreement, the Successful bidder shall sign and date the Contract Agreement and return it to the Owner. Cost of preparing Contract Agreement shall be borne by the bidder.</p> <p>Module Manufacturer / Supplier i.e. successful bidder(s) of Tender-2 shall issue the Notification of Award to SPV Cells Supplier i.e. Successful bidder of Tender-1 and shall also enter into a Contract Agreement with Successful bidder of Tender-1 as per the terms and condition of Tender-1 and accordingly, Tripartite Agreement shall be executed between the Owner, Module Manufacturer / Supplier and SPV Cells Supplier.</p>
31.0	Annulment of award	<p>Add Clause Annulment of Award to ITB Annulment of award</p> <p>Failure of the successful Bidder (s) to comply with the requirements of ITB Clause titled 'Signing the Contract Agreement' or ITB Clause titled 'Performance Security' shall constitute sufficient grounds for the annulment of the award.</p>
32.0	Restrictions on procurement from a Bidder of a country which shares a land border with India {ITB Clause 43.1}	Further the successful bidder shall not be allowed to sub-contract supplies/services/works to any "Sub-contractor" from a country which shares a land border with India unless such Sub-contractor is registered with the competent Authority as mentioned in SPC.
33.0	TRANSFER OF BID DOCUMENTS	Not Applicable
34.0	DOCUMENTS IN SUPPORT OF THE MEETING THE QUALIFYING REQUIREMENTS	<p>i) Purchase Order(s) Copy ii) Supporting Documents confirming the Qualifying Requirements vide above Purchase Order(s) iii) Completion Certificate from Client iv) Performance Certificate from Plant Owner v) Financial Statements as required vi) Any other required documents</p> <p>However, if any of the Work Orders/Purchase Orders/Letter of Awards/Contract Agreements pertains to the work executed by Bidder for OWNER in the past, then in respect of such Work Orders/Purchase Orders/Letter of Awards/Contract Agreements, Bidder shall not be required to enclose Client Certificate along with its Bid.</p> <p>All bidders, who are required to submit the details of the</p>

		<p>past experiences, shall submit all the documents, in support of Technical Qualification Requirements (such as copy of Purchase Orders/ Work Orders/ Contract Agreements/ Client Certificates etc.), duly certified and verified for authenticity from Independent Statutory Auditor of their Company or specified Third-Party Inspection Agency (TPIA).</p> <p>Further, wherever information can be drawn from books of accounts, records and other relevant documents, Bidders can also submit a certificate issued by their Independent Statutory Auditor certifying the data required for meeting the Technical Qualification Requirements.</p> <p>Such bidder shall be required to submit duly certified and verified documents from their Statutory Auditors or specified TPIA in support of meeting Technical QR along with a certificate regarding verification of authenticity of documents as per the format placed at Appendix-B to Attachment-12A (Undertaking from Statutory Auditor) and/ or Appendix-C to Attachment-12A (Undertaking from TPIA). All the documents submitted by the bidder in support of meeting Technical QR shall be digitally signed by the Statutory Auditor and/ or specified TPIA.</p> <p>In case documents are certified & verified for authenticity through TPIA, the verification and certification of authenticity of documents is acceptable from any of the following TPIAs:</p> <ol style="list-style-type: none"> 1) Société Générale de Surveillance / SGS India Pvt. Ltd.(SGS) 2) Gulf Lloyds Industrial Services (India) Pvt. Ltd (GLISPL) 3) International Certification Services (ICS) 4) TÜV Rheinland (India) Pvt. Ltd. 5) TÜV SÜD South Asia Pvt. Ltd. 6) TÜV India Pvt. Ltd. (TÜV Nord Group) 7) Intertek India Pvt. Ltd. 8) Moody International (India) Pvt. Ltd. 9) RINA India Pvt. Ltd. 10) Competent Inspectorate and Consultants LLP <p>The following website may be referred for contact details of above ten (10) TPIAs:</p> <p>http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php</p> <p>Any document pertaining to reference works/ plants in support of Technical QR, which is not certified by specified TPIA or Statutory Auditor of the bidder, as per the format enclosed with the bidding documents, shall not be considered verified/ certified for the purpose of evaluation, and the bid shall be liable for rejection.</p> <p>The Bidder shall be responsible to get their documents/</p>
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		credentials in support of Qualifying Requirements verified & certified by their Statutory Auditor(s) and/ or specified TPIAs. All the costs pertaining to third party verification and certification (including those by statutory auditors) shall be borne by the Bidder. OWNER shall have no liability (financial or otherwise) towards the same and shall not be liable for any claim/ dispute between the bidder and TPIA and/ or Statutory Auditor.
35.0	COMPLIANCE ON QUALIFYING REQUIREMENTS	<p>Bidders are required to furnish the details of the experience like authentic Work Orders/Purchase Orders/Letter of Awards/Contract Agreements, client certificates, completion certificate, etc. in support of meeting the Qualifying Requirements based on which selection is to be made. These references shall only be considered to ascertain the bidder's compliance to Qualifying Requirement (QR). No claims without supporting documents shall be accepted in this regard. However, if any of the Work Orders/Purchase Orders/Letter of Awards/Contract Agreements pertains to the work executed by Bidder for OWNER in the past, then in respect of such Work Orders/Purchase Orders/Letter of Awards/Contract Agreements, Bidder shall not be required to enclose Client Certificate along with its Bid.</p> <p>Bidders wishing to provide additional Work Orders/Purchase Orders/Letter of Awards/Contract Agreements are required to declare the same in similar format, which shall be additionally attached and uploaded.</p>
36.0	(DoE Order on Public Procurement)	<p>(Add New Clause to ITB 43.7)</p> <p>DoE's order (Public procurement 1) and (Public procurement 2) both dated 23.07.2020 for Restriction on procurement from a bidder of country which shares land border with India is attached at Annexure-I to SPC. Bidders are requested to take note of the same before submitted its bid.</p>
37.0	DELETED	DELETED
38.0	(Definitions & Terminology) Clause 1} {GPC	<p>Following new paragraph is added to Clause 1 of GPC.</p> <p>Sub-contractor from a country which shares a land border with India" means:</p> <p>a) An entity incorporated, established or registered in such a country; or b) A subsidiary of an entity incorporated, established or registered in such a country; or c) An entity substantially controlled through entities incorporated, established or registered in such a country; or d) An entity whose beneficial owner is situated in such a country; or e) An Indian (or other) agent of such an entity; or f) A natural person who is a citizen of such a country; or g) A consortium or joint venture where any member of</p>

		<p>the consortium or joint venture falls under any of the above.</p> <p>The beneficial owner for the purpose of above clause will be as under;</p> <p>a) In case of company of Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.</p> <p>Explanation</p> <p>i. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;</p> <p>ii. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements;</p> <p>b) In case of a partnership firms, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership</p> <p>c) In case of an unincorporated associations or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</p> <p>d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing officials;</p> <p>e) In case of a trust, the identifications of beneficial owner(s) shall include identification of the author of trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p>“Module Manufacturing Plant” shall mean the solar PV modules manufacturing plant located anywhere in India.</p> <p>“Notice to Proceed” or NTP shall mean shall mean notice to proceed which shall be provided by the Owner to</p>
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		<p>the Seller. The NTP shall be issued by the Owner or its Affiliates from time to time covering the supply schedule, quantity, technical specifications of the Cell or Module.</p> <p>“Lenders” means lenders, banks, financial institutions, other institutions, multilaterals, export credit agencies, governmental entities, noteholders, bondholders or other Persons providing or guaranteeing (including by way of providing political risk or commercial risk insurance) financing, refinancing or credit support to the Owner for the purposes of the Project, and any agent or trustee thereof.</p> <p>“Equipment / Plant & Equipment’s & Main Equipment’s” shall mean MONO PERC BIFACIAL SOLAR MODULES (“Solar PV Modules”).</p> <p>“Module Manufacturer / Supplier / Bidder / L-1 / Successful Bidder(s)” shall mean a party/entity responsible to execute the whole scope under the contract and working as a Contractor for the Owner and which shall execute Solar PV Cells Contract Agreement/NOA to the SPV Cell Supplier.</p>
39.0	<p>Order of the precedence of the Documents</p> <p>GPC Clause 3.0</p>	<p>Replace GPC Clause 3.0 by following</p> <p>The order of precedence of documents shall be as under:</p> <ol style="list-style-type: none"> a) Tripartite Agreement b) Contract Agreement along with its appendices. c) Notification of Award (NOA) d) Amendment to Bidding Documents e) Special Purchase Conditions f) Technical Specifications & Scope of Work & Field Quality Assurance plan g) General Purchase Conditions h) The Bid and Price Schedule submitted by the Module Manufacturer 1) Instructions to bidders <p>An amendment issued after issue of Contract shall take precedent over the formal Contract and all other contract documents.</p>
40.0	JURISDICTION	The Courts of Delhi shall have exclusive Jurisdiction in all matters arising under the Contract.
41.0	NOT USED	NOT USED
42.0	<p>INSURANCE {GPC Clause 17.0}</p>	<p>The bidders are required to insure the consignment till it is delivered to Owner’s Site at Pavagada, Karnataka in safe conditions and including unloading activity at site. The quoted price should be inclusive of Insurance Charges. The bidder is required to quote accordingly in the Price Schedule as provided in the bidding documents.</p> <p>Further, regarding, Module performance Insurance, bidders are requested to refer Technical Specification.</p>
43.0	FREIGHT	Freight cost shall be quoted by Module Manufacturer in the

	{GPC Clause 18.0}	required format.																										
44.0	DELIVERY SCHEDULE/COMPLETION SCHEDULE {GPC Clause 19.0}	<p>Delivery schedule for Solar PV Modules shall be as below:</p> <table border="1"> <thead> <tr> <th rowspan="2">S. N</th> <th rowspan="2">Activities/Milestone</th> <th colspan="2">Period from NOA (Days)</th> </tr> <tr> <th>Start</th> <th>Finish</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Issuance of NOA to SPV Cell Supplier /Engineering approval & Manufacturing plan approval.</td> <td>0</td> <td>10</td> </tr> <tr> <td>2</td> <td>Receipt of 30% of Total awarded Module Capacity (1st Lot) at site</td> <td>10</td> <td>104</td> </tr> <tr> <td>3</td> <td>Receipt of 30% of Total awarded Module Capacity (2nd Lot) at site</td> <td>40</td> <td>134</td> </tr> <tr> <td>4</td> <td>Receipt of 20% of Total awarded Module Capacity (3st Lot) at site</td> <td>70</td> <td>164</td> </tr> <tr> <td>5</td> <td>Receipt of 20% of Total awarded Module Capacity (4st Lot) at site</td> <td>100</td> <td>194</td> </tr> </tbody> </table> <p>Owner shall issue Monthly manufacturing clearance to Module Manufacturer through NTP on first week of every month until the completion of total awarded quantity.</p>	S. N	Activities/Milestone	Period from NOA (Days)		Start	Finish	1	Issuance of NOA to SPV Cell Supplier /Engineering approval & Manufacturing plan approval.	0	10	2	Receipt of 30% of Total awarded Module Capacity (1 st Lot) at site	10	104	3	Receipt of 30% of Total awarded Module Capacity (2 nd Lot) at site	40	134	4	Receipt of 20% of Total awarded Module Capacity (3 st Lot) at site	70	164	5	Receipt of 20% of Total awarded Module Capacity (4 st Lot) at site	100	194
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45.0	Contract Price	The contract price shall be as specified in the contract agreement. (Including Both for SPV Cells and SPV Modules)																										
46.0	PAYMENT TERMS {GPC Clause 21.0}	<p>In addition to the provisions of GPC Clause 21.0 the Payment will be made as per following Schedule:</p> <p>Payment against Plant and Equipment (including Mandatory Spares) shall be subjected to:</p> <ul style="list-style-type: none"> i) Acceptance of Notification of Award and Signing of the Contract Agreement. ii) Issuance of Notification of Award and Signing of the Contract Agreement with SPV cells Supplier iii) Submission by Module Manufacturer of an unconditional Bank Guarantee(s) towards Performance Security(s) in respect of all Contracts, all valid up to the Completion Period + 1 year Warranty (365 Days) + 60 days from the date of issue of NOA. The proforma of Bank Guarantee is enclosed Annexure-07, Volume-I, Section-III - Form of Performance Security Bank Guarantee iv) Submission of a detailed PERT Network/L2 Network based on the work schedule stipulated in Appendix to Form of the Contract Agreement 																										

and its approval by the Owner.

A. Plant and Equipment (including Mandatory Spares) supplied from within the Owner country (Schedule 1)

a) Ninety-Five Percent (95%) of Ex-Works price component of the Contract price for each identified equipment upon successful receipt of main equipment's at Project Site on prorata basis and on physical verification and certification by the Owner Engineer for the equipment received and stored at Pavagada Project Site on production of invoices and satisfactory evidence of shipment which shall be original Goods Receipt or Rail Receipt including Material Dispatch Clearance Certificate (MDCC) issued by the Module Manufacturer)

b) Five Percent (5%) of Ex-works price component of the Contract Price for each identified equipment upon successful issuance of good receipt note (GRN) by the Owner within 60 days from the date of receipt of cells at Pavagada Project Site.

Notes:

1. The prorate payment will be based on the detailed price break-up furnished by the Module Manufacturer and approved by the Owner.
2. In case the Module Manufacturer is a nonresident/foreign company, the release of first progressive payment shall also be subject to submission of certificate/Ruling determining the applicable rate of Income Tax in terms of relevant provisions of GCC clause on Taxes & Duties and acceptance of same by the Engineer-in-Charge.

B. Local Transportation- Schedule No. 2

Plant & Equipments including Mandatory Spares Hundred Percent (100%) of Local Transportation charges (including inland transit insurance charges) for the plant and equipment covered in Schedule-1 shall be paid to the Module Manufacturer pro-rata to the value of the equipment received at site and on production of invoices by the Module Manufacturer . The aggregate of all such pro-rata payments shall, however, not exceed the total amount identified in the Contract for Local Transportation. However, where equipment wise local transportation charges (including inland transit insurance charges) have been identified in the Contract, the payment for the same shall be made after receipt of the equipment at site, based on the charges so identified in the Contract

		<p>C. Payment Terms for Taxes & Duties- Schedule-3:</p> <p>100% of applicable Taxes and Duties which are payable: by the OWNER under the Contract shall be paid/reimbursed to the Module Manufacturer upon receipt of equipment/ spares/services and on production of satisfactory documentary evidence by the Supplier /Assignee, as applicable.</p> <p>PAYMENT PROCEDURES</p> <p>The Procedures to be followed in making application for, certifying and making payments shall be as follows:</p> <p>a) Application for Payment</p> <p>i) The Module Manufacturer shall submit application for the payment in the proforma enclosed in Contract Agreement Appendix -1. Each such application shall state the amount claimed and shall set forth in details, the order of the Payment Schedule, particulars of the equipment's shipped/brought on to the Site pursuant to the Contract upto the date mentioned in the application and for the period covered since the last preceding certificate, if any.</p> <p>ii) Every interim payment certificate shall certify the Contract Value of the supply executed upto the date mentioned in the application for the payment certificate, provided that no sum shall be included in any interim payment certificate in respect of the supply that according to the decision of the Project Manager, does not comply with the Contract, or has been performed, at the date of certificate prematurely.</p> <p>b) Mode of Payment</p> <p>The Payment shall be made by Owner through RTGS / NEFT within 30 days of submission of Payment Application of Interim Payment Certificate (IPC)..</p>
47.0	<p>CONTRACT PERFORMANCE GUARANTEE (CPG)</p> <p>{GPC Clause 24.0}</p>	<p>The successful bidder/ Module Manufacturer shall furnish the Contract Performance Guarantee (CPG) / Performance Security / Performance Bank Guarantee (PBG) for due performance of the Contracts as under:</p> <p>The successful bidder shall be required to furnish the Contract Performance Guarantee (CPG) for an amount equal to 3% of total package / contract value. CPG should be valid up to Completion Period + 1 year Warranty + 60</p>

		<p>Days from date of issuance of NOA). The CPG should be submitted within 30 days of placement of award. However, in case of delay in warranty period, the validity of all the contract performance securities shall be extended by the period of such delay.</p> <p>The CPG can be given in form of an irrevocable Bank Guarantee as per the OWNER standard format from any Nationalized bank / Scheduled Bank as acceptable to OWNER as per list enclosed.</p>
<p>48.0</p>	<p>TAXES & DUTIES {GPC Clause 25.0}</p>	<p>Provisions of GPC clause 25.0 may be read as under:</p> <ol style="list-style-type: none"> i. “Goods and Services Tax” or “GST” means taxes or cess levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, Goods and Services Tax (Compensation to States) Act and various State/Union Territory Goods and Services Tax Laws and applicable cesses, if any under the laws in force (hereinafter referred to as relevant GST Laws), which shall be fully complied with by the Bidder. ii. The Bidder shall quote the prices giving breakup in the manner specified in the Price Schedule. The Bidder shall quote the applicable rate of GST in the Price Schedule. iii. For the purpose of Evaluation, GST quoted in the Bid shall only be considered. iv. The Bidder shall indicate the taxes and duties as applicable seven (7) days prior to last date of Bid Submission. v. The Bidder is required to quote the rate of GST applicable under GST Law in the Price Schedule while giving the breakup of prices. vi. In case GST registered Bidder has quoted GST rate as ‘0’ (Zero), the quoted price shall be considered to be inclusive of GST as applicable. vii. In case of bid received from dealers who have opted for the composition scheme under GST Law, the Bidder shall specifically mention the same in his Bid. OWNER shall not be liable to pay/reimburse any GST on the supplies made by such dealers under the Order/Contract. viii. In case of bid received from unregistered dealer, for evaluation their bid shall be cost compensated as per the GST rate applicable in view of Reverse Charge Mechanism (RCM) as per GST Law. ix. In case of all materials identified by the Supplier and OWNER to be dispatched directly from the sub-vendor's work to OWNER's site, the Supplier shall ensure that his sub-vendors raise Tax invoices as per the provisions of GST Law, billed to

		<p>the Supplier and shipped to the OWNER's site. The Supplier shall further ensure that he raises his corresponding Tax Invoices in the name of OWNER during transit of the materials before the delivery of materials is taken by OWNER.</p> <p>x. For items not covered under GST, the Bidder is required to quote Excise Duty/VAT/CST as applicable in the Price Schedule while giving the breakup of prices.</p> <p>xi. Notwithstanding anything to contrary contained in the Purchase Order/Contract, the Supplier's right to payment under the Order/Contract is subject to issuance of valid tax invoice/bill of supply as the case may be, payment of applicable GST to the credit of appropriate Government and submission of valid particulars of tax invoice under GST returns in accordance with GST Law.</p> <p>xii. OWNER shall deduct GST at source at the applicable rates in case transactions under the Order/Contract are liable to GST deduction at source.</p> <p>xiii. Unless expressly stated otherwise, a common mechanism for reconciliation of input credit mismatch, to be followed by both OWNER and Supplier, shall be mutually agreed so that both parties follow the same procedure for disclosing the transactions in their respective returns. Notwithstanding anything in the Order/Contract, penalty / damages shall be recovered in case the Supplier makes a default in following the agreed procedure.</p> <p>xiv. The implications of GST on return of goods will be as per the provisions of the relevant GST Laws</p> <p>xv. The Supplier shall issue tax invoices/bill of supply as applicable, file appropriate returns, and deposit the applicable GST to the account of appropriate government within the time limit prescribed under the GST Law. In the event of any default, Supplier shall be liable to pay the amount which may be imposed on OWNER due to such default.</p> <p>xvi. Supplier should comply with the provisions of e- way bill notified by appropriate authorities from time to time. The existing provisions regarding road permit will continue till such time if applicable.</p> <p>xvii. The OWNER shall make necessary tax deductions under Income Tax Act or any other laws, if applicable.</p> <p>xviii. Provisions of GST law in respect of Related Persons/Parties may appropriately be taken into consideration by Bidders while submitting the bid.</p>
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49.0	WARRANTY GUARANTEE / GPC Clause 30.0	Refer Technical Specification.
50.0	Liquidated Damages (LD) for Performance due to Functional Guarantee	Not Applicable
51.0	Compliance to Carriage by Road Rules 2011 {GPC Clause 27.0}	<p>Add the following sub-clause to GPC Clause 27.0</p> <p>In case, the Module Manufacturer decides to transport the Goods by road within OWNER’s country, then such Goods must necessarily be transported through a registered common carrier as per Carriage by Road Rules 2011 of Central Government of India.</p>
52.0	Packing {GPC Clause 29.0}	<p>The Module Manufacturer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, handling and storage. The Supplier will be responsible for any loss or damage during transportation, handling and storage due to improper packing.</p> <p>All packages should be marked with Contract Agreement no. and date. Each package must contain packing slip and literature, if any.</p>
53.0	INSPECTION {GPC Clause 33.0}	All materials shall be inspected as per provisions of SPC / Technical Specification. The Supplier shall execute the Purchase Order/Services in compliance

		<p>with the provisions of the Contract.</p> <p>For all cases where pre-dispatch inspection is stipulated, materials shall be inspected prior to dispatch.</p> <p>by an authorized representative of OWNER for which an advance notice of 15 days shall be given by the supplier. In such cases no material shall be dispatched without inspection unless specific waiver/exemption is communicated in writing to the supplier. In all cases necessary test certificates, guarantee certificate in respect of material/equipment performance shall be furnished along with dispatch documents. However, the final inspection of material shall be done at our site only and acceptance of materials is subject to such final inspection only.</p>		
<p>54.0</p>	<p>Liquidated Damages {GPC Clause 35.0}</p>	<p>(A) Liquidated Damages for Delay shall be as under:</p> <p>If the Module Manufacturer fails to achieve the complete supply of the awarded capacity of Solar PV Modules as per the time schedule specified in the Bidding Documents, the Supplier shall pay to the OWNER as liquidated damages and not as penalty, a sum calculated at the following rates</p> <table border="1" data-bbox="756 1037 1474 1339"> <tr> <td data-bbox="756 1037 1114 1339"> <p><i>sum of INR 16,500/- (Indian Rupees Sixteen Thousand Five Hundred only) per MWp</i></p> </td> <td data-bbox="1114 1037 1474 1339"> <p><i>For each day of delay in unsupplied portion of modules in MWp as per the scope of work of the Contractor under the Contract as specified in the Technical Specifications</i></p> </td> </tr> </table> <p>(B) The liquidated damages for delay in supply of spares beyond the dates stipulated under the Contract shall be as follows:</p> <p>One half of the one percent (1/2%) of Ex-works India price of undelivered Solar PV Modules , per week or part thereof of delay subject to maximum of five percent (5%) of the total Ex- works price of all spares included in the scope of work of the Supplier under the contract.</p> <p>(C) The total amount of liquidated damages for delay under the contract will be subject to a maximum of five percent (5%) of the Supply Contract Price.</p> <p>(A) Tax invoice will be issued by OWNER to the Supplier in respect of payment of Liquidated Damages by Supplier to the OWNER. Additional GST on payment of LD is to be payable by Supplier</p>	<p><i>sum of INR 16,500/- (Indian Rupees Sixteen Thousand Five Hundred only) per MWp</i></p>	<p><i>For each day of delay in unsupplied portion of modules in MWp as per the scope of work of the Contractor under the Contract as specified in the Technical Specifications</i></p>
<p><i>sum of INR 16,500/- (Indian Rupees Sixteen Thousand Five Hundred only) per MWp</i></p>	<p><i>For each day of delay in unsupplied portion of modules in MWp as per the scope of work of the Contractor under the Contract as specified in the Technical Specifications</i></p>			

55.0	Payment at reduced rates (GPC Clause 37.0)	Deleted
56.0	Change in laws and regulations (GPC Clause 38.0)	<p>Add following to the GPC Clause 38.0</p> <p>In the event a Change in Law results in any adverse financial loss/ gain to the Module Supplier then, in order to ensure that the Module supplier is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law, the Module Supplier shall be entitled to compensation by OWNER , as the case may be, subject to the condition that the quantum of compensation payment shall be as determined by the concerned beneficiary/ distribution company (DISCOM)/ appropriate regulatory commission, as applicable. The aforementioned adjustments of the Contract Price (if applicable) shall be payable only subsequent to Procurer and/or Appropriate Commission granting relief to OWNER.</p> <p>Further, it is also clarified that any change in tax or introduction of any tax made applicable for supply of modules as per the terms of this Agreement including any change in rate of taxes, duties and cess will also qualify under “Change in Law”. However, any change in taxes on corporate income or any change in any withholding tax on income or dividends shall not be covered under change in law.</p> <p>Date of Bid Opening and Date of Bid Submission wherever referred in GPC 25.0 (Taxes Duties) and GPC 38.0 (Change in Laws and regulations) shall mean date of Deadline for Bid Submission for Stage-II (Price Bid). Any adjustment in Contract Price on account of Change in Laws and regulations shall be payable to/recoverable from the Supplier .</p>
57.0	Termination (Clause 42.0 of GPC)	<p>Add New Sub-clause (f) to the existing clause:</p> <p>If the Supplier, sub-contracts any part of the works in violation of the provisions of GPC Clause 48.0.</p>
58.0	NOT USED	NOT USED
59.0	No Claim for Interest or Damage {GPC Clause 47.0}	<p>47.1 Interest on money due to the contractor:</p> <p>Supplier shall not be entitled to any interest or damage in</p>

		<p>case of any delay on the part of the OWNER to pay the amount due upon measurement or as per Contract or otherwise. Suppliers shall also not be entitled to interest upon any guarantee/ security/ retention money or payments in arrears or upon any balance which may on the final settlement of his account be due to him.</p> <p>47.2 No claim for interest or damage:</p> <p>No claim for interest or damage will be entertained or be payable by the OWNER in respect of any amount or balance which may be lying with the OWNER or may become due upon settlement/adjudication of any dispute, difference or misunderstanding between the parties by way of arbitration or court proceedings or otherwise or in respect of any delay or omission on the part of the OWNER in making intermediate or final payment or in respect of any amount/damage which may be claimed through arbitration or court proceedings or in any other respect whatsoever.</p>
60.0	(Sub Contracts) {GPC Clause 48}	<p>(Add New Clause 48 to GPC)</p> <p>The Supplier shall not be allowed to sub-contract supplies/services/works to any sub-contractor/sub-vendor from a country which shares a land border with India unless such sub-contractor is registered with the competent Authority.</p> <p>The Competent Authority for the purpose of registration shall be as mentioned in the relevant Annexure of SPC.</p> <p>However, the said requirement of registration will not apply to sub-contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. The Supplier may apprise itself of the updated lists of such countries available in the website of the Ministry of External Affairs.</p>
61.0	<p>Competent Authority for Registration Under</p> <p>“Restrictions on procurement from a Bidder of a country which shares a land border with India”</p> <p>Clause</p>	<p>The competent authority as referred to under ITB Clause 43 (and its sub-clauses) and GPC Clause 48.0 shall be as defined under Annexure-I to Special Purchase Conditions.</p>

62.0	Integrity Pact {GPC Clause 49.0}	Add new clause to GPC as below: If the OWNER has terminated the contract pursuant to Section-3 of the Integrity Pact (IP), the OWNER shall encash the Contract Performance Bank Guarantee, in accordance with Section 4 of 'Integrity Pact.'		
63.0	NOT USED	NOT USED		
64.0	Handling of Confidential Information/Details under the Contract {GPC Clause 51.0}	Add new clause to GPC as below: 51.1 All plans, design calculations, studies, data, maps, drawings, documents and specifications prepared by the Supplier in connection with the contract shall be the property of the OWNER. As and when required or upon termination of the Contract, the aforesaid Documents, prepared specifically under the contract (including originals), shall be handed over to the OWNER before final acceptance or thereafter. 51.2 The Supplier shall take all necessary steps to ensure confidential handling of all matters pertaining to plans, designs, drawings, specifications, methods and any other information developed or acquired by him from the OWNER under terms of the Contract or in performance thereof. 51.3 The Supplier shall not prepare articles or photographs for publication or speeches or presentations about the work and/or site and/or plant, Contracts and installations in which OWNER has an interest without prior written consent of OWNER. 51.4 The Supplier shall take necessary steps to ensure that all persons employed on any work in connection with this Contract have noticed that the Indian Official Secrets Act, 1923 (XIX of 1923) applies to them and shall continue to apply even after the execution of such work(s) under the Contract.		
65.0	GPC Clause 52.0	Add new clause to GPC as below: The Supplier shall provide certificates from Solar PV Modules manufacturer regarding meeting of DCR norms under CPSU Scheme as per the proforma provided in Vol-I Sec-IV Formats and Checklists:		
66.0	CONTACT PERSONS / ADDRESS	Chairman / IRPL		
		C-4, District Centre	Saket	New Delhi
				110017
66.0	GPC Clause 53.0	Add new clause to GPC: 53.1 The Supplier shall not, without the express prior written consent of the Owner, assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder. The Owner shall be entitled to assign/mortgage/charge its rights, interests and obligations under this Contract in favour of: (i) its lenders, including banks and/or financing institutions or other		

		<p>financing parties or their agents or trustees for the Project and/or for the purposes of obtaining financing for its or its Affiliates' other projects; and (ii) its affiliates, without any prior consent from the Supplier and with Notice to the Supplier.</p> <p>53.2 If requested by any banks, financial institutions or other agencies providing senior or subordinated construction, interim or long-term debt financing or refinancing to the Owner for the Project (“Lenders”), the Supplier shall execute and deliver to the Lender any additional consents to assignment without any additional cost or obligation to Supplier or enter into a direct agreement with the Lenders in relation to the Project with no additional financial obligations on the Supplier.</p> <p>52.3 Assignment to Lenders</p> <p>As security for financing the loan for the Owner, the Supplier notes that Owner is required to assign/charge its rights under the Contract in favour of the Lenders and/or the security trustee in terms of the Financing Documents entered/to be entered into between the Lenders/ security trustee and Owner. In relation to the aforementioned obligation of the Owner, notwithstanding anything contained in the Contract the Supplier hereby:</p> <p>(a) acknowledges and notes in its records that the Owner has assigned/charged its rights under the Financing Documents in favour of the Lenders and/or the security trustee towards security of the loan sanctioned by the Lenders;</p> <p>(b) consents to the assignment/charge by Owner to the Lenders and/or the security trustee of all the Owner’s right, title and interest in the Contract, including all monies payable by the Supplier to the Owner under the Contract;</p> <p>(c) recognizes the Lenders and/or the security trustee as the true and lawful attorney-in-fact of Owner to do, perform and exercise all things, acts and rights on behalf and for the account of Owner, and agrees to, upon of receipt of such instructions, direct to the Lenders and/or the security trustee, in lieu of the Owner, all Notices and communication in connection with the Contract;</p> <p>(d) acknowledges the rights of Lenders and/or the security trustee to exercise their rights and remedies under the Financing Documents, to make all demands and exercise all rights and remedies of the Owner under the Contract, and agree that in such an event, the Supplier shall continue to perform its obligations under the Contract; and</p> <p>(e) agrees that in the event the Lenders and/or the security trustee notifies the Supplier that it has elected to exercise its rights under the Financing Documents to have</p>
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		<p>the Lenders' nominee substitute the Owner, then such nominee shall be substituted for the Owner under the Contract, and in such an event, the Supplier shall continue to perform the Supplier's obligations under the Contract.</p> <p>52.4 Step-in Rights The Supplier agrees that if required by the Lenders, and at the request of the Owner, the Supplier shall provide an undertaking, to the Lenders, in a form acceptable to the Lenders, agreeing, in the event of exercise of step-in by the Lenders to take all such steps as may be required to ensure that the interest in the Project Land is transferred in favour of the Lenders or its nominees</p>
67.0	GPC Clause 54.0	<p>Add new clause to GPC as below:</p> <p>53.1 In case the Supplier fails to supply material or complete the scope of Supply, affecting supplies of materials and progress of work, leading to slippage of any of the milestones agreed as per Delivery and Completion Schedule. The Owner shall provide a written notice (by email) to the Bidder on such delays and the Bidder shall within 15 days of receipt of the notice shall respond with a plan to recoup the delay. If Bidder fails to respond on the notice or if the plan provided by the Bidder is not acceptable to the Owner, then the Owner shall be entitled to purchase the same from the alternate sources at the risk and the cost of the Supplier and recover from the Supplier, all reasonable costs incurred by the Owner. All such costs incurred by the Owner including but not limited to TDS shall be recovered with interest @ 1.25% (including administrative charges) per month from the payments due to the Supplier.</p> <p>53.2 The Owner may on specific request and authorisation by the Supplier in writing release payments directly to the suppliers, sub-contractors or petty contractors of the Supplier from the amount(s) certified, passed and due for payment to the Supplier.</p> <p>53.3 In cases of default by the Supplier, the Owner may without any notice to the Supplier, release payments directly to the sub-suppliers/sub-contractors and/or petty contractors of the Supplier. All such payments shall be recovered with interest @ 1.25% (including administrative charges) per month from the payments due to the Supplier.</p> <p>53.4 In exceptional circumstances, if the Supplier is not able to make prompt payments to his suppliers affecting supplies of materials and progress of work, the Owner may (but shall not be obliged to) give assurance to the suppliers for payments against supply of materials/consumables to the Supplier. In this case, the Supplier shall give to the Owner an undertaking in writing that cost of such materials if not paid by him may be directly paid to his suppliers and recovered from his dues. Such payments shall only be</p>

		<p>made after receipt of materials at site and verification of the payments by the Supplier. The recovery of such payments shall be made with interest @ 1.25% (including administrative charges) per month from the next payment due to the Supplier. Total payments so made on behalf of the Supplier shall not exceed 5% of the Contract value during the entire contract period.</p> <p>53.5 The decision of the Owner regarding exceptional circumstances and payments to be made to the suppliers, subcontractors and petty contractors under the clause Nos. 54.1, 54.2, 54.3 and 54.4 shall be final and binding on the Supplier. Such payments shall also not relieve the Supplier from any of his liabilities or obligations under the Contract.</p>	
<p>69.0</p>	<p>GPC Clause 14.0: Settlement of disputes</p>	<p>GPC Clause 14.0 to be replaced as below:</p> <p>Save and except herein below provided, all disputes and differences of any kind whatsoever arising between the parties (SPV Cell Supplier / Module Manufacturer) out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be settled as under, provided that matters for which provision has been made in tender clauses pertaining to Meaning & Intent of Specifications an Drawings, Assistance of Contractor for customs clearance, Wages under Relevant laws, Claims on account of violation of labour laws, Delays not due to Module Manufacturer , Delays due to Module Manufacturer , Delays due to Contractor and Liquidated Damages, Module Manufacturer decision on compensation payable, Determination of contract due to contractor's default, Foreclosure of contract, Items not included in the Price Schedules / Bill of quantities (BOQ), Measurement of work and payments, claims or any clause, where decision of the Engineer been made final and binding, of General Conditions of Save and except herein below provided, all disputes and differences of any kind whatsoever arising between the parties (SPV Cell Supplier / Module Manufacturer) out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be settled as under, provided that matters for which provision has been made in tender clauses pertaining to Meaning & Intent of Specifications an Drawings, Assistance of Contractor for customs clearance, Wages under Relevant laws, Claims on account of violation of labour laws, Delays not due to Module Manufacturer, Delays due to Owner, Delays due to Contractor and Liquidated Damages, Owner 's decision on compensation payable, Determination of contract due to contractor's default, Foreclosure of contract, Items not included in the Price Schedules / Bill of quantities (BOQ), Measurement of work and payments, claims or any</p>	
<p>MONO PERC BIFACIAL SOLAR MODULES FOR PAVAGADA SOLAR PV PROJECT AT PAVAGADA IN KARNATAKA BIDDING DOCUMENT NO.: IRPL/SOLAR/SOLAR PV MODULES/9</p> <p style="text-align: center;">219</p>		<p>Volume II Section I (SPC)</p>	<p>Page 37 of 55</p>

		<p>clause, where decision of the Engineer been made final and binding, of General Conditions of Contract or in any clause of the Special Conditions of Contract shall be deemed as 'excepted matters' (matters not arbitrable), excluded from the purview of arbitration, and decision of the Owner thereon, shall be final and binding on the contractor.</p> <p>Mutual Settlement</p> <p>All such disputes or differences shall in the first place be referred by the Contractor to the Engineer in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.</p> <p>Conciliation/Arbitration</p> <p>It is a term of this contract that Conciliation/ Arbitration of disputes shall not be commenced unless an attempt has first been made by the parties to settle such disputes, within 120 days of submission of monthly statement of such claim, through mutual settlement.</p> <p>The demand for Conciliation or Arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item wise. Only such dispute or difference, in respect of which the demand has been made and counter claims or set off, if any, of the Other Party, shall be referred to Conciliation or Arbitration and other matters shall not be included in the reference.</p> <p>Further, Owner's aggregate liability for all losses, claims or damages arising out of, under or in connection with this contract, its performances or breach whether such liability arises in contract, tort (including negligence) or otherwise, if claimed by the Contractor against the Owner, is restricted to 4% (four percent) of the final contract value/cost till actual completion.</p> <p>Place of Conciliation/ Arbitration:</p> <p>The conciliation/ arbitration proceedings shall be held at a place mutually decided by the parties and in case of any disagreement of the parties, it shall be decided by Conciliator/ Sole Arbitrator/ Arbitration Tribunal with due regard to the circumstances of the case and convenience of the parties.</p> <p>Language of Conciliation/ Arbitration:</p> <p>Language of the conciliation/ proceedings shall be English.</p> <p>No suspension of work</p>
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		<p>The Obligations of the Owner, the Engineer and the Contractor shall not be altered by reasons of conciliation/ arbitration being conducted during the progress of works. Neither party shall be entitled to suspend the work on account of conciliation/ arbitration and payments to the Contractor shall continue to be made in terms of the contract.</p> <p>Conciliation</p> <p>In the event of failure to resolve any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question , dispute or difference on any account or as to the withholding by the Owner of any certificate to which the contractor may claim to be entitled to, through mutual settlement, the Contractor may refer such matters to the Chairman and Managing Director of the Owner in writing within 60 days from the date of failure of amicable settlement of such disputes or differences for settlement through conciliation.</p> <p>Chairman and Managing Director of the Owner will appoint a conciliator on receipt of a written and valid demand for conciliation.</p> <p>The entire process of appointment of Conciliator and communicating to the parties in writing shall be completed within 60 days from the date of receipt of written and valid demand for conciliation.</p> <p>The Conciliation process shall be assumed to have commenced from the day when a written and valid demand for conciliation is received by the Module Manufacturer</p> <p>The conciliator shall assist the parties for settlement of the dispute. If it appears that there exist elements of settlement between parties, the conciliator shall formulate the terms of a possible settlement and submit to the parties for their observations. On receipt of observations of parties, the conciliator shall reformulate and draw the terms of final settlement and sign written conciliation settlement.</p> <p>Arbitration</p> <p>If the efforts to resolve all or any of the disputes through Conciliation fail, the concerned party may refer the disputes to the Chairman and Managing Director of the Owner for settlement of such disputes or differences through Arbitration</p> <p>No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of the failure of Conciliation</p> <p>The Arbitration proceeding shall be assumed to have commenced from the day, a written and valid demand for arbitration is received in the office of Chairman and Managing Director of the Owner.</p>
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		<p>Arbitration Tribunal:</p> <p>The Arbitral Tribunal shall consist of a panel of three arbitrator.</p> <p>For this purpose, the Owner will send a panel of at least five (5) names to the contractor, within 60 days from the day when a written and valid demand for arbitration is received in the office of Chairman and Managing Director of the Owner. Contractor shall nominate and communicate in writing to the Chairman and Managing Director of the Owner one (1) name out of the given panel as contractor's nominee arbitrator within 15 days from the date of receipt of the panel from the Owner. The Chairman and Managing Director of the Owner shall appoint Owner 's nominee arbitrator within 15 days from the date of receipt of communication from the Contractor as aforesaid. The Chairman and Managing Director of the Owner shall issue the appointment letter to both the nominated arbitrators along with a copy of panel of arbitrators maintained by the Owner and also request them to nominate a enclosed panel. Both the nominated arbitrators shall complete the exercise of appointing the Arbitral Tribunal within 15 days from the receipt of the appointment letter from Chairman and Managing Director of the Owner.</p> <p>The minimum qualifications Conciliator Arbitrator.</p> <p>The minimum qualifications of Conciliator shall be graduate engineer of the relevant discipline.</p> <p>For Arbitral Tribunal members shall be graduate engineer/Technical background of the relevant discipline. He/ they will possess minimum of 20 years' service experience in Central Government/ State Government/ CPSEs. Also, he/ they should not have associated with the contract to which the dispute pertains.</p> <p>The Conciliator shall be a working/ person whereas the Arbitrator shall associated with the parties as provided Arbitration & Conciliation Act, 1996.</p> <p>If the Conciliator/ any one or more of the arbitrator(s) from Arbitration Tribunal appointed as above refuses to act as the Conciliator/ Arbitrator, withdraws from his office as conciliator/ arbitrator or vacates his/their office/offices or is/are unable or unwilling to perform his functions as conciliator/ arbitrator for any reason whatsoever or dies or in the opinion of the Chairman and Managing Director of the Owner fails to act without undue delay, the Chairman and Managing Director of the Owner shall appoint new conciliator/ arbitrators to act in his/their place in the same manner in which the earlier conciliator/ arbitrator(s) had been appointed.</p> <p>Such re-appointed conciliator/ arbitrator(s) may, at its discretion, proceed with the reference from the stage at which it was left by the previous conciliator/ arbitrator(s).</p> <p>The cost of conciliation/ arbitration shall be borne by the respective parties. The cost shall interalia include fee and</p>
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		<p>expenses of the Conciliator/ Arbitrator(s) and the fee shall be borne equally by both the parties as per the scales fixed by IRPL from time to time.</p> <p>Settlement through Court</p> <p>It is a term of this contract that either party shall not approach any Court of Law for settlement of their disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through clauses above.</p> <p>The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing</p> <p>Award to be final and binding on all parties.</p> <p>An arbitral award shall be final and binding to parties.</p> <p>Exception</p> <p>For settlement of disputes with central PSUs, the procedure as per existing orders of Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD), Department of Public Enterprises, Ministry of Heavy Industries & Public Enterprises, Government of India shall be followed.</p> <p>Interest:</p> <p>It is agreed terms between the parties that where the dispute is for payment of money in respect of any claim(s), except in respect of payment of Mobilization Advance and/or other advances as provided in the contract, no interest whatsoever shall be payable, in respect of any dues/payments or sum payable, from any date prior to determination/adjudication of the claim(s) by the Arbitral Tribunal or by any adjudicating authority or body. However, in event of award of any claim or sum by Arbitral Tribunal or by any adjudicating authority or body, the awarded amount shall carry simple interest 7% per annum, from the date of award till payment.</p> <p>Jurisdiction of Courts</p> <p>Jurisdiction of courts shall be New Delhi only, in exclusion of other courts.</p>
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<p>MONO PERC BIFACIAL SOLAR MODULES FOR PAVAGADA SOLAR PV PROJECT AT PAVAGADA IN KARNATAKA BIDDING DOCUMENT NO.: IRPL/SOLAR/SOLAR PV MODULES/9</p> <p style="text-align: center;">224</p>	<p style="text-align: center;">Volume II Section I (SPC)</p>	<p style="text-align: center;">Page 42 of 55</p>
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ANNEXURE-1 TO SPECIAL PURCHASE CONDITIONS

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Order (Public Procurement No. 1)

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
 - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed:* No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.
 - b) *If the tendering process has crossed the first exclusionary qua/ificatory stage:* If the qualified bidders include bidders from such countries, the

MONO PERC BIFACIAL SOLAR MODULES FOR PAVAGADA SOLAR PV PROJECT AT PAVAGADA IN KARNATAKA BIDDING DOCUMENT NO.: IRPL/SOLAR/SOLAR PV MODULES/9 225	Volume II Section I (SPC)	Page 43 of 55
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entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
 - a. to all Autonomous Bodies;
 - b. to public sector banks and public sector financial institutions; and
 - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
 - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
 - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies). every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

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

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

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

Explanation-

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution.

Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

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Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.



(S. Prasad)

Joint Secretary (PPD)

Email ID: js.pfc2.doe@gov.in

Telephone: 011-23093882

To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi



Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.**

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- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

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Annex II: Special Cases

- A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

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Annex III
Model Clause /Certificate to be inserted in tenders etc.

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

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

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the



Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

Model Certificate for Tenders for Works involving possibility of sub-contracting

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

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

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F.No.6/18/2019-PPD
Ministry of Finance
Department of
Expenditure Public
Procurement Division

161, North Block
New
Delhi 23rd
July, 2020

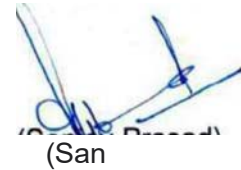
Order (Public Procurement No. 2)

Subject: Exclusion from restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 -regarding.

In Order (Public Procurement No. 1) dated 23rd July 2020, orders have been issued requiring registration of bidders from a country sharing a land border with India in order to be eligible to bid in public procurement.

2. Notwithstanding anything contained therein, it is hereby clarified that the said Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

3. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.



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Pr

asad) Joint
Secretary (PPD)

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To,

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Chief Secretaries/ Administrators of Union Territories/ National Capital

Territory of Delhi



DESIGN, MANUFACTURING, SUPPLY, PACKING & FORWARDING OF DOMESTIC CONTENT REQUIREMENT (DCR) COMPLIANT MONO PERC BIFACIAL SOLAR MODULE, 530WP+ FOR PAVAGADA SOLAR PV PROJECT AT PAVAGADA IN KARNATAKA (500 MW / 600 MWp)

**TECHNICAL SPECIFICATIONS FOR
SPV MODULE PACKAGE OF PAVAGADA SOLAR PROJECT AT PAVAGADA
IN KARNATAKA**

BIDDING DOCUMENT NO: IRPL/SOLAR/SOLAR PV MODULES/9

This document is meant for the exclusive purpose of bidding against this specification and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued.

Cl. No

**SPV BIFACIAL MODULE TECHNICAL
SPECIFICATIONS**



Cl. No	SPV BIFACIAL MODULE TECHNICAL SPECIFICATIONS	
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Cl. No	SPV BIFACIAL MODULE TECHNICAL SPECIFICATIONS	
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1. INTRODUCTION

Details of the Project	
Project Name	SPV MODULE PACKAGE OF PAVAGADA SOLAR POWER PROJECT AT PAVAGADA ,KARNATAKA
Brief Scope	Manufacturing, Supply, Packing and Forwarding, Transportation of Crystalline Solar PV Bifacial Modules to site (Minimum 530 Wp and above Nominal Rating) of DCR (Domestic Content Requirement) category at Pavagada Solar Project in Karnataka
Module Category	DCR (Domestic Content Requirement) category
Total SPV Cell Capacity	600 MWp + 0.3% additional
Voltage Category	1500 V
Project Location	Pavagada Solar Project

Cl. No	SPV BIFACIAL MODULE TECHNICAL SPECIFICATIONS	
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2. INTENT OF SPECIFICATION

The scope of the proposal covers Manufacturing, Supply, Packing and Forwarding, Transportation of DCR Category Solar PV Modules of 530Wp and above, up to IRPL approved Site including Inland Transit insurance of Bifacial Solar PV Cells. The SPV bifacial modules manufactured of DCR type of minimum 530Wp rated and above, Nominal rating for 1500V System Voltage.

The work to be carried out as per the above scope shall be all in accordance with the requirements, conditions, appendices etc. given in Technical Specifications together with those stated in other Sections/Sub-sections of Bidding documents which shall be considered as a part of this volumes completely as if bound herewith. It is not the intent to specify herein all aspects of design and construction nevertheless, the SPV modules shall conforming all aspects to high standard of engineering, design and workmanship.

Bidders are requested to carefully examine and understand the specifications and seek clarifications, if required, to ensure that they have understood the specifications. Such clarifications should be sought within the time period as stipulated in Tender Document. Bidder's offer should not carry any sections like clarifications, interpretations and/or assumptions. However, if the Bidder feels that, in his opinion, certain features brought out in his offer are superior to what has been specified, these may be highlighted separately.

Failure of any SPV modules to meet the specified requirements of tests carried out at works or at site shall be sufficient cause for rejection of the SPV modules. Bidder shall be responsible for removing all deficiencies and supplying the SPV modules that meet the requirement.

Before submitting his documents for Bidding, the Bidder should satisfy himself the quantities and nature of work, materials necessary for completion of the work and their availability, and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his offer. No consequent extra claims on any misunderstanding or otherwise shall be allowed by the Owner.

Cl. No	SPV BIFACIAL MODULE TECHNICAL SPECIFICATIONS	
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3. SCOPE OF WORK

The scope of the proposal covers Manufacturing, Supply, Packing and Forwarding, Transportation of DCR Category Solar PV Modules of minimum 530 Wp and above upto Pavagada - Karnataka Site including Inland Transit insurance of Bifacial Solar PV Modules (minimum 530Wp and above Nominal rating) for 1500V System Voltage.

The subject package includes Manufacturing Solar PV Modules using domestic manufactured cell in the manufacturing plant located anywhere in India, Supply, Packing & Forwarding, Transportation up to owner Plant at pavagada, Karnataka including inland transit insurance of Domestic Content Requirement (DCR) Solar PV Cells. SPV modules detailed specification, Scope of work and Terms & Conditions are given in the bidding documents, which are available for examination and downloading at e-tender portal (as specified in this notice) and as per the following schedule.

3.1 SCOPE OF SUPPLY

Solar PV Module: Bifacial Solar PV Modules (minimum 530Wp and above Nominal Rating) for 1500V system voltage under DCR category.

Owner reserves the right to ask the Bidder to supply upto 0.3 % additional Solar PV Modules on same terms and conditions as applicable for the main contract.

3.2 REQUIREMENT FROM BIDDER

SPV bifacial Module manufacturers shall provide the methodology for Installation & Commissioning of the PV module. OWNER shall ensure that module shall be installed as per the furnished methodology. If required, module manufacturer would have to associate with the OWNER's Contractor, for ensuring Compliance.

The Bidder shall submit the requirement of holes in mounting structures. As these mounting structures shall be provided by Owner and information pertaining to mounting holes in PV modules needs to be communicated to OWNER. These details along with any other necessary input affecting MMS design and required for successful installation shall be intimated by the Bidder along with the offer during bid submission.

Bidder shall be responsible for loading the modules on suitable carriage. The details of transporters/type of carriage for safe transportation of modules without breakage shall be explicitly communicated to OWNER and/or OWNER BOS Contractor of the concerned project.

Module manufacturer shall provide a suitable checklist for safe unloading of modules at site, for the OWNER Contractor to follow at site.

For further details please refer to the technical Annexure.

3.3 INSURANCE

The Bidder's insurance liabilities pertaining to the scope of works are detailed out elsewhere in Bidding Document.

4. EXCLUSIONS FROM THE SCOPE OF WORK

Cl. No	SPV BIFACIAL MODULE TECHNICAL SPECIFICATIONS	
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- Storage
- Installation of SPV bifacial modules
- Cabling & Interconnection

5. EVALUATION CRITERIA, SPV BIFACIAL MODULES WATTAGE DISTRIBUTION & DEFECTIVE MODULES

5.1 EVALUATION CRITERIA

The Bidder's Evaluation Criteria to the scope of works are detailed out elsewhere in Bidding Document.

5.2 SPV BIFACIAL MODULE WATTAGE DISTRIBUTION

The bidder can provide SPV module of 530Wp and above of bifacial technology (allowed as per technical specification) and wattage rounding off to 5 MWp for each type. Mandatory Spares (0.3%) to be provided proportionate as indicated in price schedule for each type of module offered.

The Bidder has to necessarily meet the PV Module Wattage distribution as committed in the Financial bid. The Bidder is not permitted to offer lower wattage modules and no shortfall in the final weighted average Wp of the PV modules is allowed.

Bidder can supply higher power Rating/ Wattage modules of the same physical dimensions and same fixing holes dimensions & arrangement during final supply in case the need arises, subject to prior information and approval from OWNER. These higher power rating modules shall be supplied without any extra cost to OWNER. However, the committed number of PV modules as per original Wattage distribution needs to be adhered to as the BOS package would be in advanced stage of erecting the MMS as per the original wattage distribution stated by PV Module vendor.

Further, the Bidder's bifacial modules wattage distribution pertaining to the scope of works are detailed out elsewhere in Bidding Document.

5.3 DEFECTIVE CLASSIFICATION

Defects detected during inspection are classified in 3 different categories as follow:

Critical (Cr): A defect that is likely to result in hazardous or unsafe conditions for the individual using the product, likely to cause damages to other products or property or that is generally contravening mandatory regulations.

Major (Ma): A defect that is likely reducing the usability or resulting in failure of the product to fulfil its function. Obvious appearance defects those are likely to reduce the sale ability of the product.

Minor (mi): A defect that does not reduce the usability of the product but is nevertheless a workmanship defect beyond the acceptable quality standard.

During inspection, and in case of a product having several defects, the rule is as follows: All defective points shall be reported; the total quantity of minor defects to be reported shall be the sum of minor and major defects.

6. PROVENESS CRITERIA FOR SOLAR PV Modules

Only Original Manufacturer or their authorized representative with their valid authorization letter from original manufacturers are eligible to submit the quotations.

The supplier shall meet the technical conditions.

The vendor must fill in all the details of Annexure, incomplete or unclear details filled there in, shall

Cl. No	SPV BIFACIAL MODULE TECHNICAL SPECIFICATIONS	
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make the bid liable for rejection.

Vendor should have a minimum of 800MW/annum in-house solar cells manufacturing capacity. Owner or its partners in project reserves the right to inspect the materials before dispatch at manufacturer's works (Pre dispatch inspection) and / or any NABL /MNRE certified lab to check compliance of solar cells to tendered specifications.

Further details ,the Bidder's insurance liabilities pertaining to the scope of works are detailed out elsewhere in Bidding Document.

7. TECHNICAL SPECIFICATIONS OF SOLAR PV BIFACIAL MODULE

7.1 THE GENERAL TECHNICAL SPECIFICATIONS OF BIFACIAL SOLAR CELL

Basic Data		
Installation Location	-	Pavagada Karnataka India
Manufacturing place	-	India
		Certified ISO9001, ISO14001, OHSAS18001
Type	-	Monocrystalline Bifacial Type
Module Manufacturing Warranty		12 years
SPV Module Performance Warranty		25 years minimum,(Linear Power Warranty for 30 years with 3% for 1st year degradation and 0.5% from year 2 to year 30)
Nominal power	W	Monocrystalline Bifacial 530 Wp and Above, Average 540Wp @ STC (Wattage Mix as per Agreement)
Mechanical load resistance	Pa	Front side: 5400Pa both Wind and Snow Loads
		Rear side: 2400Pa
Maximum system voltage	V	1500V
Max. Design Wind Speed at PV Plant	m/Sec	47 (max) as per IS:875
Module Type		Bi-facial
Requirements for PV Module		
Number of cells	Pcs	600MWp equivalent
Efficiency	%	More than 20%
Tolerance	W	0 to +5 (Only Positive Tolerance accepted)
Temperature coefficients of Pmpp	%/°C	-0.33 or better
Temperature coefficients of Voc	%/°C	-0.24 or better
Temperature coefficients of Imp	%/°C	0.047 or better
Fill factor	%	≥75.00
Number of bypass diodes	Pcs	3
Suitable for robotic cleaning	-	Yes
NOCT	-	45°C ± 2°C
Temperature Range	-	-40°C to + 85°C
Bifaciality	%	70% or above
Mechanical Data		
Length	mm	Less than or equal 2300
Width		Less than or equal to 1135
Thickness		Less than or equal to 35mm

Cl. No	SPV BIFACIAL MODULE TECHNICAL SPECIFICATIONS	
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Weight	kg	Less than or equal to 38 kgs
Cable	mm	1400 with connector, 4sq mm minimum
Connector		MC4, Rated for Nominal 6A, IP67 and above
Application Class		A (Safety Class II)
Minimum Fuse Rating	A	25A or as applicable
Bill of Material Details		
Substrate		2.0 mm (0.098 inches) high transmission low iron content, heat resistant glass, AR coated
Cells		72 Mono PERC (144 half-cells) P-Type Bifacial solar cells
Substrate		2.0 mm (0.098 inches) high transmission low iron content, heat resistant glass
Frame		Anodized aluminum frame with twin wall profile
Cell Encapsulant		Polyolefin (POE)
Junction Box		Split

7.2 CODES AND STANDARDS

The applicable codes and standards are as mentioned below:

Standard	Description
IEC 61215-1:2016	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 1: Test requirements
IEC 61215-1-1:2016	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 1-1: Special requirements for testing of crystalline silicon photovoltaic (PV) modules
IEC 61215-1-2:2016	Terrestrial photovoltaic (PV) modules - Design qualification and type approval - Part 2: Test procedures
IEC 61730-1:2016	Photovoltaic (PV) module safety qualification - Part 1: Requirements for construction
IEC 61730-2:2016	Photovoltaic (PV) module safety qualification - Part 2: Requirements for testing
Other standards	BIS IS 14286, UL 1703, CE*, CEC*
Locations	All project manufacturing locations will be listed in the certificates provided by Supplier

*Not Mandatory

Reliability testing

The products made of the various approved BOMs must have successfully passed the following tests at reputable independent laboratories:

Cl. No	SPV BIFACIAL MODULE TECHNICAL SPECIFICATIONS	
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Test	Description
Sampling witnessing	The test sample selection procedure, BOM used, production process and sample package sealing must be witnessed, verified and documented by an independent party.
Salt mist corrosion testing of photovoltaic (PV) module	Refer to IEC 61701:2011
Ammonia corrosion testing	Refer to IEC 62716:2013
Dust and sand	Refer to IEC 60068-2-68:1994 Environmental testing - Part 2-68: Tests - Test L:
PID	Refer to IEC 62804 TS, for testing method with following condition(s): V = -1,000V or -1,500V, per system voltage, RH =85%, Temperature setting =85 °C, Test Duration = 192 hours. Pass criteria = degradation < 5%, no wet leakage failure
LID	120 kWh/m ² , degradation < 1.5% (typically defined by initial year degradation)
LeTID	Preferred method: Light soaking stabilization per IEC61215-2:2016, and current injection I = I _{sc} - I _{mpp} , at 75 °C, 600 hours (max. degradation < 2%) Testing protocol must be reviewed to evaluate the validity due to each lab having its own testing criteria. Pass criteria=max degradation of LeTID <2% after the impact of light induced degradation is isolated and removed.
DH 2000	Refer to IEC61215-2:2016 for testing method with following condition(s): DH 85% RH, 85 °C, Test duration = 2,000 hours Pass criteria = degradation < 5%, no wet leakage/JB failure
TC 600	Refer to IEC61215-2:2016 for testing method with following condition(s): number of cycles is 600 Pass criteria = degradation < 5%, no wet leakage/JB failure
Dynamic Mechanical Load +TC+HF sequence	Alternative 1: Alternative 2: Refer to IEC62782:2016 and IEC61215-2:2016 for testing method: Pass criteria = degradation < 5%, no wet leakage/JB failure
UV (Ultraviolet light)	Total UV irradiation 90 kWh/m ² No evidence of major visual defects per IEC 61215-1
Special environments	Special tests or modified conditions to be added for stressful environments: <ol style="list-style-type: none"> 1. Strong UV irradiance 2. Strong wind loads 3. Strong snow loads 4. Corrosive environments (e.g. agriculture, proximity to sea etc.) 5. Severe hail conditions

Cl. No	SPV BIFACIAL MODULE TECHNICAL SPECIFICATIONS	
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Characterization testing

The products made of the various approved BOMs must have undergone the following characterization testing at reputable independent laboratories:

Test	Description
Sampling witnessing	Preferred: The test sample selection procedure, BOM used, production process and sample package sealing must be witnessed, verified and documented by an independent party.
PAN file	PVSyst modeling: PAN module parameter file creation (aver. Of 3 samples (min) tested, all Pnom of Buyer's ordered power classes must be covered in the independent lab report)
IAM	PVSyst modeling: IAM module parameter definition

7.3 SPV MODULE REFERENCE PICTURES

7.4 NAME PLATE

All individual modules shall be provided with Name Plate label at the back of module which shall provide the information given below for identification. They shall be clearly visible and shall not be hidden by equipment wiring. Type of labels and fixing of labels shall be such that they are not likely to peel off/ fall off during the life of the panel.

- i. Manufacturer's Name
- ii. Model Number, Serial Number
- iii. Overall Dimensions (W x L x D)
- iv. Weight (kg)
- v. Maximum Power (P_{MAX}), Voltage (V_{MP}), Current (I_{MP})
- vi. Short Circuit Current (I_{SC}), Open Circuit Voltage (V_{OC})
- vii. Main System Voltage
- viii. Relevant standards, Certification lab. name
- ix. NTPC Logo on the top corner of each Module (Design shall be provided to successful Bidder during detail engineering)
- x. Warnings, if any

As per IEC61215 and IEC61730 certificates, constructional data form & BIS guidelines.

7.5 TYPE TEST

Owners must be tested and certified by any of the accredited certifying agencies according to above mentioned Standards and the type test reports shall be submitted for approval.

7.6 NOTES

- a. The Module Manufacturer, along with the Module datasheet, shall also provide the Details about the PV Cells used for the offered PV Modules. The information shall contain Cell Source, Type, and Electrical Parameters including Efficiency, Size,

Cl. No	SPV BIFACIAL MODULE TECHNICAL SPECIFICATIONS	
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Number of Bus bars and any other relevant information.

- b. In case the successful **Bidder supplies PV Modules of different make and/or model or from different manufacturers**, the fixing holes in the frame/ location of retaining clips, their location, diameter, centre-to-centre distance between them and all other attributes related to mounting should be same, *if applicable*.
- c. Bidder shall submit the following:
 - i. Third-party verified PAN files for any one module, if Bidder is offering three wattage bins or less. In case the Bidder is offering more than three wattage bins, additional PAN files for each additional wattage bin need to be submitted.
 - ii. Self-certified Electro- Luminescence (EL) Test reports of all the Crystalline Silicon based PV Modules being offered to Owner.

- d. In line with Office Memorandum No. 283/54/2018- Grid Solar ("Approved Models and Manufactures of Solar Photovoltaic Modules Order, 2019), dated 2nd January 2019, the Bidder shall source modules complying with the relevant clause(s) mentioned in the order. For detailed information, Bidder to refer Office Memorandum issued by MNRE.

8. QUALITY REQUIREMENTS OF SOLAR PV MODULE

Defines the appearance, EL, Reliability and other criteria for Mono cells and acts judging basis of for the qualification of solar PV bifacial modules.

1. Criteria of Mono PERC Mono facial and Bifacial cells
2. Responsibility and Authority
3. Owner Quality department is responsible for formulation and revision of documents, personnel training, final explanation for related criteria as well as quality inspection of solar cells.
4. Definition
 - a. Length: Parallel to the frame, indicated by letter L.
 - b. Width: Vertical to the frame, indicated by letter W.
 - c. Number: Number of defects, Indicated in by letter N.
 - d. Area: Area of defects, indicated letter by A.

5. Content

9. SAMPLING PLAN CHARTS (ISO 2859 / IS 2500)

1. QUALITY REQUIREMENTS OF SOLAR PV MODULE

SPV modules quality plan should include the following:

A. Incoming Quality Checks on bought out items (listed in third party test reports of relevant standard)

B. In-process Quality Checks

C. Sample tests as per following:

1. SPV modules to be checked visually for following defects: (Sampling as per Special Inspection level S-4 and AQL 2.5% as per IS 2500 (Part 1): 2000) for Main Contractor and OWNER)
 - i. Scratches on the frame and/or glass etc.
 - ii. Excessive or uneven glue marks on glass or frame
 - iii. Inconsistent cell colors, Cell crack, ribbon misalignment etc.
 - iv. Completeness of module in all respects

2. Performance of SPV module at STC (Standard Test Conditions) (Sampling as per Special Inspection level S-4 and AQL 1.5% as per IS 2500 (Part 1): 2000) for Main Contractor and OWNER)
3. IR-HV-IR test (Sampling as per Special Inspection level S-2 and AQL 1.5% as per IS 2500 (Part 1): 2000) for Main Contractor and OWNER)
4. Electroluminescence Test (Sampling as per Special Inspection level S-2 and AQL 1.5% as per IS 2500(Part 1):2000) for Main Contractor and OWNER)
5. RFID Check: (Sampling as per Special Inspection level S-2 and AQL 1.5% as per IS 2500(Part 1):2000) for Main Contractor and OWNER)

D. Robustness of Termination test on 1 sample per offered lot as per IEC 61215.

E. Mechanical Load Test on 1 sample per offered lot as per IEC 61215.

Lot size	Special inspection levels				General inspection levels		
	S-1	S-2	S-3	S-4	I	II	III
2 to 8	A	A	A	A	A	A	B
9 to 15	A	A	A	A	A	B	C
16 to 25	A	A	B	B	B	C	D
26 to 50	A	B	B	C	C	D	E
51 to 90	B	B	C	C	C	E	F
91 to 150	B	B	C	D	D	F	G
151 to 280	B	C	D	E	E	G	H
281 to 500	B	C	D	E	F	H	J
501 to 1 200	C	C	E	F	G	J	K
1 201 to 3 200	C	D	E	G	H	K	L
3 201 to 10 000	C	D	F	G	J	L	M
10 001 to 35 000	C	D	F	H	K	M	N
35 001 to 150 000	D	E	G	J	L	N	P
150 001 to 500 000	D	E	G	J	M	P	Q
500 001 and over	D	E	H	K	N	Q	R

AQL Table For Normal Inspection:

10. DEFECTIVE CLASSIFICATION

Defects detected during inspection are classified in 3 different categories as follow:

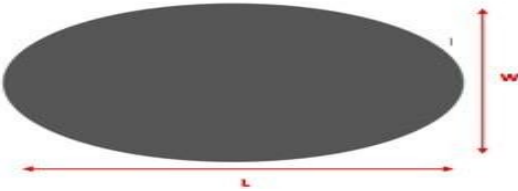
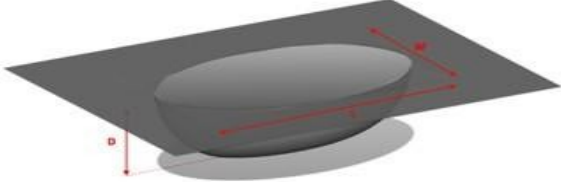

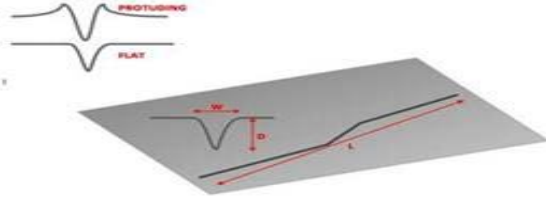
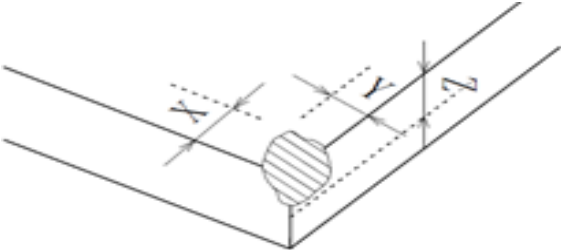
Critical (Cr): A defect that is likely to result in hazardous or unsafe conditions for the individual using the product, likely to cause damages to other products or property or that is generally contravening mandatory regulations.

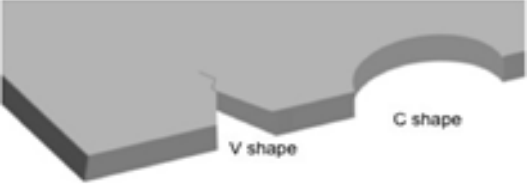
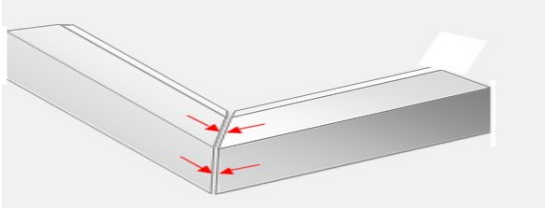
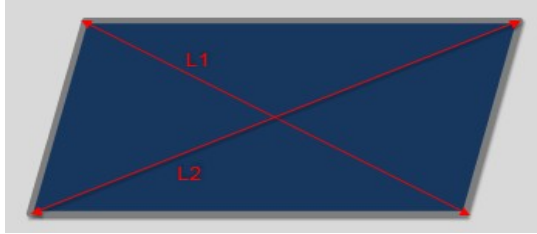
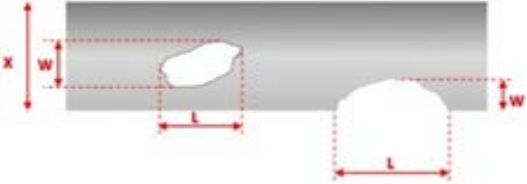
Major (Ma): A defect that is likely reducing the usability or resulting in failure of the product to fulfil its function. Obvious appearance defects those are likely to reduce the sale ability of the product.

Minor (mi): A defect that does not reduce the usability of the product but is nevertheless a workmanship defect beyond the acceptable quality standard.

During inspection, and in case of a product having several defects, the rule is as follows: All defective points shall be reported; the total quantity of minor defects to be reported shall be the sum of minor and major defects.

10.1 Defect description

Item	Description	Reference
DOTS (Circular size)	DOT SIZE: $d = (L + W)/2$ DOT AREA: $A = W \times L$	
DENTS	DENT AREA: $A = W \times L$ DENT VOLUME: $V = D \times L \times W$	
BLISTERS	BLISTER AREA: $A = W \times L$ BLISTER VOLUME: $V = D \times L \times W$	
SCRATCH	Length to width ratio >6:1	
CORNER CHIPS		

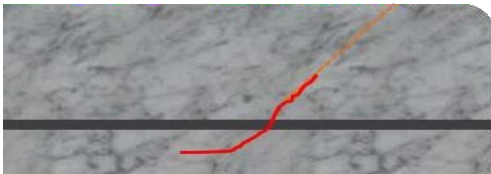
EDGE CHIPS		
ALIGNMENT (Frame)	Gap between the edges of the frame in all directions (x,y,z)	
SLANT (frame, cells)	$SL\% = \frac{2 \times (L1-L2)}{L1+L2}$	
CONDUCTOR SURFACE REDUCTION		


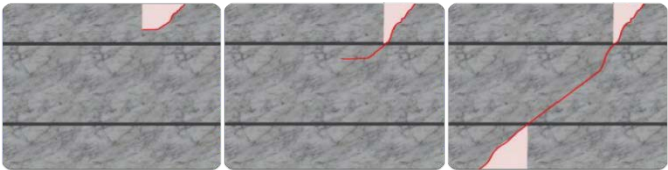
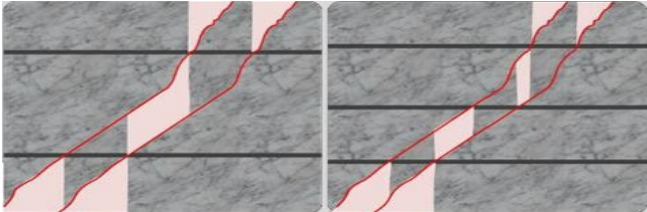
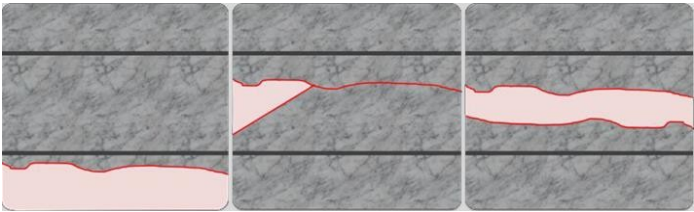
10.2 Potential power loss of cracked cell

The potential power loss (PPL) of a cracked cell is defined as an area that is already or will become inactive if the crack completely pierces through the thickness of the cell.

The area isolated from the busbar by the cracks determines the potential power loss of a cracked cell. The area is defined as the one comprised between the crack(s), the borders of the cell or the busbar(s) and the line perpendicular to the busbar(s).

For the assessment of the PPL, the projection to the border of the cell or to the busbar of the tangent of the crack shall be considered.

Item	Description	Reference
CRACK PROJECTION	CRACK 45°	

	PARALLEL CRACK	
CRACKED CELLS POTENTIAL LOSS	SINGLE CRACK 45°	
	MULTI CRACK 45°	
	PARALLEL	

10.3 Module active / inactive area

The module active area is defined as the area including the solar cells and the electrical conductors.

The module inactive area is defined as the area including frames that do not do nor fit the definition above.

Crystalline Silicon PV Module Colour sorting methodology

The PV module shall be classified in to 3 major color classification based on the PV cell color classes.

The PV cell color classification is based on the type of AR coating deposition process such as in-line and/or tubular PECVD process. There are three major color categories shall be distinguished such as Light blue, Blue and Dark blue.

SILICON CRYSTALLINE PATTERNS CLASSIFICATION REQUIREMENTS FOR PV MODULES

PV modules using multicrystalline solar cells with crystal patterns shall follow standard inspection requirements.

In one module shall only include cells from the same color class and PV modules using cells with mixed color class shall be segregated and re-assessed.

10.4 INSPECTION CONDITIONS

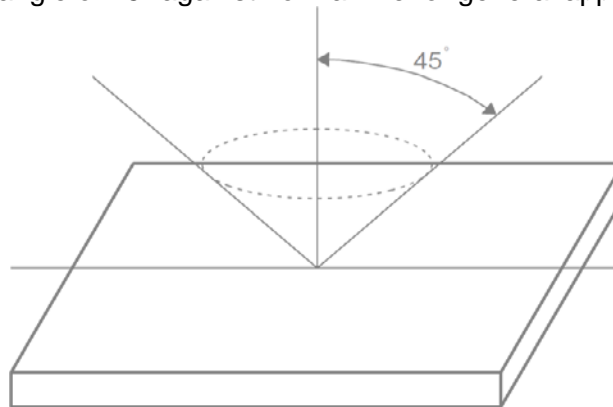
Visual Inspection

Lighting: The visual inspection is to be performed under 1000 Lux lighting, daylight fluorescent lamp or like sunlight perpendicular to the surface of inspection.

Temperature: 25 ± 5 °C

Duration: the inspection time is around 30 seconds per square meter.

Distance: The module to be checked must be placed at 100cm of the eyes under an angle of 45° against normal line for component level checking. The module to be checked has to be placed at a distance of 150cm of the eyes under an angle of 45° against normal line for general appearance level checking.



The test should be performed at STC (25 ± 2 °C, AM1.5, 1000W/m²).

Electroluminescence Test [or EL Test]

Environment: Normal atmospheric temperature

Resolution: The image shall have a minimum resolution of no less than 12 megapixels.

Exposure time $\geq 3s$

Color Inspection

Environment: 0° to $40^{\circ}C$, Humidity $<85\%$.

Equipment: Chroma meter shall provide ΔE values and be verified by an accredited third party less than one year earlier.

Infrared Thermographic Analysis

Environment: Minimum irradiance level: $G > 600W/m^2$, with adequate weather conditions.

Equipment: High-resolution thermal camera (focal plane array sensors of 320×240 minimum and thermal accuracy $\pm 2^{\circ}C$ maximum).

Inspection Tools

Generally the tools used to perform the inspection, especially measurements shall have a precision of more than $1/50$ of the value to be measured.

10.5 SAMPLING AND ACCEPTABLE QUALITY LIMIT

Manufacturer perform 100% inspection of the product or sampling inspection according to the test required. In a general principle, manufacturer will follow 100% inspection of each PV module and for customer inspection will follow ISO2859:1999 standard for sampling procedures and acceptable quality limit definitions shall be applied for each category separately such as Visual Inspection, Flash Test and EL.

Lot definition: In a general manner, lots shall be defined as follows.

$< 5MWp$

$\geq 5MWp$

The quantity may be slightly adjusted to represent full containers.

Sampling Level: During sampling inspections, the inspection levels are defined as follow: General Inspection Level I or II which can be mutually agreed prior to start of the production between the client and supplier.

Acceptable Quality Limits (AQL): Acceptable quality limits are defined as follow:

Critical Defects: AQL 0.0

Major Defects: AQL 1.0

Minor defects: AQL 2.5

In general this standard defines the general guidelines for inspection and decision. In case of special circumstances that is not specified in this document, Quality department shall hold an internal review

together with the related departments for final decision.

11. PROCEDURE CONTENTS

11.1 PACKAGING:

Code	Description	Defect Class	Judgement
A.01	Non-compliance to customer specification	Ma	Not allowed
A.02	Wrong artwork / color / logo	Mi	Not allowed
A.03	Missing, wrong label / packing list	Ma	Not allowed
A.04	Damaged packing	Ma	Not allowed
A.05	Wrong position/slant	Ma	Not allowed
A.06	Deformed/damaged pallet	Ma	Not allowed
A.07	Packing opened / missing seal	Ma	Not allowed
A.08	Wet / torn packing	Ma	Not allowed
A.09	Missing accessories or protective material	Ma	Not allowed
A.10	Position on pallet not secured	Ma	Not allowed
A.11	Wrong packing method used	Ma	Not allowed
A.12	Missing products	Ma	Not allowed
A.13	Mixed products	Ma	Not allowed
A.14	Smudge on printing	Mi	Not allowed
A.15	Peel off Label/packing list	Mi	Not allowed





11.2 LABELS (Manufacturer label, barcode, grounding)




Code	Description	Defect Class	Judgment
.01	Non-compliance to specification	Ma	Not allowed
.02	Missing, wrong manufacturer label	Ma	Not allowed
.03	Unreadable barcode	Ma	Not allowed
.04	Duplicate barcode	Ma	Not allowed
.05	Non indelible marking	Ma	Not allowed
.06	Damaged label	Mi	Not allowed

.07	Wrinkle label	Mi	Not allowed
.08	Smudge on label	Mi	Not allowed
.09	Peel off label	Mi	Not allowed
.10	Missing grounding mark	Mi	Not allowed

11.3 FRAMES



CODE	DESCRIPTION	DEFECT CLASS	TARGET	ACCEPTABLE	DEFECT	REFERENCE DEFECTS
C.01	Size out of spec	Ma	Size within the specification	Deviation < +/- 1mm	Deviation >± 1mm (if not specified)	
C.02	Wrong frame type	Ma	According to BOM	Not allowed	Not allowed	
C.03	Sharp edges	Ma	Edges of the frame are processed to eliminate any risk of injury during handling	No risk of safety issue	Criteria not met	
C.04	Mounting/grounding Holes Missing	Ma	Mounting and grounding holes are set according to specification	No missing mounting and/or ground holes	No deviation allowed	
C.05	Mounting/grounding Holes Misplaced	Ma	Mounting and grounding holes are set according to specification	Deviation of less than ±1mm	≥ ± 1mm (if not specified)	
C.06	Mounting/grounding Holes out of spec	Ma	Mounting and grounding holes are set according to specification	Deviation of less than ±1mm	≥ ±1mm (if not specified)	
C.07	Draining Holes missing, misplaced, out of spec	Mi	Draining holes are set according to specification	No missing Deviation < ±1mm for dimension Deviation < ±5mm for position	Deviation ≥ ±1mm (if not specified) for dimension Deviation ≥ ±5mm (if not specified) for position	
C.08	Missing / Loosen Fixing Screw	Ma	Fixing screw are tighten properly to ensure integrity of the framing	No deviation allowed	No deviation allowed	

C.09	Slant	Ma	The frame forms a rectangular shape with right angle in each corner	Minor slant not affecting the mounting of the module in the structure	SL % >2%	
C.10	Corrosion	Ma	No corrosion issue	No deviation allowed	Beside Criteria not met	
C.11	Poor anodization	Ma	No anodization issue	Anodization reduction does not leave uncoated area	Beside Criteria not met	
C.12	Wrinkle	Ma	There are no wrinkle, waves, ripples or other defects	Wrinkles do not reduce the anodization coating thickness	Beside Criteria not met	
C.13	Dents/blister	Ma	No evidence of blister, bubbles or delamination	Blisters do not reduce the anodization coating thickness	Beside Criteria not met	
C.14	Burr	Ma	Smooth, no burrs	Rough but not frayed, No loose burrs	Beside Criteria not met	
C.15	Breaks	Ma	No evidence of any break or cracks	No deviation allowed	H ≥ 1mm	
C.16	Deformation	Ma	The frame is flat and straight	Minor deformation not resulting in anodizing or mounting issue and L ≤ 5mm	L > 5mm Or Anodization or mounting deterioration	


C.17	Dirt	Mi	The frame is clean and free of stain smear and smudge	Minor smear not resulting in major cosmetic issue. Dirt can be removed using cloth	Dirt area>200mm ² Dirt cannot be easily removed	
C.18	Alignment	Ma	Frames are aligned with no gap in any direction	Space in any direction ≤1mm and Space does not create safety issue	Space>1mm	
C.19	Scratch (flat)	Mi	The surface of the frame is smooth	Other sides: minor scratch not affecting the coating of the frame with L≤50mm and W≤0.5mm and D≤0.1mm are allowed	Other sides: Scratches L>50mm or W>0.5mm or D>0.1mm or Uncoated surface appears	
C.20	Scratch (protruding)	Ma	The surface of the frame is smooth	Minor scratch not affecting the coating of the frame with L≤20mm and W≤0.5mm and D≤0.5mm are allowed	L>20mm, or W>0.5mm, or D>0.5mm or Uncoated surface appears	

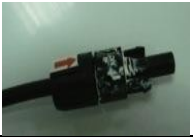
11.4 CABLES

0	DESCRIPTION	DEFECT CLASS	TARGET	ACCEPTABLE	DEFECT	REFERENCE DEFECTS
D.01	Type / model	Ma	According to BOM	No deviation allowed	Deviation not allowed	
D.02	Size	Ma	According to specification	Deviation of length ≤10 mm	Deviation of length >10mm	
D.03	Polarity marks	Ma	The polarity shall be clearly indicated by appropriate indelible marks. The polarity mark shall be positioned on	No deviation allowed	Deviation not allowed	

			the correct cable.			
D.04	Apparent wires	Ma	The wires shall be properly insulated with no risk of electrical shock	No deviation allowed	Deviation not allowed	
D.05	Damaged wires	Ma	The wires shall be properly insulated with no risk of electrical shock and free of any damage	No deviation allowed	Deviation not allowed	
D.06	Cables soiling	Mi	The cables are clean and free of stain, smear and smudge	Minor smear not resulting in major cosmetic issue. Dirt can be removed using cloth.	Dirt area > 50mm ² and Dirt cannot be easily removed	

11.5 CONNECTORS



CODE	DESCRIPTION	DEFECT CLASS	TARGET	ACCEPTABLE	DEFECT	REFERENCE DEFECTS
E.01	Type / model	Ma	According to spec	No deviation allowed	No deviation allowed	
E.02	Size	Ma	According to spec	No deviation allowed	No deviation allowed	
E.03	Closing function	Ma	Functional safety closing	No deviation allowed	No deviation allowed	
E.04	Damage	Ma	The connectors shall not be deformed, cracked, or damaged in order to ensure their function	No deviation allowed	No deviation allowed	
E.05	Connector soiling	Mi	The connectors are clean and free of stain and smudge	Minor dirt that can easily be removed with a cloth, and not resulting in function failure	Dirt area > 100mm ² Dirt cannot be easily removed	

E.06	Connector smear	Ma	The connectors are clean and free of smear	Minor dirt that can easily be removed with a cloth, and not resulting in function failure	Smear that cannot be removed and may result in function failure None allowed	
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11.6 JUNCTION BOX




CODE+B39:H56	DESCRIPTION	DEFECT CLASS	TARGET	ACCEPTABLE	DEFECT	REFERENCE DEFECTS
F.01	Type / model	Ma	According to spec	No deviation allowed	No deviation allowed	
F.02	Size	Ma	According to spec	No deviation allowed	No deviation allowed	



F.03	Cover sealing	Ma	The cover shall ensure the optimum sealing of the box.	No deviation allowed	No deviation allowed	
F.04	Missing cover	Ma	The cover shall ensure its function	No deviation allowed	No deviation allowed	
F.05	Damage	Ma	The junction box shall not be deformed, cracked or damaged in order to ensure its function	No deviation allowed	No deviation allowed	
F.06	Position misalignment /	Ma	According to specification	Slight rotation of the Junction Box within position tolerances	$D > 10\text{mm} \angle > 5^\circ$	
F.07	Loosen	Ma	The junction box shall be securely connected to the module and proper sealing shall be ensured	No deviation allowed	No deviation allowed	

F.08	Junction box soiling	Mi	The junction box clean and free of stain, smear and smudge	Minor smear or dirt that can easily be removed with a cloth, and not resulting in function failure	Dirt cannot be easily removed and dirt area > 100mm ²	
F.09	Bypass diode type	Ma	According to spec	No deviation allowed	No deviation allowed	
F.10	Bypass diode missing	Ma	According to spec	No deviation allowed	No deviation allowed	
F.11	Bypass diode damaged	Ma	According to spec	No deviation allowed	No deviation allowed	
F.12	Bypass diode wrong assembly direction	Ma	According to spec	No deviation allowed	No deviation allowed	
F.13	Missing silicon glue	Ma	There shall be no gaps of any size is allowed	No deviation allowed. If any visible gaps present, then it should pass Wet Hi Pot test.	Criteria not met	
F.14	Inadequate connection between Junction	Ma		Sample pull test specification. Minimum 40N	Criteria not met	
	Box and Module Interconnect ribbon					
F.15	Incomplete bonding between junction box and back sheet	Ma		Sample pull test specification. Minimum 5N	Criteria not met	

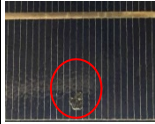

F.16	Excess glue on junction box	Mi		Minor glue residue only. None near electrical connections with influence on electrical performance of module	Criteria not met	
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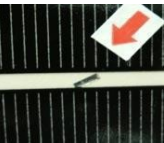





11.7 SUPERSTRATE [GLASS]

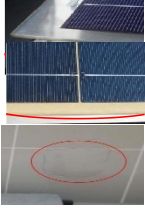
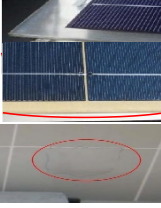
CODE	DESCRIPTION	DEFECT CLASS	TARGET	ACCEPTABLE	DEFECT	REFERENCE DEFECTS
G.01	Type / model	Ma	According to spec	No deviation allowed	No deviation allowed	
G.02	Size	Ma	According to spec	No deviation allowed	No deviation allowed	
G.03	Deformation	Ma	The glass shall not be deformed locally and be flat in all directions	No deviation allowed	No deviation allowed	
G.04	Flaws, smear, discoloration	Ma	The glass shall not be free of local flaws	Minor flaws not affecting the active area	Criteria not met	
G.05	Glass soiling	Mi	The glass shall be clean and free of stain, smear and smudge	Minor smear or dirt that can easily be removed with a cloth	Dirt cannot be easily removed and dirt area > 50mm ²	
G.06	Cracks	Ma	The glass shall be free of any crack crossing the entire thickness	No deviation allowed	No deviation allowed	
G.07	Scratch	Mi	The glass shall be free of any scratch	Minor scratch not affecting the glass mechanical resistance Scratches with L ≤ 30mm and W ≤ 0.2mm and D ≤ 0.2mm are ignored Double Glass L ≤ 50mm, W ≤ 0.5mm and D ≤ 0.3mm	L > 50mm, or W > 0.2mm, or D > 0.2mm; None allowed L > 50mm, W > 0.5mm and D > 0.3mm None allowed	
G.08	Chips, notches	Ma	The glass shall be free of any break, chip or notches	No deviation allowed	No deviation allowed	

G.09	Marks	Mi	The glass surface shall be free of any mark	Minor mark not affecting the glass coating surface Mark surface with $L \leq 20\text{mm}$ and $W \leq 10\text{mm}$ are ignored	$L > 20\text{mm}$, or $W > 10\text{mm}$ not allowed or Mark resulting in removal of coating surface: not allowed	
G.10	Air bubbles Inclusions	Ma	The glass shall be free of any air bubbles and foreign inclusions	Minor inclusions with no thickness reduction Inclusions with $d \leq 1.0\text{mm}$ and $L \leq 2.0\text{mm}$ are ignored $1\text{mm} \leq \phi \leq 2\text{mm}$ & $L \leq 3\text{mm}$ & 3fou rs/m ² .	$d > 1.0\text{mm}$, or $L > 2.0\text{mm}$; $Q > 2$ per m ² $d > 2.0\text{mm}$, or $L > 3.0\text{mm}$; none allowed $\phi > 3\text{mm}$ none allowed	


11.8 ENCAPSULATION




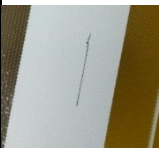


0	DESCRIPTION	DEFECT CLASS	TARGET	ACCEPTABLE	DEFECT	REFERENCE DEFECTS
H.01	Wrinkle, deformation	Ma	Not allowed	Not allowed	No deviation allowed	
H.02	Soiling	Mi	The encapsulation shall be clean and free of stain, smear and smudge	Minor smear or dirt that can easily be removed with a cloth	Dirt cannot be easily removed and dirt area $> 100\text{mm}^2$	
H.03	Blister in active area	Ma		$\phi \leq 1$ ignore ; $1\text{mm} \leq \phi \leq 3\text{mm}$, $Q \leq 2$ $\phi > 3\text{mm}$ None allowed	$L > 15\text{mm}$ & $A > 10\text{mm}^2$ None allowed	
H.04	Blister in inactive area	Ma		$\phi \leq 1$ ignore ; $1\text{mm} \leq \phi \leq 3\text{mm}$, $Q \leq 5$ Adjacent bubbles $L \geq 20\text{mm}$	$L > 15\text{mm}$ & $A > 10\text{mm}^2$ None allowed	
H.05	The edge line mark	Mi		The edge of parallel glass is not counted Off the edge of the glass $\leq 10\text{mm}$	Off the edge of the glass $> 10\text{mm}$	

H.06	Inclusion active area in	Mi	The encapsulation shall be free of any inclusions and foreign matter.	$L \leq 10 \text{mm} \& A \leq 4 \text{mm}^2$ $Q \leq 2$ Foreign matter shall not be connected to any two charged bodies	$L > 25 \text{mm} \& A > 20 \text{mm}^2$	
H.07	Inclusion inactive area in	Mi	The encapsulation shall be free of any inclusions and foreign matter.	$L \leq 10 \text{mm} \& A \leq 4 \text{mm}^2$, $Q \leq 4$ Foreign matter shall not be connected to any two charged bodies	$L > 50 \text{mm}$, $A > 30 \text{mm}^2$	
H.08	Fold	Ma	No fold	Between the cells or between the cells and the bus bar $L \leq 30 \text{mm}$, $Q \leq 6/\text{pcs}$; $30 \text{mm} < L \leq 60 \text{mm}$, $Q \leq 2/\text{pcs}$; Peripheral blank area $L \leq 200$, $W \leq 10 \text{mm}$	Between the cells or between the cells and the bus bar $L > 30 \text{mm}$, $Q > 6/\text{pcs}$; $30 \text{mm} < L \leq 60 \text{mm}$, $Q > 2/\text{pcs}$; Peripheral blank area $L > 200$, $W > 10 \text{mm}$	
H.09	EVA Cover cell	Ma	No Cover	Outside grid line ; $L \leq 3 \text{mm}$, ignored ; $3 \text{mm} < L \leq 10 \text{mm}$, $Q < 4$; $10 \text{mm} < L \leq 15 \text{mm}$, $Q < 2$; $L > 15 \text{mm}$, None allowed	$W > 5 \text{mm}$	
H.10	EVA Covered busbar	Mi		$L \leq 20 \text{mm}$, allowed $W < 2 \text{mm}$, $Q \leq 5$; $W < 3$, $Q < 3$ $20 \text{mm} < L \leq 40 \text{mm}$, $W < 1 \text{mm}$, allowed ; $W < 2$, $Q < 2$, $W < 3$, $Q < 1$	$L > 20 \text{mm}$, None allowed $W > 2 \text{mm}$, $Q > 5$; $W < 3$, $Q > 3$ $L > 40 \text{mm}$, $W > 1 \text{mm}$, None allowed ; $W > 2$, $Q > 2$, $W > 3$, $Q > 1$	 
H.11	White film is missing	Ma		short edge $W < 10 \text{mm}$, allowed ; Long sdge $W \leq 6 \text{mm}$, allowed Quadrangle Parallel to the edge $\leq 40 \text{mm}$, The vertical edges	short edge $W > 10 \text{mm}$, allowed ; Long sdge $W > 6 \text{mm}$, allowed Quadrangle Parallel to the edge $> 40 \text{mm}$	

				≤10mm	, The vertical edges > 10mm	
H.12	EVA residue	Mi	The encapsulation shall be free of EVA residue, especially in the active area	Minor residues in active areas allowed.	L>15mm, or A>20mm ² ; None allowed	
H.13	Delamination	Ma	The encapsulation shall be uniform and continuous without blistering.	No deviation allowed	No deviation allowed	
H.14	Discoloration / Yellowing	Ma	The encapsulation shall be of uniform transparent color	No deviation allowed	No deviation allowed	

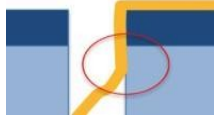
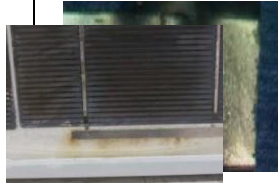
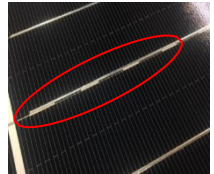
11.9 SUBSTRATE [BACKSHEET] & THE BACK GLASS


0	DESCRIPTION	DEFECT CLASS	TARGET	ACCEPTABLE	DEFECT	
J.01	Blister, wrinkles	Ma	The back sheet shall be flat without wrinkles or blisters	No deviation allowed	No deviation allowed	
J.02	Dents	Ma	The back sheet shall be flat without dents	Minor dents not resulting loss of protection Dents with both D≤1mm and A≤25mm ² are ignored	D>1mm, or A>25mm ² ; Q>2 per m ² D>1mm, or A>50mm ² ; None allowed Or loss of protection: none allowed mm,	

J.03	Burn marks	Ma	The back sheet shall be free of any burn marks	No deviation allowed	No deviation allowed	
J.04	Scratch	Ma	The back sheet shall be free of any scratch	Minor scratch not resulting loss of protection Scratches with both $W \leq 0.2\text{mm}$ and $L \leq 30\text{mm}$,	$W > 0.2\text{mm}$, or $L > 30\text{mm}$, Or EVA apparent	
J.05	Soiling	Mi	The glass shall be clean and free of stain, smear and smudge	Minor smear or dirt that can easily be removed with a cloth	Dirt cannot be easily removed and Dirt area $> 100\text{mm}^2$	
J.06	Barcode	Mi	Barcode to be readable	Bar code on back sheet must be readable	Violation to Acceptance Criteria	
J.07	White porcelain is missing	Ma	There is no scratch	$W \leq 1\text{mm}$, $L \leq 30\text{mm}$, $Q \leq 3/\text{m}^2$ The massive loss $A \leq 10\text{mm}^2$	$L > 1$, None allowed The massive loss $A > 10\text{mm}^2$	
J.08	The gap between the grid and the battery	Ma	gapless	Interval $\leq 5\text{mm}$	Interval $> 5\text{mm}$	
J.09	Glass dislocation	Ma	No dislocation	The overall shift : long edge $\leq 3\text{mm}$, short edge $\leq 2\text{mm}$; Up and down the dislocation : edge $\leq 1.5\text{mm}$, short e	The overall shift : long edge $> 3\text{mm}$, short edge $> 2\text{mm}$; Up and down the dislocation : edge > 1.5	





				dge≤1mm ;	mm, short edge > 1 mm ;	
J.10	Scratch	Mi	The glass shall be free of any scratch	[Double Glass] L≤50mm, W≤0.5mm and D≤0.3mm	L > 50mm, W > 0.5mm and D > 0.3mm None allowe	

11.10 CONDUCTORS & LRF

0	DESCRIPTION	DEFECT CLASS	TARGET	ACCEPTABLE	DEFECT	REFERENCE DEFECTS
K.01	Flux residue	Mi	The conductors shall be free of soldering flux residue	Minor flux residue not resulting in functional loss	Criteria not met	
K.02	Short circuit	Ma	The conductors shall not create any short circuit between the cells	No deviation allowed	Criteria not met	
K.03	Twisted, deformed, broken, Surface reduction	Ma	The conductors shall not be deformed, cracked or damaged in order to ensure their function	Mechanical and electrical integrity of the conductors shall be maintained. The surface reduction shall be less than 20% of the width of the conductor.	Criteria not met	
K.04	Corrosion	Ma	The conductors shall be free of any form of corrosion	No deviation allowed	Criteria not met	
K.05	Soldering defect	Ma	The conductors shall be correctly soldered between each other and to the cells	No deviation allowed. Ribbon shall not deviate in W of more than 0.5mm from the ideal position. Ribbon shall be soldered on busbar.	Criteria not met	

K.06	LRF skewing	Ma	NO skewing	within 80mm of the battery string from the head and tail, the offset welding belt shall be no more than 0.6mm; the remaining positions of the battery string shall be offset from the exposed width of the welding belt to less than 0.5mm	Criteria not met	
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11.11 SEALANTS





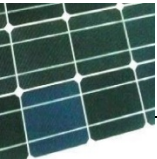
CODE	DESCRIPTION	DEFECT CLASS	TARGET	ACCEPTABLE	DEFECT	REFERENCE DEFECTS
N.01	Missing sealant	Ma	The sealant shall be evenly distributed and cover the whole surface of contact between the components	The sealant section shall not be less than 30% of the original section. The sealant section shall not form a through path between active part of laminates and outer module surface	No deviation allowed	
N.02	Overflowing of sealant (front side of module)	Mi	The sealant shall be evenly distributed without overflowing	Minor overflowing not resulting in major cosmetic issue. Overflowing with both $L \leq 5\text{mm}$ and $W \leq 2\text{mm}$ is ignored	$L > 5\text{mm}$ or $W > 2\text{mm}$, $Q > 1$ per m^2 $L > 10\text{mm}$ or $W > 5\text{mm}$, $Q > 0$	 
N.03	Overflowing of sealant (back side of module)	Mi	The sealant shall be evenly distributed without overflowing	Minor overflowing not resulting in major cosmetic issue. Overflowing with both $L \leq 50\text{mm}$ and $W \leq 5\text{mm}$ is	$L > 50\text{mm}$ or $W > 5\text{mm}$, $Q > 2$ per m^2 $L > 50\text{mm}$ or $W > 10\text{mm}$, $Q > 0$	

				ignored	
N.04	Overflowing of sealant (between frames edge)	Mi	The sealant shall be evenly distributed without overflowing	Minor overflowing not resulting in major cosmetic issue. Overflowing with $A \leq 15 \text{mm}^2$ is ignored	$A > 15 \text{mm}^2$, $Q > 2$. $A > 20 \text{mm}^2$, $Q > 0$.

11.12 SOLAR CELLS

CODE	DESCRIPTION	DEFECT CLASS	TARGET	ACCEPTABLE	DEFECT	REFERENCE DEFECTS
P.01	Type	Ma	Only 1 type of cells compose the module	No deviation allowed	No deviation allowed	
P.02	Pin hole	Ma	Cells shall be free of pin holes	No deviation allowed	No deviation allowed	
P.03	Space between cells	Ma	Cells are spaced evenly with no risk of short circuit	There should be no short circuit	$S < 1.0 \text{mm}$	
P.04	Space between Strings	Ma	Strings are spaced evenly with no risk of short circuit	There should be no short circuit	$S < 2.0 \text{mm}$	
P.05	Space between cells and frames	Ma	There is a minimum space between cells and frames with no risk of short circuit	As per IEC requirements	$S < 8.4 \text{mm}$	
P.06	Space between cells and string connectors	Ma	There is a minimum space between cells and string connectors with no risk of short circuit	There should be no short circuit	$S < 2.0 \text{mm}$	
P.07	String offset	Ma	Strings are aligned with each other	There should be no short circuit	$> 2 \text{mm}$	
P.08	Offset of cell / cell location	Ma	Cells are aligned with other both horizontally and vertically	There should be no short circuit	$> 2 \text{mm}$	

P.09	Cell connector misalignment	Ma	Cells connectors are aligned with bus bars.	There should be no short circuit	>2mm	
P.10	Corrosion	Ma	The cells shall be free of any form of corrosion	No deviation allowed	No deviation allowed	
P.11	Burn marks	Ma	The cell shall be free of any burn	No deviation allowed	No deviation allowed	
P.12	Cracks	Ma	Cells shall be free of any visible cracks or breaks	Visible cracks are not allowed. However the final judgement shall be made as per the EL criteria is meeting then it can be accepted.	None allowed outside of EL criteria	 
P.13	Scratch	Mi	Cells shall be free of any visible scratch	Minor scratch not affecting the cell integrity or the printing And $L \leq 20\text{mm}$, $W \leq 0.2\text{mm}$ are ignored Scratches and scratches on the back of double-sided batteries $L \leq 50\text{mm}$	$L \leq 30\text{mm}$ or $W \geq 0.2\text{mm}$; $Q > 1$ per cell $L > 30\text{mm}$ or $W > 0.2\text{mm}$; $Q > 0$ Scratches and scratches on the back of double-sided batteries $L > 50\text{mm}$	
P.14	Soiling	Mi	The cells shall be clean and free of stain, smear and smudge	No deviation allowed	No deviation allowed	
P.15	V notch	Ma	The edge of the cell is smooth, no nicks	No deviation allowed. However the final judgement can be made based on EL criteria as long as there is no propagation of crack inside the cell is acceptable	None allowed outside of EL criteria	 

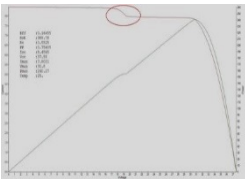
P.16	C notch	Mi	The edge of the cell is smooth, no nicks	Break does not have sharp angles dimensions are below criteria $L \leq 12\text{mm}$, $W \leq 3\text{mm}$, and maximum allowed one per cell. However the final judgement can be made based on EL criteria as long as there is no propagation of crack inside the cell is acceptable	None allowed outside of EL criteria	
P.17	Hot damage spot	Ma	The cells shall be free of damage resulting from hot spot	No deviation allowed	No deviation allowed	 
P.18	Discontinued grid	Ma	The grid is even and homogenous.	Any combination of scratch, smudge, stain that reduce the grid width by less than 20%.	Grid is discontinued $>2\text{mm}$ or $>3\%$ of the grid area AND quantity of defective cells $>5\%$	
P.19	Cell discoloration	Ma	Color of cells is uniform	Minor discoloration with no effect on cell performance	Obvious discolored area	
P.20	Color difference between cells	Mi	Color of adjacent cells is uniform	Minor color difference between adjacent cells ($\Delta E \leq 5$) Double-sided battery plate allows color	Obvious color difference between 2 or more adjacent cells ($\Delta E > 5$), Or effect on cell performance	

				difference on the back of the battery plate		
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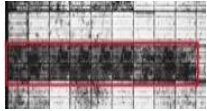
11.13 ELECTRICAL CHARACTERISTICS

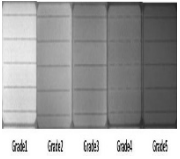
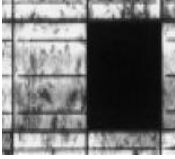
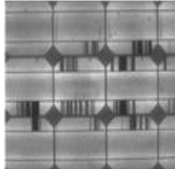
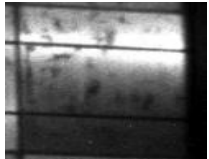
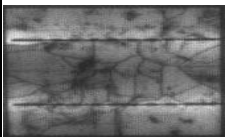

CODE	DESCRIPTION	DEFECT CLASS	TARGET	ACCEPTABLE	DEFECT	REFERENCE DEFECTS
Q.01	Output power	Ma	According to technical datasheet	Output power shall be within the specified nominal power tolerance	No deviation allowed	
Q.02	Fill Factor	Ma	Fill factor shall be as high as possible	FF \geq 75%	Fill Factor FF<75%	
Q.03	Other electrical characteristics	Mi	According to technical datasheet	Electrical characteristics shall be within the specified tolerance	No deviation allowed	

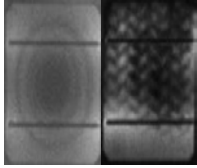

11.14 IV CURVE APPEARANCE

CODE	DESCRIPTION	DEFECT CLASS	TARGET	ACCEPTABLE	DEFECT	REFERENCE DEFECTS
R.01	IV CURVE shape	Ma	The IV curve should be a smooth line with no bumps or sudden fluctuations	No more than 1 irregularity in the curve shape of $\leq 0.1A$	At least one irregularity in the curve shape $> 0.1A$	

11.15 ELECTROLUMINESCENCE TEST

CODE	DESCRIPTION	DEFECT CLASS	TARGET	ACCEPTABLE	DEFECT	REFERENCE DEFECTS
S.01	Cells difference class	Ma	Homogenous brightness of all the module cells	Minor mismatch between cells not resulting in power loss	>5% cells mismatched cells	

S.02	PERC cells Light and shade film	Ma	No difference in brightness	Allows brightness and darkness levels within 4 levels (including level 4)	Brightness contrast greater than level 4	
S.03	Short circuit cell	Ma	All cells shall be functional No black cells	No deviation allowed	No deviation allowed	
S.04	Grid Defect / Broken Fingers	Mi	The cells shall be free of any grid / broken fingers	Total broken finger net area is ≤5% of total cell area, no continuous broken finger is detected, and net affected cell count is ≤10% of total cell quantity in module.	Criteria not met	
S.05	Cold Soldering	Ma	The soldering of the ribbon shall ensure a good circulation of the current in the cell	None allowed	Criteria not met	
S.06	CRACKS TREE SHAPED(more than one direction or more than one crack connecting each other)	Ma	The cells shall be free of any crack.	None allowed.	None allowed.	
S.07	CRACKS +/-45° Parallel Single direction	Ma	The cells shall be free of any crack.	Cracks of less than 10mm are ignored and L=10-50mm, 2 cracks per cell allowed and L>50mm, none allowed and No more than 3cells contains crack >10mm per module	Criteria not met	

S.08	PROCESSING MARKS / BLACK HEART CELL	Mi	The cells shall be free of any dark area related to the manufacturing process.	None allowed	Criteria met	not	
S.09	DARK EDGE	Ma	The cells shall be free of obvious brightness difference at the edge of the solar cell		Criteria met	not	

11.16 PRODUCT SAFETY TESTS

CODE	DESCRIPTION	DEFECT CLASS	TARGET	ACCEPTABLE	DEFECT	REFERENCE DEFECTS
T.01	Dielectric Withstand Test	Cr	According to SOP	Within the specified limit as per the technical datasheet	No deviation allowed	Test Condition: (System Voltage x2 + 1000V) x120% during 1 second
T.02	Electrical Isolation Test (Dry Hipot).	Cr	According to SOP	The module shall be observed during the test and there shall be no signs of arcing. Leakage current shall not exceed 100A/m ² whichever is greater. AC leakage current resulting from power supply ripple and dc current resulting from capacitive charging should not be considered.	No deviation allowed	To ensure electrical isolation of the PV circuit from any externally exposed conductive parts and to promote electrical safety for personnel.
T.03	Ground Continuity Test	Ma	According to SOP IEC61730	The resistance between the manufacturers specified grounding point and any accessible conductive less.	No deviation allowed	To verify that electrical continuity exists between accessible parts (i.e., frame, structural members, or edge enclosures) and the module frame or grounding point. If there are no accessible conductive parts,

						this test may be omitted.
T.04	Temperature variation	Ma	The cells have a homogeneous temperature and the product does not show any overheating	Temperature deviation $\leq 12^{\circ}\text{C}$ except around the junction box	Temperature deviation $> 12^{\circ}\text{C}$, except around the junction box	

12. PACKAGING

Packing should be in the lots of 30 modules or as per standard size of the vendors carton boxes with soft pads on both ends or in polyethylene foam packing to absorb transit handling shocks.

The final packing of the individual carton boxes shall be in an outer sealed plywood box with shock and tilt sensors placed.

Manufacture name, cell type, lot number, wattage/efficiency, quantity, month of manufacture to be identified on each primary packing.

Total quantity of SPV bifacial modules in each carton and plywood box to be displayed.

Purchase order(PO) number and item description to be mentioned on the outer sealed wood boxes.

Humidity below 60%, and temperature $\leq 40^{\circ}\text{C}$.

SPV bifacial modules should be sampling inspected again if the storage time over 45 days

All the copies of factory acceptance test certificates should be enclosed with the materials.

13. MANUFACTURER DOCUMENTATION

- Manufacturer to share the Cell design details along with General Technical Particulars.
- Any deviations details from requested specifications and tender conditions.
- All filled Annexures.
- Manufacturer shall attach photographs and drawings of front and back side of solar PV bifacial module. Clearly indicating all the dimensions meeting the requirements.
- Manufacturer to produce SPV module efficiency and current sorting Procedure, 150milli amps shorting current and 3 bins minimum.
- Manufacturer to provide accelerated life cycle testing indicating the LID & LeTID related degradations.
- Manufacturer to supply YoY degradation data as per Degradation Annexure.
- Inspection criteria for colour uniformity and appearance
- Reverse current and shunt resistance screening Procedure
- Manufacturer to share the online Electroluminescence (EL) test reports of all the cells.
- Calibration details against Fraunhofer ISE or equivalent,
- The Average Cell efficiency is to be 22.3% and Module Power falls below rated Wp than Manufacturer need to revisited the cell calibration as per industrial standards and 3rd party lab NABL accredited / ISO 17025 or equivalent.

- Manufacturer to provide IV curve and Spectral Response
- Manufacturer to provide complete general technical particular of Bill of Materials used.

DOCUMENT	DOCUMENT FORMAT	COMPLIANCE
Factory certificates (ISO9001, ISO14001, OHSAS18001)	Soft copy	Mandatory
Company (factory) business license	Soft copy	Mandatory
Factory/Quality/Management representative contact details	Email or STS Form	Mandatory
Quality Control Plan	Soft copy	Optional
In-house laboratory accreditation certificate	Soft copy	Mandatory if in the scope
Workshops layout	Soft copy or Hard copy	Optional
List of production equipment (incl. serial numbers)	Email or OWNER Form	Optional
List of testing equipment (incl. serial numbers)	Email or OWNER Form	Mandatory
Testing Equipment calibration reports/certificates	Soft copy or Hard copy	Mandatory
List of appointed production sites	Email or OWNER Form	Mandatory
List of appointed manufacturing workshops for each production site	Email or OWNER Form	Mandatory
Product technical datasheet	Soft copy	Mandatory
Product technical drawings (front and rear sides) or General Arrangements drawings	Soft copy	Mandatory
Bill of Materials (for all components)	Soft copy or OWNER Form	Mandatory
Inventory level (for all components)	Soft copy or OWNER Form	Mandatory
Mandatory Product Certificates (including Constructional Data Form)	Soft copy or Hard copy	Mandatory
Production and Delivery Schedule	Email or OWNER Form	Optional
Deviation Sheet (if applicable)	Soft copy	If applicable
Container loading configuration: quantity of products per carton quantity of products per pallet quantity of products per container container dimensions method of prevention of pallets movement during transportation	Email or OWNER Form	Mandatory
Packaging Design (including pallets, carton thickness)	Soft copy	Mandatory
Current sorting procedure	Soft copy or OWNER Form	If applicable
Current sorting identification on carton box	Soft copy or OWNER Form	If applicable
Product Power Range	Email or Soft copy	Mandatory

DOCUMENT	DOCUMENT FORMAT	COMPLIANCE
Serial number nomenclature	Soft copy or Hard copy	Mandatory
Label sample	Soft copy or Hard copy	Mandatory
Installation Manual	Soft copy	Mandatory
Datasheets of the following materials listed in Bill of Materials Backsheet Solar Cell EVA Glass Frame Junction Box set (box, cables, diodes, connectors) Adhesive Sealant Cell connectors String interconnectors	Soft copy	Mandatory

Product temperature coefficients source (test report)	Soft copy	Mandatory
RFID SOP	Soft copy or Hard copy	If applicable

- Manufacturer to submit manufacturing (cell) capacity and list of equipment(manufacturing testing)
- Details of purchase of Raw materials for Cell BOM.
- Manufacturer to publish the following data of the cell performance

SPV BI FACIAL MODULE PERFORMANCE				
Irradiance	Cell Temperature			
W/m2	15°C	25°C	50°C	75°C
1100				
1000				
900				
800				
700				
600				
500				
400				
300				
200				
100				

14. ACCEPTANCE CRITERIA

SPV Bifacial Module Degradation Annexure		
Year	Degradation in SPV Cell Wp	Degradation in %
0-1		
1-2		
2-3		
3-4		
4-5		
5-6		
6-7		
7-8		
8-9		
9-10		
10-11		
11-12		
12-13		
13-14		
14-15		
15-16		
16-17		
17-18		
18-19		
19-20		
20-21		

21-22		
22-23		
23-24		
24-25		
25-26		
26-27		
27-28		
28-29		
29-30		

SPV Module Electrical Characteristics Front Side						
Efficiency	Power(W)	Voltage (Vmpp)	Current (Impp)	Open Circuit Voltage (Voc)	Short-circuit Current (Isc)	Fill Factor (%)
23.50 to 23.60						
23.40 to 23.50						
23.30 to 23.40						
23.20 to 23.30						
23.10 to 23.20						
23.00 to 23.10						
22.90 to 23.00						
22.80 to 22.90						
22.70 to 22.80						
22.60 to 22.70						
22.50 to 22.60						
22.40 to 22.50						
22.30 to 22.40						
22.20 to 22.30						
22.10 to 22.20						
22.00 to 22.10						
21.90 to 22.00						
21.80 to 21.90						
21.70 to 21.80						
21.60 to 21.70						
21.50 to 21.60						
21.40 to 21.50						
21.30 to 21.40						
21.20 to 21.30						

SPV Cell Electrical Characteristics Back Side

(Testing condition: AM1.5 spectrum; 25°C; 1000W/m²; Tolerance: ±1.5%;)

Efficiency	Power(W)	Voltage (Vmpp)	Current (Impp)	Open Circuit Voltage (Voc)	Short-circuit Current (Isc)	Fill Factor (%)
22.00 to 22.10						
21.90 to 22.00						
21.80 to 21.90						
21.70 to 21.80						
21.60 to 21.70						
21.50 to 21.60						
21.40 to 21.50						
21.30 to 21.40						
21.20 to 21.30						
21.10 to 21.20						
21.00 to 21.10						
19.90 to 21.00						
19.80 to 19.90						
19.70 to 19.80						
19.60 to 19.70						
19.50 to 19.60						
19.40 to 19.50						
19.30 to 19.40						
19.20 to 19.30						
19.10 to 19.20						
19.00 to 19.10						
18.90 to 19.00						
18.80 to 18.90						
18.70 to 18.80						
18.60 to 18.70						
18.50 to 18.60						
18.40 to 18.50						
18.30 to 18.40						
18.20 to 18.30						
18.10 to 18.20						
18.00 to 18.10						
17.90 to 18.00						
17.80 to 17.90						
17.70 to 17.80						
17.60 to 17.70						
17.50 to 17.60						
17.40 to 17.50						
17.30 to 17.40						

17.20 to 17.30						
17.10 to 17.20						
16.90 to 17.10						

QUALITY DURING MANUFACTURING / PRODUCTION

During production, the Manufacturer shall provide access to or provide the following data: Quality Control Records (IQC, IPQC, FQC)

After the end of each production shift, the Manufacturer shall provide access to or provide the following data: I-V curves (all, if available)

I-V test results (Flash data) including current class (when Mandatory) of each product (all) Electro-Luminescence pictures (all final EL pictures)

Safety Test records (if available)

List of conforming and non-conforming products serial numbers (finished or semi-finished) List and quantity of reworked products serial numbers before lamination

List and quantity of reworked products serial numbers after lamination List of all serial numbers

Daily/Shift Production Summary, including product type and

quantity: Total input,

Total output,

Total

qualified,

Total not qualified,

Rework before

lamination, Rework

after lamination

- Update sheet on curative, corrective and preventive actions related to non-conformities Inventory level (for all materials in the BOM)
- Daily Material consumption for production of the order (for all materials in the BOM)

After the end of each production lot test, the Manufacturer shall provide access to or

- provide the following data: I-V test results (Flash data) including current class of each product (all) of qualified products
- RFID data (if Mandatory)

During Final Quality Control, the Manufacturer shall provide access to or provide

- the following data: I-V curves (all retested products)
- I-V test results (Flash data) of all retested products, including current class
- (when Mandatory) Electro-Luminescence pictures (all retested products)
- List of serial numbers tested

Cl. No	TECHNICAL SPECIFICATIONS	
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After Pre-Shipment Inspection and Laboratory Tests, the Manufacturer shall provide access to or provide the following data:

- Revised I-V test results (Flash data) including current class of each product (all) of qualified products including replacement products and internal container number
- List of Non-Conforming products
- segregated Packing List

Within 2 working days after Dispatch of the Products into containers, the Manufacturer shall produce access to or provide the following data:

- Final I-V test results (Flash data) including current class of each product (all) of qualified products including replaced products and container numbers
- List of Non-Conforming products
- segregated Final Packing List
- RFID data (if Mandatory)