



SECTION - I

INVITATION

FOR BIDS (IFB)

INVITATION FOR BIDS (IFB)

FOR

**Operations & Maintenance contract including Insurance for 05 (Five) Years of
10 MW Ground Mounted Solar Power Project**

at

Badi Sid, Rajasthan

(Single Stage Two Envelope Bidding followed by e-Reverse Auction)

Under e-Tendering

- 1.0 Solar Energy Corporation of India Limited (SECI) is a CPSU under the administrative control of the Ministry of New and Renewable Energy (MNRE), set up on 20th Sept, 2011 to facilitate the implementation of JNNSM and achievement of targets set therein. It is the only CPSU dedicated to the solar energy sector. It was originally incorporated as a section-3 (not for profit) company under the Companies Act, 2013.

In the present outlook of the RE sector, especially solar energy, SECI has a major role to play in the sector's development. The company is responsible for implementation of a number of schemes of MNRE for large-scale grid-connected projects under NSM, solar park scheme and grid-connected solar rooftop scheme along with a host of other specialised schemes. In addition, SECI is also developing its own Solar, Floating & Hybrid innovative RE Projects & is providing consultancy services to various major CPSUs for developing turnkey basis RE Projects. The company also has power trading license and is active in this domain through trading of solar power from projects set up under the schemes being implemented by it.

- 2.0 SECI, envisages the execution of the Operations & Maintenance contract including Insurance of its existing 10 MW Ground Mounted Solar PV Power Plant at Badi Sid, Rajasthan. This would not only be a leap towards harnessing the use of renewable energy for Rajasthan but also be means of self-reliant and economical expenditure on energy requirement, which would capitalize the abundance of Solar Energy resource in the region.
- 3.0 The selection of the Contractor for the "Operations & Maintenance contract including Insurance for 05 (Five) Years of 10 MW Ground Mounted Solar Power Project at Badi Sid, Rajasthan" will be carried out by Solar Energy Corporation of India Limited (A Government of India Enterprise) incorporated under the Companies Act, 2013, having its Registered Office at 6th Floor, Plate – B, NBCC Office Block Tower – 2, East Kidwai Nagar, New Delhi - 110 023 (hereinafter referred to as 'SECI' or OWNER). For the

purpose of all Service and procurement activities related to the said works, SECI shall be referred to as 'SECI or Owner'.

4.0 SECI, therefore, invites bids from eligible bidders to participate in the tender for Operations & Maintenance contract including Insurance for 05 (Five) Years of 10 MW Ground Mounted Solar Power Project at Badi Sid, Rajasthan as per the aforementioned details.

5.0 **VOID**

6.0 The complete Bidding Documents are available at ISN-ETS portal <https://www.bharat-electronictender.com>, Central Public Procurement portal (CPMP) of GoI at www.eprocure.gov.in as well as on SECI's website <http://www.seci.co.in>. However, for the purpose of participation, the official copy of the bidding documents shall only be downloaded from SECI's e-tendering portal at <https://www.bharat-electronictender.com>, as per the provisions available therein. Accordingly, the online bid also has to be uploaded by the respective bidders at <https://www.bharat-electronictender.com> only & no other mode of participation is permitted for this tender document other than ISN-ETS Portal..

7.0 Interested bidders have to necessarily register themselves on the portal <https://www.bharat-electronictender.com> through M/s Electronic Tender.com India Pvt Ltd (ETI), New Delhi to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s ETI, New Delhi to complete the registration formalities. The address of M/s ETI is mentioned on the Bid Information Sheet. All required documents and formalities for registering on ETI are mentioned in the subsequent bidding documents.

They may obtain further information regarding this IFB from the registered office of SECI at the address given on the Bid Information Sheet from 10:00 hours to 17:00 hours on all working days till the last date of the Bid Submission.

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

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

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opening the bids (Separate for both First Envelopes as well as Second Envelopes). **The same may be submitted on the portal as per the provisions existing for submission of the pass-phrase and as per the details given in ITB.**

In the event, SECI is unable to open the Bids with the given pass-phrase provided by the bidders, Owner on its discretion may give an option through the portal, to the bidder to open its bid as per provisions available on the portal. However, Owner shall not be responsible if bid could not be opened within reasonable time for whatsoever reason. In such a case, the bid shall be sent unopened to 'Archive' on the portal and shall not be considered at all any further.

- 9.0 A Single Stage Two Envelope Bidding Procedure will be processed as detailed in the Bidding Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of ITB/ BDS and the contract shall be executed as per the provisions of the Contract. It shall be noted that the respective rights of the Owner and the Bidder/ Contractor shall be governed by this Bidding Documents and Contract signed between the Owner and the Contractor for the package.
- 10.0 Bidders should submit their bid proposal online complete in all aspect on or before last date and time of Bid Submission as mentioned on ETS Portal of ISN-ETS at <https://www.bharat-electronictender.com> and as indicated in the Bid Information Sheet.
- 11.0 Bidder shall submit bid proposal along with non-refundable Tender Processing Fees, Earnest Money Deposit (EMD) if applicable/ Bid Securing Declaration complete in all respect as per the Bid Information Sheet. Techno-Commercial bids will be opened as per the Bid Information Sheet in offline/ online presence of authorised representatives of bidders who wish to be present offline/ online. Bid proposals received without the prescribed Tender Processing Fees and Earnest Money Deposit (EMD, if applicable) or Bid Securing Declaration will be rejected. **In the event of any date indicated is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.**
- 12.0 Tender documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from ETS Portal of ISN-ETS at <https://www.bharat-electronictender.com>. **It is mandatory to download official copy of Tender Document from ISN-ETS Portal to participate in the Tender.** Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this Tender shall be uploaded on ETI site. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above mentioned ETI site. The same may also be uploaded on SECI website <http://www.seci.co.in> also. **However, in case of any discrepancy, the information available on ETI site shall prevail.**
- 13.0 The Bidder selected shall be responsible for the performance of the following scope of work (more detailed in this tender document):

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- (i) Operations & Maintenance contract including Insurance for 05 (Five) years of 10 MW Grid Connected Ground Mounted Solar Power Project at Badi Sid, Rajasthan.
- (ii) Performance demonstration, as detailed in technical specification, including supply and storage of all mandatory spare parts, consumables, repairs/ replacement of any defective equipment, etc.

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

- 14.0 EMD shall be enclosed in a sealed envelope and shall be submitted in the office of Owner (offline) whose mailing address is mentioned in the Bid Information Sheet.
- 15.0 Performance Securities as per this tender document shall be furnished by the successful bidder after issuance of Notification of Award (NOA)/ Work Order (WO)/ Letter of Award (LOA) by the Owner.
- 16.0 The detailed Qualifying Requirements (QR) are given in the section, "Annexure to BDS".
- 17.0 The Owner shall conduct Bidding process, as per provisions of **Instructions to Bidders (ITB)** of Tender documents.
- 18.0 ***Owner reserves the right to cancel/ withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.***

INTERPRETATIONS

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

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

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BID INFORMATION SHEET

The brief details of the tender are as under:

(A)	NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB	1.1 Operations & Maintenance contract including Insurance for 05 (Five) Years of 10 MW Ground Mounted Solar Power Project at Badi Sid, Rajasthan. 1.2 Performance demonstration, as detailed in technical specification, including services and storage of all mandatory spare parts, consumables, repairs/ replacement of any defective equipment, etc. 1.3 The detailed scope of work is given in Section VII: Scope of Work, specifications and Drawings of this bidding documents.				
(B)	TENDER NO. & DATE	SECI/C&P/OP/14/004/2022-23 dated 02/11/2022				
(C)	SOURCE OF FUNDS	Owner as defined in the Bid Data Sheets (BDS) intends to finance the package through domestic funding and own resources.				
(D)	TYPE OF TENDER	“Single Stage Two Envelope “online Bidding system followed by e-Reverse Auction.				
(E)	COMPLETION/ CONTRACT PERIOD	As mentioned in Special Conditions of Contract (SCC).				
(F)	COST OF BIDDING DOCUMENTS	Free of cost				
(G)	TENDER PROCESSING FEE	<table><tr><td>APPLICABLE</td><td>Yes</td></tr><tr><td>NOT APPLICABLE</td><td></td></tr></table> Amount: INR 25000/- (Indian Rupees Twenty-Five Thousand only) inclusive of GST @ 18%	APPLICABLE	Yes	NOT APPLICABLE	
APPLICABLE	Yes					
NOT APPLICABLE						

(H)	EARNEST MONEY DEPOSIT (EMD)	APPLICABLE	Yes
		NOT APPLICABLE	
		Amount: INR 12,07,000/- (Indian Rupees Twelve Lakhs Seven Thousand only)	
(I)	CONTRACT PERFORMANCE SECURITY	APPLICABLE	Yes
		NOT APPLICABLE	
(J)	DATE, TIME & VENUE OF PRE-BID MEETING & SITE VISIT	Pre-Bid Meeting 1100 HRS (IST) on 09/11/2022 Venue will be intimated subsequent to the release of tender document.	
(K)	OFFLINE & ONLINE BID-SUBMISSION DEADLINE	<u>05/12/2022 up to 1400 HRS</u>	
(L)	OFFLINE & ONLINE BID OPENING	<u>05/12/2022, 1600 HRS onwards</u>	
(M)	FINANCIAL BID OPENING	To be intimated subsequent to the shortlisting of Techno Commercial Bids	
(N)	TECHNICAL QUERIES CONTACT DETAILS	<p>Shri Kaustuv Roy General Manager (PS) - Project-I Solar Energy Corporation of India Limited (A Government of India Enterprise) 6th Floor, Plate – B, NBCC Office Block Tower – 2, East Kidwai Nagar, New Delhi - 110 023 E mail: kaustuv.roy@seci.co.in Phone: 011-24666323</p> <p>Or</p> <p>Ms. Anita Mohan Goel Senior Manager (PS) – Project -I</p>	

		Solar Energy Corporation of India Limited (A Government of India Enterprise) 6 th Floor, Plate – B, NBCC Office Block Tower – 2, East Kidwai Nagar, New Delhi - 110 023 E mail: anitaag@seci.co.in Phone: 011-24666224
(O)	CONTACT OF ETI	DETAILS M/s Electronic Tender.com (India) Pvt Ltd Registered Office: 6, Jain Mandir Road, New Delhi-110001 Corporate Office: 1001, City Court, M. G. Road, Gurugram - 122002, Haryana Contact Person: ETS Support Team Contact No.: +91-124-4229071, 4229072 Email: support@esn-ets.com

- 1.0 Bids must be submitted strictly in accordance with Clause no. 11 of ITB depending upon Type of Tender as mentioned at Clause no. (D) of Bid Information Sheet. The IFB is an integral and inseparable part of the Tender document.
- 2.0 Bidder(s) are advised to bid strictly as per terms and conditions of the tender documents and not to stipulate any deviations/ exceptions.
- 3.0 Any bidder, who meets the Qualifying Requirement and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from ETS Portal of ISN-ETS (<https://www.bharat-electronictender.com>) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.
- 4.0 No Manual / Hard Copy of the Bid shall be acceptable. Clarification(s)/ Corrigendum(s) if any shall also be available on above referred websites.
- 5.0 Owner will release NOA/ WO/ LOA to the successful bidder. The NOA/ WO/ LOA for the job shall be awarded in following respective parts as mentioned below:
 - a) For providing Comprehensive Operations & Maintenance contract including Insurance for 05 (Five) Years of 10 MW Ground Mounted Solar Power Project at Badi Sid, Rajasthan as detailed in technical specification including supply and storage of all spare parts, consumables, repairs/ replacement of any defective equipment etc.



SECTION - II

INSTRUCTION TO BIDDERS (ITB)

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Preamble

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

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

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

Further in all matters arising out of the provisions of this Tender document, the LAWs of the Union of India shall be the governing LAWs and the respective courts of Owner/Site shall have exclusive jurisdiction.

1 SCOPE OF BID

- 1.1 The Owner wishes to receive Bids from experienced Bidders for Operations & Maintenance contract including Insurance of 10 MW existing Grid Connected Ground Mounted Solar PV Power Project at Badi Sid, Rajasthan as described in the Bidding documents/ Tender documents issued by Owner.
- 1.2 SCOPE OF BID: The scope of work/ Services shall be as defined in the Tender documents.
- 1.3 The successful bidder will be expected to complete the entire scope of work within the period stated in Section - V, Special Conditions of Contract.
- 1.4 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2 ELIGIBLE BIDDERS

- 2.1 The Bidder shall not be under a declaration of ineligibility by Owner for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause no. 39" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder shall not have been debarred by Owner/ Ministry of New & Renewable Energy (MNRE) or any other ministries and / or any other Government Department, Agencies or CPSUs from future bidding due to "poor performance" or "corrupt and fraudulent practices" or any other reason in the past.

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

It is the sole responsibility of the Bidder to have informed SECI about any change in status of the declaration (if any) prior to award of contract, the same has to be informed promptly to Owner by the bidder.

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

- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on the due date of submission of bid. In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to Owner by the bidder. It shall be the sole responsibility of the bidder to inform Owner in case the bidder is under any liquidation court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no. 39 of ITB.

- 2.4 Bidder shall not be affiliated with an entity:
- (i) that has provided consulting services related to the work to the Owner during the preparatory stages of the work or of the project of which the works/ services forms a part of or
 - (ii) that has been hired (proposed to be hired) by the Owner as an Engineer/ Consultant for the contract.
- 2.5 Neither the entity [appointed as the Project Management Consultant (PMC)/Consultancies for a contract] nor its affiliates/ JV's/ Subsidiaries shall be allowed to participate in the tendering process.
- 2.6 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria as mentioned in the Annexure to BDS.

3 BIDS FROM CONSORTIUM/ JOINT VENTURE

- 3.1 Unless otherwise specified in the Bid Data sheet (BDS), Bids from Consortium/ Joint Venture are allowed.

4 NUMBER OF BIDS PER BIDDER

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

5 COST OF BIDDING & TENDER PROCESSING FEE

5.1 COST OF BIDDING

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

5.2 TENDER PROCESSING FEE (NON-REFUNDABLE)

- 5.2.1 A non- refundable Tender Processing Fee, if applicable, is to be submitted in the form of 'either through NEFT/ RTGS transfer in the account of SECI or Demand Draft/ Banker's Cheque in favour of "Solar Energy Corporation of India Limited, New Delhi" payable at New Delhi. The Tender Processing Fee is to be submitted along with the bid for the amount as mentioned in the Bid Information Sheet attached under Section - I (Invitation for Bids, IFB). Bids submitted without payment of requisite Tender Processing Fee will be treated as non-responsive and shall be liable for rejection.

- 5.3 **The Tender Processing Fee and EMD, if applicable is exempted for MSME Vendors registered under NSIC/ Udyog Aadhaar/DIC Category only.**

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

5.5 In the event of a particular tender being cancelled at any stage, the tender processing fee will be refunded to the concerned bidders without any interest charges within 30 days from the date of notification of cancellation of tender. No plea in this regard shall be entertained by the Owner. EMD, if applicable will also be returned in this case.

6 SITE VISIT

6.1 The Bidder is advised to visit and examine the existing project of total 10 MW Grid Connected Ground Mounted Solar PV Project site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder. For site visit prior intimation shall be provided by the bidder so that necessary coordination can be done with other agencies.

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

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

[B] - BIDDING DOCUMENTS

7 CONTENTS OF TENDER DOCUMENTS

7.1 The contents of Tender Documents are those stated below, and should be read in conjunction with any 'Addendum/ Corrigendum' issued in accordance with "ITB: Clause-9":

- Section-I : Invitation for Bids [IFB]
- Section-II : Instructions to Bidders [ITB]
- Section-III : Bid Data Sheets [BDS]
Annexure to Bid Data Sheets [Qualifying Requirements]
- Section-IV : General Conditions of Contract [GCC]
- Section-V : Special Conditions of Contract [SCC]

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- Section-VI : Sample Forms and Formats
- Section-VII : Scope of Work & Technical Specifications
- Section-VIII : Schedule of Rates [SOR]/ Price Schedule [PS]/ Format for Price Bid

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

8 CLARIFICATION OF TENDER DOCUMENTS

- 8.1 A prospective Bidder requiring any clarification(s) of the Tender Documents may notify Owner in writing by E-mail or at Owner's mailing address indicated in the Bid Information Sheet no later than 02 (Two) working days after the pre-bid meeting (in cases where pre-bid meeting is scheduled) or 15 (Fifteen) days prior to the bid closing date (in cases where pre-bid meeting is not held). Owner reserves the right to ignore the bidders request for clarification if received beyond the aforesaid period. Owner may respond in writing to the request for clarification. Owner's response including an explanation of the query, but without identifying the source of the query will be uploaded on ETS Portal of ISN-ETS <https://www.bharat-electronictender.com> and/ or Owner's website www.seci.co.in.
- 8.2 Any clarification or information required by the Bidder but same not received by the Owner at clause 8.1 above is liable to be considered as "no clarification/ information required".
- 8.3 Clarifications sought by the bidders are to be mandatorily submitted in the SECI provided format only provided along with the Tender document. Pre-Bid queries submitted in any other format will not be considered.

9 AMENDMENT OF TENDER DOCUMENTS

- 9.1 At any time prior to the 'Bid Due Date', Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Documents by addenda/ corrigendum.
- 9.2 Any addendum/ corrigendum thus issued shall be part of the Tender Documents and shall be hosted on ETS Portal of ISN-ETS <https://www.bharat-electronictender.com> and/ or

Owner's website www.seci.co.in. Bidders have to take into account all such addendum/corrigendum before submitting their bid.

- 9.3 The Owner, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

[C] - PREPARATION OF BIDS

10 LANGUAGE OF BID:

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

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

11. DOCUMENTS COMPRISING THE BID

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

I. Offline Documents

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

Contact Persons Name: Mr Umesh Patidar/Mr Sandeep Kumar

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- (a) Original Non-Refundable Tender Processing Fee as per clause no. 05 of ITB.
- (b) Original Non-Refundable Cost of Tender Document, if applicable.
- (c) Covering Letter on Bidder's Letterhead (in Original) clearly specifying the enclosed contents as per 'Form F-1'.
- (d) EMD, if applicable in original as per Clause 16 of ITB as per 'Form F-4' or as prescribed.
- (e) Power of Attorney for authorized signatory in non-judicial stamp paper (as per 'Form F-14')
- (g) Copy of Board Resolution
- (h) The Pass-Phrase to decrypt the relevant Bid-Parts (for both Techno-Commercial and Financial) in separate sealed envelopes before the start date and time of the Tender Opening Event (TOE)

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

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

II. Online Documents/Soft Copy

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

II (a) As part of First Envelope

- (a) The Electronic Form of the bid for First Envelope (Techno-Commercial), as available on the ISN-ETS portal, shall be duly filled.
- (b) Scanned copies of all the above-mentioned original documents during online Bid Submission as a part of First envelope and Bid Form for first envelope.

- (c) Certificate of Incorporation.
- (d) 'Bidder's General Information', as per 'Form F-2'.
- (e) 'No Deviation Confirmation', as per 'Form F-6'
- (f) 'Bidder's Declaration regarding Banning, Liquidation etc.', as per 'Form F-7'
- (g) 'Bidders Experience as per 'Form F-9'
- (h) Format of Chartered Accountant certificate for financial capability of the bidder as per 'Form F-10'
- (i) 'E-Banking Format as per 'Form F-11'
- (j) 'Shareholding Certificate' as per 'Form F-13'
- (k) 'Cyber Security Agreement' as per 'Form F-15'
- (l) 'Format of Payment on Order Instrument to be issued by IREDA/REC/PFC (In lieu of EMD)' as per 'Form F-16'
- (m) 'Format of Payment on Order Instrument to be issued by IREDA/REC/PFC (In lieu of PBG)' as per 'Form F-17'
- (n) Documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification
- (o) Document showing annual turnover for the financial years as required in Qualifying Requirements (QR) such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed Format F-10
- (p) Tender Document. (Only First and Last Pages of Original Tender Document duly sealed and signed/ digitally signed and all pages of amendments to Tender Documents duly sealed and signed/ digitally signed by the Authorized Signatory).

II (b) As part of Second Envelope

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

SOR -1 comprises of the yearly Breakup of the O&M price for 05 (Five) years period.

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

- 12.1 Unless stated otherwise in the Tender Documents, the Contract shall be for the whole works as described in Tender Documents, based on the rates and prices submitted by the Bidder and accepted by the Owner. The prices quoted by the Bidders should indicate clearly the Goods & Service Tax (GST) components as also mentioned under the SoR.
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]/ Price Schedule [PS]/ Bid Prices" enclosed as part of Tender documents under Section - VIII. If quoted in separate typed sheets, such bids may be rejected.
- 12.3 Bidder shall quote for all the items of "SOR/ PS" after careful analysis of cost involved for the performance of the completed item considering all parts of the Tender Document. In case any activity though specifically not covered in description of item under "SOR/ PS" but is required to complete the works as per Specifications, Scope of Work/ Service, Standards, "GCC", "SCC" or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4 All Goods & Service Tax (GST) components [applicable for both Centre and state] payable by the Contractor under the Contract, or for any other cause, shall be mentioned as per the SOR formats.
- 12.5 Prices quoted by the Bidder, shall remain FIRM and Fixed and valid until completion of the Contract and will not be subject to variation on any account.
- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.7 Bidder need to submit the detailed break-up of Goods & Service Tax (GST) (applicable for both Central and State) in the SOR formats. This data is required to ascertain the
- Computation of taxes assumed at the time of bidding.
 - The total impact due to revision in applicable tax rate or introduction of new tax, if any.

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

13 Goods & Service Tax (GST)

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

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

13.1 Bidders are required to submit a copy of the GST Registration Certificate or GST provisional certificate while submitting the bids wherever GST tax is applicable.

13.2 The responsibility of payment of GST lies with the Service Provider only. Contractor providing taxable service shall issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered and in accordance with rule GST LAW. The invoice shall also contain the following:

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

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

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

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

- Any increase in the rate of Non ITC based GST beyond the contractual completion period shall be to contractor's account whereas any decrease in the rate shall be passed on to the Owner.
- The base date for the purpose of applying statutory variation shall be the last date of bid submission.

13.5 Owner will reimburse the GST to the Contractor at actuals against submission of ITC based invoices issued in accordance with GST RULES. In case of any variation in the

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executed quantities, the amount on which the GST is applicable shall be modified in same proportion.

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

13.7 Contractor shall ensure timely submission of correct invoice(s) with all required supporting document(s) so to enable Owner to avail Input Tax Credit (ITC) (If applicable)

14 **BID CURRENCIES:**

Bidders must submit bid in the currency as mentioned Bid Data Sheet.

15 **BID VALIDITY**

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

15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Owner may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his 'EMD, if applicable will '. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'EMD, if applicable will ' for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

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

16 **EARNEST MONEY DEPOSIT (EMD)**

16.1 The applicability/Non-applicability of Earnest Money Deposit (EMD) is specified under Bid Information Sheet.

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

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bid, the EMD shall be extended suitably. The EMD shall be submitted in Indian Rupees only.

- 16.3 The '**EMD**' is required to protect Owner against the risk of Bidder's conduct, which would warrant the EMD's forfeiture, pursuant to "ITB: Clause-16.8".
- 16.4 Owner shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'EMD'. In case 'EMD' is in the form of a 'Bank Guarantee', the same shall be from any scheduled Bank as specified in the List of Banks enclosed at Form F-12, Section-VI of Tender documents or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial bank having net worth in excess of INR 500 Crores (Indian Rupees Five Hundred Crores Only).
- 16.5 Bid not accompanied with required amount of EMD shall be liable for rejection.
- 16.6 'Earnest Money Deposit' of all the unsuccessful Bidders disqualified at the stage of Techno-Commercial evaluation, E-Ra shortlisting or during/after E-Ra process will be discharged/ returned as promptly as possible, but not later than '30 [thirty] days' of their respective disqualification.
- 16.7 The successful bidder's (L1 bidder) 'Earnest Money Deposit' will be discharged upon the Bidder's signing the 'Contract Agreement' and furnishing the 'Performance Security duly vetted by the Bank'.
- 16.8 Notwithstanding anything contained herein, the 'EMD' may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws or varies his Bid during the 'Period of Bid Validity'
 - (b) If a Bidder has indulged in corrupt/ fraudulent/ collusive/ coercive practice
 - (c) Violates any other condition, mentioned elsewhere in the tender document including deviations or conditional bid.
 - (d) In the case of a successful Bidder, if the Bidder fails to:
 - (i) acceptance of the NOA/ LOI/ LOA.
 - (ii) to furnish "Performance Security.
 - (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.9 In case EMD is in the form of 'Bank Guarantee', the same must indicate the Bid Document No and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'EMD' should be in the form provided at 'Form F-4'.

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

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17 PRE-BID MEETING

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

18 SIGNING OF BID/TENDER DOCUMENT

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

19 ZERO DEVIATION AND REJECTION CRITERIA

- 19.1 **ZERO DEVIATION** : Deviation to terms and conditions of Tender Documents may lead to rejection of bid. Owner will accept bids based on terms & conditions of Tender Documents only. Bidder may note Owner will determine the substantial responsiveness of each bid to the Tender Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Tender Documents without deviations or reservations. Owner's determination of a bid's responsiveness is based on the content of the bid itself. Owner reserves the right to raise technical and/ or commercial query(ies), if required. The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation.

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

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

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

20 **E-PAYMENT**

Owner has initiated payments to Suppliers and Contractors electronically, and to facilitate the payments electronically through '**e-banking**'. The successful bidder should give the details of his bank account as per the bank mandate form enclosed at Format F-11 in Section-VI, Sample Forms and Formats of the Tender documents.

[D] - SUBMISSION OF BIDS

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

- 21.1 Bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document.
- 21.2 Offline documents (Specific documents only) as mentioned in clause no. 11.I of Section - II, Instructions to Bidders (ITB) of the Tender document shall be submitted in a Sealed Covering Envelope. The Covering Envelope shall have the following Sticker :

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Offline Tender Document for “Operations & Maintenance contract including Insurance for 05 (Five) Years of 10 MW Ground Mounted Solar Power Project at Badi Sid, Rajasthan”	
Tender Document No.	SECI/C&P/OP/14/004/2022-23
Last Date of Submission	
Bids Submitted by	(Enter Full name and address of the Bidder)
Authorized Signatory	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
Bid Submitted to	Solar Energy Corporation of India Limited (A Government of India Enterprise) 6 th Floor, Plate – B, NBCC Office Block Tower – 2, East Kidwai Nagar, New Delhi - 110 023

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

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

22 DEADLINE FOR SUBMISSION OF BIDS

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

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

22.3 Owner may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9 of ITB refers). In which case all rights and obligations of Owner and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of bid submission date will be uploaded on ETS

Portal of ISN-ETS <https://www.bharat-electronictender.com> and/ or Owner's website www.seci.co.in.

23 LATE BIDS

- 23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 23.2 E-tendering system shall close immediately after the deadline for submission of bid and no bids can be submitted thereafter.
- 23.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/ opening/ award if not received to the specified destination within stipulated date & time.

24 MODIFICATION AND WITHDRAWAL OF BIDS

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

The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document with the due written consent from the authorized signatory of the bidder.

- 24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provision of the clause 21 of ITB, with the outer and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.
- 24.3 No bid shall be allowed to be withdrawn/ modified/ substitute in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal/ Modification/ Substitution of a bid during this interval shall result in the forfeiture of bidder's EMD, if applicable pursuant to clause 16 of ITB and rejection of bid.
- 24.4 The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 24.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, Owner shall forfeit EMD, if applicable paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/ item(s). Further, such bidder will be debarred for a given period as decided by Owner after following the due procedure.

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

Owner reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring

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

[E] - BID OPENING AND EVALUATION

26 BID OPENING

26.1 *Unpriced Bid Opening:*

As the case may be, Owner will open bids, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the BDS. The bidders' representatives, who are present shall sign a bid opening register evidencing their attendance. However the presence of bidder(s) during unpriced bid opening is subjective and will depend on case to case basis against the sole discretion of Owner. As it's an online bidding system, Bidder's attendance during the Techno-commercial Bid opening in Owner's Premises is not envisaged, as the same may be observed by the respective bidders from their online login credentials of the e-tendering portal.

26.2 *Priced Bid Opening:*

26.2.1 Owner will open the price bids of those bidders who meet the qualification requirement and whose bids are determined to be technically and commercially responsive.

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

26.2.3 As it's an online bidding system, Bidder's attendance during the Price Bid opening in Owner's Premises is not envisaged, as the same may be observed by the respective bidders from their online login credentials of the e-tendering portal. Owner may also intimate the Techno commercial qualified bidders through mails for the opening of price bids.

27 CONFIDENTIALITY

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

28 CONTACTING THE OWNER

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

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

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 29.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Owner will determine whether each Bid: -
- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
 - (b) Is accompanied by the required 'Earnest Money Deposit' and 'Tender Processing Fees', if applicable
 - (c) Is substantially responsive to the requirements of the Tender Documents; and
 - (d) Provides any clarification and/ or substantiation that the Owner may require to determine responsiveness pursuant to "ITB: Clause-29.2"
- 29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Tender Documents without material deviations or reservations or omissions for this purpose owner defines the foregoing terms below: -
- a) "Deviation" is departure from the requirement specified in the tender documents.
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.
- 29.3 A material deviation, reservation or omission is one that,
- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Owner's rights or the bidder's obligations under the proposed Contract.
 - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The Owner shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 29.5 If a Bid is not substantially responsive, it may be rejected by the Owner and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.

30 CORRECTION OF ERRORS

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

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such items shall prevail. If there is a discrepancy between words and figures, the amount in words will prevail.

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

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

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

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

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

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

32 **EVALUATION OF BIDS & e-REVERSE AUCTION**

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

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

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

- overall completeness and compliance with the Technical Specifications of the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail may be rejected for non-responsiveness.
- compliance with the time schedule
- Any other relevant technical factors that the Owner deems necessary or prudent to take into consideration.
- Any deviations to the commercial and contractual provisions stipulated in the Tender

Documents.

- e. details furnished by the bidder in response to the requirements specified in the Tender Documents.

32.2 Opening of Second Envelope by Owner

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

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

32.3 Evaluation of Financial Part (Second Envelope)

- 32.3.1 The Owner will examine the Price Part (Second Envelopes) to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed/digitally signed, and whether the bids are generally in order.
- 32.3.2 The Price Part containing any deviations and omissions from the contractual and commercial conditions and the Technical Specifications which have not been identified in the First Envelope are liable to be rejected.
- 32.3.3 Arithmetical errors will be rectified in line with Clause no. 30 of ITB.
- 32.3.5 The comparison shall also include the impact of Goods & Service Tax (GST) in line with the provisions of the Tender Documents.
- 32.3.6 The Owner's comparison will include the costs resulting from application of the evaluation procedures described below:

- a. The Evaluated Bid Value (EBV) shall be the:
- i. Net Present Value (NPV) of O&M Price including GST/Taxation for the total O&M Period as mentioned under SOR – 1.

Discounting Rate considered for NPV calculation is 8.30%.

- b. Details of Schedule No. 1 is as follows:
- i. SOR -1 comprises of the yearly Breakup of O&M price on NPV basis for the complete O&M period of 05 (Five) Years i.e., Total sum of the price comprising of O&M Contract Price including GST for the entire period of 05 (Five) years, mandatory spares as specified under SoW.

32.4 Evaluation of Price Bid

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

Evaluated Bid Values (EBV) for all the Bidders shall be compared to determine the lowest Evaluated Bid Value (EBV) as given under SOR – 1 only which is mentioned in Format of Schedule of Rates & the lowest (L1) evaluated Bid as such, will be selected for the Notification of Award (NOA)/Work Order (WO)/Letter of award (LoA).

- a) The mentioned Evaluated Bid Value will be considered up to 2 decimal places only.
- b) Bidder with the lowest EBV under SOR – 1 only shall be L-1, Bidder with Second lowest EBV shall be L-2 & so on subject to the successful bidder selected after e-RA (Clause 32.4.2).
- c) The Evaluated Bid Value shall be inclusive of Goods & Service Tax (GST) as quoted by the bidder. The award shall be placed Inclusive of GST with taxation bifurcation separately indicated as submitted by the successful bidder in the SOR format.
- d) In case of imported Equipment/items purchased from third party (Bought-Out Items) are supplied to the Owner in execution of the Operations & Maintenance contract including Insurance of the Project, the price of such Goods shall be inclusive of all cost as well as any duties paid/payable in relation to import/purchase of such goods (viz., customs duties, GST & levies etc.) considering and taking into account the ITC as may be available under the applicable LAWS including GST.

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

- The e-auctioning shall be conducted on <https://www.bharat-electronictender.com>. E-Auctioning shall be carried out on the day as intimated by SECI to the eligible bidders.
- After financial bid evaluation, the bidders shall be shortlisted in the ascending order of price bid quoted. Keeping minimum 03 Bids eligible for e-RA, Total no of bids will be reduced by a factor 1/2 and resultant as such, will be eligible for e-RA. Decimal Nos will be corrected to

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next whole No & will be counted accordingly for the e-RA. If the price bid quoted is same for two or more bidders, then all the bidders with same price bid shall be considered of equal rank/ standing in the order.

Ex: (1) No of Bids after arranging the Bids in ascending order = 3, so total No of Bids eligible for e-RA in this case = $3 \times 1/2 = 1.5$, but as the minimum 03 bids needs to be kept, so in this case 03 bids will be eligible for e-RA.

(2) No of Bids after arranging the Bids in ascending order = 7, so total No of Bids eligible for e-RA in this case = $7 \times 1/2 = 3.5 = 4$, rounding off to the next whole No. So, in this case 04 bids will be there for e-RA.

In case of substantially low response by the bidders & the total no of responsive bids to be less than 03 (Three), Owner reserves the sole discretion & all rights of proceeding/Non-proceeding with e-RA, against the management approval.

- At least one week prior to e-RA, an advance intimation regarding the date and time of the e-RA will be sent by email to all bidders whose technical & financial bids have been opened and found to be qualified. However, from this advance intimation it shall not be construed by the bidders that they have been shortlisted for e-RA. Further at least two hours before the schedule start time of e-Auctioning, a system generated email for invitation for e-Auctioning will be sent to all those bidders only who have been shortlisted based on the criteria mentioned.
- Shortlisted bidders for e-Auctioning will be able to login into the ISN website of auctioning 15 minutes before the start time of e-auctioning.
- At the start of e-auctioning process, the bid along with the list of short-listed bidders shall be displayed with their pseudo names as their first round bid along with the NPV value of O&M quotation per year submitted and calculated as per SOR. The auctioning shall be on *"the NPV value of the O&M for the total O&M period"* as mentioned under SOR - 1 quoted by the bidder.

The minimum decrement step for e-Auctioning is in the multiples of **Rs. 3,00,000/- (INR Three Lakhs only)** in the *"NPV value of the O&M for the total O&M period"* as mentioned under SOR - 1 i.e. each decrement shall be in multiples of **Rs. 3,00,000/- (INR Three Lakhs only)**. At the end of the e-RA, the final discount offered by the bidder, in the form of price reduction so offered on the NPV value of O&M price, shall be applied proportionately to all of the SOR Line items price (NPV of O&M price as per SOR-1 quoted by the bidder initially in the financial bid). Accordingly, the revised reduced price of all of the SOR line items will be derived.

- **The NPV value of each year line item of O&M value under Schedule No 1/SOR – 1, can also be straight away reduced by applying the % reduction factor uniformly on all the line items of Schedule No 1/SOR – 1. However, as the reduced line items so arrived will be the NPV values of each year O&M value, so for the purpose of award, absolute values of each year O&M price line item wise will then be back calculated**

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by dividing the finally arrived (After applying % reduction factor post e-RA) yearly reduced NPV values by the respective year “Discounting Rate for NPV calculation” & thereby, the absolute value of O&M price will be calculated on yearly basis. The award will be placed on the absolute value of O&M price including GST only and not on NPV of O&M price. NPV values are considered for the purpose of price bids evaluation only.

- L2, L3, L4.... LN Bidders have to mandatorily apply their decrements suitably so as to beat the L1 price in the first go itself, else system will not accept their respective Bids. However, at no stage, increase in SOR - 1 price will be permissible.
- During e- Auctioning, no revision in total price for which a bidder is considered qualified after evaluation of Technical Bid is allowed.
- The initial auctioning period will be of one (01) hour with a provision of auto extension by eight minutes from the scheduled/ extended closing time if any fresh bid is received in last eight minutes of auctioning period or extended auctioning period. If no valid bid is received during last eight minutes of auctioning period or extended auctioning period, then the e-auctioning process will get closed.

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

- First round SOR-1 price [Evaluated Bid Value (EBV)] as their start price initially and thereafter last quoted EBV.
- The auction will be conducted on EBV.
- The list of last quoted EBV (i.e. last Bid Value) of all bidders with their Pseudo Identities and their time of quote.

4. Selection of Successful Bidders

Post E-Ra, the bidders shall be selected in the ascending order with lowest quoted EBV (SOR-1) (being L1).

a. The bidder with lowest Evaluated Bid value (EBV) at the end of E-Auctioning will be considered L1.

b. In case of tie in the final EBV after E-Ra, (i.e. the sum of their last quoted discounted EBV), among two or more bidders being the same at the end of e-Reverse Auction, they will be considered in the chronological order of their last bid with preference to the bidder who has quoted his last bid earlier than others.

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

- The bidder who has quoted lowest Total Price in their Price BID before commencement of E-Auction shall be considered as L-1.

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- If there is also a tie among any of these bidders, then L-1 will be the bidder who has the highest average annual turnover as per the documents submitted as a part of their bid.
- 5. At the end of selection process, a Notification of Award (NOA) will be issued to the successful bidder (L1).
- 6. In all cases, SECI's decision regarding selection of bidder through E-Auctioning or even annulment of tendering process shall be final and binding on all participating bidders.

32.4.3 Other Instructions

- For further instructions, the vendor should visit the home-page of the portal <https://www.bharat-electronictender> and go to the User-Guidance Centre.
- The help information provided through 'ETS User-Guidance Centre' is available in three categories :
Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.
 - Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

33 COMPENSATION FOR EXTENDED STAY

NOT APPLICABLE

34 PURCHASE PREFERENCE

NOT APPLICABLE

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

35 AWARD

Subject to "ITB: Clause-29", Owner will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidders, is determined to be qualified to satisfactorily perform the Contract.

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

- 36.1 Prior to the expiry of 'Period of Bid Validity', Owner will notify the successful bidder in writing, in the form of "Notification of Award (NOA)" / "Letter of Intent (LOI)" / "Work Order (WO)" / "Letter of Allocation (LOA)" through e-mail/ courier/ registered post, that his Bid has been

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accepted. The acceptance of the notification of award will constitute the formation of the Contract.

- 36.2 Contract Period shall commence from the date of "Notification of Award"/ "Letter of Intent"/Work Order/ "Letter of Allocation" or as mentioned in the Notification of Award/ Letter of Intent/ Letter of Allocation. The "Notification of Award"/ "Letter of Intent"/ "Letter of Allocation" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-37".
- 36.3 The of "Notification of Award (NOA)"/ "Letter of Intent (LOI)"/ "Work Order (WO)"/"Letter of Allocation (LOA)" shall be issued to successful bidder in duplicate. The successful bidder is required to return its duplicate copy duly signed and stamped on each page including all the Appendix, Annexures as a token of acceptance.
- 36.4 In case the successful bidder fails to acknowledge the acceptance of "Notification of Award (NOA)"/ "Letter of Intent (LOI)"/ "Work Order (WO)"/ "Letter of Allocation (LOA)" as mentioned above vide clause no. 36.3, same will be treated as a case of non-responsiveness & default and Owner may take suitable action to get the project successfully executed.
- 36.5 In case of Non-responsive/Non acceptance to the NOA or CA or non-submission of timely Performance Security by the successful bidder, SECI at its sole discretion may take

appropriate actions with the forfeiture of EMD, if applicable & may annul the entire Tendering process at its sole discretion.

37 SIGNING OF CONTRACT AGREEMENT

- 37.1 Within 30 (Thirty) days of the release of Notification of Award (NOA)/Letter of Intent (LOI)/Work Order (WO)/Letter of award (LOA) by the owner, the successful Bidder/ Contractor shall be required to execute the 'Contract Agreement' with Owner on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/ Contractor] and of 'state' specified in Bidding Data Sheet (BDS).
- 37.2 In case the successful bidder fails to execute the 'Contract Agreement' as mentioned above vide clause no. 37.1, same will be treated as a case of non-responsiveness & default and Owner may take suitable action to get the project successfully executed. Same shall constitute sufficient grounds for the forfeiture of EMD, if applicable.
- 37.3 In case of Non-responsive/Non-acceptance to the NOA/LOI/WO/LOA or CA or non-submission of timely Performance Security by the successful bidder, SECI at its sole discretion may take appropriate actions with the forfeiture of EMD, if applicable & may annul the entire Tendering process at its sole discretion

38. VOID

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

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

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

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

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

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

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

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

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

40.2 **VOID**

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

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

**41 AHR ITEMS
NOT APPLICABLE**

42 RISK OF REJECTION

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

43 INCOME TAX & CORPORATE TAX

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

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

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

43.4 MENTIONING OF PAN NO. IN INVOICE/ BILL

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

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

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

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

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

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

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

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Annexure-I

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

A Definitions:

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

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

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

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

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

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

A.6 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ (ies) and Banning of business dealings with Agency/ (ies) and shall be the “Committee” concerned.

A.7 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:

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

A.8 “Investigating Agency” shall mean any department or unit of Owner investigating into the conduct of Agency/ party and shall include the Vigilance Department of the Owner, Central

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

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

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

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

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

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Further, the Contract Performance Security submitted by agency against such order(s)/ contract(s) shall be forfeited.

(iii) After expiry of Warranty/ Guarantee Period

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

Nothing mentioned hereinabove restricts the right of the Owner to initiate action under the law of the land for the time being in force.

B.2.2 Period of Banning

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

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

C Effect of banning on other ongoing contracts/ tenders

C.1 If an agency is banned , such agency shall not be considered in ongoing tenders/ future tenders.

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

C.3 If an agency is banned during tendering and irregularity is found in the case under process:

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

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

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

D. Procedure for Suspension of Bidder

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D.1 Initiation of Suspension

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

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

D.2 Suspension Procedure:

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

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

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D 3 Effect of Suspension of business:

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

- D.3.1 No enquiry/ bid/ tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
 - D.3.2.1 after issue of the enquiry/ bid/ tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
 - D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and EMD, if applicable submitted by the agency shall be returned to the agency.
- D.3.3 The existing contract(s)/ order(s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of Owner or the Ministry of New & Renewable Energy (ii) bidder is not banned by any Government Department/ Public Sector.

E Debarment of Firms from Bidding

- i. A bidder shall be debarred if he has been convicted of an offence-
 - a. Under the Prevention of Corruption Act, 1988: or
 - b. The Indian penal Code or any other LAW for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract
- ii. A bidder debarred under sub- section (i) or any successor of the bidder shall not be eligible to participate process of any procuring entity for a period not exceeding Three years Commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which also be displayed on the website of DGS&D as well as Central Public procurement Portal.
- iii. A Procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/ Department will maintain such list which will also be displayed on their website.
- iv. The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

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Annexure-II

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

1. General

Special Instructions (for e-Tendering).

Submission of Online Bids is mandatory for this Tender.

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

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

2. About E-Tender Portal (Web)

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

3. Pre-requisite for participation in bidding process

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

3.1 PC/ Laptop with Windows OS, Internet Explorer

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

3.2 Internet Broadband Connectivity

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

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

3.4 E-Tendering is a new methodology for conducting Public Procurement in a transparent and

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secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, SECI has decided to use the portal of M/s Electronic Tender.com (India) Pvt. Limited <https://www.bharat-electronictender.com> through ISN Electronic Tender Services Private Limited (referred as ISN-ETS. This portal is based on the world's most 'secure' and 'user friendly' software from Electronic Tender®. A portal built using Electronic Tender's software is also referred to as Electronic Tender System® (ETS).

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

Tender Bidding Methodology:

Sealed Bid System

Single Stage Two Envelope

Auction

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

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

4.1 Broad Outline of Activities from Bidder's Perspective:

4.1.1 Procure a Class III Digital Signing Certificate (DSC).

4.1.2 Register on Electronic Tender System® (ETS)

4.1.3 Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA

4.1.4 View Notice Inviting Tender (NIT) on ETS

4.1.5 For this tender -- Assign Tender Search Code (TSC) to a MA

4.1.6 Download Official Copy of Tender Documents from ETS Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.

4.1.7 Clarification to Tender Documents on ETS

a) Query to SECI (Optional)

b) View response to queries posted by SECI

4.1.8 Bid-Submission on ETS

4.1.9 Respond to SECI Post-TOE queries

4.1.10 Participate in reverse auction if invited

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

4.2 Digital Certificates

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

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

4.3 Registration

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

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

Important Note:

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

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

ETS Helpdesk
Phone +91-124-4229071, 4229072
E-mail support@isn-ets.com

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

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

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

5.1 Offline Documents

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

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Contact Persons Name: Mr Sandeep Kumar

- (a) Original Non-Refundable Tender Processing Fee as per clause no. 05 of ITB
- (b) Original Non-Refundable Cost of Tender Document, if applicable
- (c) 'Covering Letter' on Bidder's 'Letterhead' (in Original) clearly specifying the enclosed contents as per 'Form F-1'
- (d) EMD, if applicable in original as per Clause 16 of ITB as per 'Form F-4' or as prescribed.
- (e) Power of Attorney for authorized signatory in non-judicial stamp paper (as per 'Form F-14')
- (f) Copy of Board Resolution
- (g) The Pass-Phrase to decrypt the relevant Bid-Parts (for both Techno-Commercial and Financial) in separate sealed envelopes before the start date and time of the Tender Opening Event (TOE)

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

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

II. Online Documents/Soft Copy

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

(a) As part of First Envelope

- I. The Electronic Form of the bid for First Envelope (Techno-Commercial), as available on the ISN-ETS portal, shall be duly filled.
- II. Scanned copies of all the above-mentioned original documents during online Bid Submission as a part of First envelope and Bid Form for first envelope

- III. Certificate of Incorporation
- IV. 'Bidder's General Information', as per 'Form F-2'.
- V. 'No Deviation Confirmation', as per 'Form F-6'
- VI. 'Bidder's Declaration regarding Banning, Liquidation etc.', as per 'Form F-7'
- VII. 'Bidders Experience as per 'Form F-9'
- VIII. Format of Chartered Accountant certificate for financial capability of the bidder as per 'Form F-10'
- IX. 'E-Banking Format as per 'Form F-11'
- X. 'Shareholding Certificate' as per 'Form F-13'
- XI. Cyber Security Agreement as per 'Form F-15'
- XII. Format of Payment on Order Instrument to be issued by IREDA/REC/PFC (In lieu of EMD)' as per 'Form F-16'
- XIII. 'Format of Payment on Order Instrument to be issued by IREDA/REC/PFC (In lieu of PBG)' as per 'Form F-17'
- XIV. Documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification
- XV. Document showing annual turnover for the financial years as required in Qualifying Requirements (QR) such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed Format F-10
- XVI. Tender Document. (Only First and Last Pages of Original Tender Document duly sealed and signed/ digitally signed and all pages of amendments to Tender Documents duly sealed and signed/ digitally signed by the Authorized Signatory).

5.2 (B) As part of Second Envelope

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

SOR -1 comprises of the yearly Breakup of the O&M price for 05 (Five) years period.

5.3 Special Note on Security and Transparency of Bids

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

As part of the Electronic Encrypted® functionality, the contents of both the 'Electronic Forms®' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the

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specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

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

If any variation is noted between the price mentioned in the Electronic Form and the Main Bid (Refer Clause above for the definitions of Electronic Form and Main Bid), the price mentioned in the Main Bid shall prevail.

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

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

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

5.4 Other Instructions

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

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

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

5.5 **Seven CRITICAL DO'S AND DON'TS FOR BIDDERS**

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

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class III well in advance of your tender submission deadline on ETS.
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. For responding to any particular tender, the tender (i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. **Note:** Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc)
6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. The bidders are required to submit correct, valid and operative Pass-Phrase to decrypt either Technical Bid Part or Financial Bid Part in a separate sealed envelope before due date and time of submission of bid. In the event, the bids are not opened with the pass-phrase submitted by bidder, Owner may ask for re-submission/ clarification for correct pass-phrase. If bidder fails to submit correct pass-phrase immediately as requested by Owner, the Tender Processing Fee and Tender Document Fee, if applicable, shall be forfeited and bid shall not be opened, and EMD, if applicable shall be refunded. No request on this account shall be entertained by Owner.
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' the status pertaining Overall Bid-Submission is 'COMPLETE'. For the purpose of record, the bidder can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the status pertaining overall Bid-Submission' is 'COMPLETE'

5.6 **NOTE:**

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

6 **Content of Bid**

6.1 **Un-Priced Bid**

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

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

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

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

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

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

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

Note:

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

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

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

6.2 Price Bid

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

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

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

7 Submission of documents

Bidders are requested to upload small sized documents preferably (upto 10 MB) at a time to facilitate easy uploading into e-tender portal. Owner shall not be responsible in case of failure of the bidder to upload documents/ bids within specified time of tender submission.

8 Last date for submission of bids

System does not allow for submission or modification of bids beyond the deadline for bid submission. However, if the bidder for some reason intends to change the bid already entered, he may change/ revise the same on or before the last date and time of submission. The system time displayed on ISN's e-tender webpage shall be final and binding on the bidders for all purposes pertaining to various events of the subject tender and no other time shall be taken into cognizance.

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

9 Internet connectivity

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

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

1. Get your organization's concerned executives trained for e-Reverse Auction related processes on ETS well in advance of the start of e-Reverse Auction.
2. For responding to any particular e-Reverse Auction, the e-Reverse Auction (ie its Reverse Auction Search Code or RASC) has to be assigned to an MA.
3. It is important for each bidder to thoroughly read the 'RULES and related criterion' for the e-Reverse Auction as defined by the Buyer organization.
4. If applicable for an e-Reverse Auction (such as in case of a Direct e-Reverse Auction which is

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not preceded by a sealed-bid stage), pay your EMD, if applicable on ETS well in advance of the start of e-Reverse Auction bidding.

5. If applicable for an e-Reverse Auction (such as in case of a Direct e-Reverse Auction which is not preceded by a sealed-bid stage), pay the Bid Processing Fee well in advance of the start of e-Reverse Auction bidding.
6. It is important to digitally-sign your 'Final bid' after the end of e-Reverse Auction bidding event.



SECTION - III

BID DATA SHEETS (BDS)

BID DATA SHEETS (BDS)

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

Sl. No.	ITB Clause Ref. No.	Bid Data Details
1.	SCOPE OF BID (ITB 1.1)	<p>The Owner is:</p> <p>Solar Energy Corporation of India Limited, 6th Floor, Plate – B, NBCC Office Block Tower – 2, East Kidwai Nagar, New Delhi - 110 023, India</p> <p>Kind Attn.: General Manager (C & P) / Manager (C & P)/Dy. Manager Telephone Nos.: - 0091-(0)11-24666200/24666231/24666252 Fax No.: - 0091-(0)11-24666200 E-mail: - contracts@seci.co.in</p>
2.	BIDS FROM CONSORTIUM/ JOINT VENTURE (ITB 3.0)	<p><u>Replace the existing clause by the following:</u></p> <p>Bids from Consortium/ Joint Venture are <u>NOT ALLOWED</u>.</p>
3.	NUMBER OF BIDS PER BIDDER (ITB 4.0)	<p><u>Replace the existing clause by the following:</u></p> <p>Bidder shall submit only 'one [01] Bid' per bidder in the Bidding Process. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.</p>
4.	TENDER PROCESSING FEE (NON-REFUNDABLE) (ITB 5.3)	<p><u>Replace the existing clause by the following:</u></p> <p>The Tender Processing Fee is exempted for MSME Vendors registered under NSIC/ Udyog Aadhaar/DIC Category only.</p>
5.	BID CURRENCIES (ITB 14)	Indian Rupees (INR)

Sl. No.	ITB Clause Ref. No.	Bid Data Details
6.	BID VALIDITY (ITB 15.1)	<u>Replace the existing clause by the following:</u> The bid validity period shall be 180 (One Hundred and Eighty Days) from the date of opening of Techno-Commercial Bid (Envelope-I).
7.	EARNEST MONEY DEPOSIT (EMD) (ITB 16)	<u>Add following to the existing clause:</u> 16.10 Payment on Order Instrument (POI) against EMD: As an alternative to submission of EMD, the bidder also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by SECI within the provisions of tender. This instrument would have to be furnished as per Format 16 of the tender document, within the timelines, for the amount and validity period as per the clause above. The term "Bank Guarantee (BG) towards/against EMD" occurring in the entire tender document shall be read as "Bank Guarantee (BG)/ Payment on Order Instrument (POI) towards/ against EMD".
8.	ZERO DEVIATION & REJECTION CRITERIA (ITB 19.1 & 19.2)	Clause No 19.1, Zero deviation & Clause No 19.2, Rejection Criteria should be read in conjunction to each other & both clauses points mentioned should complement each other.
9.	DEADLINE FOR SUBMISSION OF BIDS (ITB 22.2)	<u>Add following to the existing clause:</u> For hard copies of bid submission purpose, the address of the Owner is: Solar Energy Corporation of India Limited, 6 th Floor, Plate – B, NBCC Office Block Tower – 2, East Kidwai Nagar, New Delhi - 110 023, India Kind Attn.: General Manager (C & P) / Manager (C & P)/Dy. Manager Telephone Nos.: - 0091-(0)11-24666200/24666231/24666252 Fax No.: - 0091-(0)11-24666200 E-mail: - contracts@seci.co.in
10.	BID OPENING (ITB 26.1)	<u>Add following to the existing clause:</u> The bid opening shall take place at:

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		Solar Energy Corporation of India Limited, 6th Floor, Plate – B, NBCC Office Block Tower – 2, East Kidwai Nagar, New Delhi - 110 023
11.	AWARD (ITB 35)	<u>Replace the existing clause by the following:</u> Subject to "ITB: Clause-29", the Owner, Solar Energy Corporation of India Limited will award the Contract Agreement (CA) to the successful Bidder, whose Bid has been determined to be substantially responsive and has been determined as the lowest (L1) provided that bidder is determined to be qualified to satisfactorily perform the Contract Technically.
12.	NOTIFICATION OF AWARD/ LETTER OF INTENT/ LETTER OF ALLOCATION (ITB 36.1)	<u>Add following to the existing clause</u> Prior to the expiry of 'Period of Bid Validity', Solar Energy Corporation of India Limited will notify the successful bidder in writing, in the form of "Notification of Award (NOA)"/ "Letter of Intent (LOI)"/ "Work Order (WO)"/"Letter of Allocation (LOA)" through e-mail/ courier/ registered post, that his Bid has been accepted. The notification of award will constitute the formation of the Contract
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SECTION - IV

GENERAL CONDITIONS OF CONTRACT (GCC)

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Preamble

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

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

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

[A] DEFINITIONS

1. Definition of Terms:

1.1 In this TENDER (as here-in-after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise required.

1.1.1 **ADJUDICATOR** means the person or persons named as such in the SCC to make a decision on or to settle any dispute or difference between the Owner and the Contractor.

1.1.2 **AFFILIATE** shall mean a company that either directly or indirectly

- a. controls or
- b. is controlled by or
- c. is under common control with a Bidding Company

"Control" means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors.

1.1.3 **AFFECTED PARTY** means Owner or the Contractor whose performance has been affected by an event of Force Majeure

1.1.4 **APPLICABLE LAW** means any STATUTE, LAW, REGULATION, ORDINANCE, NOTIFICATION, RULE, REGULATION, JUDGMENT, ORDER, DECREE, BYE-LAW, APPROVAL, DIRECTIVE, GUIDELINE, POLICY, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of LAW in the Republic of India and the State Government, by any Government Authority or instrumentality thereof, whether in effect as of the date of this Contract or thereafter.

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

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

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

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

1.1.9 **BID** means the Techno Commercial proposal together with Price Bid submitted by the Bidder along with all documents/ credentials/ attachments/ annexure etc., in response to the Tender, in accordance with the terms and conditions hereof.

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

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

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- 1.1.12 **CHARTERED ACCOUNTANT** means a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.
- 1.1.13 **COMPANY** means a body incorporated in India under the Indian Companies Act, 1956 or Companies Act, 2013 including any amendment thereto.
- 1.1.14 **CONTRACT** shall mean the Agreement between the Owner and the Contractor for the execution of the works including therein all Contract documents.
- 1.1.15 **CONTRACTOR** means the person or the persons, Company or Corporation whose Tender has been accepted by the Owner and includes the Contractor's legal representatives his/her successors and permitted assigns.
- 1.1.16 **'Contract agreement'** shall mean the agreement entered into between the Contractor and the SECI.
- 1.1.17 **CONTRACT DOCUMENTS** mean collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Notification of Award/ Letter of Intent/ Letter of Acceptance and agreed variations if any, and such other documents constituting the Tender and acceptance thereof.
- 1.1.18 **CONTRACTOR'S EQUIPMENT** means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Facilities that are to be provided by the Contractor, but does not include Plant and Equipment, or other things intended to form or forming part of the Facilities.
- 1.1.19 **CONTRACT PRICE/CONTRACT VALUE/PROJECT VALUE** means the firm value of the final quoted price, as a result of e- RA (if applicable), by the successful bidder specified in its financial proposal for O&M Services as mentioned in the financial proposal including all the applicable taxes/ Goods & Service taxes.
- 1.1.20 **CONTRACTOR'S REPRESENTATIVE** means any person nominated by the Contractor and approved by the Owner to perform the duties delegated by the Contractor.
- 1.1.21 **CONSULTANT** means Techno-Commercial experts who are the consulting engineer to the Owner for this project.
- 1.1.22 **COMPLETION OF FACILITIES** means that the Facilities (or a specific part thereof where specific parts are specified in the SCC and TS) have been completed operationally and structurally and put in a tight and clean condition, and that all work in respect of Operations & maintenance contract service; and has been attained as per Technical Specifications.
- 1.1.23 **CHANGE ORDER** means an order given in writing by the Engineer-in-Charge/Project Manager to effect additions to or deletion from and alteration in the works.
- 1.1.24 **DAY** means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 1.1.25 **DEVELOPER** means an entity who has either executed or got executed the work/ project as owner of solar projects.
- 1.1.26 **'Defect'** shall mean any part of the work not completed or not performing in accordance with contract or specifications.

- 1.1.27 **EARNEST MONEY DEPOSIT (EMD)** means the unconditional and irrevocable Tender Security in the form of Demand Draft/ Banker's Cheque/ Bank Guarantee to be submitted along with the Bid by the Bidder as prescribed in the Tender document.
- 1.1.28 **OWNER** means the Company/ Corporation/ Government Entity, named in the **BDS/ SCC**, who is responsible for getting the Project/Facilities implemented. The Owner may be Owner himself or an agency appointed by the Owner and shall include the legal successors or permitted assigns of the Owner.
- 1.1.29 **ENGINEER-IN-CHARGE (EIC)/PROJECT MANAGER** shall mean the person designated from time to time by the Owner and shall include those who are expressly authorized by him to act for and on his behalf for operation of this Contract.
- 1.1.30 **EFFECTIVE DATE** means the date of issuance of Notification of Award/ Letter of Intent/Work Order/Letter of Award (LOA) from which the Time for Completion shall be determined or any other specific date as provided in the Notice to Proceed (NTP), in case the NTP is applicable.
- 1.1.31 **FACILITIES** (or plant facility) shall mean the existing Ground Mounted Solar Power Plants complete or part thereof as mentioned in the scope of works (Annexure 2 of SoW, section VII) for which O&M to be carried out by the Contractor under the Contract
- 1.1.32 **GUARANTEE TEST(S)** means the test(s) specified in the Technical Specifications (i.e. Annual CUF, Plant Availability etc.) to be carried out to ascertain whether the Facilities or a specified part thereof is able to attain the Specification as mentioned in the Technical Specifications during O&M Period of 05 (Five) Years.
- 1.1.33 **GOODS & SERVICE TAX (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..
- 1.1.34 **IEC** means specifications of International Electro-Technical Commission.
- 1.1.35 **MWp** means Mega-Watt Peak.
- 1.1.36 **MWh** means Mega-Watt Hour.
- 1.1.37 **kWh** shall mean Kilo-Watt-hour.
- 1.1.38 **LANGUAGE FOR DRAWINGS AND INSTRUCTION** All the drawings, titles, notes, instruction, dimensions, etc. shall be in English Language only.
- 1.1.39 **MNRE** means Ministry of New and Renewable Energy, Government of India.
- 1.1.40 **MOBILIZATION** shall mean establishment of sufficiently adequate infrastructure by the Contractor at Site comprising of O&M manpower, equipment, aids, tools tackles including setting of site offices/Storage for carrying out O&M of the facilities such as power, water, communication etc., Supervising Personnel and an adequate strength of skilled, semi-skilled and un-skilled workers, who with the so established infrastructure shall be in a position to commence execution of work at site(s), in accordance with the agreed Time

Schedule of Completion of Work. Mobilization shall be considered to have been achieved, if the Contractor is able to establish infrastructure as per Time Schedule, where so warranted in accordance with agreed schedule of work implementation to the satisfaction of Engineer-in-Charge/Project Manager.

- 1.1.41 **NET-WORTH** shall have same meaning as defined in Company Act 2013 and Amendment, if any.
- 1.1.42 **NOTICE IN WRITING OR WRITTEN NOTICE** shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by Email/registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 1.1.43 **NOTIFICATION OF AWARD (NOA)/LETTER OF INTENT (LOI)/WORK ORDER (WO)/LETTER OF AWARD (LOA)** means the official notice issued vide Letter/ E-mail by the Owner notifying the Contractor that his bid has been awarded.
- 1.1.44 **NTP** means Notice to Proceed subsequent to the placement of LOA/NOA/LOI/WO. NTP will be issued by the owner within a maximum time frame of 90 days from the date of LOA/NOA/LOI/WO, failing which the LOA/NOA/LOI/WO shall stand withdrawn without creating any further liability on either party. In such case EMD/PBG, as applicable submitted by the contractor shall be released.
- 1.1.45 **O & M** means comprehensive Operations & maintenance contract of Commissioned Project/ Work/ Facilities under the contract including all services and spares, consumables and infrastructure as mentioned in scope of work.
- 1.1.46 **OWNER** means the Company/ Corporation/ Government Entity, named in the BDS/ SCC, who has set up the Facilities under his ownership at his designated location and shall include the legal successors or permitted assigns of the Owner
- 1.1.47 **PARENT COMPANY** means a company that holds more than Fifty Percent (50%) of the paid-up equity capital directly or indirectly in the Bidding Company as the case may be.
- 1.1.48 **PLANT AND EQUIPMENT** means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and incorporated in the Facilities by the Contractor under the Contract (including the spare parts to be supplied by the Contractor) but does not include Contractor's Equipment.
- 1.1.49 **SCC** means the Special Conditions of Contract.
- 1.1.50 **SECI** means Solar Energy Corporation of India Limited, New Delhi (A Government of India Enterprise) under MNRE.
- 1.1.51 **SITE** means the land and other places upon which the Facilities has already been installed, and such other land or places as specified in the SCC of the Contract as forming part of the Site.
- 1.1.52 **SPECIFICATION** shall mean all directions the various Technical Specifications, provisions attached and referred to the Tender Documents which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the Contract for the work or works, as may be amplified or modified by the Owner or Engineer-in-Charge/Project Manager during the performance of

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Contract in order to provide the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition of relevant Standard Specifications including all addenda/ corrigenda published before entering into Contract.

- 1.1.53 **SUB-CONTRACTOR** including vendors, means any person to whom execution of any part of O&M of the Facilities, including preparation of any design or supply of any Plant and Equipment, is sub-contracted directly or indirectly by the Contractor, and includes its legal successors or permitted assigns.
- 1.1.54 **TEMPORARY WORKS** shall mean all temporary works of every kind required in or about the execution, completion or maintenance of site works.
- 1.1.55 **TENDER/TENDER DOCUMENT/ BIDDING DOCUMENT** means the entire set of documents vide which Owner invite bids for Projects/ Works/ Facilities that are submitted within a finite deadline by the Bidder.
- 1.1.56 **TIME FOR COMPLETION (TIME FOR COMPLETION)** means the time within which Completion of the O&M of the Facilities is to be attained in accordance with the specifications, as a whole (or of a part of the Facilities where a separate Time for Completion of such part has been prescribed) as specified in the SCC of the tender document
- 1.1.57 **WEEK** means a period of any consecutive seven days.
- 1.1.58 **WORKING DAY** means any day which is not declared to be holiday or rest day by the Owner.
- 1.1.59 **SUBSIDIARY COMPANY** means a company in which the Bidding Company that holds more than Fifty Percent (50%) of the paid-up equity capital directly or indirectly as the case may be.

[B] GENERAL INFORMATION

2. General Information

2.1.a Location of Site

The project site is located in Badi Sid, Rajasthan.

The exact location of the site is as defined under Scope of Work under Technical Specifications.

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

2.1.b Access to the facilities

The contractor shall arrange necessary means to access the installations of the rooftop and other places in the premises where the installation is located. The contractor shall make his own arrangement for transport of his man and material to the installation sites for the execution of the O&M services.

2.2 Scope of Work

The scope of work is defined in the Section - VII, Scope of Work and Technical Specifications (TS) of the Tender document. In addition, the Contractor shall provide all

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necessary materials, equipment, labour etc. for the execution of Operations & Maintenance of the project till completion unless otherwise mentioned in the Tender Document.

2.3 Water Supply to the facilities

Contractor will have to make his own arrangements for supply of water for cleaning of modules and other functions required to complete the requirements mentioned in the scope of Work. The water quality should be suitable for use in this works.

2.4 Power Supply to the facilities

2.4.1 Contractor has to arrange for the necessary power supply for performance of the work at their own cost. All the works will be done as per the applicable REGULATIONS with information to the Engineer-in-Charge/Project Manager. Any temporary connections made during performance of the works shall be removed once the works have been completed. Necessary permissions as required from owners of the building shall be obtained by the contractor. If there is any hindrance caused to the other works due to the alignment of temporary connections, the Contractor will re-route or remove the temporary connections at his own cost.

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

2.4.3 At all times, CEA REGULATIONS shall be followed failing which the Owner has a right to disconnect the power supply without any reference to the Contractor. No claim shall be entertained for such disconnection. Power supply will be reconnected only after production of fresh certificate from authorized electrical supervisors.

2.4.4 The Owner is not liable for any loss or damage to the Contractor's equipment as a result of variation in voltage or frequency or interruption in power supply or other loss to the Contractor arising therefrom.

2.4.5 In case of damage of any of the Owner's equipment on account of fault, intentional or unintentional on the part of the Contractor, the Owner reserves the right to recover the cost of such damage from the Contractor's bill.

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

Contractor shall at his own cost arrange for a suitable premise to store his material and equipment as well as establish his office. The Owner shall also handover spares and instruments available with Owner to the contractor for safe custody and use in the projects by the contractor after taking due permission from the Owner. The contractor shall store these materials safely within the same premise.

The premises shall be suitable for protection of the material stored inside the premises from vagaries of nature. During the period of the contract if the contractor changes the premises, he shall safely transport all material including the material provided by Owner to the new premises in a safe and secure manner at his own cost. Such an act shall not in any ways effect the performance of work required as per the contract.

Arrangement for the housing and accommodation of the contractor's staff and labor shall be done by the contractor at his own cost.

2.6 Land for Residential Accommodation

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

[C] ADDITIONAL GENERAL INSTRUCTIONS TO BIDDERS

3. Documents

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

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

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

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

4. Transfer of Tender Documents

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

5. Right of Owner to Accept or Reject Tender

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

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6. Time Schedule & Progress Reporting

- 6.1 A joint program of execution of the work (O&M execution plan) will be prepared by the Contractor based on priority requirement of this project & submitted to the Engineer in charge. This program will take into account the time of completion mentioned above and the time allowed for the priority works by the Engineer-in- Charge.
- 6.2 The Contractor shall monitor progress of all the activities specified in the work schedule referred in GCC above and submit the progress report to the Project Manager as per the Contract Co-ordination procedure.
- 6.3 If at any time the Contractor's actual progress falls behind the scheduled program, or it becomes apparent that it will so fall behind, the Contractor shall, at the request of the Owner or the Project Manager/ EIC, prepare and submit to the Project Manager/ EIC a revised program, taking into account the prevailing circumstances, and shall notify the Project Manager/ EIC, of the steps being taken to expedite progress so as to attain Completion of O&M of the Facilities within the Time for Completion. If any extension thereof entitled under GCC, or any extended period as may otherwise be agreed upon between the Owner and the Contractor, Contractor shall submit the revised plan for completion of Facility accordingly
- 6.4 Maintenance of Records of Progress Review Meeting

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

6.5 Records / Reports of work done:

The contractor shall provide to the Engineer in-charge / Project manager at regular interval various reports as mentioned in the scope of works.

7. Conflict of Interest and Bidder's Responsibility

- 7.1 A bidder shall not have a Conflict of Interest. All bidders found to have Conflict of Interest shall be disqualified. A bidder may be considered to have a Conflict of Interest with one or more parties in this bidding process, if:
- (a) They have a controlling partner in common; or
 - (b) They receive or have received any direct or indirect subsidy from any of them; or
 - (c) They have the same legal representative for the purposes of this bid; or
 - (d) They have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decision of the Owner regarding this bidding process; or
 - (e) A bidder submits more than one bid in this bidding process, either individually [including bid submitted as an agent/ authorized representative on behalf of one or more bidders or through license - licensor route, wherever permitted as per the provision of the Qualification Requirement for the bidders in the Annexure to Bid Data Sheet (BDS)] or

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- as a partner in a Joint Venture/ Consortium, except for alternative offers permitted under Tender. This will result in the disqualification of all such bids; or
- (f) A bidder or any of its Affiliates participated as a consultant in the preparation of the Design or Technical Specification or Detailed Project Report (DPR) of the Plant and Installation of services*/ goods and related services** that are the subject of the bid; or
- (g) A bidder or any of its Affiliate has been hired (or is proposed to be hired) by the Owner as a Project Manager for the Contract

Unquote:

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

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

8. Retired Government or Company Officers

- 8.1 No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the States/ UT/ Central Government or of the Owner is allowed to work as a Contractor for a period of two years after his retirement from Government Service, or from the employment of the Owner. The Contract, if awarded, is liable to be cancelled if either the Contractor or any of his employees is found at any time to be such a person, who has not obtained the permission of the State/ Central Government before submission of Tender, or engagement in the Contractor's service as the case may be.

9. Representatives and Field Management & Controlling

- 9.1 Contractor's Representative & O&M Manager / EIC

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

- 9.2 The Contractor's Representative shall represent and act for the Contractor at all times during the tenure of the Contract and shall give to the O&M Manager/ EIC all the Contractor's notices, instructions, information and all other communications under the Contract.
- 9.3 All notices, instructions, information and all other communications given by the Owner or the O&M Manager/ EIC to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided.
- 9.4 The Contractor shall not revoke the appointment of the Contractor's Representative without the Owner consent, which shall not be unreasonably withheld. If the Owner consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out in GCC Clauses.

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- 9.5 The Contractor's Representative may, subject to the approval of the Owner (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Project Manager/EIC.
- 9.6 Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this GCC Clause shall be deemed to be an act or exercise by the Contractor's Representative.
- 9.7 Notwithstanding anything stated in GCC Clause above, for the purpose of execution of contract, the Owner and the Contractor shall finalize and agree to a Contract Co-ordination Procedure and all the communication under the Contract shall be in accordance with such Contract Co-ordination Procedure.
- 9.8 The Owner may object to any Contractor's representative or person employed by the Contractor in the execution of the Contract who, in the reasonable opinion of the Owner, may behave inappropriately, may be in- competent or negligent, or may commit a serious breach of the Site REGULATIONS and safety.
- 9.9 If any representative or person employed by the Contractor is removed in accordance with GCC Clause above, the Contractor shall, where required, promptly appoint a replacement. The Engineer-in-Charge/ O&M Manager may also authorize his representatives to assist in performing his duties and functions.

9.10 Hindrance Register

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

10. Note to Schedule of Rates

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

11. Policy for Tenders under Consideration

- 11.1 Only Those Tenders which are complete in all respects and are strictly in accordance with the Terms and Conditions and Technical Specifications of Tender Document, shall be considered for evaluation. Such Tenders shall be deemed to be under consideration immediately after opening of Tender and until such time an official intimation of acceptance/ rejection of Tender is made by Owner to the Bidder.

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- 11.2 Zero Deviation: Bidders to note that this is a Zero Deviation Tender. Owner will appreciate submission of bids based on the terms and conditions in the enclosed General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of Work, technical specifications etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the bids. Bidder may note that no technical and commercial clarifications will be sought for after the receipt of the bids. In case of any deviation/ nonconformity observed in the bid, it will be liable for rejection.

12. Clarification of Tender Document

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

13. Local Conditions

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

14. Extension of O&M Time Period

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

[D] GENERAL OBLIGATIONS

15.1 Priority of Contract Documents

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

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- a) Contract Agreement and the appendices, along with the amendments, if any thereto
- b) Notification of award (NoA)/Letter of Intent (LOI) /Work Order (WO)/Letter of Award (LOA)/Notice to proceed (NTP)
- c) Special Conditions of Contract
- d) General Conditions of Contract
- e) BDS & ITB
- f) Special Technical Conditions on Technical Specifications
- g) Technical Specifications and Drawings
- h) Price Schedules submitted by the Contractor
- i) Other completed Bidding forms submitted with the Bid
- j) Any other documents forming part of the Owner's Requirements

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

15.2 Headings and Marginal Notes

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

15.3 Singular and Plural

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

15.4 Interpretation

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

16 Special Conditions of Contract (SCC)

- 16.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Specification of Work, Drawings and any other documents forming part of this Contract wherever the context so requires.
- 16.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 16.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 16.4 Wherever it is mentioned in the specifications that the Contractor shall perform certain Work or provide certain plant & equipment full/part, it is understood that the Contractor shall do

so at his cost and the Value of Contract shall be deemed to have included cost of such performance and provisions, so mentioned.

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

17 Contractor to obtain his own Information

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

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

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

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

18 Time of Performance

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18.1 Time for Mobilization

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

The contractor shall arrange office cum storage premises within 30 calendar days of issue of NOA/ LOI/VO/LOA/NTP (whichever is later).

18.2 The Contractor shall Operate & Maintain the complete facilities of Project for the period as defined under the tender document and The O&M Contractor shall guarantee to the Owner, minimum Plant Availability of 99%, where Plant Availability refers to the state of Plant injecting power into the grid (subject to grid availability). (unless otherwise agreed / approved by the owner for partial injection due to reasons such as repair of roof etc.)

It is Contractor's responsibility to coordinate with state/central agencies in order to get any permission whatsoever, required for successful operations & maintenance contract of Plant till its desired life. Other responsibility are as mentioned in Scope of Work under the tender document.

19. Force Majeure

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

- Act of God, including, but not limited to lightning, fire not caused by Suppliers' negligence and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, unprecedented flood, cyclone, typhoon, tornado, pandemic or quarantine. {Only if it is declared / notified by the competent state / central authority / agency (as applicable)},
- Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action.
- Radioactive contamination or ionizing radiation originating from a source in India or resulting from another Force Majeure Event mentioned above.

19.2 Force Majeure Exclusions

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

- Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts, or consumables for the Power Project.
- Delay in the performance of any Supplier, sub-Supplier, or their agents.

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- Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment.
 - Strikes at the facilities of the Supplier / Affected Party including any transport strikes not directly affecting the delivery of goods from manufacturer to site
 - Insufficiency of finances or funds or the agreement becoming onerous to perform including any commercial hardships faced; and
 - Non-performance caused by, or connected with, the Affected Party's:
 - o Negligent or intentional acts, errors, or omissions.
 - o Failure to comply with an Indian LAW; or
 - o Breach of, or default under this Contract Agreement.
 - Normal rainy seasons and monsoon
- 19.3 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Contract, relative obligation of the party affected by such Force Majeure shall be treated as suspended during the period which the Force Majeure clause last.
- 19.4 Upon occurrence of such causes, the party alleging that it has been rendered unable as aforesaid, thereby, shall notify the other party in writing by registered notice within 7 (Seven) Days of the alleged beginning thereof giving full particulars and satisfactory evidence in support of its claim. Further, within 14 (Fourteen) days, the Supplier will furnish a detailed Contingency Plan to overcome the effects of the incident and bring the project on its schedule after cessation of the effect of Force Majeure.
- 19.5 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.
- 19.6 Time for Performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such Force Majeure clause lasts.
- 19.7 If supply is suspended by Force Majeure conditions lasting for more than two months, the Owner shall have the option of cancelling this Contract in whole or part thereof, at its discretion.
- 19.8 The Supplier will not be entitled to claim any compensation for Force Majeure conditions and shall take appropriate steps to insure its men and materials utilized by it under the Contract.
- 19.9 To the extent not prevented by force majeure event, the affected party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

20. Liquidated Damages (LD)

Refer to Section-V "Special Condition of Contract (SCC)".

21. Rights of the Owner to forfeit Contract Performance Security

- 21.1 Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the Contract, the Contractor shall pay to the Owner on demand any balance remaining due to the Owner & Owner shall be entitled to recover such sum by appropriating

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in part or whole from the Contract Performance Security of the Contractor. In the event of the security being insufficient or if no security has been taken from the Contractor, then the balance or the total sum recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor.

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

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

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

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

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

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

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

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

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

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

23. Contractor remains liable to pay compensation if

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

24. Contract Performance Security

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

Bank Guarantee towards Contract Performance Security shall be from any scheduled bank as specified in the List of Banks enclosed at Form F-12, Section - VI, Sample Forms and Formats of Tender documents or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder. However, in case of Bank Guarantees from Banks other than the Nationalized Indian banks, the Bank must be a commercial Bank having net worth in excess of INR 500 Crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This Bank Guarantee shall be valid for a period in conjunction with the provisions mentioned under Section - V, Special Conditions of Contract (SCC).

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

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

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

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

Further, any delay beyond 30 (Thirty) days shall attract interest @ 1.25% per month on the total Contract Performance Security amount, calculated on pro-rata basis accordingly. Owner at its sole discretion may cancel the NOA/ LOI/LOA & forfeit 100% of EMD if applicable, in case Contract Performance Security is not submitted within 45 (Forty-five) days from issuance of NOA/ LOI/LOA. However, total project completion period shall remain same. Part Security shall not be accepted. The Zero Date shall be counted from the date of LOA or NTP whichever is later.

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

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

25. Termination of contract

25.1 Termination for Owner's Convenience

25.1.1 The Owner may at any time terminate the Contract for any reason by giving the Supplier a notice of termination that refers to this GPC Sub-Clause 25.1.

25.1.2 Upon receipt of the notice of termination under GPC Sub-Clause 25.1.1, the Supplier shall either immediately or upon the date specified in the notice of termination

- (a) cease all further supply, except for such supply as the Owner may specify in the notice of termination for the sole purpose of protecting that part of the supplies already executed, or any supply required to leave the Site in a clean and safe condition
- (b) terminate all subcontracts, except those to be assigned to the Owner pursuant to paragraph (d) (ii) below
- (c) remove all Supplier's Equipment from the Site, repatriate the Supplier's and its SubSuppliers' personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition, and
- (d) subject to the payment specified in GPC Sub-Clause 25.1.3,
 - (i) deliver to the Owner the parts of the supplies executed by the Supplier up to the date of termination
 - (ii) to the extent legally possible, assign to the Owner all right, title and benefit of the Supplier to the supplies and to the Plant as of the date of termination, and, as may be required by the Owner, in any subcontracts concluded between the Supplier and its SubSuppliers; and
 - (iii) deliver to the Owner all non-proprietary drawings, specifications and other documents prepared by the Supplier or its SubSuppliers as at the date of termination in connection with the supplies.

25.1.3 In the event of termination of the Contract under GPC Sub-Clause 25.1.1, the Owner shall pay to the Supplier the following amounts:

- (a) the Contract Price, properly attributable to the supplies executed by the Supplier as of the date of termination

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- (b) the costs reasonably incurred by the Supplier in the removal of the Supplier's Equipment from the Site and in the repatriation of the Supplier's and its SubSuppliers' personnel
- (c) any amounts to be paid by the Supplier to its SubSuppliers in connection with the termination of any subcontracts, including any cancellation charges
- (d) costs incurred by the Supplier in protecting the supplies and leaving the Site in a clean and safe condition pursuant to paragraph (a) of GPC Sub-Clause 25.1.2

25.2 Termination for Supplier's Default

- 25.2.1 Neither the Owner nor the Supplier may assign the Contract or any part thereof, or any right, benefit, obligation, or interest therein or thereunder, to any third party without the express prior written consent of the other Party, which consent shall not be unreasonably withheld, except that the Supplier shall be entitled to assign any monies due and payable to it or that may become due and payable to it under the Contract, either absolutely or by way of charge.
- 25.2.2 The Owner, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Supplier, referring to this GPC Sub-Clause 25.2:
- (a) if the Supplier becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier is a corporation, a resolution is passed or order is made for its winding up, other than a voluntary liquidation for the purposes of amalgamation or resupply, a receiver is appointed over any part of its undertaking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt
 - (b) if the Supplier assigns or transfers the Contract or any right or interest therein in violation of the provision of GPC Clause 25.2.1.
 - (c) if the Supplier, in the judgment of the Owner has engaged in Fraud and Corruption in competing for or in executing the Contract.
- 25.2.3 If the Supplier
- (a) has abandoned or repudiated the Contract
 - (b) has without valid reason failed to commence supply on the supplies promptly or has suspended the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the Owner to proceed
 - (c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause
 - (d) refuses or is unable to provide sufficient materials, services or labor to execute and complete the Facilities in the manner specified in the program at rates of

progress that give reasonable assurance to the Owner that the Supplier can attain Completion of the Facilities by the Time for Completion as extended,

then the Owner may, without prejudice to any other rights it may possess under the Contract, give a notice to the Supplier stating the nature of the default and requiring the Supplier to remedy the same. If the Supplier fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Owner may terminate the Contract forthwith by giving a notice of termination to the Supplier that refers to this GPC Sub-Clause 25.2.

25.2.4 Upon receipt of the notice of termination under GPC Sub-Clauses 25.2.2 or 25.2.3, the Supplier shall, either immediately or upon such date as is specified in the notice of termination,

- (a) cease all further supply, except for such supply as the Owner may specify in the notice of termination for the sole purpose of protecting that part of the supplies already executed, or any supply required to leave the Site in a clean and safe condition
- (b) terminate all subcontracts, except those to be assigned to the Owner pursuant to paragraph (d) below
- (c) deliver to the Owner the parts of the supplies executed by the Supplier up to the date of termination
- (d) to the extent legally possible, assign to the Owner all right, title and benefit of the Supplier to the supplies and to the Plant as of the date of termination, and, as may be required by the Owner, in any subcontracts concluded between the Supplier and its SubSuppliers
- (e) deliver to the Owner all drawings, specifications and other documents prepared by the Supplier or its SubSuppliers as of the date of termination in connection with the supplies.

25.2.5 The Owner may expel the Supplier, and complete the supplies itself or by employing any third Party. The Owner may, to the exclusion of any right of the Supplier over the same, take over and use with the payment of a fair rental rate to the Supplier, with all the maintenance costs to the account of the Owner and with an indemnification by the Owner for all liability including damage or injury to persons arising out of the Owner's use of such equipment, any Supplier's Equipment owned by the Supplier and on the Site in connection with the supplies for such reasonable period as the Owner considers expedient for the supply.

25.2.6 Subject to GPC Sub-Clause 25.2.7, the Supplier shall be entitled to be paid the Contract Price attributable to the supplies executed as of the date of termination, the value of any unused or partially used Plant on the Site, and the costs, if any, incurred in protecting the supplies and in leaving the Site in a clean and safe condition pursuant to paragraph (a) of GPC Sub-Clause 25.2.4. Any sums due the Owner from the Supplier accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Contract.

25.2.7 If the Owner completes the supplies, the cost of completing the supplies by the Owner shall be determined.

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If the sum that the Supplier is entitled to be paid, pursuant to GPC Sub-Clause 25.2.6, plus the reasonable costs incurred by the Owner in completing the supplies, exceeds the Contract Price, the Supplier shall be liable for such excess.

If such excess is greater than the sums due the Supplier under GPC Sub-Clause 25.2.6, the Supplier shall pay the balance to the Owner, and if such excess is less than the sums due the Supplier under GPC Sub-Clause 25.2.6, the Owner shall pay the balance to the Supplier.

The Owner and the Supplier shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

26. Members of the Owner not individually Liable

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

27. Owner not bound by Personal Representations

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

28. Contractor's office & Vehicle requirement for Mobility at site

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

Transportation of men, material, equipment, Spare etc in and around the site shall be the responsibility of the O&M Contractor.

29. Contractor's Subordinate Staff and their Conduct

29.1 The Contractor, on or after award of the Work shall name and depute a qualified Engineer having sufficient experience in carrying out work of similar nature, to whom the equipment, materials, if any, shall be issued and instructions for works given. The Contractor shall also provide sufficient and qualified staff to superintend the execution of the Work, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types of works contained in the Contract in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the Engineer-in-Charge/Project Manager additional properly qualified supervisory staff is considered necessary, they shall be employed by the Contractor without additional charge on accounts thereof. The Contractor shall ensure that Sub-Contractors, if any, shall provide competent and efficient supervision, over the work entrusted to them.

29.2 If and whenever any of the Contractor's or Sub-Contractor's agents, sub-agents, assistants, foremen, or other employees be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the Contractor, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the

Works. Any person so removed from the Work shall be immediately replaced at the expense of the Contractor by a qualified and competent substitute. Should the Contractor be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.

- 29.3 The Contractor shall be responsible for the proper behavior of all the staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the Contractor shall be responsible therefore and relieve the Owner of all consequent claims or actions for damages or injury or any other grounds whatsoever. The Contractor shall be liable for any liability to Owner on account of deployment of Contractor's staff etc. or incidental or arising out of the execution of Contract. The Contractor shall be liable for all acts or omissions on the part of his staff, Foremen and Workmen and others in his employment, including misfeasance or negligence of whatever kind in the course of their work or during their employment, which are connected directly or indirectly with the Contract.
- 29.4 If and when required by the Owner and Contractor's personnel entering upon the Owner's premises shall be properly identified by badges or gate passes which must be worn at all times on Owner's premises. Contractor may be required to obtain daily entry passes for his Staff/ Employees to work within operating areas. These being safety requirements, no relaxations on this account shall be given to Contractor.
- 29.5 Contractor shall at all times provide Owner/ SECI access to site and office during O&M periods and also provide them with any data/ information sought for.

30. Sub-letting of Works

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

i) Sub-Contracts for Temporary Works etc.

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

ii) List of Sub-Contractors to be supplied

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

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

Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the Engineer-in-Charge/Project Manager shall have received copies of any Subcontracts,

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the Contractor shall be and shall remain solely responsible for the quality, proper and expeditious execution of the Contract in all respects as if such sub-letting or Subcontracting had not taken place, and as if such work had been done directly by the Contractor. The Contractor shall bear all responsibility for any act or omission on the part of sub-Contractors in regard to work to be performed under the Contract.

iv) No Remedy for Action Taken under this Clause

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

vi) Termination/ Cancellation of Contract

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

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

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

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

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

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

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

31. Power of Entry

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

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

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

Any deficiency shall forthwith be made good and paid to the Owner by the Contractor and the Owner shall have power to sell in such manner and for such price as he may think fit all or any of the construction plant, materials etc. constructed by or belonging to Contractor and to recoup and retain the said deficiency or any part thereof out of proceeds of the sale.

32. Contractor's responsibility

32.1 Contractor's responsibility

32.1.1 The Contractor shall Operate & Maintain the complete facilities of Project for the period as defined under the tender document and Contractor shall maintain minimum annual Capacity Utilization Factor (CUF) of 21% as mentioned in Scope of work. It is Contractor's responsibility to coordinate with state/central agencies in order to get any permission whatsoever, required for successful operations & maintenance contract of Plant till its desired life. Other responsibility are as mentioned in Scope of Work under the tender document.

32.1.2 The Contractor shall acquire, on behalf of Owner, in the Owner's name, all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the Country/State where the Site is located that are necessary for the setting up of the operations & maintenance contract of Plant till its desired life as mentioned under the Contract, including, but not limited to, entry permits for all imported

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Owner's/Owner's Equipment (if any). In this regard, any document required from Owner shall be intimated at least 10 days prior to submission. Contractor has to ensure safe keeping of the documents and diligent use. It is the responsibility of the Contractor to safe keep and return all the original approvals, permits, licenses, certificates and other relevant document generated as a result of the setting up of comprehensive O&M process to the Owner.

- 32.1.3 Contractor shall also seek for any exemption applicable for the project as per the orders released from GOI time to time in appropriate Formats including all the required attachments. In this regard, Contractor shall be responsible to take all necessary certificates as a proof of exemptions on behalf of Owner. However, all the documents required from Owner, as needed for the process, will be provided by Owner. The demand of such documents shall be made to the Owner in at least 10 days advance.
- 32.1.4 The Contractor shall comply with all LAWs in force at the place, where the Facilities are installed and where the O&M Services are carried out. The LAWs will include all national, provincial, municipal labour or other LAWs that affect the Performance of the Contract and binding upon the Contractor. The Contractor shall indemnify and hold harmless the Owner from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such LAWs by the Contractor or its personnel, including the SubContractors and their personnel.
- 32.1.5 Any plant, material, spares & spares inventory and services that will be incorporated in or be required for the facilities.
- 32.1.6 Unless otherwise specified in the Contract or agreed upon by the Owner and the Contractor, the Contractor shall provide/ deploy sufficient, properly qualified operating and maintenance personnel; shall supply and make available all raw materials, spares, tools and tackles and other materials and facilities; and shall perform all work and services of whatsoever nature, to properly carry out Guarantee Tests, all in accordance with the provisions of "Scope of Works and Supply by the Owner" to the Contract Agreement at or before the time specified in the program furnished by the Contractor and in the manner thereupon specified or as otherwise agreed upon by the Owner and the Contractor.

33. VOID

34. Notice

34.1 To the Contractor

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

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

34.2 To the Owner

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

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35. Right of Various Interests

- 35.1 i) The Owner reserves the right to distribute the work between more than one agency(ies). The Contractor shall cooperate and afford other agency(ies) reasonable opportunity for access to the Work for the carriage and storage of materials and execution of their works.
- ii) Wherever the work being done by any department of the Owner or by other agency(ies) employed by the Owner is contingent upon Work covered by this Contract, the respective rights of the various interests involved shall be determined jointly to secure the completion of the various portions of the work in general harmony.

36. Patents and Royalties

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

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

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

- 36.2 All charges on account of royalty, tollage, rent or any other levy on materials obtained for the work or temporary work or part thereof (excluding materials provided by the Owner, if any) shall be borne by the Contractor.
- 36.3 The Contractor shall not sell or otherwise dispose of or remove except for the purpose of this Contract, the sand, stone, clay, ballast, earth, rock or other substances, or materials obtained from any excavation made for the purpose of the Work or any building or produce upon the site at the time of delivery of the possession thereof, but all such substances,

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materials, buildings and produce shall be the property of the Owner provided that the Contractor use the same for the purpose of the work.

- 36.4 The copyright in all drawings, documents and other materials containing data and information furnished to the Owner by the Contractor herein shall remain vested in the Contractor or, if they are furnished to the Owner directly or through the Contractor by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party. The Owner shall however be free to reproduce all drawings, documents, specification and other material furnished to the Owner for the purpose of the contract including, if required, for operation and maintenance of the facilities.
- 36.5 The Owner and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Sub-Contractor(s) such documents, data and other information it receives from the Owner to the extent required for the Sub-Contractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Sub-Contractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this clause.
- 36.6 The Owner shall not use such documents, data and other information received from the Contractor for any purpose other than the operation and maintenance of the Facilities. Similarly, the Contractor shall not use such documents, data and other information received from the Owner for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the Performance of the Contract.
- The obligation of a party under GCC Sub-Clauses 36.5 and 36.6 above, however, shall not apply to that information which
 - Now or hereafter becomes available in the public domain through no fault of that party
 - Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto.
 - Otherwise LAWfully becomes available to that party from a third party that has no obligation of confidentiality.
 - The above provisions of this Clause shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.
 - The provisions of this clause shall survive termination, for whatever reason, of the Contract.

37. Liens

- 37.1 If, at any time there should be evidence or any lien or claim for which the Owner might have become liable and which is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the Owner against such lien or claim and if such lien or claim be valid, the Owner may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the Contractor. If any lien or claim remain unsettled after all payments are made, the Contractor shall refund or pay to the Owner all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. Owner reserves the right to do the same.
- 37.2 The Owner shall have lien on all materials, equipment including those brought by the Contractor for the purpose of the Work.

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37.3 The final payment shall not become due until the Contractor delivers the complete release or waiver of all liens arising or which may arise out of his agreement or receipt in full or certification by the Contractor that all invoices for labour, materials, services have been paid in lien thereof and if required in any case an affidavit that so far as the Contractor has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled.

37.4 Contractor will indemnify and hold the Owner harmless, for a period of 02 (Two) years after the issue of Final Acceptance from all liens and other encumbrances against the Owner on account of debts or claims alleged to be due from the Contractor or his Sub-Contractor to any person including Sub-Contractor and on behalf of Owner will defend at his own expense, any claim or litigation brought against the Owner or the Contractor in connection therewith. Contractor shall defend or contest at his own expense any fresh claim or litigation by any person including his Sub-Contractor, till its satisfactory settlement even after the expiry of 02 (Two) years from the date of issue of Final Acceptance.

38. Delays by Owner or his Authorized representatives

38.1 In case the Contractor's performance is delayed due to any act or omission on the part of the Owner or his authorized representatives, then the Contractor may be given due extension of time for the completion of the Work after proper due diligence by Owner, to the extent such omission on the part of the Owner has caused delay in the Contractor's performance of his Work.

38.2 No adjustment in Contract Price shall be allowed for reasons of such delays and extensions granted except as provided in Tender Document, where the Owner reserves the right to seek indulgence of Contractor to maintain the agreed Time Schedule of Completion. In such an event the Contractor shall be obliged for working by Contractor's personnel for additional time beyond stipulated working hours as also Sundays and Holidays and achieve the completion date/interim targets.

39. Payment if the Contract is terminated

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

a) The amount payable in respect of any preliminary items, so far as the Work or service comprised therein has been carried out or performed and an appropriate portion as certified by Engineer-in- Charge of any such items or service comprised in which has been partially carried out or performed.

b) Any other expenses which the Contractor has expended for performing the Work under the Contract subject to being duly recommended by Engineer-in-Charge/Project Manager and approved by Owner for payment, based on documentary evidence of his having incurred such expenses.

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

a) Any and all completed works.

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

40. No Waiver of Rights

40.1 Neither the inspection by the Owner or any of their officials, Employees or representatives nor any order by the Owner for payment of money or any payment for or acceptance of the whole or any part of the Work by the Owner nor any extension of time, nor any possession taken by Owner shall operate as a waiver of any provision of the Contract, or of any power herein reserved to the Owner, or any right to damages herein provided, nor shall any waiver of any breach in the Contract be held to be a waiver of any other subsequent breach.

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

No interim payment certificate(s) issued by the Owner, nor any sum paid on account by the Owner, nor any extension of time for execution of the work granted by Owner shall affect or prejudice the rights of the Owner against the Contractor or relieve the Contractor of his obligations for the due performance of the Contract, or be interpreted as approval of the Work done or of the equipment supplied and no certificate shall create liability for the Owner to pay for alterations, amendments, variations or additional works not ordered, in writing, by Owner or discharge the liability of the Contractor for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Owner.

42. Language and Measures

All documents pertaining to the Contract including Specifications, Schedules, Notices, Correspondence, Operating and Maintenance Instructions, Drawings or any other writing shall be written in English language only. The SI System of measurement shall be used in the Contract unless otherwise specified. Any literature/standard required for the execution of the project work will be provided by the Contractor in the English language only.

43. Guarantee Tests & Operational Acceptance and Transfer of Title

43.1 Functional Guarantees

43.1.1 The Contractor guarantees that during the Guarantee Test, the Facilities and all parts thereof shall attain the Functional Guarantees specified under Technical Specifications, subject to and upon the conditions therein specified. Respective compensation in case of the Non-achievement of the same is mentioned in the SCC of the tender document.

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

- Reject the Equipment and advise immediate replacement to suit the provisions of Technical Specification without any additional cost or;
- Reject the Equipment and recover the payments already made, or;

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- Terminate the Contract and recover the payments already made, or;
- Accept the equipment after levy of liquidated damages in accordance with the provisions specified.

43.2 Plant Performance Guarantee Test

The Plant Performance Guarantee (as mentioned in TS i.e., CUF etc.) Test shall be conducted by the Contractor to ascertain whether the Facilities or the relevant part(s) can attain the Functional Guarantees specified in the Contract Documents. The Contractor's and Project Manager's advisory personnel shall attend the Guarantee Test. The detailed procedure for Performance Guarantee Test shall be carried out as per procedure laid down in Technical Specifications.

43.3 Void

43.4 Final Acceptance

- 43.4.1 After the expiry of the contract period, contractor shall hand over the plant to the SECI in excellent condition. The operator shall demonstrate performance test of all the major & critical equipment to ensure Generation from the Solar Photovoltaic Power Plant. While handing over the plant, contractor shall hand over all technical documents, literature, instruction manuals, lists of spare part & tools & tackles. Operator shall also hand over all the relevant record/documents.

On completion of O&M period the contractor shall apply to the Engineer in-charge for the issue of Handing Over Certificate and the same will be issued within 1 months of the Handing Over in all respects, after verifying from the documents & tests and satisfying that the Operation has been completed in accordance with details set out in the control documents & Prudent Utility Practices.

- 43.4.2 The O&M contract period may further be extended for a period as per mutually agreed terms and conditions.

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

44. Release of Confidential Information

- 44.1 The Contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Work under this Contract or description of the site dimensions, quantity, quality or other information, concerning the Work unless prior written permission has been obtained from the Owner.
- 44.2 The Owner and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Sub Contractor(s) such documents, data and other information it receives from the Owner to the extent required for the Sub Contractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Sub Contractor(s) an undertaking of confidentiality similar to that imposed on the Contractor.

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

45. Operations & maintenance contract

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

45.2 Preventive / Routine Maintenance:

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

45.3 Breakdown / Corrective maintenance:

Whenever a fault occurs, the Contractor has to attend to rectify the fault & the fault must be rectified within the 72 hours from the time of occurrence of fault. The Contractor must maintain all the records pertaining to all such faults and necessary measures taken.

The date of Comprehensive Operations & maintenance contract Contract period shall begin from the date of NOA/ LOI/WO/LOA/NTP (whichever is later) . However, operation of the Power Plant means operation of system as defined in the scope of work TS and workmanship in order to keep the project trouble free for the O&M period. The Contractor must demonstrate the committed generation as Annexure-1 of Scope of Work at the end of every year in accordance with commitment made in line with the Performance guarantees.

45.4 Serviceability Level Agreement (SLA)

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- 45.4.1 The O&M Contractor shall guarantee to the Owner, minimum Plant Availability of 99%, where Plant Availability refers to the state of Plant injecting power into the grid (subject to grid availability). (unless otherwise agreed / approved by the owner for partial injection due to reasons such as repair of roof etc.)
- 45.4.2 Contractor shall maintain a Complaint log book, which shall include the timing of logging of complaint including unique Complaint number, time of closure of complaint & it's Root Cause Analysis.
- 45.4.3 Contractor will be responsible for maintaining the Insurance Policy for his man, material, equipment etc., during the O&M period also. He shall maintain seamless insurance cover during O&M phases. Copy of policies shall be given to the Owner.
- 45.4.4 Such rectification work carried out by Owner doesn't exempts/relieves Contractor from its responsibility towards subsequent operation, maintenance, repair & replacement of such component/ infrastructure of the Plant or meeting the performance parameters of the Plant.
- 45.4.5 **O&M Routine & Manpower:** Contractor shall provide Preventive / Routine Maintenance schedule based on Original Equipment manufacturer and good engineering practices. The team deployed for the O&M must have the sufficient experience of executing the similar tasks.

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

- 45.5 Bidder is requested to provide the list of all the spares required to maintain the facility for O&M period. Contractor agrees to supply such spare parts, as recommended or otherwise required for the effective and hassle-free operation and maintenance of the Facilities. However, the Contractor, with its previous experience, is to provide a list of spares including specifications, supplier details and indicative price, as recommended by him and OEM. The Contractor shall keep and maintain the inventory of such spares for the hassle-free operation during the complete O&M period without additional cost to Owner. Also, at the end of penultimate year of the O&M contract, Contractor shall supply a list of all recommended spares as per the operational requirement of the plant and with reference to the mean time between failures (MTBF), along with detailed specifications, supplier details and tentative cost for future purchase. The price of such spare parts shall include the breakup of taxes and duties as applicable towards purchase and supply of spare parts. Owner, at its discretion, will purchase the spare as required for future operation. However, the Contractor shall replenish the mandatory spares at his cost prior to the completion of the O&M period.
- 45.6 The O&M contract period may further be extended for a period as per mutually agreed terms and conditions.
- 45.7 In case the Owner wishes to extend the O&M period beyond the agreed period under this contract, he shall intimate Contractor at least 6 months prior to the completion period. The Contractor may accept the offer as per the terms and conditions to be mutually agreed with the Owner.

46. Time Period of Contract

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

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47. VOID**[E] PERFORMANCE OF WORK****48. Execution of Work**

48.1 All the Works shall be executed in strict conformity with the provisions of the Contract Documents and with such as minimum plant availability of 99%, specification and instructions as may be furnished from time to time by the Contractor whether mentioned in the Contract or not. The Contractor shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the Specifications. The Contractor shall provide all necessary materials, equipment, labour etc. for execution and maintenance of Work till completion unless otherwise mentioned in the Contract.

48.2 All materials shall be brand new & of the best quality and workmanship capable of satisfactory operation under the operating and climatic conditions as has been specified. Unless otherwise specified, they shall conform in all respect to the latest edition of the relevant IS codes specification wherever Indian specifications apply or IEC codes or equivalent internationally accepted standard.

48.3 If the Contractor offers equipment manufactured in accordance with other international well recognized standards (mentioned above), he shall, in that case, supply a copy in English of the Standard Specification adopted and shall clearly mention in what respect such standard specification differs from Indian Standard Specifications. The Plant, equipment, and materials offered by the Contractor should comply with one consistent set of Standards only to make the system compatible and work in harmony as far as possible, except if mentioned otherwise.

49. VOID**50. Work in Monsoon and Dewatering**

50.1 Unless otherwise specified elsewhere in the tender, the execution of the Work may entail working in the monsoon also. The Contractor must maintain a minimum labour force as may be required for the job and plan and execute the O&M work according to the prescribed schedule. No extra rate will be considered for such work in monsoon.

50.2 During monsoon and other period, it shall be the responsibility of the Contractor to keep the O&M work site free from water logging at his own cost.

51. Change in LAWS and REGULATIONS

If, after the date seven (7) days prior to the date of Bid submission, in the country where the Site is located, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities), including (i) the enactment of any new law; or (ii) an amendment, modification or repeal of an existing law; or (iii) any change in the rates of any Taxes including any duties and cess or introduction of any new tax made applicable for setting up the project that subsequently affects the costs and

expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the Performance of any of its obligations under the Contract. Contractor shall promptly and within 15 days of such enactment coming into force, forward relevant supporting documents to Owner.

However, these adjustments would be restricted to direct transactions between the PMC and Contractor and Bought out items (dispatched directly from sub vendor's works to Site). These adjustments shall not be applicable on procurement of raw materials, intermediary components and intermediary services etc. by the Contractor.

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

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

However, Change in Law shall not include (i) any change in taxes on corporate income or (ii) any change in any withholding tax on income or dividends distributed to the shareholders of the Contractor, or (iii) any change on account of regulatory measures by the Appropriate Commission.

52. Specifications and Drawings

The existing plant design and drawings shall be provided to the successful bidder by the Owner after the award of the work..

53. Codes and Standards

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

53.2 Approval / Review of Technical Documents by Project Manager

The Contractor shall prepare O&M implementation plan as per technical specifications and furnish to the Project Manager/EIC for review & Approval of the same within 14 days from the Zero date.

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

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

53.5 If the Project Manager disapproves the document, the Contractor shall modify the document and resubmit it for the Project Manager's approval. If the Project Manager approves the

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document subject to modification(s), the Contractor shall make the required modification(s), and upon resubmission with the required modifications the document shall be approved.

- 53.6 The procedure for submission of the documents by the Contractor and their approval by the Project Manager shall be as per the Contract Co-ordination procedure.
- 53.7 If any dispute or difference occurs between the Owner and the Contractor in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) thereto that cannot be settled between the parties within a reasonable period, then such dispute or difference may be settled in accordance with GCC Clause (Settlement of Dispute) hereof. If such dispute or difference is referred as per GCC clause, the Project Manager shall give instructions as to whether and if so, how, Performance of the Contract is to proceed. The Contractor shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Arbitration upholds the Contractor's view on the dispute, then the Contractor shall be reimbursed by the Owner for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Arbitration shall decide, and the Time for Completion shall be extended accordingly.
- 53.8 The Project Manager's approval, with or without modification of the document furnished by the Contractor, shall not relieve the Contractor of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager.
- 53.9 The Contractor shall not depart from any approved document unless the Contractor has first submitted to the Project Manager an amended document and obtained the Project Manager's approval thereof, pursuant to the provisions of this GCC Clause.
- 53.10 If the Project Manager requests any change in any already approved document and/or in any document based thereon, generally shall be taken care by the Contractor if the change is not causing any major financial impact.

54. Drawings to be supplied by the Owner

- 54.1 The drawings attached with tender, if any, are only for the general guidance to the Contractor to enable him to visualize the type of work contemplated and scope of work involved. The Contractor will be deemed to have studied the Drawings and formed an idea about the Work involved.
- 54.2 The Contractor shall be deemed to have gone through the Drawings supplied to him thoroughly and carefully and in conjunction with all other connected drawings and bring to the notice of the Engineer-in-Charge/ Project Manager discrepancies, if any, therein before actually carrying out the Work.
- 54.3 Copies of all detailed working drawings relating to the Work shall be kept at the Contractor's office on the site and shall be made available to the Engineer-in-Charge/Project Manager at any time during the Contract. The drawings and other documents issued by the Owner shall be returned to the Owner on completion of the Work.

55. VOID

56. VOID

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57. VOID

58. Materials to be supplied by Contractor

58.1 Plant and Equipment

The Contractor shall procure and transport all the equipment consumables required to maintain the performance of the Plant in an expeditious and orderly manner to the Site to achieve completion of activities as per schedule to enable execution of O&M activities.

58.2 Transportation

The Contractor shall ensure that all the equipment consumables required to maintain the performance of the plant are procured and dispatched. The Contractor shall at its own risk and expense transport all the Plant and Equipment and the Contractor's Equipment to the Site by the mode of transport that the Contractor judges most suitable under all the circumstances.

58.3 Packing and Marking

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

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

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

58.4 Storage of Equipment

The plant and equipment thus procured under the scope of the contract must be kept in safe custody under operations & maintenance contract, essentially free from water contact. All the spares, as required for the trouble-free comprehensive O&M of Plant, must be kept under secure storage during O&M period. Contractor has to ensure the appropriate and proper storage arrangement prior to the arrival of the equipment including containers, temporary structures, sheds, platforms etc at its own cost.

The Contractor shall procure and provide within the Value of Contract the whole of the materials required for the construction including steels, cement and other building materials, tools, tackles, construction plant and equipment for the completion and maintenance of the Work except the materials which will be issued by the Owner and shall make his own arrangement for procuring such materials and for the transport thereof. The Owner may give necessary recommendation to the respective authority if so desired by the Contractor but

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assumes no further responsibility of any nature. The Owner will insist on the procurement of materials which bear ISI stamp and/ or which are supplied by reputed suppliers.

- 58.5 The Contractor shall properly store all materials either issued to him or brought by him to the Site to prevent damages due to rain, wind, direct exposure to sun, etc. as also from theft, pilferage, etc. for proper and speedy execution of his works. The Contractor shall maintain sufficient stocks of all materials required by him.

59. Stores Supplied by the Owner

- 59.1 If the Specification of the Work provides for the use of any material of special description to be supplied from the Owner's stores or it is required that the Contractor shall use certain stores to be provided by the Owner, such materials and stores, there for as hereinafter mentioned being so far as practicable for the convenience of the Contractor, but not so as in any way to control the meaning or effect of the Contract, the Contractor shall be bound to purchase and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the Contract only. After the completion of the Work, however, the Contractor has to account for the full quantity of materials supplied to him as per relevant clauses in this document.
- 59.2 All materials so supplied to the Contractor shall remain the absolute property of the Owner and shall not be removed on any account from the Site of the Work and shall be at all times open for inspection to the Engineer-in-Charge/Project Manager. Any such materials remaining unused at the time of the completion or termination of the Contract shall be returned to the Owner's stores or at a place as directed by the Engineer-in-Charge/Project Manager in perfectly good condition at Contractor's cost.
- 59.3 Owner, at his sole discretion and upon request from Contractor, may provide appropriate space for storage outside the site on chargeable basis mutually agreeable to both parties. However, the transportation of equipment from store to site shall be arranged by the Contractor at his cost and risk

60. Conditions for Issue of Materials

- 60.1 i) Materials specified as to be issued by the Owner will be supplied to the Contractor by the Owner from his stores. It shall be responsibility of the Contractor to take delivery of the materials and arrange for its loading, transport and unloading at the Site of Work at his own cost. The materials shall be issued between the working hours and as per the RULES of the Owner as framed from time to time. Once the material is issued or taken over by the Contractor, then the same will be his own liability to store, use & maintain.
- ii) The Contractor shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.
- iii) Materials specified as to be issued by the Owner shall be issued in standard sizes as obtained from the manufacturers.
- iv) It shall be duty of the Contractor to inspect the materials supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the Owner, it shall be the responsibility of the Contractor to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/ or replaced by him at his own cost.
- v) The Owner shall not be liable for delay in supply or non-supply of any materials which the Owner has undertaken to supply where such failure or delay is due to natural calamities,

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act of enemies, transport and procurement difficulties and any circumstances beyond the control of the Owner. In no case, the Contractor shall be entitled to claim any compensation or loss suffered by him on this account.

vi) It shall be responsibility of the Contractor to arrange in time all materials required for the Work other than those to be supplied by the Owner. If, however, in the opinion of the Engineer-in-Charge/Project Manager the execution of the Work is likely to be delayed due to the Contractor's inability to make arrangements for supply of materials which normally he has to arrange for, the Engineer-in-Charge/Project Manager shall have the right at his own discretion to issue such materials, if available with the Owner or procure the materials from the market or as elsewhere and the Contractor will be bound to take such materials at the rates decided by the Engineer-in-Charge/Project Manager. This, however, does not in any way absolve the Contractor from responsibility of making arrangements for the supply of such materials in part or in full, should such a situation occur nor shall such action by Owner constitute a reason for the delay in the execution of the Work.

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

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

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

x) The Contractor should see that only the required quantities of materials are got issued. The Contractor shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to the stores wherefrom they were issued.

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

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

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

62. Materials obtained from Dismantling

If the Contractor in the course of execution of the Work is called upon to dismantle any part for reasons other than those stipulated in Clauses 67 and 70 hereunder, the materials

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obtained in the Work of dismantling etc., will be considered as the Owner's property and will be disposed of to the best advantage of the Owner.

63. Articles of Value Found

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

64. Discrepancies between Instructions

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

65. Action where no Specification is issued

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

66. Inspection of Works

- 66.1 The Engineer-in-Charge/Project Manager will have full power and authority to inspect the Work at any time wherever in progress either on the Site or at the Contractor's premises/ workshops wherever situated, premises/ workshops of any person, firm or corporation where Work in connection with the Contract may be in hand or where materials are being or are to be supplied, and the Contractor shall afford or procure for the Engineer-in-Charge/Project Manager every facility and assistance to carry out such inspection. The Contractor shall, at all time during the usual working hours and at all other time at which reasonable notice of the intention of the Engineer-in-Charge/Project Manager or his representative to visit the Work shall have been given to the Contractor, either himself be present or receive orders and instructions, or have a responsible representative duly accredited in writing, present for the purpose. Orders given to the Contractor's representative shall be considered to have the same force as if they had been given to the Contractor himself. The Contractor shall give not less than 15 (Fifteen) day notice in writing to the Engineer-in-Charge/Project Manager for carrying out the inspection, Domestic or Overseas) so as to reach out for the inspection by the concerned officials and/or measurement of any work in order that the same may be inspected and measured. Owner at his own discretion may or may not attend the scheduled inspection calls as arranged by the contractor on account of pre-occupation and other site exigencies.

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

- 66.2 The Contractor is to provide at all time during the maintenance period, proper means of access with ladders, gangways etc. to move and adopt as directed for inspection or measurements of the Work by the Engineer-in-Charge/Project Manager.

- 66.3 The Contractor shall make available to the Engineer-in-Charge/Project Manager free of cost all necessary instruments and assistance in checking or setting out of Work and in the checking of any Work made by the Contractor for the purpose of setting out and taking measurements of Work.

67. Tests for Quality of Work

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

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

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

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

- 67.2 All the tests that will be necessary in connection with the execution of the Work as decided by the Engineer-in-Charge/Project Manager shall be carried out at the field-testing laboratory of the Owner by paying the charges as decided by the Owner from time to time. In case of non-availability of testing facility with the Owner, the required test shall be carried out at the cost of Contractor at Government or any other accredited testing laboratory.
- 67.3 If any tests are required to be carried out in conjunction with the Work or materials or workmanship not supplied by the Contractor, such tests shall be carried out by the Contractor and cost of such tests shall be reimbursed by the Owner.
- 67.4 The details of all equipment installed and their test reports will be provided by the owner to the successful bidder-

68. Samples for Approval

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

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

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

69.2 Risk purchase Clause

In the event of Suppliers failure to supply the material of acceptable quality in scheduled delivery period Owner 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, Owner shall retain the right of forfeiture of CPS and or any other action as deemed fit, including termination of contract.

70. Suspension of Works

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

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

71. Owner may do Part of Work

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

72. Possession prior to Completion

The Engineer-in-Charge/Project Manager shall have the right to take possession of or use any completed or partially completed Work or part of the Work. Such possession or use

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

73.1 Limitation of Liability

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

73.2 Guarantee/ Warranty and Support

O&M Contractor, on behalf of Owner, shall be responsible for pursuing compliance of all performance obligations owed to Owner pursuant to the Project Hardware Warranties and Balance of System (BoS) Warranty. O&M Contractor's obligations for pursuing such compliance are limited to

- (a) labor for removal and replacement of hardware and equipment, as well as labor for preparing any defective hardware and equipment that needs to be shipped back to an OEM
- (b) timely notification to the warranty provider of all such warranty claims pursuant to the terms of such Project Hardware Warranties and BOS Warranty;
- (c) providing reasonable information to such warranty provider relating to the nature of such warranty claim;
- (d) providing notice to Owner of such claim and requesting Owner support when necessary; provided that the foregoing shall not limit O&M Contractor's obligation to perform any maintenance required with respect to any of the Covered Equipment;

74. Care of Works

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

A daily report comprising energy generation, grid availability, breakdowns, generation hours, plant availability, CUF etc shall be sent through e-mail and /or made available by the Contractor to SECI. Monthly Generation data statement for net energy delivered by solar plant to Grid or as per the requirement of SECI shall be furnished to SECI by the contractor not later than 10th day of the following month/ as per power utility practice.

74.1 Operation and Performance Monitoring

Operation part consists of deputing necessary manpower necessary to operate the Solar Photovoltaic Power Plant at the optimum capacity. Operation procedures such as preparation to start, routine operations with safety precautions, monitoring of Solar Power Plant etc. shall be carried out as per the manufacturer's instructions to have trouble free operation of the complete system.

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Daily work of the operators in the Ground Mounted Solar Photovoltaic Power Plant involves cleaning of Modules, logging the voltage, current, power factor, Capacity utilization factor, power and energy output of the solar Power Plant. The operator shall also note down failures, interruption in supply and tripping of different relays, reason for such tripping, duration of such interruption etc. The operator shall record monthly energy output, down time, etc.

74.2 Defects after Handing Over

In order that the contractor could obtain a Handing Over certificate, they shall rectify any defect in accordance to the norms of manufacturer arising from the defective Operations & maintenance contract practices or non compliance of Prudent Utility Practices or that may have been noticed or developed during/ after the plant has been taken over, the period allowed for carrying out such works will be normally one month. If negligence of the contractor's operator results in failure of equipment, such Equipment should be repaired replaced by contractor at free of cost.

If any defect could not be remedied within a reasonable time the SECI may proceed to do the work at agencies risk and expense and deduct from the final bill such amount as may be decided by the SECI. All the aforesaid safeguards /rights provided for the SECI shall not prejudice its other rights/remedies elsewhere provided herein and/or under LAW.

75. VOID

76. Installation and Training of Owner's Personnel

76.1 Tools & Tackles

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

76.2 Setting up/Supervision/Labor

76.2.1 Bench Mark:

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

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

76.2.2 Contractor's Supervision:

The Contractor shall give or provide all necessary supervision during execution of O&M Project. The Contractor shall provide and employ only technical personnel who are skilled and experienced in their respective fields and supervisory staff who are competent to adequately supervise the work at hand.

76.2.3 Labour:

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

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

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

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

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

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

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

76.3 Contractor's Equipment

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

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

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

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

76.4 Site REGULATIONS and Safety

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

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

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

76.5 Site Clearance

76.5.1 Site Clearance in Course of Performance

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

76.5.2 Site Clearance after Completion

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

76.5.3 Disposal of Scrap

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

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

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

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

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

76.6 Training

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

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

77. Replacement of Defective Parts and Materials

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

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

78. Indemnity

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

79. Equipment, Tools & Tackles

Contractor shall be solely responsible for making available for executing the Work, all requisite Equipments, Special Aids, Barges, Cranes and the like, all Tools, Tackles and Testing Equipment and Appliances, including imports & insurance of such equipment etc. as required. In case of import of the same the rates applicable for levying of Custom Duty on such Equipment, Tools & Tackles and the duty drawback applicable thereon shall be ascertained by the Contractor from the concerned authorities of Government of India. It shall be clearly understood that Owner shall not in any way be responsible for arranging to obtain Custom Clearance and/ or payment of any duties and/ or duty draw backs, license etc. for such equipment's so imported by the Contractor and the Contractor shall be fully responsible for Goods and Service Tax (GST) and documentation with regard to the same. Bidder in his own interest may contact, for any clarifications in the matter, concerned

agencies/ Dept./ Ministries of Govt. of India. All clarifications so obtained and interpretations thereof shall be solely the responsibility of the Contractor.

[F] CERTIFICATES AND PAYMENTS

80. Schedule of Rates and Payments

80.1 Contractor's Remuneration

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

80.2 Schedule of Rates to be Inclusive

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

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

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

80.4 Schedule of Rates to Cover Royalties, Rents and Claims

The Schedule of Rates (i.e., Contract Value) shall be deemed to include and cover the cost of all Royalties and Fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the Work, also all Royalties, Rents and other payments in connection with obtaining materials of whatsoever kind for the Work and

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shall include an Indemnity to the Owner which the Contractor hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the Work of any such articles, processes or materials, other municipal or local Board Charges, if levied on materials, equipment or machineries to be brought to site for use on Work shall be borne by the Contractor.

80.5 Schedule of Rates to Cover GST/Applicable taxes

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

80.6 Schedule of Rates to Cover Risks of Delay

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

80.7 Schedule of Rates Cannot be altered

- (a) For O&M Contracts, the total O&M Contract Value stands to be fixed inclusive of entire items, Materials, Spares, Consumables, Services and all quoted and unquoted items/ Services in the Bill of Quantity (BOQ) of the Tender/ Contract. Contract Value of such Contracts comprises of all the related costs required for successful execution of the work. The final payment outlay or total cost of the project will be limited to the total value of the O & M Contract. Any kind of variations related to Total O&M Contract Value shall be to Contractor's account. The payment will be made according to the Work carried out, for which purpose an item wise, or work wise Schedule of Rates shall be furnished, suitable for evaluating the value of Work done and preparing running account bill.
- (b) If applicable, For Item Rate Contracts, no alteration will be allowed in the Schedule of Rates by reason of works or any part of them being modified, altered, extended, diminished or committed. The Schedule of Rates are fully inclusive of rates which have been fixed by the Contractor and agreed to by the Owner and cannot be altered.

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

81. Procedure for Measurement and Billing

81.1 Billing Procedure

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

- 81.1.1 For O&M Contract, the billing procedure will follow as per the prescribed payment terms as defined in Special Conditions of Contract (SCC).
- 81.1.2 If applicable, For Item Rate Contracts, all measurements shall be recorded in sextuplicate on standard measurement sheets in duly approved formats for scrutiny and passing by

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Owner. Owner shall scrutinize and check the measurements recorded on the sheets and shall certify correctness of the same on the measurement sheets.

81.1.3 Engineer-in-Charge/Project Manager shall pass the bills after carrying out the comprehensive checks in accordance with the terms and conditions of the Contracts, within 21 (Twenty-one) days of submission of the bills along with all necessary enclosures and documents, complete in all respects and send the same to the Owner to effect payment to the Contractor as per the defined payment terms.

81.1.4 Owner shall make all endeavor to make payments of undisputed amount of the bills submitted based on the joint measurements within 30 (Thirty) days from the date of certification by the Engineer-in-Charge/Project Manager. Any disputed claims/amounts will be mutually settled and paid accordingly.

81.1.5 Measurements shall be recorded as per the methods of measurement spelt out in Contract Document.

81.2 Secured Advance on Material

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

81.3 Dispute in Mode of Measurement

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

81.4 Rounding-Off of Amounts

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

82. Lumpsum in Tender

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

83. Running Account Payments to be regarded as Advance

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

The final bill shall be submitted by the Contractor within 01 (One) Month of the date of the final acceptance of the Work; otherwise, the Engineer-in-Charge/Project Manager's

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measurement and of total amount payable for the Work accordingly shall be final and binding on all parties.

84. Notice of Claims for Additional Payments

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

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

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

85 Payment of Contractor's Bill

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

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

86 Receipt for Payment

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

87. Handing Over

After the expiry of the contract period, contractor shall hand over the plant to the SECI in excellent condition. The operator shall demonstrate performance test of all the major & critical equipment to ensure Generation from the Solar Photovoltaic Power Plant. While handing over the plant, contractor shall hand over all technical documents, literature,

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instruction manuals, lists of spare part & tools & tackles. Operator shall also hand over all the relevant record/documents.

On completion of O&M period the contractor shall apply to the Engineer in-charge for the issue of Handing Over Certificate and the same will be issued within 1 months of the Handing Over in all respects, after verifying from the documents & tests and satisfying that the Operation has been completed in accordance with details set out in the control documents & Prudent Utility Practices. .

88. Final Decision and Final Acceptance

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

89. Certificate and Payments on Evidence of Completion

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

90. Deductions from the Contract Price

All costs, damages or expenses which Owner may have paid or incurred, which under the provisions of the Contract, the Contractor is liable/ will be liable, will be claimed by the Owner. All such claims shall be billed by the Owner to the Contractor regularly as and when they fall due. Such claims shall be paid by the Contractor within 15 (Fifteen) days of the receipt of the corresponding bills and if not paid by the Contractor within the said period, the Owner may, then, deduct the amount from any moneys due including Contract Performance Security or becoming due to the Contractor under the Contract or may be recovered by actions of LAW or otherwise, if the Contractor fails to satisfy the Owner of such claims.

[G] TAXES AND INSURANCE

91. Taxes & Duties – Goods & Service Tax

91.1 Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Sub-contractor or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the country where the Site is located.

91.2 The Owner shall bear and pay/reimburse to the Contractor Goods and Services Tax (GST) applicable on: (a) Mandatory Spares to be supplied from within the Owner's country to be incorporated in the Facilities, by the LAW of country where the site is located, (b) local transportation & insurance, other local costs incidental to delivery of plant & equipment including mandatory and (c) Operations & maintenance contract Services. However, all other taxes, duties & levies as may be applicable on goods and services specified in under

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the contract and on the materials used for performing the works shall be to the contractor's account and no separate claim in this regard will be entertained by the Owner. Notwithstanding anything to contrary contained in the Contract, the Contractor's right to payment under the Contract is subject to issuance of valid tax invoice, 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. The Contractor shall issue tax invoices, 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, Contractor shall be liable to pay any penalty/demand raised on Owner due to default by Contractor, and the same shall be recovered/Contractor shall make good the loss. The Contractor shall be responsible for the issuance of e-way bill and other compliances relating to e-way bill as per GST LAW. The Owner will deduct GST at source at the applicable rates in case transactions under the contract are liable to GST deduction at source as per the prevailing provisions of GST LAW.

91.3 If any tax exemptions, reductions, allowances or privileges are available to the Contractor in the country where the Site is located, the Owner shall use its best endeavors to enable the Contractor to benefit from any such tax savings to the maximum allowable extent.

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

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

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

92. Income Tax

As per Indian Income Tax Act & RULES, Owner is required to deduct Income Tax at source from all the payments to be made to Nonresident/ Foreign Contractor. For this purpose, the Contractor shall be required to either furnish (i) the certificate from Indian Tax Authority or (ii) Ruling from "the Authority for Advance Ruling (AAR)" determining the applicable rate of Income tax in India before release of first payment. The Contractor will be required to submit PAN details to the Project Manager before the submission of the first bill. If the Owner orders any spare at a later date a, all applicable additional taxes & duties, if any, not included in the original price shall be to the account of Owner. Notwithstanding anything to contrary contained in the agreement/Purchase Order, Contractor/Supplier's right to payment under the contract/agreement/Purchase Order is subject to issuance of valid tax invoice, payment of applicable GST to the credit of appropriate Government and submission of a valid

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particulars of tax invoice under GST returns in accordance with GST Act. Unless expressly stated otherwise, a common mechanism for reconciliation of input credit mismatch, to be followed by both Owner and Contractor/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 agreement/ contract, penalty / damages shall be recovered in case the Contractor/Supplier makes a default in following the agreed procedure. Contractor/Supplier shall issue tax invoices, 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, Contractor/Supplier shall be liable to pay the amount which may be imposed on Owner due to such default. Contractor/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. Owner will deduct GST at source at the applicable rates in case transactions under the contract are liable to GST deduction at source as per the prevailing provisions of GST LAW.

93. Statutory Variations

93.1 Goods & Service Tax (GST) [applicable for both Centre and state] and other levies [if any] payable by the Contractor under the Contract, or for any other cause, shall be included in the rates/ prices and the total bid-price submitted by the Bidder. Applicable rate of GST shall be indicated in Agreed SOR formats.

93.2 For the purpose of the Contract, it is agreed that the Price as specified in the Schedule of Rates (SOR) is based on the taxes, duties, levies and charges prevailing on seven (7) days prior to the deadline set for bid submission in the country where the Site is located. 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 Contract, which was or will be assessed on the Contractor in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction therefrom, as the case may be, in accordance with the Change in LAWS and REGULATIONS clause hereof. However, these adjustments would be restricted to direct transactions between the Owner and Contractor. These adjustments shall not be applicable on procurement of Bought out items, raw materials, intermediary components and intermediary services etc. by the Contractor.

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

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

94. Insurance

To the extent specified in the Contract Agreement, the Contractor shall at its 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. The identity of the insurers and the form of the policies shall be subject to the approval of the Owner, who should not unreasonably withhold such approval.

94.1 During the O&M period, all insurance related expenses pertaining to man, material, equipment etc., deployed by him for the execution of work shall be borne by the Contractor.

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Further, workmen compensation, fire, third party liability, insurance against theft, Contractor's Equipments, machinery breakdown policy, business interruption insurance, Property damage Insurance & Environmental risk insurance as required during the O&M period of the Plant shall be in the contractor's scope & shall borne by the Contractor.

- 94.2 In case of any loss or damage or pilferage or theft or fire accident or combination of the said incidents etc. under the coverage of insurance, any such incident occurs due to contractor's faults / negligence / non-performance, the Contractor shall lodge the claim as per RULES of insurance, any FIR required to be lodged to local Police Station shall be the responsibility of the Contractor.
- 94.3 The Contractor shall arrange to supply/ rectify/ recover the materials without waiting for settlement of the insurance claim and even if the claim is unsettled for timely completion of the project. The final financial settlement with the insurance company shall rest upon the Contractor.
- 94.4 In case of any delay of the project attributable to the Contractor, the Contractor himself in consultation with Owner shall take the extension of insurance. Any financial implications shall be borne by the Contractor.
- 94.5 The Contractor should arrange for providing insurance coverage to its workmen under Workmen's Compensation Act or similar RULES and Acts as applicable during execution of work for covering risk against any mishap to its workmen. The Contractor shall also undertake a Third-Party Insurance and shall at all times keep Owner indemnified against any Third-Party claims and shall arrange to settle them at the earliest. The Owner will not be liable for any such loss or mishap.
- 94.6 Owner shall be named as co – insured under all insurance policies taken out by the Contractor, except for the workmen compensation, third party liability and Owner's liability insurances. All insurers' rights of subrogation against such co – insured for losses or claims arising out of the performance of the contract shall be waived under such policies.
- 94.7 All the insurance cover taken for the construction and O&M period shall be seamless in nature & preferably taken from the same insurance company.
- 94.8 The insurance is to be suitably taken for the activity/ act which is required to cover all the risks associated to the activity / act. The Contractor shall be responsible to take suitable insurance till the completion of the O&M contract and indemnify the Owner from all associated risks whatsoever.
- 94.9 The Contractor shall be responsible to take suitable insurance(s) and claim management during and till the completion of the O&M contract and indemnify the Owner from all associated risks whatsoever.

Various Types of Insurance to be taken by Contractor during O&M period:

94.10 Employees State Insurance (ESI) Act

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

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third parties or by Central or State Government authority or any political sub- division thereof.

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

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

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

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

94.12 Accident or Injury to Workmen

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

94.13 Comprehensive General Liability Insurance

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

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

c) The policy shall cover third party liability. The third party (liability shall cover the loss/ disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to others materials/ equipment/ properties during O&M period.

The value of third-party liability for compensation for loss of human life or partial/ full disablement shall be of required statutory value but not less than INR 02 (Two) Lakhs per death, INR 1.5 (One and Half) Lakhs per full disablement and INR 1 (One) Lakh per partial

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disablement and shall nevertheless cover such compensation as may be awarded by Court by LAW in India and cover for damage to others equipment/ property as approved by the Purchaser. However, third party risk shall be maximum to INR 10 (Ten) Lakhs for death.

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

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

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

94.14 The Contractor shall also arrange suitable insurance to cover following during the O&M Period:

- a) **Machinery Breakdown:** Electrical & or machinery breakdown of any machinery or other equipment resulting in costly repairs or even replacement of the solar panel.
- b) **Business Interruption:** Cover for period of operational downtime i.e., covering the cash flow of the solar business as a result of an insured peril, for example fire or storm damage, machinery breakdown or equipment failure.
- c) **Property Damage:** The insurance should cover material damage due to external causes such as fire, theft, vandalism, sabotage, hail damage, snow load, lightning strike, overload, operational mistakes, clumsiness, negligence & theft.
- d) **Owners Liability:** Provides cover against the risk of accident from usual workplace risks such as working at height & manual handling during construction & O&M period..
- e) **Environmental Risk Insurance:** Environmental damage coverage indemnifies solar system owners of the risk of either environmental damage done by their development or pre-existing damage on the development site.

94.15 ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY OWNER:

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

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

- 95.1 Contractor shall be responsible for making good to any loss or any damage to structures and properties belonging to the Owner or being executed or procured or being procured by the Owner or of other agencies within in the premises of all the work of the Owner, if such loss or damage is due to fault and/ or the negligence or willful acts or omission of the Contractor, his employees, agents, representatives or Sub-Contractors.
- 95.2 The Contractor shall take sufficient care in moving his plants, equipment and materials from one place to another so that they do not cause any damage to any person or to the property

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of the Owner or any third party including overhead and underground cables and in the event of any damage resulting to the property of the Owner or of a third party during the movement of the aforesaid plant, equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the Owner or ascertained or demanded by the third party shall be borne by the Contractor. Third party liability risk shall be INR 1 (One) Lakh for single accident and limited to INR 10 (Ten) Lakhs.

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

[H] LABOUR LAWS

96. Labour LAWS & Indemnity Bond

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

97. VOID

98. Contractor to Indemnify the Owner

- 98.1 The Contractor shall indemnify the Owner and every member, office and employee of the Owner, also the Engineer-in-Charge/Project Manager and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred to in Clause 95 and elsewhere and all actions,

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proceedings, claims, demands, costs and expenses which may be made against the Owner for or in respect of or arising out of any failure by the Contractor in the performance of his obligations under the Contract Document.

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

98.2 Payment of Claims and Damages

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

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

99. Health and Sanitary Arrangements for Workers

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

[I] APPLICABLE LAWS & SETTLEMENT OF DISPUTES

100. Arbitration

a. Settlement of Dispute

- i. If any dispute or difference or claim occurs between the Owner and the Supplier in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the formation, existence, validity termination or breach, the parties shall seek to resolve any such dispute or difference by mutual consent.

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- ii. If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party in writing of its intention to refer to Arbitration as hereafter provided regarding matter under dispute. No arbitration proceedings will commence unless such notice is given.

b. In Case the Contractor Is A Public Sector Enterprise or A Government Department.

- i. In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Governmental Departments/ Organizations (other than those related to taxation matters), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE (GM)FTS-1835 dated 22-05-2018, 04.07.2018 and 11.07.2018; and DPE-GM-056i0003/2019-FTSA-10937 dated 20.02.2020 and as amended from time to time.

c. In All Other Cases

- i. In all other cases, any dispute submitted by a party to Arbitration shall be heard by an Arbitration Panel composed of three Arbitrators, in accordance with the provisions set forth below.
- ii. The owner and the supplier shall each appoint one Arbitrator, and these two Arbitrators shall jointly appoint a third Arbitrator, who shall chair the Arbitration Panel. If the two Arbitrators do not succeed in appointing a third Arbitrator within Thirty (30) days after the later of the two Arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for third Arbitrator which shall be the President, Institution of Engineers.
- iii. If one party fails to appoint its Arbitrator within thirty (30) days after the other party has named its Arbitrator, the party which has named an Arbitrator may request the Appointing Authority to appoint the second Arbitrator.
- iv. If for any reason an Arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable LAWS and a substitute shall be appointed in the same manner as the original Arbitrator. Such a re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator (s).
- v. Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996 and the RULES made thereunder and for the time being in force.
- vi. The venue or arbitration shall be New Delhi.
- vii. The award of the arbitrator shall be final and binding on the parties to this contract.
- viii. The decision of a majority of the Arbitrators (or of the third Arbitrator chairing the Arbitration Panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.
- ix. The Arbitrator(s) shall give reasoned award.

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- x. Notwithstanding any reference to the Arbitration herein, the parties shall continue to perform their respective obligations under the contract unless they otherwise agree.
- xi. Cost of arbitration shall be equally shared between the Owner and the Supplier.
- xii. The fees payable to the Arbitrator and the manner of payment of the fees shall be such as may be governed by the Fourth Schedule of the Arbitration and Conciliation Act 1996.
- xiii. The Courts in Delhi alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this Contract and any award or awards made by Arbitration Tribunal hereunder shall be filed (if so required) in the concerned Courts in Delhi only.
- xiv. The language of the proceedings will be in English.
- xv. This Arbitration Clause shall continue to survive termination, completion, or closure of the Main contract for 120 days thereafter.

d. Mutual Consultation

If any dispute of any kind whatsoever shall arise between the owner and the supplier in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities, whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute may be settled through Arbitration / other remedies available under the applicable LAWS.

101. Jurisdiction

The Contract shall be governed by and interpreted in accordance with LAWS in force in India. The Courts of Delhi shall have exclusive jurisdiction in all matters arising under the Contract.

[J] SAFETY CODES

102. General

- 102.1 Bidder shall adhere to safe supply practice and guard against hazardous, and unsafe working conditions and shall comply with Safety RULES as set forth herein. Any hazardous material used during O&M or used as part of the plant has to be taken back by the bidder for recycling or dumping purpose after its operating life, so that it may not affect the environment or any living being. Bidders shall fully comply with all environmental LAWS for the time being in force including REGULATIONS issued by the State Pollution Control Board and the Notifications issued under the Environment (Protection) Act, 1986 from time to time, Hazardous Waste Management RULES in force from time to time.

103. Safety REGULATIONS

- i) In respect of all labour, directly or indirectly employed in the Work for the performance of Contractor's part of this agreement, the Contractor shall at his own expense arrange for all

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the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable.

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

104. First Aid and Industrial Injuries

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

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

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

105. General RULES

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

106. Contractor's Barricades

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

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

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

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

107. Working at Height

i) Scaffolding or staging more than 4 meters above the ground or floor, swing suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise retarded at least one meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

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

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

iv) While working at site for Operation and maintenance works, manpower should be deployed with appropriate protection Equipments, such as insulating gloves, fall arrestor etc.

108. VOID

109. Demolition/ General Safety

109.1 i) Before any demolition work is commenced and also during the progress of the demolition work

a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.

b) No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.

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

ii) All necessary personal safety equipment as considered adequate should be kept available for the use of the persons employed on the Site and maintained in condition suitable for immediate use, and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.

a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.

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

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

d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

e) When workers are employed in sewers and manholes, which are in use, the CONTRACTOR shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or board to prevent accident to the public.

f) The CONTRACTOR shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of

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18 years are employed on the work of lead painting, the following precautions should be taken.

- 1) No paint containing lead or lead product shall be used except in the form of paste or readymade paint.
- 2) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
- 3) Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash them during and on cessation of work.

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

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

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

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

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

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

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

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

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

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

viii) To ensure effective enforcement of the RULES and REGULATIONS relating to safety precautions, the arrangements made by the Contractor shall be open to inspection by the Engineer-in-Charge/Project Manager or safety Engineer of the Owner.

ix) Notwithstanding the above clauses there is nothing in these to exempt the Contractor for the operations of any other Act or RULES in force in the Republic of India. The work throughout including any temporary works shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpath at the site or in the vicinity thereto or any existing works whether the property of the Administration or of a third party.

In addition to the above, the Contractor shall abide by the safety code provision as per C.P.W.D. Safety code and Indian Standard Safety Code from time to time.

110. Care in Handling Inflammable Gas

The Contractor has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinder/ inflammable liquids/ paints etc. as required under the LAW and/ or as advised by the fire Authorities of the Owner or Administration.

111. Temporary Combustible Structures

Temporary combustible structures will not be built near or around work site.

112. Precautions against Fire

The Contractor will have to provide portable Fire Extinguishers, Fire Buckets and drums at worksite as per specifications & standards. They will have to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders/ inflammable liquid/ paints etc. as advised by Engineer-in-Charge/Project Manager. Temporary combustible structure will not be built near or around the work-site.

113. Explosives

Explosives shall not be stored or used on the Work or on the Site by the Contractor without the permission of the Engineer-in-Charge/Project Manager in writing and then only in the manner and to the extent to which such permission is given. When explosives are required for the Work they will be stored in a special magazine to be provided at the cost of the Contractor in accordance with the Explosives RULES. The Contractor shall obtain the necessary license for the storage and the use of explosives and all operations in which or for which explosives are employed shall be at sole risk and responsibility of the Contractor and the Contractor shall indemnify the Owner against any loss or damage resulting directly or indirectly therefrom. Only licensed persons shall be engaged for handling and working with explosives.

114. Preservation of Place

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The Contractor shall take requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by or amongst his worker and others employed or the works and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the Work. In the event of the Owner requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the Contractor and if paid by the Owner shall be recoverable from the Contractor.

115. Outbreak of Infectious Diseases

The Contractor shall remove from his camp such labour and their facilities who refuse protective inoculation and vaccination when called upon to do. Should Cholera, Plague or other infectious diseases break out the Contractor shall burn the huts, beddings, clothes and other belongings or used by the infected parties and promptly erect new huts on healthy sites as failing which the work may be done by the Owner and the cost thereof recovered from the Contractor.

116. Use of Intoxicants

The unauthorized sale of spirits or other intoxicants, beverages upon the work in any of the buildings, encampments or tenements owned, occupied by or within the control of the Contractor or any of his employee is forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

In addition to the above, the Contractor shall abide by the safety code provision as per C.P.W.D. safety code, Indian Standard Code & OHSAS 18001 framed from time to time.



SECTION - V

SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Wherever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding Clause number(s) of the GCC is/ are indicated in parentheses.

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
1	Definitions (GCC clause 1)	<p>The Owner is:</p> <p>Solar Energy Corporation of India Limited, 6th Floor, Plate – B, NBCC Office Block Tower – 2, East Kidwai Nagar, New Delhi - 110 023</p> <p>Kind Attn.: Additional General Manager (C & P) / Sr. Manager (C & P) / Sr. Engineer (C&P) Telephone Nos.: - 0091-(0)11-24666200/ 24666231/24666252 Fax No.: - 0091-(0)11-24666200 E-mail: - contracts@seci.co.in</p>
2		<p>The Engineer-in-Charge:</p> <p>“Shall be intimated to the successful bidder”</p>
3		<p>The Time Period for Operations & Maintenance contract including Insurance of 10 MW Grid Connected Ground Mounted Solar PV Project with all other associated equipment/Spares as per this tender document in total shall be 05 (Five) Years from the Date of the Award i.e., NOA/LOA/VO/LOI.</p>

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
4	Location of Site (GCC clause 2.1.a)	<p>Replace existing clause regarding location of the site with following:</p> <p><u>Land:</u></p> <p>a. The proposed Operations & Maintenance contract including Insurance for 05 (Five) Years of 10 MW Ground Mounted Solar Power Project is at Badi Sid, Village Bap, Dist. Jodhpur, Rajasthan.</p> <p>b. Prospective Bidders are advised to carefully read the Tender documents along with Annexures, understand them in the proper perspective and then fill the Technical Bid Format, Commercial Bid Format and Price Bid Format (SOR).</p>

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5.	Liquidated Damages (GCC clause 20)	<p>20.1 The contractor shall maintain the annual guaranteed CUF as given at Annexure 02 of the SOW. During the demonstration of yearly CUF, in case the actual CUF is lower than annual guaranteed CUF, penalty as defined below will be charged on the differential CUF from the guaranteed CUF.</p> <p>Annual Actual CUF (CUFa) shall be calculated after netting off the Auxiliary consumption and Grid outages as certified by the DISCOM and other outages not attributable to the O&M Contractor, if any, as certified by the owner</p> <p>Generation shortfall (Gs) in kWh: $(CUF_g - CUF_a) \times (8760 \times Pac \times [1 - DF(N-1)])$</p> <p>Where,</p> <p>$CUF_g$ = Guaranteed CUF i.e. 21%</p> <p>CUF_a = Actual CUF to be estimated as per Annexure -2 of SoW</p> <p>8760 = refers to the number of hours in non-leap year. It shall be replaced by 8784 hours during leap year.</p> <p>Pac = is the plant AC capacity</p> <p>DF = is module degradation factor, 0.75% per year</p> <p>N = is the number of years of operation after operational acceptance of the Plant</p> <p>(Plant operation acceptance was issued on 31/03/2018.)</p> <p>Penalty (S) for shortfall in CUF shall be calculated as follows:</p> <p>i.) S_1 = Generation Shortfall in kWh x 10% of PPA tariff in Rs./kWh</p> <p><i>provided the annual generation for the contract year does not fall below 15 mu or 85% of guaranteed CUF, whichever is lower.</i></p> <p>ii.) S_2 = Generation Shortfall in kWh x 25% of PPA tariff in Rs./kWh</p> <p><i>provided the annual generation for the contract year is more than 10.6 mu and below 15 mu or 85% of guaranteed CUF, whichever is lower.</i></p>
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		<p>iii.) S_2 = Generation Shortfall in kWh x 100% of PPA tariff in Rs./kWh</p> <p><i>provided the annual generation for the contract year is less than 10.6 mu</i></p> <p>Thus, total penalty will be at the end of the contract year will be calculated as</p> $S_{total} = S_1 + S_2 + S_3$ <p>The applicable PPA tariff = Rs. 7.04/kWh.</p> <p>The penalty so calculated shall be recovered from the running O&M bills and the bank guarantees submitted.</p> <p>In case in any two consecutive contractual years, the annual generated units falls short of 10.6 million kWh (mu) per year, the Owner shall have the complete rights to terminate the contract and encash the Bank Guarantee provided by the O&M Contractor.</p> <p>The above penalties are in addition to the charges to be paid by the O&M Contractor under the Deviation Settlement Mechanism as levied by the State LDC.</p> <p>The CUF shall be calculated as per the formula mentioned Annexure 2, Scope of Work and Technical Specifications.</p> <p>20.2 During O&M contract, the Plant performance will be evaluated based on annual Capacity Utilization Factor</p> <p>20.3 In case the Project fails to generate any power continuously for 1 month any time during the O&M period, apart from the force majeure and grid outages as certified by competent authority, it shall be considered as “an event of Contractor's default”. In the case of default, the entire Contract Performance Security will be forfeited & the Owner may terminate the O&M contract.</p> <p>20.4 Liquidated damages during O&M period against breakdown of other Infrastructure of Plant which doesn't affect the generation of power, directly such as but not limited to civil infrastructure, water supply system/network, other Infrastructure maintained by the Contractor as a Scope of Work for the Project (Section-VII: Scope of Works & Technical Specifications) shall be penalized @ Rs.1000/day, per incident of breakdown reported beyond 07 Days of such reporting. Cumulative value of all such LDs shall be limited to 10% of yearly O&M cost.</p> <p>20.5 Breakdown / Corrective maintenance:</p> <p>Whenever a fault has occurred, the Contractor has to attend to rectify the fault. The fault which are attributable to the contractor must be rectified within 24 hrs time from the time of occurrence of fault, failing which the Contractor will be liable for penalties as mentioned in CI 20.1 and 20.3.</p>
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		<p>However, if the fault occurred due to the reasons not attributable to the contractor, the contractor must inform SECI immediately about the occurrence of fault and provide full support to SECI or its representative for rectification of the fault. Contractor shall also prepare RCA reports for faults and submit to SECI.</p>
6.	<p>Contract Performance Security (GCC clause 24)</p>	<p>Within 30 (Thirty) days from the issuance of the Notification of Award/ Letter of Intent/Letter of Award, the successful bidder shall furnish unconditional and irrevocable individual Bank Guarantee (including e - Bank Guarantee) issued by any Nationalized Banks in the manner as mentioned below.</p> <p>The Contract Performance Security shall be in the form of Bank Guarantee (including e - Bank Guarantee) only and shall be in the currency of the Contract and will be issued in the name of the Owner as “Solar Energy Corporation of India Limited, New Delhi”</p> <p>The Contract Performance Security against this Contract need to be furnished in as mentioned below: -</p> <ol style="list-style-type: none"> 1. The value of the Contract Performance Security shall be 3% (Three) of the Contract Value (i.e., O&M Contract). This Performance security will be valid for a total period of 63 months <i>[60 (Sixty) months of O&M and 03 (Three) additional Months]</i> from the date of its issuance. Envisaging the difficulty in obtaining the longer tenure of CPS in the form of BG, the successful bidder can submit Contract Performance Security in the form of Bank Guarantee (including e - Bank Guarantee) with initial validity period of 36 Months and the same may be extended for the balance period or further 36 months, within 60 days of expiry of the original CPS. 2. The Contract Performance Security shall be towards faithful performance of the contractual obligations and performance of equipment. 3. Bank Guarantee (including e - Bank Guarantee) towards Contract Performance Security shall be from any scheduled bank as specified in the List of Banks enclosed at Form F-12 Section - VI, Sample Forms and Formats of Tender documents or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder. <p>However, in exceptional situations which warrant for the Bank Guarantee (including e - Bank Guarantee)s from Banks other than the Nationalized Indian banks or list of banks, the Bank must be a commercial Bank having net worth in excess of INR 500 Crores and a declaration to this effect should be made by</p>

		<p>such commercial bank either in the Bank Guarantee (including e - Bank Guarantee) itself or separately on its letterhead.</p> <p>4. In case of default or failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the cancellation of the award and forfeiture of the EMD, if applicable.</p> <p>5. The Contract Performance Security has to cover the entire contract value including extra supplies/ services also. As long as the Contract Performance Security submitted at the time of award takes care of the extra supplies/ services executed and total executed value are within the awarded contract price, there is no need for additional Contract Performance Security. As soon as the total executed value exceeds the ceiling of awarded contract price by more than 0.5%, the Supplier shall furnish additional Contract Performance Security on proportionate basis of the percentage as defined in the Special Conditions of Contract (SCC) for the additional amount in excess to the original contract value.</p> <p>6. Further, any delay beyond 30 (Thirty) days shall attract delay charges @ 1.25% per month on the total Contract Performance Security amount, calculated on pro-rata basis accordingly. However, total project completion period shall remain same. Part Security shall not be accepted. Further, Owner at its sole discretion may cancel the Contract Agreement/ NOA & forfeit 100% of EMD, if applicable inclusive of GST, in case Contract Performance Security is not submitted within 45 (Forty-Five) days from issuance of NOA/LOA/WO/LOI.</p> <p>7. If the Supplier/ Sub-Supplier or their employees or the Supplier's agents and representatives shall damage, break, deface or destroy any property belonging to the Owner or others during the execution of the Contract, the same shall be made good by the Supplier at his own expenses and in default thereof, the Engineer-in-Charge may cause the same to be made good by other agencies and recover expenses from the Supplier (for which the certificate of the Engineer-in-Charge shall be final).</p> <p>8. All compensation or other sums of money payable by the Supplier to the Owner under terms of this Contract may be deducted from or paid by the encashment of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the Supplier by the Owner of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the Supplier shall within 10 (Ten) days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realized by encashment of his Contract Performance Security, or any part</p>
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		<p>thereof. No interest shall be payable by the Owner for sum deposited as Contract Performance Security.</p> <p>9. Contract Performance Security submitted shall be released to the Contractor without any interest not later than 75 (Seventy-Five) days after the successful completion of the entire supply subject to the approval and acceptance of the quality checks and deliverables.</p> <p>10. Payment on Order Instrument (POI) against PBG:</p> <p>i. As an alternative to submission of PBG as above, the Contractor also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by SECI within the provisions of tender. This instrument would have to be furnished as per Format 17 of the tender document, within the timelines, for the amount and validity period as per clause above. In case the successful supplier chooses to submit POI, delay in submission of the POI beyond the timeline stipulated above, will be applicable in this case too.</p> <p>ii. The term "Performance Bank Guarantee (PBG) including e – Bank Guarantee" occurring in the entire tender document shall be read as "Performance Bank Guarantee (PBG) including e – Bank Guarantee"/Payment on Order Instrument (POI).</p>
9.	<p>Training (GCC clause 76.6)</p>	<p><u>Add following to the existing clause:</u></p> <p>The contractor shall arrange training to the personnel of SECI/Nominated person of SECI for safety and reliable plant operation and maintenance practices on annual basis.</p> <p>Training records shall be shared to SECI by the contractor.</p>
10.	<p>Schedule of Rates & Payments (GCC clause 80.1)</p>	<p><u>Add following to the existing clause:</u></p> <p>All payment shall be made against invoices raised in line with the approved billing break up under Operations & maintenance contract. Following general payment terms will be followed:</p> <p>A. Operation and Maintenance of the entire Project payment will be released on quarterly basis at the end of every quarter for each year till 05 (Five) years.</p> <p>i) Year 1 : OM -1</p>

		<p>(ii) Year 2 : OM -2 (iii) Year 3 : OM -3 (iv) Year 4 : OM -4 (v) Year 5 : OM -5</p> <p>In case of any default, Non-Performance or breach of contractual conditions of the O&M contract during the O&M period, the penalties/deductions, if applicable will be liable to be deducted from the Quarterly O&M payments first & then from the Contract Performance Security.</p>
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Preamble

This Section (Section - VI) of the Bidding Documents [named as Sample Forms and Procedures (FP)] provides proforma to be used by the bidders at the time of their bid preparation and by the Contractor subsequent to the award of Contract.

The Bidder shall complete, sign and submit with its bid the relevant FORMS to be used unamended, in accordance with the requirements included in the Bidding Documents.

The Bidder shall provide the EMD, if applicable in the form included hereafter acceptable to the Owner, pursuant to the provisions in the instructions to Bidders.

The Performance Security (ies) and Bank Guarantee for Advance Payment forms should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide the Performance Security(ies) and Bank Guarantee for Advance Payment, according to one of the forms indicated herein acceptable to the Owner and pursuant to the provisions of the General and Special Conditions of Contract, respectively.

Depending on specific facts and circumstances related to the Bid/ Tender and the contract, the text of the Forms herein may need to be modified to some extent. The Owner reserves the right to make such modifications in conformity with such specific facts and circumstances and rectify and consequent discrepancies, if any. However, modifications, if any, to the text of the Forms that may be required in the opinion of the Bidder/ Contractor shall be affected only if the same is approved by the Owner. The Owner's decision in this regard shall be final and binding.

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SECTION - VI

SAMPLE FORMS & FORMATS

LIST OF FORMS & FORMAT

Form No.	Description
F-1	COVERING LETTER
F-2	BIDDER'S GENERAL INFORMATION
F-3	FORMAT FOR INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE REMOVAL / DISPOSAL OF SCRAP/DISPOSAL OF SURPLUS MATERIAL – IF APPLICABLE
F-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT (EMD)"
F-5	INDEMNITY BOND
F-6	NO DEVIATION CONFIRMATION
F-7	DECLARATION REGARDING BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.
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F-15	FORMAT FOR CYBER SECURITY AGREEMENT
F-16	FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY IREDA/REC/PFC (IN LIEU OF EMD)
F-17	FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY IREDA/REC/PFC (IN LIEU OF PBG)

COVERING LETTER

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

Ref.No. _____

Date: _____

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

Tel.#: _____

Fax#: _____

E-mail address# _____

To

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
6th Floor, Plate - B, NBCC Office Block Tower - 2
East Kidwai Nagar, New Delhi - 110 023

Sub: Bid for "Operations & Maintenance contract including Insurance for 05 (Five) Years of 10 MW Ground Mounted Solar Power Project at Badi Sid, Rajasthan"

Dear Sir / Madam,

1. We, the undersigned.... [insert name of the 'Bidder'] having read, examined and understood in detail the tender Document for "Operations & Maintenance contract including Insurance for 05 (Five) Years of 10 MW Ground Mounted Solar Power Project at Badi Sid, Rajasthan" hereby submit our Bid comprising of Techno Commercial Bid and Price Bid. We confirm that neither we nor any of our Parent Company/ Affiliate / Ultimate Parent Company has submitted Bid other than this Bid directly or indirectly in response to the aforesaid tender.

2. We give our unconditional acceptance to the tender, dated..... and tender documents attached thereto, issued by Solar Energy Corporation of India Limited, as amended. As a token of our acceptance to the tender documents, the same have been initialled by us and enclosed to the Bid. We shall ensure that we execute such tender documents as per the provisions of the tender and provisions of such tender documents shall be binding on us.

3. Bid Capacity

We have bid for the Operations & Maintenance contract including Insurance of Existing capacity of 10 MW (AC) Grid Connected Ground Mounted Solar PV Project.

4. Bid Processing Fees

O&M of 10 MW Grid Connected Ground Mounted Solar PV Project	<u>Tender No.</u> SECI/C&P/OP/14/004/2022-23	<u>Tender</u> Page 143 of 184	<u>Signature of Bidder</u>
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We have enclosed a Bid Processing Fees of INR..... (*Insert Amount*), in the form of Demand Draft/ Banker's Cheque no..... (*Insert reference of the DD/ Banker's Cheque*) dated..... (*Insert date of DD/ banker's cheque*) from (*Insert name of Bank providing DD/ banker's cheque*) and valid up to and including in terms of Clause of this tender.

5. Earnest Money Deposit

We have enclosed an Earnest Money Deposit of INR..... (*Insert Amount*), in the form of bank guarantee no..... (*Insert reference of the bank guarantee*) dated..... (*Insert date of bank guarantee*) as per Format F-4 from (*Insert name of Bank providing BG*) and valid up to and including in terms of Clause of this tender.

6. We have submitted our Price Bid strictly as per this tender, without any deviations, conditions and without mentioning any assumptions or notes for the Price Bid in the said format(s).

7. In case we are a Successful Bidder, we shall furnish a declaration at the time of award of the Project to the effect that neither we have availed nor we shall avail in future any Incentive other than received from SECI for implementation of the project.

8. Acceptance

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

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

9. Familiarity with Relevant Indian LAWS & REGULATIONS

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

10. Contact Person

Details of the contact person are furnished as under:

Name :

Designation :

Company :

Address :

Phone Nos. :

Fax Nos. :

O&M of 10 MW Grid Connected Ground Mounted Solar PV Project	<u>Tender No.</u> SECI/C&P/OP/14/004/2022-23	<u>Tender</u> Page 144 of 184	<u>Signature of Bidder</u>
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E-mail address :

11. We are enclosing herewith the Envelope-I (Covering Letter, Processing Fees, EMD (If applicable), Bid Securing Declaration etc through Offline and Online, Techno-Commercial documents through online as per clause no. 11.1 of Section - II, ITB) and Envelope II (Price Bids) (through online) containing duly signed formats, each one duly sealed separately, in one original as desired by you in the tender for your consideration as per clause no. 11.0 of Section - II, ITB.

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

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

Thanking you,

We remain,

Yours faithfully,

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

Form F-2

BIDDER'S GENERAL INFORMATION

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

Sr. No.	Description	Remarks
1	Name of the Bidder	
2	Status of the Firm	
3	Mailing Address of Registered Office	
4	Mailing Address of Operation Office	
5	E-mail	
6	Web site	
7	Authorized Contact Person(s) with Name, Designation, Address and Mobile Phone No., E-mail address / Fax No. to whom all references shall be made	
8	Year of Incorporation	
9	Number of Years in Operation	
10	ISO Certification Yes/No	
11	Name of the Banker	
12	Branch Details of Bank	
13	Type of Account with Account Number	
14	IFSC Code	
15	Permanent Account Number (PAN) of the Bidder	(Copy of PAN Card to be enclosed)
16	Whether the Vendor is registered/ Likely to be registered under GST	Yes or No : If Yes, then customer will be treated as registered customer & he will have to provide further details as stated on the below left hand side
17	GST ID (Proof to be submitted – GST No acknowledgement OR Email from GoI)	
18	GSTN Address	

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

(Signature of Authorized Signatory)

With Stamp

Form F-3**Indemnity Bond to be executed by The Contractor for The Removal / Disposal of
Scrap/Disposal of Surplus Material**

(TO BE EXECUTED ON STAMP PAPER OF APPROPRIATE VALUE)

INDEMNITY BOND

This INDEMNITY BOND executed this day of 20..... by(Name of Company)....., a Company registered under the Companies Act, 1956/2013 Concern and having its registered office(s) at(Office Address)....., hereinafter called the Indemnifier(s)/ Contractor(s) (which expression shall, unless excluded by or repugnant to the context, be deemed to mean and include its successors, administrators and executors).

IN FAVOUR OF

M/s , having its registered office at.....(hereinafter referred to as “.....”)

1. M/s..... has awarded the Contractor(s), contract for execution of work (“Scope of Work”) as mentioned in the NOA/contract agreement no..... dated , entered into between M/s and Contractor(s), relating to(Name & Address of Project/Station)..... (hereinafter called ‘the Project’).

2. The Indemnifier(s) for the purpose of execution of its Scope of Work had from time to time procured and stored(Details of Material)..... at the Project Site.

3. After completion of the Scope of Work by Indemnifier(s), it has been identified that scrap (Details of Scrap Material & its Quantity).....and/or surplus (Details of Surplus Material & its Quantity)..... belonging to Indemnifier(s) is lying at the said Project Site.

4. Now, the scrap (Details of Scrap Material & its Quantity).....and/or surplus (Details of Surplus Material & its Quantity)..... belonging to the Indemnifier(s), requires to be removed by Indemnifier(s) from the Project Site.

NOW THEREFORE THIS INDEMNITY BOND WITNESSETH AS UNDER:

1. That Indemnifier(s) by way of this indemnity requests M/s..... to issue approval in favour of Indemnifier(s) for removal of scrap(Details of Scrap Material & its Quantity).....and/or surplus(Details of Surplus Material & its Quantity)..... belonging to Indemnifier(s), from the project.

2. That the Indemnifier(s) shall ensure clearing of its scrap (Details of Scrap Material & its Quantity).....and/or surplus (Details of Surplus Material & its Quantity)..... by itself, as aforesaid.

3. That Indemnifier(s) in consideration of the premises above, for itself and its respective, executors, administrators and assigns, jointly and severally agree and undertake from time to time and at all times hereafter to indemnify M/s..... and keep M/s..... indemnified from and against all claims, demands, actions, liabilities and expenses which may be made or taken against or incurred by M/s..... by reason of the issue of necessary approval by M/s..... and permitting Indemnifier(s) to remove scrap(Details of Scrap Material & its Quantity).....and/or surplus(Details of Surplus Material & its Quantity)..... belonging to Indemnifier(s), from the project.

4. That Indemnifier(s) undertakes to indemnify and keep M/s..... harmless from any act of omission or negligence on the part of the Contractor in following the statutory requirements with regard to removal/disposal of scrap and surplus belonging to Indemnifier(s), from the Project Site aforesaid, by the Indemnifier(s). Further, in case the LAWS require M/s..... to take prior permission of the relevant Authorities before handing over the scrap and/or surplus to the Indemnifier, the same shall be obtained by the Indemnifier on behalf of M/s.....

IN WITNESS WHEREOF, the Indemnifier(s), through its authorized representative, has executed these presents on the Day, Month and Year first mentioned above at

.....(Name of the Place).....

Witness:

Indemnifier

1.

2.

(Authorised Signatory)

Form F-4

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

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

Ref. _____

Bank Guarantee No. _____

Date: _____

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

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

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

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

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

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

O&M of 10 MW Grid Connected Ground Mounted Solar PV Project	<u>Tender No.</u> SECI/C&P/OP/14/004/2022-23	<u>Tender</u> Page 150 of 184	<u>Signature of Bidder</u>
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The Guarantor Bank shall not require SECI to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder.

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

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

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

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

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

Signature _____

Name _____

Power of Attorney No. _____

For

_____ [Insert Name of the Bank] _____

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Bank Contact Details & E Mail ID is to be provided

O&M of 10 MW Grid Connected Ground Mounted Solar PV Project	<u>Tender No.</u> SECI/C&P/OP/14/004/2022-23	<u>Tender</u> Page 151 of 184	<u>Signature of Bidder</u>
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Form F-5

(TO BE EXECUTED ON STAMP PAPER OF APPROPRIATE VALUE)

INDEMNITY BOND

THIS INDEMNITY BOND IS made this..... day of 20..... by **M/s.**, a Company registered under the Companies Act, 1956/ having its Registered Office at(hereinafter called as "Contractor" or "Obligor" which expression shall include its successors) in favour of M/s, a Company incorporated under the Companies Act, 1956/2013 having its Registered Office at and their authorised representatives/Owner i.e., Solar Energy Corporation of India Limited (SECI) and its Project athereinafter called "....." which expression shall include its successors and assigns) :

WHEREAS/ SECI has awarded to the Contractor a Contract vide its NOA NoDated & Contract Agreement No.....dated.....executed on (hereinafter called the "Contract").

NOW, THEREFORE, this Indemnify Bond witnesseth as follows:

1. That in consideration of O&M of 10 MW Grid Connected Ground Mounted Solar Photo Voltaic Plant as mentioned in the Contract, total valued at Rs. (Rupees only), valued as a summation of the referred contracts and handed over to the Contractor for the purpose of Performance of the Contract (s), the Contractor hereby undertakes to indemnify and shall keep M/s..... and their authorized representatives/Owner i.e., SECI, indemnified, for the full value of the Grid Connected Ground Mounted Solar Photo Voltaic Plant during the tenure of this contract or its extension if agreed to.
2. Contractor confirm that they are aware of all the contractual obligations regarding payment to all personnel and labours including that of the sub – vendors & sub –contractors of Contractor, involved in this project., as well as various contractual, statutory and non – statutory

O&M of 10 MW Grid Connected Ground Mounted Solar PV Project	<u>Tender No.</u> SECI/C&P/OP/14/004/2022-23	<u>Tender</u> Page 152 of 184	<u>Signature of Bidder</u>
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obligations as per legal requirements and have complied with the obligations to the best of information and knowledge.

3. Contractor also confirms, that they are in compliance of all the provisions and requirements, including but not limited to, the following acts/ LAWS/ provisions and other applicable statutory and non-statutory REGULATIONS:
- a. Contract Labor (Regulation & Abolition) Act 1970
 - b. Wages Act 1936
 - c. Minimum Wages Act 1948
 - d. Owner's Liability Act 1938
 - e. Workmen's Compensation Act 1923
 - f. Industrial Dispute Act 1947
 - g. Maturity Benefit Act 1961
 - h. Mines Act 1952
 - i. Employees State Insurance Act 1948.
4. Contractor, hereby confirm, that in the event any contractual or statutory obligation is found to be deficient in compliance or found non-complied, Contractor will indemnify M/s...../ SECI and take necessary actions to comply with the same within the permissible time period.
5. Contractor also confirm, should there be any charges or penalty, of any kind imposed on M/s.... or its authorized representatives i.e., SECI, for non-compliance of legal or statutory requirements by Contractor during its tenure of the contract, Contractor agrees to indemnify M/s..... and SECI against all damages, libel or suit, in full for the same on raising such a demand by M/s...../ SECI and promises to pay the same within 30 days.
6. We do further undertake that this above stated warranty is inclusive of materials and labour.
7. That the Contractor is obliged and shall remain absolutely responsible for the safe O&M/ protection and custody of the Grid Connected Ground Mounted Solar Photo Voltaic Project against all risks whatsoever till completion of O&M Contract in accordance with the terms of the Contract. The Contractor undertakes to keep M/s..... and SECI harmless against any

O&M of 10 MW Grid Connected Ground Mounted Solar PV Project	<u>Tender No.</u> SECI/C&P/OP/14/004/2022-23	<u>Tender</u> Page 153 of 184	<u>Signature of Bidder</u>
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loss or damage that may be caused to the Grid Connected Ground Mounted Solar Photo Voltaic Plant.

IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorised representative under the common seal of the Company, the day, month and year first above mentioned

For Jakson Engineers Limited

(_____)

Designation: Director

Name:

Date:

(Authorized Representative of JEL)

O&M of 10 MW Grid Connected Ground Mounted Solar PV Project	<u>Tender No.</u> SECI/C&P/OP/14/004/2022-23	<u>Tender</u> Page 154 of 184	<u>Signature of Bidder</u>
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Form F-6**NO DEVIATION CONFIRMATION**
(To be submitted on the Letter Head of the Bidding Company)Ref.No. _____

Date:

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

Tel. #:

Fax #:

E-mail address#

To

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
6th Floor, Plate - B, NBCC Office Block Tower - 2
East Kidwai Nagar, New Delhi - 110 023

Sub: Bid for the "Operations & Maintenance contract including Insurance for 05 (Five) Years of 10 MW Ground Mounted Solar Power Project at Badi Sid, Rajasthan".

Dear Sir / Madam,

We understand that any 'deviation/ exception' in any form may result in rejection of bid. We, therefore, certify that we have not taken any 'exception/ deviation' anywhere in the bid and we agree that if any 'deviation/ exception' is mentioned or noticed, our bid may be rejected.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**O&M of 10 MW Grid Connected
Ground Mounted Solar PV
Project**

Tender No.
SECI/C&P/OP/14/004/2022-23

Tender
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Signature of Bidder

Form F-7**DECLARATION REGARDING BANNING, LIQUIDATION,
COURT RECEIVERSHIP ETC.****(To be submitted on the Letter Head of the Bidding Company)**

Ref.No. _____

Date:

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

Tel. #:

Fax #:

E-mail address#

To

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
6th Floor, Plate - B, NBCC Office Block Tower - 2
East Kidwai Nagar, New Delhi - 110 023

Sub: Bid for the "Operations & Maintenance contract including Insurance for 05 (Five) Years of 10 MW Ground Mounted Solar Power Project at Badi Sid, Rajasthan".

Dear Sir / Madam,

We hereby confirm that we are not on Banning List by Owner or Public Sector Project Management Consultant due to "poor performance" or "corrupt and fraudulent practices" or any other reason or banned by Government department/ Public Sector on due date of submission of bid.

Further, we confirm that neither we nor our allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of Owner or the Ministry of New & Renewable Energy.

We also confirm that we are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.

In case it comes to the notice of Owner that we have given wrong declaration in this regard, the

O&M of 10 MW Grid Connected Ground Mounted Solar PV Project	<u>Tender No.</u> SECI/C&P/OP/14/004/2022-23	<u>Tender</u> Page 156 of 184	<u>Signature of Bidder</u>
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same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to Owner by us.

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

Form F-8

**FORMAT FOR PERFORMANCE SECURITY BANK
GAURANTEE**

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

Ref. _____

Bank Guarantee No. _____

Date: _____

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

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

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

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

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

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

O&M of 10 MW Grid Connected Ground Mounted Solar PV Project	<u>Tender No.</u> SECI/C&P/OP/14/004/2022-23	<u>Tender</u> Page 158 of 184	<u>Signature of Bidder</u>
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The Guarantor Bank shall not require SECI to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder.

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

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

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

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

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

Signature _____

Name _____

Power of Attorney No. _____

For

_____ [Insert Name of the Bank] _____

Banker's Stamp and Full Address.

Dated this _____ day of _____, 20____

Bank Contact Details & E Mail ID is to be provide

O&M of 10 MW Grid Connected Ground Mounted Solar PV Project	<u>Tender No.</u> SECI/C&P/OP/14/004/2022-23	<u>Tender</u> Page 159 of 184	<u>Signature of Bidder</u>
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Form F-9

BIDDER'S EXPERIENCE

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

Ref.No. _____

Date: _____

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

Tel.#: _____

Fax#: _____

E-mail address# _____

To

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
6th Floor, Plate - B, NBCC Office Block Tower - 2
East Kidwai Nagar, New Delhi - 110 023

Sub: Bid for "Operations & Maintenance contract including Insurance for 05 (Five) Years of 10 MW Ground Mounted Solar Power Project at Badi Sid, Rajasthan".

Dear Sir / Madam,

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal

O&M of 10 MW Grid Connected Ground Mounted Solar PV Project	<u>Tender No.</u> SECI/C&P/OP/14/004/2022-23	<u>Tender</u> <u>Page 160 of 184</u>	<u>Signature of Bidder</u>
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Form F-10**FORMAT OF CHARTERED ACCOUNTANT CERTIFICATE
FOR FINANCIAL CAPABILITY OF THE BIDDER****(To be submitted on the Letter Head of the Chartered Accountant)**

Ref.No. _____

Date:

To

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
6th Floor, Plate - B, NBCC Office Block Tower - 2
East Kidwai Nagar, New Delhi - 110 023

Sub: Bid for "Operations & Maintenance contract including Insurance for 05 (Five) Years of 10 MW Ground Mounted Solar Power Project at Badi Sid, Rajasthan".

Dear Sir / Madam,

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

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

A. ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1: FY 19-20	
Year 2: FY 20-21	
Year 3: FY 21-22	

And

Net worth (strike out whichever is not applicable) of INR.....Crore computed as per instructions provided in this tender based on unconsolidated audited annual accounts as per last FY.

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B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

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

Yours faithfully

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

Name:

Date:

Place:

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

Name:

Date:

Place:

Notes:

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

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Form F-11**e-BANKING FORMAT****(To be submitted on the Letter Head of the Bidder)**

1. Bidder/ Customer Name :
2. Bidder/ Customer Code :
3. Bidder/ Customer Address :
4. Bidder/ Customer E-mail ID :
5. Particulars of Bank Account
 - a) Name of Bank :
 - b) Name of Branch :
 - c) Branch Code :
 - d) Address :
 - e) Telephone Number :
 - f) Type of Account :
 - g) Account Number :
 - h) RTGS IFSC Code :
 - i) NEFT IFSC Code :
 - j) 9 digit MICR code :

I/ We hereby authorize Solar Energy Corporation of India Limited to release any amount due to me/ us in the bank account as mentioned above. I/ We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the Solar Energy Corporation of India Limited responsible.

(Signature of Vendor/ Customer)

BANK CERTIFICATE

We certify that ----- has an Account no. ----- with us and we confirm that the details given above are correct as per our records.

Bank stamp

Date

(Signature of authorized officer of bank)

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Form F-12

LIST OF BANKS

(For Reference Purpose)

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

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Form F-13

SHAREHOLDING CERTIFICATE

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

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

Yours faithfully

(Signature and Stamp of Authorized Signatory of Bidder)

Name:

Date:

Place:

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

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Form F-14

POWER OF ATTORNEY FOR BIDDING COMPANY

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

Know all men by these presents, We (name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr./Ms. (name & residential address) who is presently employed with us and holding the position of as our true and LAWful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for (insert details of Tender) in response to the Tender No dated issued by Solar Energy Corporation of India Limited (SECI), New Delhi including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the SECI may require us to submit. The aforesaid Attorney is further authorized for making representations to the Solar Energy Corporation of India Limited, New Delhi and providing information/ responses to SECI, New Delhi representing us in all matters before SECI, New Delhi and generally dealing with SECI, New Delhi in all matters in connection with Bid till the completion of the bidding process as per the terms of the above mentioned Tender.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the Tender.

Signed by the within named

..... (Insert the name of the executant company)

through the hand of

Mr.

duly authorized by the Board to issue such Power of Attorney

**Dated this day of
Accepted**

.....
Signature of Attorney
(Name, designation and address of the Attorney)

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Attested

.....
(Signature of the executant)
(Name, designation and address of the executant)

.....
Signature and stamp of Notary of the place of execution

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

WITNESS

1.
(Signature)

Name.....

Designation

2.
(Signature)

Name.....

Designation

Notes:

The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable LAW and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

The person authorized under this Power of Attorney, in the case of the Bidding Company/ Lead Member being a public company, or a private company which is a subsidiary of a public company, in terms of the Companies Act, 1956, with a paid-up share capital of more than Indian Rupees Five Crores, should be the Managing Director/ Whole Time Director/ Manager appointed under section 269 of the Companies Act, 1956. In all other cases the person authorized should be a director duly authorized by a board resolution duly passed by the Company.

Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution/ power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

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Form F-15

To be executed by the successful bidder and shall form part of the Contract Agreement.

This **Non-Disclosure Agreement** ("Agreement") is made effective on this.....("Effective Date")

By and Between,

Solar Energy Corporation of India Limited, which expression includes its successors and assigns) having its Registered Office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, hereinafter referred as Disclosing Party / SECI.

And

.....having its registered office at which expression includes successors and assigns, hereinafter referred as Receiving Party / Contractor.

Both collectively referred to as "Parties" and individually as "Party".

WHEREAS

- A. SECI, Solar Energy Corporation of India Limited (SECI) is a CPSU under the administrative control of the Ministry of New and Renewable Energy (MNRE), set up on 20th Sept, 2011 to facilitate the implementation of JNNSM and achievement of targets set therein. It is the only CPSU dedicated to the solar energy sector. It was originally incorporated as a section-3 (not for profit) company under the Companies Act, 2013. In the present outlook of the RE sector, especially solar energy, SECI has a major role to play in the sector's development. The company is responsible for implementation of a number of schemes of MNRE for large-scale grid-connected projects under JNNSM, solar park scheme and grid-connected solar rooftop scheme along with a host of other specialised schemes. In addition, SECI is also developing its own Solar, Floating & Hybrid innovative RE Projects & is providing consultancy services to various major CPSUs for developing turnkey basis RE Projects. The company also has power trading license and is active in this domain through trading of solar power from projects set up under the schemes being implemented by it.
- B. The Contractor is engaged in
- C. SECI and Contractor are desirous of pursuing a mutually beneficial relationship through the execution of Contract awarded by SECI to the Contractor vide No.... Dated The Contractor agrees that in the course of their association for executing the said Contract Agreement, there may be sharing of confidential information between them. Through this Agreement, both parties define the obligations with respect to the confidential information.
- D. Contractor may receive from the other Party i.e. SECI certain technical, non-technical, financial, business and other proprietary and confidential information in relation to their respective businesses and contract specific tasks.

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- E. Due to various Information Security related risks associated with the execution of the contract, SECI desires to mitigate the perceived risks and seeks to protect its physical and intellectual assets through defined agreements with the Contractor.

NOW THEREFORE, in consideration of the above premises the sufficiency of which is hereby acknowledged, the Contractor agrees as follows:

1. Confidential Information

“Confidential Information” shall mean any and all information disclosed to, or otherwise acquired or identified or observed by the Receiver including its subsidiaries and affiliates, and each of their respective directors, employees, representatives and agents from the Disclosing Party and its affiliated companies, relating to the business of the Disclosing Party, or received from others that the Disclosing Party is obligated to treat as confidential, and other materials and information of a confidential nature whether communicated in writing, orally, electronically, photographically, or recorded in any other form of media, including, but not limited to, all sales and operating information, contractor’s information, employee and other human resource information, existing and potential business and marketing plans and strategies, financial information, cost and pricing information, data media, know-how, designs, specifications, technical configurations, concepts, reports, methods, processes, techniques, operations, devices, , product schematics or drawings, descriptive material, patent and patent applications, trade secrets, trademarks, trade names, specifications, software (source code or object code) and the like, whether or not the foregoing information is patented, tested, reduced to practice, or subject to copyright or any other intellectual property right.

“Confidential Materials” shall mean all tangible materials containing Confidential Information, including without limitation drawings, schematics, written or printed documents, computer disks, tapes, and compact disks (CD), whether machine or user readable.

Notwithstanding the above, all Confidential Information shall be specifically marked as “CONFIDENTIAL” while disclosing the same to the Receiving Party. If the same is orally disclosed then the same to be reduced in writing and marked as “CONFIDENTIAL”. Supplier, sub-contractor and other parties engaged by the Disclosing party shall have the same rights and obligations for the Confidential Information.

2. Obligations of Receiving Party relating to Information Security

Contractor agrees to conform to the following requirements:

- a) All intelligent electronic devices (IEDs), including devices with embedded software, Automation servers Controllers, HMIs and associated network components wherein the data is routable (equipped with Ethernet/optical Ethernet, Serial/Optical Serial) must have capabilities to exceed or meet applicable technical requirements under IEEE-1686:2013 for satisfying IEC/ISO:62443-2-3, IEC/ISO:62443-2-4 and IEC/ISO:62443-3-3 requirements.
- b) Contractor agrees to submit required evidences for conformance to IEC/ISO:15408 for identified network-based systems such as routers, firewalls, SIEMs etc.

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- c) Contractor agrees to provide IT architecture details such as Firmware details, Operating System, databases, middle-ware, application frameworks and related third-party drivers, software component libraries, including usage of virtualization/container technologies, of all devices qualifying under clause (a) above to facilitate vulnerability analysis of the device. SECI reserves the right to undertake appropriate black-box testing of any system, sub-system to independently ascertain vulnerability of the product/solution.
- d) Contractor agrees to enable use of Indian Regional Navigational Satellite Constellation (IRNSS) based Time Synchronization signals through appropriate use of GPS technologies that support PTP (IEEE 1588), if available commercially.
In case the same are not available commercially, Contractor may supply the GPS Clock as per their solution requirement. However, in case SECI supply the Indian Regional Navigational Satellite Constellation (IRNSS) based Time Synchronization signals through appropriate use of GPS technologies that support PTP (IEEE 1588) during this contract period (up to start of the Factory System Test), Contractor shall replace the existing Clock with the SECI supplied timing solution in the Control and Protection system, without any cost implication to SECI.
- e) Contractor commits to ensure, its adherence to secure software development life-cycle processes as per IEC/ISO:24748-1 or a similar standard and commits itself for voluntary disclosure of vulnerabilities in the system. Contractor agrees to develop and provide patches, including those of the third-party software components, for the Contractor disclosed vulnerabilities and also for the vulnerabilities discovered/ reported by any third party organization. The Contractor agrees to ensure supply and installation of patches up to the defectliability period of the system.
- f) For all software, operating system, software patches, version upgrades, firmware images etc authorized by the Contractor to be installed during the Life-Cycle of the project, the Contractor agrees to inform SECI through a digitally signed email, the **SHA-256** checksum of all software components.
- g) The Contractor agrees to provide a list of all equipment and processes where data encryption is used. All required details for Key Management shall be provided to SECI. SECI at its own cost, shall supply requisite digital certificates/keys for installation and configuration of such systems as may be required for securing its interest.
- h) SECI shall provision Notebook PCs as per recommendations of the Contractor, which shall be only authorized device from which access to the network in use by SECI, shall be permitted for any preventive maintenance, update and configuration.
- i) The Contractor agrees to sign an undertaking as per Annexure-A, for its commitment to ensure bug and malware-free software/ software patches/ embedded software/ firmware in systems such as PLC Cards/ Logic Cards/ other microprocessor based intelligent systems. The Contractor agrees to declare with each shipment, whether during initial supply stage or subsequent repairs, diagnostics or upgrades, that it shall be solely responsible for any Criminal and/ or Civil Liabilities arising from failures due to such malware/bug. The Contractor further agrees to send a digitally signed statement by email, detailing SHA-256 checksum of all firmware/software components installed during any field/factory activity.
- j) The Contractor agrees not to access through use of WiFi/ Bluetooth based networking to any

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device anywhere in the controlled network. All Bluetooth/ WiFi devices shall be disabled from associated firmware and Operating System in applicable devices of the controlled network.

- k) The Contractor agrees to submit details of all devices equipped with Serial Ports (RS232C/RS485/USB etc including with Optical interface), Virtual Serial Ports and Serial over Ethernet. Only SECI permitted devices shall be attached to serial ports. The Contractor agrees to provide systems to log details of any serial devices connected during the operation of the equipment.

3. Protection of Confidential Information

a. Use

The Receiving Party understands and acknowledges that the Confidential Information has been developed or obtained by the Disclosing Party by the investment of significant time, effort and expense, and that Confidential Information is a valuable, special and unique asset of the Disclosing Party. Therefore, the Receiving Party agrees to hold in confidence and not to disclose the Confidential Information, to any person or entity without similar obligations agreed between the Receiving Party and such person or entity. The Receiving Party will use the same standard of care it would use to secure and safeguard its own confidential information of similar importance, but in no event less than reasonable care.

b. No copying.

The Receiving Party will not copy or modify any Confidential Information without the prior written consent of the Disclosing Party, except where such copy or modification is required for the purpose of the execution of the contract. Any permitted reproduction of confidential information must contain all confidential or proprietary legends which appear on the original. The Receiving Party shall immediately notify the Disclosing Party in the event of any loss or unauthorized disclosure or use of the confidential information.

c. Permitted disclosures.

The Receiving Party shall permit access to the Disclosing Party's confidential information solely to the Receiving Party's Representatives and contractors who (i) have a need to know such information; and (ii) have signed the specified confidentiality agreement / similar contract conditions in favour of Receiving Party

All staff of Receiving Party (on-roll or outsourced) shall be bound by the terms of this Agreement. The Contractor agrees to individually authorize each of the member of staff assigned with the project, binding them individually with the terms of similar to this Agreement during and also post-employment.

d. Additional obligations.

The Receiving Party shall

- (i) notify the Disclosing Party promptly of any material unauthorized possession, use or knowledge, or attempt thereof, of the Disclosing Party's confidential information by

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- any person or entity which may become known to the Receiving Party;
- (ii) promptly furnish to the Disclosing Party full details of the unauthorized possession, use or knowledge, or attempt thereof;
 - (iii) use reasonable efforts to assist the Disclosing Party in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of confidential information;
 - (iv) use reasonable efforts to cooperate with the Disclosing Party in any litigation and / or investigation against third parties deemed necessary by the Disclosing Party to protect its proprietary rights;
 - (v) promptly use all reasonable efforts to prevent a recurrence of any unauthorized possession, use or knowledge of confidential information;
 - (vi) comply with the directives of authorized agencies of Government of India, through appropriate technical configurations and custom modifications to achieve compliance as sought by them from time to time; and
 - (vii) extend its services as may be required, at least once annually, during the Information Security audits.

e. Unauthorized Disclosure of Information.

If it appears that the Receiving Party has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, the Disclosing Party shall be entitled to an injunction to restrain the Receiving Party from disclosing, in whole or in part, the Confidential Information. The Disclosing Party shall not be prohibited by this provision from pursuing other remedies, subject to suitable notice of the same to Receiving Party and Receiving Party wilfully neglecting such notice or duties under the Agreement after such notice including a claim for losses and damages.

f. Exceptions

The following shall not be considered as Confidential Information:

- (a) Any information that the Receiving Party can show by documentary evidence was in its possession prior to the disclosure to it hereunder; or
 - (b) Any information that comes into the possession of the Receiving Party's Representatives, from another party who is under no obligation to the other to maintain confidentiality of such information; or
 - (c) Any information that becomes generally known other than through the fault of the Receiving Party,
 - (d) Any particular portion of the Confidential Information which was developed by Receiving Party's Representatives independently of and without reference to any Confidential Information or other information that the Disclosing Party has disclosed in confidence to any third party.
 - (e) Information available in the public domain whether in tangible or intangible form.
 - (f) Information that is not proprietary or confidential to the Disclosing Party but an information received from third party not connected to the Project.
 - (g) Information that has not been marked by the Disclosing Party as "Confidential".
- The burden of proving these exceptions to the provisions of this Agreement resides with the Receiving Party.

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4. **Remote Support.** Remote Support shall be permitted only as per SECI ISO27001 Policy and Procedures. Further, remote support will only be permitted from within geographical boundaries of India. SECI reserves the right to only permit the remote support with the presence of SECI's authorized representative at the remote end.
5. **Compelled Disclosure.** In the event that Receiving Party or any of Receiving Party's Representatives is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar incidents) to disclose any of the Confidential Information to the authorities as per mandatory LAW, it is agreed that Receiving Party or Receiving Party's Representatives, as the case may be, will provide Disclosing Party with prompt notice of such request(s) so that Disclosing Party may seek an appropriate protective order or other appropriate remedy and/or waive compliance with the confidentiality provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or Disclosing Party grants a waiver hereunder, Receiving Party or Receiving Party's Representatives may furnish that portion (and only that portion) of the Confidential Information which Receiving Party is legally compelled to disclose and will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded any Confidential Information so furnished.
6. **Information Security Audit.** SECI reserves the right to undertake a second party / third party Information Security Audit at any point as may be required, to ascertain the risk/ vulnerability/ threats and the Contractor agrees to take necessary corrective measures in-situ or within a defined time frame, as the case may be.

7. Term and Termination

This Agreement shall be valid during the contractual period w.e.f. the date of signing of the main contract agreement.

8. Return of Confidential Information.

Upon the written request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all written materials / digital media containing the Confidential Information to the extent possible by the Receiving Party. The Receiving Party shall also deliver to the Disclosing Party written statements signed by the Receiving Party certifying that all materials have been returned within ~~five (5)~~ thirty (30) days of receipt of the request. Any unreturned Confidential Information shall be required to be maintained with similar confidentiality obligation for 10 years or as per applicable LAW, whichever is longer.

9. Remedies.

Receiving Party acknowledges that money damages may be incalculable and an insufficient remedy for any breach of this agreement by Receiving Party and that any such breach may cause Disclosing Party irreparable harm. Accordingly, Receiving Party also agrees that, in the event of any breach or threatened breach of this Agreement, Disclosing Party, in addition to any other remedies at LAW or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

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10. Relationship of Parties

Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership or joint venture.

11. No Grant of Proprietary Rights

The Receiving Party recognizes and agrees that, except as expressly and specifically set forth in this agreement, nothing herein shall be construed as granting any proprietary right, by license, implication, estoppel or otherwise, to any of the Disclosing Party's, confidential information, trade mark, trade name or to any invention or any patent right that has issued or that may issue based on such confidential information. All information disclosed is provided "as is" without any warranties of any kind.

12. Governing LAW

This Agreement shall be governed by and interpreted in accordance with the Indian LAWS without regard to its conflict of LAW principles. In particular, the provisions of Information Technology Act 2000, and RULES framed thereunder shall be applicable. Further the outline of system level requirements shall be in conformance to IS:16335-2015 standard. The applicable Information Security Policy shall be the ISO-27001:2013 policy and procedures of SECI as modified from time to time.

13. Jurisdiction and Venue.

- In connection with any litigation arising hereunder, Parties hereby
- (i) irrevocably and unconditionally submit to the exclusive jurisdiction of courts in Delhi and
 - (ii) Further that disputes if any, shall be dealt with as per the provisions of the dispute settlement clause mentioned in the contract / General Conditions of Contract (GCC).

14. General Provisions.

- (a) This Agreement sets forth the entire understanding of the Parties regarding confidentiality. Any amendments must be in writing and signed by both parties.
- (b) This Agreement is intended to facilitate only the exchange of Confidential Information and is not intended to be, and shall not be construed to create a teaming agreement, joint venture association, partnership, or other business organization or agency arrangement and no Party shall have the authority to bind the other without the separate prior written agreement thereof.
- (c) This Agreement contains the entire agreement and understanding between the Parties hereto relating to the subject matter hereof and supersedes all other prior agreements and understandings both written and oral, between the Parties with respect to the subject matter hereof. This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single Agreement between the Parties with the same effect as if all the signatures were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at by their duly authorized representatives as of the date first set forth above.

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Operation & Maintenance contract including Insurance for 05 (Five) Years of 10 MW Ground Mounted Solar Power Project at Badi Sid, Rajasthan

Solar Energy Corporation of India Limited

Signature: _____

Name:

Title

Signature: _____

Name :

Title :

**O&M of 10 MW Grid Connected
Ground Mounted Solar PV
Project**

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Signature of Bidder

Format 16

FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY IREDA/REC/PFC (IN LIEU OF BG TOWARDS EMD)

No.

Date

SECI,

Registered

Reg: M/s _____ (insert name of the Bidder) – Issuance of Payment on Order Instrument for an amount of Rs. _____

Dear Sir,

1. It is to be noted that M/s _____ (insert name of the POI issuing Agency) ('IREDA/REC/PFC') has sanctioned a non-fund based limit loan of Rs. _____ (Rupees _____ only) to M/s _____ under the Loan Agreement executed on _____ to execute Renewable Energy Projects.
2. At the request of M/s _____, on behalf of _____ (insert name of the Bidder), this Payment on Order Instrument (POI) for an amount of Rs. _____ (Rupees _____ (in words)). This Payment on Order Instrument comes into force immediately.
3. In consideration of the _____ [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to tender document for **Operations & Maintenance contract including Insurance for 05 (Five) Years of 10 MW Ground Mounted Solar Power Project at Badi Sid, Rajasthan** in response to the Tender No. _____ dated _____ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the Tender of [Insert the name of the Bidder] as per the terms of the Tender, the _____ [Insert name & address of IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of SECI] forthwith without demur on demand in writing from SECI or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees _____ [Insert EMD amount in line with the tender document], only, on behalf of M/s _____ [Insert name of the Bidder].
4. In consideration of the above facts, IREDA/REC/PFC, having its registered office at _____, agrees to make payment for the sum of Rs. _____ lakhs (in words.....) to SECI on the following conditions: -

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- (a) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of _____ days of receipt of request from SECI within the validity period of this letter as specified herein;
 - (b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against SECI;
 - (c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
 - (d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (SECI and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc;
 - (e) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;
 - (f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by SECI made in any format within the validity period. IREDA/REC/PFC shall not require SECI to justify the invocation of the POI against the Bidder, to make any claim against or any demand against the Bidder or to give any notice to the Bidder;
 - (g) The POI shall be the primary obligation of IREDA/REC/PFC and SECI shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the Bidder;
 - (h) Neither SECI is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against SECI in respect of the payment made under letter of undertaking;
5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid upto _____ and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs. and IREDA/REC/PFC shall in no case, be

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liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.

6. In pursuance of the above, IREDA/REC/PFC and SECI have signed an Umbrella Agreement dated ____ setting out the terms and conditions for issue of letter of undertaking by IREDA/REC/PFC to SECI and the said terms and conditions shall be read as a part of this letter of undertaking issued for the project of the project of PP mentioned above.

Thanking you,
Yours faithfully

For and on behalf of
M/s. _____
(Name of the POI issuing agency).

(_____)
General Manager (TS)

Copy to:-
M/s. __PP _____

_____ As per their request

(_____)
General Manager (TS)

Format 17

FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY IREDA/REC/PFC (IN LIEU OF PBG)

No.

Date

SECI,

Registered

Reg: M/s _____ (insert name of the successful Bidder) (Tender No. _____) (insert project ID issued by SECI) – Issuance of Payment on Order Instrument for an amount of Rs. _____

Dear Sir,

1. It is to be noted that M/s _____ (insert name of the POI issuing Agency) ('IREDA/REC/PFC') has sanctioned a non-fund based limit loan of Rs. _____ (Rupees _____ only) to M/s _____ under the Loan Agreement executed on _____ to execute Renewable Energy Projects.
2. At the request of M/s _____, on behalf of _____ (insert name of the Bidder), this Payment on Order Instrument (POI) for an amount of Rs. _____ (Rupees _____ (in words)). This Payment on Order Instrument comes into force immediately.
3. In consideration of the _____ [Insert name of the successful Bidder] (hereinafter referred to as successful Bidder) submitting the response to tender document for **Operations & Maintenance contract including Insurance for 05 (Five) Years of 10 MW Ground Mounted Solar Power Project at Badi Sid, Rajasthan** with Tender No. _____ dated _____ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the Tender of[insert the name of the successful Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and issuing Letter of Award No _____ to (Insert Name of successful Bidder) as per terms of Tender and the same having been accepted by the selected successful Bidder for execution of work [from successful Bidder, M/s _____]. As per the terms of the Tender, the _____ [insert name & address of IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of the SECI] forthwith on demand in writing from SECI or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s _____ [Insert name of the successful Bidder].

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4. In consideration of the above facts, IREDA/REC/PFC, having its registered office at _____, agrees to make payment for the sum of Rs. _____ lakhs (in words.....) to SECI on the following conditions:-

- (a) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of _____ days of receipt of request from SECI within the validity period of this letter as specified herein;
- (b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against SECI;
- (c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
- (d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (SECI and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc;
- (e) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;
- (f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by SECI made in any format within the validity period. IREDA/REC/PFC shall not require SECI to justify the invocation of the POI against the successful Bidder, to make any claim against or any demand against the successful Bidder or to give any notice to the successful Bidder;

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(g) The POI shall be the primary obligation of IREDA/REC/PFC and SECI shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the successful Bidder;

(h) Neither SECI is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against SECI in respect of the payment made under letter of undertaking;

5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid up to _____ and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs.and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.
6. In pursuance of the above, IREDA/REC/PFC and SECI have signed an Umbrella Agreement dated ____ setting out the terms and conditions for issue of letter of undertaking by IREDA/REC/PFC to SECI and the said terms and conditions shall be read as a part of this letter of undertaking issued for the project of the project of PP mentioned above.

Thanking you,

Yours faithfully
For and on behalf of

M/s. _____
(Name of the POI issuing agency).

()
General Manager (TS)

Copy to:-

M/s. __PP_____

_____ As per their request

()
General Manager (TS)



SECTION - VIII

SCHEDULE OF RATES (SOR)

O&M of 10 MW Grid Connected
Ground Mounted Solar PV
Project

Tender No.
SECI/C&P/OP/14/004/2022-23

Tender
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Signature of Bidder

1. **Bidders are required to quote for the Total O&M Contract Price on Lumpsum basis in cognizance with the Tender Terms & Conditions.**
2. Bidder's quoted prices shall be strictly as per various Formats included under this Section [i.e. Section-VIII, Schedule of Rates (SOR)]. Bidder shall quote Lumpsum (LS) Price in SOR – 1 for the entire scope of work as per the Technical Specifications (TS) as defined under Section-VII.
3. All the Columns of quoted items in the Schedule of Rates including currency must be filled with required information, as applicable.
4. Bidder must quote the price in enclosed SOR formats only. The formats shall not be changed and/ or retyped.
5. Bidder to note that breakup of Lumpsum price is to be provided for assessment of Evaluated Bid Value (EBV), however total price payable under the Contract shall be restricted to the Lumpsum Price/ Contract Price only.
6. The Lumpsum Price for 05 (Five) Years of O&M shall be considered as Total O&M Contract Price which Owner agrees to pay and the Contractor agrees to accept as full compensation for the Contractor's full performance of the Work in accordance with the provisions of the Contract Documents. Contract Price shall not be subjected to any adjustment except in case of Change Order or Statutory Variations in accordance with the provisions of the Contract.
7. The O&M price quoted shall be Lumpsum price on Turnkey basis. Unless the basic parameter changes or additional/ extra requirements are made, total payments to be made to the contractor shall be limited to Lumpsum price indicated, irrespective of the progressive payments made during execution based on the split up of price.
8. Obligation of the Contractor is not limited to the quantities that the Contractor may either indicate in the Schedule of Breakup of Lumpsum Prices along with his bid or in further detailed break of Lumpsum prices furnished along with the bid or after award of work. Contractor shall carry entire scope of work/ supplies as detailed in various sections/ volumes of the Tender Document within the quoted Lumpsum Price (Contract Price).
9. Lumpsum Prices quoted by the Bidder shall include cost of any other supplies/ work(s) not specifically mentioned in the Bidding Document but necessary for the efficient, trouble free operation of the Plant and to make this package job complete. Quoted price are FIRM and fixed till complete execution of the entire order. Also variation on account of Foreign Exchange rate is not to be payable extra.
10. Spares for start-up and mandatory spares required are in Contractor's Scope and deemed included in the quoted Lumpsum Prices.
11. Bidder shall furnish following Forms of Schedule of Rates: -
 - a) SOR - 1 comprises of the yearly Breakup of the O&M price for 05 (Five) years period.

O&M of 10 MW Grid Connected Ground Mounted Solar PV Project	<u>Tender No.</u> SECI/C&P/OP/14/004/2022-23	<u>Tender</u> Page 183 of 184	<u>Signature of Bidder</u>
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- b) Details of Goods & Service Tax (GST) as included in SOR-1
 - c) Prices shall be considered for evaluation as per Evaluation Methodology Specified in Section III ITB of the Tender Document.
12. INR = Indian Rupees
13. Bidder confirms that he has noted the contents of the Preamble to the Schedule of Rates, Schedule of Rate, Bid Document and quoted his Prices accordingly without any deviation.
14. O & M Charges on YoY basis must be equal or in ascending order only.

O&M of 10 MW Grid Connected Ground Mounted Solar PV Project	<u>Tender No.</u> SECI/C&P/OP/14/004/2022-23	<u>Tender</u> Page 184 of 184	<u>Signature of Bidder</u>
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