



Solar Energy Corporation of India Limited

(A Government of India Enterprise)

Solar Energy Corporation of India Limited

(A Government of India Enterprise)

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Tender

For

The Manufacturing, Testing, Packing and Forwarding, Supply and Transportation of 1680 MWp Domestically Manufactured Solar PV Modules with Domestically Manufactured Solar Cells

Tender No. [SECI/C&P/OP/11/0001/2022-23](#)

Dated: 29.06.2022

1680 MWp Module Package	<u>Tender No</u> <u>SECI/C&P/OP/11/0001/2022-23</u>	<u>COVER PAGE</u> Page 1 of 3	<u>Signature of Bidder</u>
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TABLE OF CONTENTS

DESCRIPTION	Page No.
SECTION - I: Invitation for Bids (IFB)	1-11
SECTION - II: Instructions to Bidders (ITB)	1-47
SECTION - III: Bid Data Sheets (BDS)	1-4
Annexure to Bid Data Sheet (BDS): Qualifying Requirements (QR)	1-7
SECTION - IV: General Purchase Conditions (GPC)	1-46
SECTION - V: Special Purchase Conditions (SPC)	1-8
SECTION - VI: Sample Forms & Formats	1-50
SECTION - VII: Scope of Work & Technical Specifications	1-17
SECTION - VIII: Schedule of Rates (SOR)/ Price Schedule (PS)/ Format for Price Bid	1-2

DISCLAIMER

1. Though adequate care has been taken while preparing the tender document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given to the office of Owner immediately. If no intimation is received from any bidder within **10 (Ten) days from the date of issuance of Tender documents**, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s). Further, no intimation regarding discrepancy shall be accepted thereafter.
2. Solar Energy Corporation of India Ltd (SECI) reserves the right to modify, amend or supplement this document.
3. While this tender document has been prepared in good faith, neither SECI nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any Law, Statute, Rules or Regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.
4. All rights reserved. No part of this document may be reproduced, distributed, or transmitted in any form or by any means, including photocopying, recording, or other electronic or mechanical methods, without the prior written permission of SECI, except in the case of brief quotations embodied in critical reviews and certain other non-commercial uses permitted by copyright law

Place: New Delhi

Date: 29.06.2022

1680 MWp Module Package	<u>Tender No</u> SECI/C&P/OP/11/0001/2022-23	<u>COVER PAGE</u> Page 3 of 3	<u>Signature of Bidder</u>
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Solar Energy Corporation of India Limited

(A Government of India Enterprise)

SECTION - I

INVITATION FOR BIDS (IFB)

1680 MWp Module
Package

Tender No
SECI/C&P/OP/11/0001/2022-23

IFB
Page 1 of 11

Signature of Bidder

INVITATION FOR BIDS (IFB)

FOR

THE MANUFACTURING, TESTING, PACKING AND FORWARDING, SUPPLY AND TRANSPORTATION OF 1680 MWP DOMESTICALLY MANUFACTURED SOLAR PV MODULES WITH DOMESTICALLY MANUFACTURED SOLAR CELLS

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

Under e-Tendering

1 **INTRODUCTION**

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 Category I 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 **CAPACITY CONFIGURATION**

- 2.1 The total capacity of PV Modules to be procured under this tender, excluding Mandatory Spares, is 1680 MWp.
- 2.2 The total capacity is divided into 04 (four) Packages of 420 MWp each.
- 2.3 The bidder may quote either for a single package i.e., 420 MWp or a maximum of 02 packages i.e., 840 MWp. These 840 MWp / 02 packages are the maximum capacity which can be awarded to a single bidder.
- 2.4 Bidder can only quote in the multiple of 420 MWp each, maximum up to 840 MWp and no intermediary package capacities are allowed to be quoted. Ex: Any random package of 500 MWp, 600 MWp, 650 MWp etc. are not allowed under this bidding process.
- 2.5 The bidders are required to provide their firm intent of package/packages under the covering letter of the Section-VI "Sample Forms and Formats", mentioning the total number of package/packages. Once quoted during the bidding stage, the capacity as quoted by the

**1680 MWp Module
Package**

**Tender No
SECI/C&P/OP/11/0001/2022-23**

**IFB
Page 2 of 11**

Signature of Bidder

bidder cannot be changed during the entire tendering process and the e-RA will be conducted accordingly based on the quoted firm package/packages by the bidder.

- 2.6 The Technical & Financial eligibility conditions as set forth in “Annexure to BDS” section is as per 01 (One) Package of 420 MWp. In case the bidder’s participation is for 02 packages, the Technical & Financial eligibility conditions will be required to be met by the bidder accordingly in the multiple of 2.

Ex: For participation of one package, Technical & Financial eligibility conditions will be applicable. However, for the participation of two packages, both the Technical & Financial eligibility conditions will be multiplied by a factor of 2 & then it will be required to be sufficed by the bidder.

- 2.7 The total capacity of 1680 MWp is proposed to be awarded to multiple bidders in Single/Double package/packages.

- 2.8 The Owner reserves the right to increase or decrease the quoted PV Module capacity by \pm 10% at the time of placing of the order on the same price, terms, and conditions of the contract.

Illustration:

Quoted Package Capacity	= 420 MWp
Minimum Awarded Package Capacity	= $0.90 \times 420 = 378$ MWp
Maximum Awarded Package Capacity	= $1.10 \times 420 = 462$ MWp

- 2.9 The Owner reserves the right to place a repeat order up to an additional quantity of 5% (five percentage) of awarded PV Module package capacity on the same price, terms, and conditions of the contract, during the currency of the contract by providing suitable extension in delivery period for the additional quantity.

- 2.10 The Supplier shall supply 0.5% of awarded Package Capacity as Mandatory Spares in addition to the awarded Package.

Illustration:

Awarded Package Capacity	= 420 MWp
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If Nominal Power Rating of awarded PV Module is 410 Wp, then Minimum number of PV Modules to be supplied excluding Mandatory Spares, rounded-off to next integer

$$= (420 \times 10^6) / 410 = 10,24,391$$

Mandatory Spares, rounded-off to one decimal place = $0.5\% \times 420 = 2.1$ MWp

Minimum number of PV Modules to be supplied as Mandatory Spares, rounded-off to next integer = $(2.1 \times 10^6) / 410 = 5,122$

- 2.11 The Bidder must offer only one type of PV Module (Mono-crystalline / Thin-film) with same dimensions.

- 2.12 Location of the project site for the delivery of PV Modules may be on PAN India basis. However, the actual site details will be provided by the Owner to Supplier at the time of dispatch.
- 2.13 PV Modules including Mandatory Spares under the award shall be supplied by the supplier in staggered deliveries during the delivery window spanning from 1st July 2023 till 31st March 2024.
- 2.14 The Supplier shall submit “Certificate from the Module Manufacturer to the SPD regarding meeting of DCR norms under CPSU Scheme-Phase-II” on the letterhead of supplier along with the invoice as per the format provided in Form F-21.
- 2.15 The Supplier shall submit “Certificate from the Cell Manufacturer to the Module manufacturer regarding meeting of DCR norms under CPSU Scheme-Phase-II” on the letterhead of Cell Manufacturer along with the invoice as per the format provided in Form F-22.
- 2.16 SECI at its sole discretion, may reject any and all bids made by bidder(s), may change the conditions relating to the tender or cancel this tender at any time without assigning any specific reason.
- 2.17 Prospective bidder(s) acknowledge and agree that response to the tender is purely voluntary action on their part and for any expenditure on this account shall be borne by the bidder(s).
- 2.18 SECI will have no obligation or liability to the bidder(s) in the event of cancellation of tender .

3 **DOMESTIC CONTENT REQUIREMENT:**

The tender mandates use of both Solar Photovoltaic (SPV) Cells and Modules manufactured domestically as per specifications and testing requirements fixed by MNRE. For the supplies to be done under this tender, both the Solar Cells and Modules must be made in India and Modules shall be from the Manufacturers listed in ALMM list, published & updated by MNRE from time to time. In case of Crystalline Silicon Technology, all process steps and quality control measures involved in the manufacture of the Solar Cells and Modules starting from wafers until final assembly of the Solar Cells into modules shall be performed at the works of PV Manufacturers in India.

4 **PUBLIC PROCUREMENT POLICY:**

Wrt. Ministry of New & Renewable Energy (MNRE) Order No 283/22/2019-Grid Solar Dated 23rd Sep 2020 for the Public Procurement (Preference to Make In India) including any amendments thereto, so as to Provide Purchase Preference (linked with local content) with respect to Renewable Energy (RE) Sector & Department for Promotion of Industry and Internal Trade (DPIIT) Notification No. P-45021/2/2017-PP (BE-LI) dated 4th June, 2020 including any amendments, the procurement of Solar Modules for the subject tender will be supplied through Class I Local Suppliers only. A Class-I local supplier' means a Supplier or Service Provider, whose Goods, Services or works offered for Procurement, has local content equal to or more than 50%, as defined under the above said orders.

5 APPROVED LIST OF MODELS & MANUFACTURES:

The provisions as contained in the O.M. dated 10.03.2021 issued by MNRE on the subject “Approved Models And Manufacturers of Solar Photovoltaic Modules (requirement of compulsory registration) Order, 2019-Implementation-Reg.” and its subsequent amendments and clarifications, shall be applicable for this tender. The Modules used in this tender shall be sourced only from the Models and Manufacturers included in the List-I (Solar PV Modules) of ALMM Order, Annexure-I of the OM, issued by MNRE on 10th March, 2021 which will be updated by MNRE from time to time. The modules to be supplied under this tender, shall be from the List-I of the ALMM order applicable on the date of invoicing of such modules. Bidders shall also provide a disclosure regarding that they are aware of binding provisions of the ALMM order and the list(s) thereunder, while quoting for the tender.

6 The selection of the Supplier for the **“THE MANUFACTURING, TESTING, PACKING AND FORWARDING, SUPPLY AND TRANSPORTATION OF 1680 MWP DOMESTICALLY MANUFACTURED SOLAR PV MODULES WITH DOMESTICALLY MANUFACTURED SOLAR CELLS”** 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-110023 (hereinafter referred to as ‘SECI’ or OWNER). For the purpose of all procurement activities related to the said works, SECI shall be referred to as ‘SECI or Owner’.

7 SECI, therefore, invites bids from eligible bidders to participate in the tender for **“THE MANUFACTURING, TESTING, PACKING AND FORWARDING, SUPPLY AND TRANSPORTATION OF 1680 MWP DOMESTICALLY MANUFACTURED SOLAR PV MODULES WITH DOMESTICALLY MANUFACTURED SOLAR CELLS”** as per the aforementioned details.

8 The complete Bidding Documents are available at ISN-ETS portal <https://www.bharat-electronictender.com>, Central Public Procurement portal (CPPP) of Gol 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..

9 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.

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	IFB <u>Page 5 of 11</u>	<u>Signature of Bidder</u>
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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.

- 10 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 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.

- 11 A Single Stage Two Envelope Bidding Procedure followed by e-Reverse Auction will be adopted and 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/ Supplier shall be governed by this Bidding Documents and Contract signed between the Owner and the Supplier for the package.
- 12 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.
- 13 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.**
- 14 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.**

15 The Bidder selected shall be responsible for the performance of the following scope of supply (more detailed in this tender document):

“THE MANUFACTURING, TESTING, PACKING AND FORWARDING, SUPPLY AND TRANSPORTATION OF 1680 MWP DOMESTICALLY MANUFACTURED SOLAR PV MODULES WITH DOMESTICALLY MANUFACTURED SOLAR CELLS”

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

16 EMD/Bid Securing Declaration 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.

17 Performance Securities as per this tender document shall be furnished by the successful bidder after issuance of Purchase Order / Service Order by the Owner.

18 The detailed Qualifying Requirements (QR) are given in the section, “Annexure to BDS”.

19 The Owner shall conduct e-Reverse Auction (e-RA), as per provisions of **Instructions to Bidders (ITB)** of Tender documents.

20 ***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.***

21 SECI at its sole discretion, may reject any or all proposals made by bidder(s), may change the conditions relating to the tender or cancel this tender at any time without assigning any reason.

22 SECI will have no obligation or liability to the bidder(s) in the event of cancellation of tender.

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.

BID INFORMATION SHEET

The brief details of the tender are as under:

(A)	NAME OF WORK/ BRIEF SCOPE OF SUPPLY/ JOB	<ol style="list-style-type: none"> 1. The Goods and related Services to be supplied shall be as specified in the technical specification and Price Schedule. The Supplier shall supply all the Goods and related Services included in the Scope of Supply, as per the Delivery and Completion Schedule specified in the SPC. 2. The Supplier shall ensure that the Goods and related Services comply with the technical specifications and other provisions of the Contract. 3. The Goods and related Services supplied under this Contract shall conform to the standards mentioned in Technical Specifications and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate.
(B)	TENDER NO. & DATE	SECI/C&P/OP/11/0001/2022-23 dated 29.06.2022
(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)	BIDDERS ELIGIBLE FOR BIDDING	This bid is open to bidders from within the Owner's country.
(F)	COMPLETION/ CONTRACT PERIOD	As mentioned in Special Purchase Conditions (SPC).
(G)	COST OF BIDDING DOCUMENTS	Free of cost

(H)	TENDER PROCESSING FEE	<table border="1" data-bbox="619 215 1173 360"> <tr> <td>APPLICABLE</td> <td>Yes</td> </tr> <tr> <td>NOT APPLICABLE</td> <td></td> </tr> </table> <p>Amount: INR 25000/- (Indian Rupees Twenty-Five Thousand only) inclusive of GST @ 18%</p> <p><i>*Applicable for single (420 MWp) or double (840 MWp) packages</i></p>	APPLICABLE	Yes	NOT APPLICABLE	
APPLICABLE	Yes					
NOT APPLICABLE						
(I)	EARNEST MONEY DEPOSIT (EMD)	<table border="1" data-bbox="595 611 1142 792"> <tr> <td>APPLICABLE</td> <td>Yes</td> </tr> <tr> <td>NOT APPLICABLE</td> <td></td> </tr> </table> <p>a. Amount: INR 19 Crores (Indian Rupees Nineteen Crores). <i>*Applicable for single (420 MWp) package</i></p> <p>b. Amount: INR 38 Crores (Indian Rupees Thirty-Eight Crores). <i>*Applicable for double (840 MWp) package</i></p>	APPLICABLE	Yes	NOT APPLICABLE	
APPLICABLE	Yes					
NOT APPLICABLE						
(J)	CONTRACT PERFORMANCE SECURITY	<table border="1" data-bbox="595 1151 1142 1332"> <tr> <td>APPLICABLE</td> <td>Yes</td> </tr> <tr> <td>NOT APPLICABLE</td> <td></td> </tr> </table>	APPLICABLE	Yes	NOT APPLICABLE	
APPLICABLE	Yes					
NOT APPLICABLE						
(K)	DATE, TIME & VENUE OF PRE-BID MEETING & SITE VISIT	<p>Pre-Bid Meeting 1100 HRS (IST) on 08.07.2022</p> <p>Venue will be intimated after the release of tender document.</p> <p>Site Visit:</p> <p>Not applicable for this tender.</p>				
(L)	OFFLINE & ONLINE BID-SUBMISSION DEADLINE	<u>29.07.2022 up to 1400 HRS</u>				
(M)	OFFLINE & ONLINE BID OPENING	<u>29.07.2022, 1600 HRS onwards</u>				

(N)	FINANCIAL BID OPENING	To be intimated after the shortlisting of Techno Commercial Bids
(O)	CONTRACTUAL QUERIED	<p>Mr. AK Sinha Additional General Manager (C&P)</p> <p>Or</p> <p>Mr. Sandeep Kumar Sr. Manager (C&P)</p> <p>Solar Energy Corporation of India Limited (A Government of India Enterprise)</p> <p>6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India</p> <p>E mail: sandeeprana@seci.co.in Phone: 011- 24666220/24666231</p>
(P)	TECHNICAL QUERIES CONTACT DETAILS	<p>Dr. YBK Reddy Additional General Manager (PV)</p> <p>Or</p> <p>Mr. Prashant Kumar Upadhyay Manager (PV)</p> <p>Solar Energy Corporation of India Limited (A Government of India Enterprise)</p> <p>6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India</p> <p>E mail: prashantu@seci.co.in Phone: 011- 24666240/24666218</p>
(Q)	CONTACT DETAILS OF ETI	<p>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@isn-ets.com</p>

- 1.0 Bids must be submitted strictly in accordance with clause no. 10 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-electrictender.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.
- 5.0 Clarification(s)/ Corrigendum(s) if any shall also be available on above referred websites.
- 6.0 Owner will place a single order for Purchase & Service:
 - (i) **Purchase & Service Order:** For providing the Ex Works-Supply, materials including mandatory spares and any other supplies specified in the Tender Documents under the scope of Supply. And for all services i.e., including Transportation and Insurance of all supplies till site, Unloading, and Handling at Site in respect of all the supplies and any other services specified in the Contract
- 7.0 However, the above-mentioned contract award methodology may be modified/ changed based on specific project requirements and upon sole discretion of Owner.



Solar Energy Corporation of India Limited

(A Government of India Enterprise)

SECTION - II

INSTRUCTION TO BIDDERS (ITB)

1680 MWp Module
Package

Tender No
SECI/C&P/OP/11/0001/2022-23

ITB
Page 1 of 47

Signature of
Bidder

TABLE OF CONTENTS

[A] GENERAL:

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

[B] BIDDING DOCUMENTS:

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

[C] PREPARATION OF BIDS:

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

[D] SUBMISSION OF BIDS:

20. SUBMISSION, SEALING AND MARKING OF BIDS
21. DEADLINE FOR SUBMISSION OF BIDS
22. LATE BIDS
23. MODIFICATION AND WITHDRAWAL OF BIDS
24. OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

[E] BID OPENING AND EVALUATION:

25. BID OPENING
26. CONFIDENTIALITY
27. CONTACTING THE OWNER
28. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
29. CORRECTION OF ERRORS
30. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS
31. EVALUATION OF BIDS & e-REVERSE AUCTION

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

32. NOTIFICATION
33. SIGNING OF CONTRACT AGREEMENT / PURCHASE & SERVICE ORDER
34. PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES
35. IMPLEMENTATION OF INTEGRITY PACT
36. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISE (MSEs)
37. RISK OF REJECTION
38. INCOME TAX & CORPORATE TAX

[G] ANNEXURES:

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

Preamble

This part (Section - II) of the Tender Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the 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 Purchase Conditions), 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 Supplier, 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 Purchase Conditions) and/ or Section - V (Special Purchase Conditions).

Bidders may note that the respective rights of the Owner and Bidders/ Suppliers shall be governed by the Tender Documents and Contracts signed between the Owner and the Supplier. 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 shall have exclusive jurisdiction.

1680 MWp Module
Package

Tender No
SECI/C&P/OP/11/0001/2022-23

ITB
Page 4 of 47

Signature of
Bidder

[A] - GENERAL

1 SCOPE OF BID

- 1.1 The Owner, wishes to receive Bids as described in the Bidding documents/ Tender documents issued by Owner.
- 1.2 SCOPE OF BID: The scope of supply/ Services shall be as defined in the Tender documents.
- 1.3 The successful bidder will be expected to complete the entire scope of supply within the period stated in Section - V, Special Purchase Conditions.
- 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. 34" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder (either individually or as a consortium or any of the participating members of the Consortium) 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. 34 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 finalization of the tender. Concealment of the facts shall be tantamount to

misrepresentation of facts and shall lead to action against such Bidders as per clause no. 34 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

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

4 NUMBER OF BIDS PER BIDDER

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)

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

[B] - BIDDING DOCUMENTS

6 CONTENTS OF TENDER DOCUMENTS

6.1 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-8":

- 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 Purchase Conditions [GPC]
- Section-V : Special Purchase Conditions [SPC]
- Section-VI : Sample Forms and Formats
- Section-VII : Scope of Supply & Technical Specifications
- Section-VIII : Schedule of Rates [SOR]/ Price Schedule [PS]/ Format for Price Bid

6.2 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

1680 MWp Module Package	<u>Tender No</u> <u>SECI/C&P/OP/11/0001/2022-23</u>	<u>ITB</u> <u>Page 7 of 47</u>	<u>Signature of Bidder</u>
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clarifications from the Bidders to adjudge the exact content and facts of the Tender Documents.

7 CLARIFICATIONS OF TENDER DOCUMENTS

- 7.1 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.
- 7.2 Any clarification or information required by the Bidder but same not received by the Owner at clause 7.1 above is liable to be considered as "no clarification/ information required".
- 7.3 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.

8 AMENDMENTS OF TENDER DOCUMENTS

- 8.1 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.
- 8.2 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.
- 8.3 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

9 LANGUAGES 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

**1680 MWp Module
Package**

**Tender No
SECI/C&P/OP/11/0001/2022-23**

**ITB
Page 8 of 47**

**Signature of
Bidder**

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.

10 **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 Sandeep Kumar / Mr Umesh Patidar

- (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 15 of ITB as per 'Form F-3' or as prescribed.
- (f) Power of Attorney for authorized signatory in non-judicial stamp paper (as per 'Form F-19')
- (g) Copy of Board Resolution
- (h) The Passphrase 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

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	ITB <u>Page 9 of 47</u>	Signature of <u>Bidder</u>
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- (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-5'.
- (f) 'Bidder's Declaration regarding Banning, Liquidation etc.', as per 'Form F-6'.
- (g) 'Bidders Experience as per' Form F-8'.
- (h) Disclosure for ALMM compliance as per 'Form F-9'.
- (i) Format of Chartered Accountant certificate for financial capability of the bidder as per 'Form F-10'.
- (j) 'E-Banking Format as per 'Form F-15'.
- (k) 'Shareholding Certificate' as per 'Form F-18'.
- (l) Documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification.
- (m) Document showing annual turnover for the financial years as required in Qualifying Requirements (QR) such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed Format F-10.
- (n) 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 Schedule No 1 to 3 of the Price Schedule (available in Section - VIII, SOR), duly completed, sealed and signed/ digitally signed shall be uploaded. "Termed as **MAIN BID**".

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

- 11.1 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.
- 11.2 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.
- 11.3 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 supply/ Service, Standards, "GPC",

<p>1680 MWp Module Package</p>	<p><u>Tender No</u> <u>SECI/C&P/OP/11/0001/2022-23</u></p>	<p><u>ITB</u> <u>Page 10 of 47</u></p>	<p><u>Signature of Bidder</u></p>
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"SPC" or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.

- 11.4 All Goods & Service Tax (GST) components [applicable for both Centre and state] payable by the Supplier under the Contract, or for any other cause, shall be mentioned as per the SOR formats Schedule Nos 1-3.
- 11.5 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.
- 11.6 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. 29 of ITB.
- 11.7 Bidder need to submit the detailed break-up of Goods & Service Tax (GST) (applicable for both Central and State) in the SOR formats viz Schedule Nos 1-3. This data is required to ascertain the
- a) Computation of taxes assumed at the time of bidding.
b) The total impact due to revision in applicable tax rate or introduction of new tax, if any.

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

12 Goods & Service Tax (GST)

Supplier shall mandatorily obtain the registration under GST Law at Central level and/or in respective State as may be required. Further, Supplier 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 Supplier. Owner shall not be responsible for any delay in payment release to the Supplier in case the GST compliance is not fulfilled from the Supplier side in any manner.

Supplier shall be responsible to comply with all the requirements of applicable provisions of GST. Supplier has to mandatorily get registered under GST at Central and relevant State(s). Supplier 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 Supplier, Owner shall be constrained to deduct the amount from the payments to be made to the Supplier or recover the same in any other manner.

- 12.1 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.
- 12.2 The responsibility of payment of GST lies with the Service Provider only. Supplier providing taxable service shall issue an Invoice, a Bill or as the case may be, a Challan which is signed,

<p>1680 MWp Module Package</p>	<p><u>Tender No</u> <u>SECI/C&P/OP/11/0001/2022-23</u></p>	<p><u>ITB</u> <u>Page 11 of 47</u></p>	<p><u>Signature of Bidder</u></p>
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serially numbered and in accordance with rule GST Law. The invoice shall also contain the following:

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

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

- 12.3 In case CBIT (Central Board of Indirect Taxes and Customs) brings to the notice of Owner that the Supplier has not remitted the amount towards GST collected from Owner to the government exchequer, then, that Supplier may be debarred from bidding in future tenders of Owner for given period as per the sole discretion of Owner.
- 12.4 In case of statutory variation in GST during currency of the Contract, the Supplier shall submit a copy of the 'Government Notification' to evidence the date of revision. Claim for payment of GST / Statutory variation in GST, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears. The following may also be noted: -
- a) Any increase in the rate of Non-ITC based GST beyond the contractual completion period shall be to Supplier's account whereas any decrease in the rate shall be passed on to the Owner.
- 12.5 Owner will reimburse the GST to the Supplier at actuals against submission of ITC based invoices issued in accordance with GST rules. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion.
- 12.6 Owner will reimburse the GST to the Supplier 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.

- 12.7 Supplier 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)

13 BID CURRENCIES:

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

14 BID VALIDITY

- 14.1 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'.

- 14.2 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-15" 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.

15 EARNEST MONEY DEPOSIT (EMD)

- 15.1 The applicability/Non-applicability of Earnest Money Deposit (EMD) is specified under BDS

- 15.2 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 - 3 of the bidding documents**. Bidders shall ensure that EMD, having a validity of at least 30 (Thirty) Days beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Tender Document. In case of any extension in validity of bid, the EMD shall be extended suitably. The EMD shall be submitted in Indian Rupees only.

- 15.3 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-15.8".

- 15.4 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-17, Section-VI of Tender

<p>1680 MWp Module Package</p>	<p><u>Tender No</u> <u>SECI/C&P/OP/11/0001/2022-23</u></p>	<p><u>ITB</u> <u>Page 13 of 47</u></p>	<p><u>Signature of Bidder</u></p>
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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).

- 15.5 Bid not accompanied with required amount of EMD shall be liable for rejection.
- 15.6 '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.
- 15.7 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'.
- 15.8 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 Purchase/Service Order.
 - (ii) to furnish "Performance Security.
 - (iii) to accept 'arithmetical corrections' as per provision of the clause 29 of ITB.
- 15.9 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-3.

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.

<p>1680 MWp Module Package</p>	<p><u>Tender No</u> <u>SECI/C&P/OP/11/0001/2022-23</u></p>	<p><u>ITB</u> <u>Page 14 of 47</u></p>	<p><u>Signature of Bidder</u></p>
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16 PRE-BID MEETING

- 16.1 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.
- 16.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 16.3 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-6.1", 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-8", and not through the minutes of the Pre-Bid Meeting.
- 16.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

17 SIGNING OF BID/TENDER DOCUMENT

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.

18 ZERO DEVIATION AND REJECTION CRITERIA

- 18.1 **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 28 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.

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

- (a) Eligibility Criteria including General, Technical and Financial Qualifying Requirements
- (b) Firm Price
- (c) Tender Processing Fees and Earnest Money Deposit
- (d) Tender Document Fees, if applicable
- (e) Specifications & Scope of supply
- (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.

19 E-PAYMENT

Owner has initiated payments to Suppliers and Suppliers 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-15 in Section-VI, Sample Forms and Formats of the Tender documents.

[D] - SUBMISSION OF BIDS

20 SUBMISSIONS, SEALING AND MARKING OF BIDS

- 20.1 Bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document.
- 20.2 Offline documents (Specific documents only) as mentioned in clause no. 10.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

1680 MWp Module Package	<u>Tender No</u> <u>SECI/C&P/OP/11/0001/2022-23</u>	<u>ITB</u> <u>Page 16 of 47</u>	<u>Signature of Bidder</u>
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Offline Tender Document for “THE MANUFACTURING, TESTING, PACKING AND FORWARDING, SUPPLY AND TRANSPORTATION OF 1680 MWP DOMESTICALLY MANUFACTURED SOLAR PV MODULES WITH DOMESTICALLY MANUFACTURED SOLAR CELLS”

Tender Document No.	SECI/C&P/OP/11/0001/2022-23
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) 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India

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

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

21 DEADLINE FOR SUBMISSION OF BIDS

21.1 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).

21.2 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

21.3 Owner may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids. 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.

22 LATE BIDS

- 22.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 22.2 E-tendering system shall close immediately after the deadline for submission of bid and no bids can be submitted thereafter.
- 22.3 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.

23 MODIFICATION AND WITHDRAWAL OF BIDS

- 23.1 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.

- 23.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provision of the clause 20 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.
- 23.3 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 15 of ITB and rejection of bid.
- 23.4 The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 23.5 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.

24 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 any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	ITB <u>Page 18 of 47</u>	Signature of <u>Bidder</u>
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the ground for Owner's/ 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

25 BID OPENING

25.1 *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.

25.2 *Priced Bid Opening:*

25.2.1 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.

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

25.2.3 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.

26 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.

27 CONTACTING THE OWNER

- 27.1 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.
- 27.2 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.

28 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 28.1 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-28.2"
- 28.2 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.
- 28.3 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.
- 28.4 The Owner shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation, or omission.

28.5 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.

29 CORRECTION OF ERRORS

29.1 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 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.

29.2 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.

30 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

All bids submitted must be in the currency specified in BDS.

31 EVALUATION OF BIDS & E REVERSE AUCTION

Bid shall be evaluated as per evaluation criteria mentioned below on the Evaluated Bid Value. The Owner shall only use the criteria and methodology indicated in the Tender documents. No other criteria/ methodology shall be permitted.

31.1 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

<p>1680 MWp Module Package</p>	<p><u>Tender No</u> <u>SECI/C&P/OP/11/0001/2022-23</u></p>	<p><u>ITB</u> <u>Page 21 of 47</u></p>	<p><u>Signature of Bidder</u></p>
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information supplied by the bidders, pursuant to ITB Clause 10, and other requirements in the Bidding Documents, taking into account the following factors:

- a. 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.
- b. compliance with the time schedule
- c. Any other relevant technical factors that the Owner deems necessary or prudent to take into consideration.
- d. Any deviations to the commercial and contractual provisions stipulated in the Tender Documents.
- e. details furnished by the bidder in response to the requirements specified in the Tender Documents.

31.2 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 31.1. In case the bid/offer is rejected, pursuant to ITB Clause 31.1 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.

31.3 Evaluation of Financial Part (Second Envelope)

31.3.1 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.

31.3.2 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.

31.3.3 Arithmetical errors will be rectified in line with Clause no. 29 of ITB.

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

31.3.6 The Owner's comparison will include the costs resulting from application of the evaluation procedures described below.

31.4 EVALUATION CRITERIA

$$EBV = \frac{[\text{Total Value of SOR 1 \& SOR 2} = \text{SOR 3 in INR}]}{[\text{Quoted PV Module Capacity in MWp}]}$$

* EBV = Evaluated Bid Value

Total 1000 kms have been considered as the tentative distance between the works of the bidder and Owner's site in Schedule No. 2. Bidders are required to quote the unit rate on per km basis accordingly. This 1000 kms will be considered for the purpose of evaluation, however, the freight payment will be done based on the actual running km/distance of the site from the works.

Schedule No. 1: Module Package for CPSU 1680 MWp (including GST)

Schedule No. 2: Freight & Testing Services for Module Package for CPSU 1680 MWp (including GST)

Schedule No. 3: Grand Summary (Schedule Nos.1 & 2)

The terms EXW etc., shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, 38, Cours Albert 1er, 75008, Paris, France.

31.5 Evaluation of Price Bid

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

- a) Evaluated Bid Values (EBV) for all the Bidders shall be compared to determine the lowest Evaluated Bid Value (EBV) as given under Schedule No. 3, calculated based on the formula

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	ITB <u>Page 23 of 47</u>	Signature of <u>Bidder</u>
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of EBV & the lowest (L1) evaluated Bid as such will be selected for the Purchase/Service Order subject to the successful bidder selected after e-RA (Clause 31.6).

- b) The mentioned Evaluated Bid Value will be considered up to 2 decimal places only.
- c) Bidder with the lowest EBV shall be L-1, Bidder with Second lowest EBV shall be L-2 & so on subject to the successful bidder selected after e-RA (Clause 31.6)
- d) 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.

e) Billing Break-up (BBU):

- For each item of SOR 1 & 2, the BBU shall be prepared in the same SOR format (Item name, UoM, Quantity, unit Ex Works price, GST, Total price etc) and the sum of all billing break-up item prices shall be equivalent to the each respective SORs item price with discounted rate of e-Reverse auction (If applicable). No BBU items can be created at the BBU stage for the SOR line items which have been quoted by the Supplier as Zero during the bidding stage.

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

- Owner shall reimburse the amount of GST as per the rates mentioned by Supplier in the detailed BOQ. In case of any statutory variation in GST during the currency of the Contract, same will be reimbursed to the Supplier subject to the treatment provided under clause no. 42 of the GPC of the Bidding document, only in respect of the items/quantity which have been mentioned by the Supplier in the detailed BOQ.

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

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

1. 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.
2. **e-Reverse Auction**

The Total eligible bidders for the reverse auction shall be decided as mentioned below:

Assuming,

1680 MWp Module Package	<u>Tender No</u> <u>SECI/C&P/OP/11/0001/2022-23</u>	<u>ITB</u> <u>Page 24 of 47</u>	<u>Signature of Bidder</u>
--------------------------------	--	--	-----------------------------------

T = Total Techno-Commercially Qualified Bidders, and
 S_k = Cumulative capacity till the 'kth serial number bidder (not the 'kth rank bidder) after ranking is done in ascending order from L1 onwards

$S_E =$ (Eligible capacity for award)	(i) In case $S_T \leq 1680$ MWp, $S_E = S_T - 420$ MWp (ii) In case $S_T > 1680$ MWp, $S_E = 1680$ MWp
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Total eligible Bidders for e-Reverse Auction:

i. In case $(S_T - 420$ MWp) ≤ 1680 MWp: all the techno-commercially qualified bidders whose financial bids are in line with the tender provisions, will be shortlisted for e-RA.

Accordingly, the no. of bidders shortlisted for e-RA, i.e., "n" = "T"

ii. In case $(S_T - 420$ MWp) > 1680 MWp: The lowest ranked bidder, i.e., the bidder quoting the highest EBV (the "H1 bidder") shall be eliminated at this stage, subject to the total capacity eligible for award after such elimination being greater than 1680 MWp, and remaining techno-commercially qualified bidders will be shortlisted for e-RA.

Accordingly, the no. of bidders shortlisted for e-RA, i.e., "n" = "T"-1

iii. In the scenario as in S.No. ii above, if the total capacity eligible for award after the elimination of H1 Bidder is equal to 1680 MWp, then in this case H1 elimination will not be done and all the techno-commercially qualified bidders will be shortlisted for e-RA.

Accordingly, the no. of bidders shortlisted for e-RA, i.e., "n" = "T"

Note:

- (a) In case more than one bidder is ranked as "H1" bidder, i.e., such bidders are at the same EBV, all such bidders will be eliminated at this stage, subject to S.No. iii above.
- (b) The above elimination will take place subject to the condition that the total bid capacity after such elimination remains more than 1680 MWp. In the contradictory scenario, no elimination will take place at this stage.

For e.g. (Shortlisting of Bidders for reverse auction):

Scenario-1: Total bid capacity of techno-commercially shortlisted bidders = $S_T = 2520$ MWp

S. No.	Techno commercially qualified Bidder	Rank	Capacity (MWp)	T	S_E	$(S_T - 420)$ MWp)	n	Shortlisted Bidders
1	B3	L1	420	4	1680 MWp	2100 MWp	4*	B3
2	B2	L2	840					B2
3	B1	L3	420					B1
4	B4	L4	840					B4

1680 MWp Module Package	<u>Tender No</u> <u>SECI/C&P/OP/11/0001/2022-23</u>	<u>ITB</u> <u>Page 25 of 47</u>	<u>Signature of Bidder</u>
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* $n = 4$ as per the above formula iii, as the H1 bidder could not be eliminated in lieu of remaining capacity being lesser than 1680 MWp post elimination.

Scenario-2: Total bid capacity of techno-commercially shortlisted bidders = $S_T=2520$ MWp

S. No.	Techno commercially qualified Bidder	Rank	Capacity (MW)	T	S_E	$(S_T - 420$ MWp)	n	Shortlisted Bidders
1	B2	L1	420	3	1680 MWp	2100 MWp	3*	B2
2	B3	L2	840					B3
3	B1	L3	840					B1
4	B4	L4	420					B4 (eliminated)

* $n = 4-1 = 3$ as per the above formula ii, B4 is eliminated at this stage.

Scenario-3: Total bid capacity of techno-commercially shortlisted bidders = $S_T=1680$ MWp

S. No.	Techno commercially qualified Bidder	Rank	Capacity (MW)	T	S_E	$(S_T - 420$ MWp)	n	Shortlisted Bidders
1	B3	L1	420	3	1260 MWp	1260 MWp	3*	B3
2	B2	L2	420					B2
3	B1	L3	840					B1

* $n = 3$ as per the above formula i, as the H1 bidder could not be eliminated in lieu of remaining capacity being lesser than 1680 MWp post elimination.

- 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 e-auctioning 15 minutes before the start time of e-auctioning.
- At the start of e-auctioning process, the bid along with the list of short-listed bidders shall be displayed with their pseudo names as their first round bid.
- Bidders will be able to reduce their respective value of SOR 3 only.

The minimum decrement step for e-Auctioning is in the multiples of **Rs. 5,00,00,000/- (INR Five Crores only)** in the total value of SOR 3 (SOR 1 + SOR 2) keeping the offered package

1680 MWp Module Package	<u>Tender No</u> <u>SECI/C&P/OP/11/0001/2022-23</u>	<u>ITB</u> <u>Page 26 of 47</u>	<u>Signature of Bidder</u>
--------------------------------	--	--	-----------------------------------

capacity as constant, i.e. each decrement shall be in multiples of **Rs. 5,00,00,000/- (INR Five Crores only)**.

- During the entire e-RA process, the offered package capacity by the bidder will be kept constant and e-RA decrement will be only applicable on total value of SOR 3 (SOR 1 + SOR 2). However, the bidder will be able to see their system generated real time position in the e-RA, post the decrement of the SOR-3 value.
- 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 total value of SOR 3 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.
- The 'zones' available during the e-RA process are as defined below:
 - i. **Green Zone**: This zone consists of the Bidders who may be allocated their full quoted package capacity if the auction is closed at that instant.
 - ii. **Yellow Zone**: This zone consists of the Bidders who may be allocated a part of their full quoted package capacity if the auction is closed at that instant.
 - iii. **Red Zone**: This zone consists of the Bidders who will not be awarded their quoted package capacity if the auction is closed at that instant.
- Following information will be displayed in the bidder's bidding window:
 - i. First round total value of SOR 3 as their start price initially and thereafter last quoted total value of SOR 3.
 - ii. The auction will be conducted on the total value of SOR 3 only keeping the offered package capacity as constant.
 - iii. The list of last quoted total value of SOR 3 of all bidders with their Pseudo Identities and their time of quote.

31.7 Selection of Successful Bidders

The bidders shall be selected in the ascending order with lowest quoted EBV (being L1) till the total capacity (S_E) is exhausted. Some of the possible scenarios including, but not limited to, are shown below:

- The lowest quoting Bidder will be allotted its qualified package capacity and then, next higher Bidder will be allotted its qualified project capacity and so on, till the

1680 MWp Module Package	<u>Tender No</u> <u>SECI/C&P/OP/11/0001/2022-23</u>	<u>ITB</u> <u>Page 27 of 47</u>	<u>Signature of Bidder</u>
--------------------------------	--	--	-----------------------------------

total package capacity (i.e. 1680 MWp) is exhausted.

Note: The allocation of cumulative package capacity shall be closed at 1680 MWp.

- In case the package capacity offered to the last Bidder after completion of the e-RA is equal to 420 MWp of the total quoted package capacity of 840 MWp by such Bidder, it shall be mandatory for the such last Bidder to accept the 420 MWp capacity offered against its quoted capacity of 840 MWp.
- In case the last Bidder refuses to accept 420 MWp capacity offered by SECI as elaborated above, the Bank Guarantee against EMD submitted by such Bidder shall be encashed by SECI.
- In case, the bidder refuses to accept the awarded package capacity after e-RA then the EMD of such bidder shall be encashed by SECI. Further, the Performance Security as applicable shall be encashed by SECI in case the awarded successful bidder refuses/denies for the supply execution under the contract. Any such residual package capacity, post the refusal/cancellation by the bidders will be retendered and SECI at its sole discretion may adopt a suitable way forward for such unawarded/cancelled package capacity.
- In case of a tie among two or more Bidders (i.e. their last quoted EBV being the same) they will be considered in the chronological order of their last bid with preference to be given to that Bidder who has quoted his last bid earlier than others.

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

- Step – 1: Lowest rank (L1) will be given to the Bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these Bidders, then the following step (Step 2) will be followed.
- Step – 2: Ranking will be done based on draw of lots.

At the end of the e-RA, the final discount offered by the respective bidders, in the form of price reduction so offered on the total value of SOR 3, shall be applied proportionately to all of the SOR Line items of SOR 1 and SOR 2 quoted by the bidders initially in the financial bid. Accordingly, the revised reduced price of all of the SOR line items of the SOR 1 and SOR 2 will be derived and the contract will be placed on respective bidders accordingly.

While applying the price reduction obtained after e-RA, all the SOR line items of the Schedule Nos 1 & 2/ SOR 1 & 2 (Module Package with Service) can be straight away reduced by applying the % reduction factor uniformly on all the line items of Schedule Nos 1 & 2/ SOR 1 & 2. And the contract will be placed on respective bidders on the reduced price accordingly.

31.8 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

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	ITB <u>Page 28 of 47</u>	Signature of <u>Bidder</u>
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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

[F] – PURCHASE / SERVICE ORDER

32 NOTIFICATION

- 32.1 Prior to the expiry of 'Period of Bid Validity', Owner will notify the successful bidder(s) in writing, through e-mail/ courier/ registered post, that his Bid has been accepted. Subject to "ITB: Clause-28", Owner will award the CONTRACT AGREEMENT / PURCHASE & SERVICE ORDER in line with the forthcoming clauses, to the successful Bidder(s) whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidder(s), is determined to be qualified to satisfactorily perform the Contract.
- 32.2 The notification shall be issued to successful bidder(s) in duplicate. The successful bidder(s) is required to return its duplicate copy duly signed and stamped on each page within 07 days of its issuance including all the Appendix, Annexures as a token of acceptance.
- 32.3 In case the successful bidder(s) fails to acknowledge the acceptance of the notification as mentioned above vide clause no. 32.3, same will be treated as a case of non-responsiveness & default and Owner may take suitable action to get the project successfully executed.
- 32.4 In case of Non-responsive/Non acceptance to the notification by the successful bidder(s), 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.

33 SIGNING OF CONTRACT AGREEMENT / PURCHASE & SERVICE ORDER

- 33.1 Within 30 (Thirty) days of the release of the notification by the owner as mentioned in the above clause, the successful bidder(s)/ supplier(s) shall be required to execute the "CONTRACT AGREEMENT / PURCHASE & SERVICE ORDER" with Owner on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful bidder(s)/ supplier(s) and of 'state' specified in Bidding Data Sheet (BDS)].
- 33.2 In case the successful bidder(s) fails to execute the "CONTRACT AGREEMENT / PURCHASE & SERVICE ORDER" as mentioned above vide clause no. 33.1, 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.
- 33.3 In case of Non-responsive/Non-acceptance to the "CONTRACT AGREEMENT / PURCHASE & SERVICE ORDER" or non-submission of timely Performance Security by the successful

<p>1680 MWp Module Package</p>	<p><u>Tender No</u> <u>SECI/C&P/OP/11/0001/2022-23</u></p>	<p><u>ITB</u> <u>Page 29 of 47</u></p>	<p><u>Signature of Bidder</u></p>
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bidder(s), 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.

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

34.1 Procedure for action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices is enclosed at Annexure-I along with this ITB document.

34.2 Annexure-I deliberates in detail all consequences pertaining to clause no. 34.

34.3 NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS/ SUPPLIERS/ BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES

Notwithstanding anything contained contrary in GPC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers/ Suppliers/ 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/ Owner's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices" (Annexure-I), the Supplier/ bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Owner, to such Vendors/ Suppliers/ Suppliers/ Bidders/ Consultants.

The Vendor/ Supplier/ Supplier/ Bidder/ Consultant understands and agrees that in such cases where Vendor/ Supplier/ Supplier/ 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/ Supplier/ Bidder/ Consultant and the 'Arbitration clause' in the GPC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue/ dispute arising in the matter.

35 IMPLEMENTATION OF INTEGRITY PACT

"In respect of this tender, the Independent External Monitor (IEM) would be monitoring the execution of contract to oversee implementation and effectiveness of the Integrity Pact (IP) Program based on the IP executed with the bidder. The names of Independent External Monitor(s) (IEMs) who have been appointed by Owner, in terms of Integrity Pact (IP) which will form a part of the Owner Contracts are:

- a) **Dr Varesh Sinha, IAS (Retd.), E Mail Id: vareshsinha@gmail.com**
b) **Shri Bimal Julka, IAS (Retd.), E Mail Id: bimaljulka1955@gmail.com**

The above-mentioned IEMs details are also available on SECI's website at www.seci.co.in. The IEMs are authorized to examine/consider all references made to it under this tender. The contractor, in case of any dispute(s)/complaint(s) pertaining to this tender may raise the issue either with the designed Nodal Officer in SECI or directly with the IEM at SECI office at following Address:

**Solar Energy Corporation of India Limited,
6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India**

Kind Attn.: AGM (C & P)

1680 MWp Module Package	<u>Tender No</u> <u>SECI/C&P/OP/11/0001/2022-23</u>	<u>ITB</u> <u>Page 30 of 47</u>	<u>Signature of Bidder</u>
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Telephone Nos.: - 0091-(0)11-24666220
Fax No.: - 0091-(0)11-24666243
E-mail: - contracts@seci.co.in,

The Independent External Monitor (IEM) has the right to access without restriction to all tender documentations of the owner including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project/tender Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Sub-Contractors / JV Partners / Consortium member with confidentiality.

The Nodal officer for necessary coordination in this regard shall be as under:

- (i) HOD of Contracts & Procurement (C&P): For issues pertaining to C&P department.
- (ii) Head of concerned Department: For issues pertaining to other departments.”

The bidders are required to sign and seal the attached “Integrity Pact” as per Format-20 under “Section-VI Sample Forms and Formats”.

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

36.1 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.

36.2 **In case of JV/ Consortium, in order to avail the exemption to Tender Processing Fees and Earnest Money Deposit (EMD, if applicable), all the members of JV/ Consortium should be registered under any of the Categories mentioned under clause 36.1 above.**

36.3 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.

1680 MWp Module Package	<u>Tender No</u> <u>SECI/C&P/OP/11/0001/2022-23</u>	<u>ITB</u> <u>Page 31 of 47</u>	<u>Signature of Bidder</u>
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37 RISK OF REJECTION

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

38 INCOME TAX & CORPORATE TAX

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

38.2 Corporate Tax liability, if any, shall be to the Supplier's account.

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

38.4 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/ Supplier/ 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/ Supplier/ 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/ Supplier / service provider/ consultant shall be processed only after fulfilment of above requirement.

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/ Supplier/ 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

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 Supplier on account of work already executed by him shall be payable to the Supplier and this amount shall be subject to adjustment against any amounts due from the Supplier under the terms of the contract.

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

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

If an agency is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, after execution of contract and during DLP/ Warranty/ Guarantee Period, the

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

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

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

If an agency is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, after expiry of Defect liability period (DLP)/ Warranty/ Guarantee Period, the agency shall be banned for future business with 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/ Supplier 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

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/ Supplier/ 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.

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.

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

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/

1680 MWp Module
Package

Tender No
SECI/C&P/OP/11/0001/2022-23

ITB
Page 38 of 47

Signature of
Bidder

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 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

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:

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)}.**

1680 MWp Module Package	<u>Tender No</u> <u>SECI/C&P/OP/11/0001/2022-23</u>	<u>ITB</u> <u>Page 40 of 47</u>	<u>Signature of Bidder</u>
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Contact Persons Name: Mr Sandeep Kumar / Mr Umesh Patidar

- (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 15 of ITB as per 'Form F-3' or as prescribed.
- (e) Power of Attorney for authorized signatory in non-judicial stamp paper (as per 'Form F-19')
- (f) Copy of Board Resolution
- (g) The Passphrase 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-electrontender.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-5'.
- (f) 'Bidder's Declaration regarding Banning, Liquidation etc.', as per 'Form F-6'.
- (g) 'Bidders Experience as per 'Form F-8'.
- (h) Disclosure for ALMM compliance as per 'Form F-9'.
- (i) Format of Chartered Accountant certificate for financial capability of the bidder as per 'Form F-10'.
- (j) 'E-Banking Format as per 'Form F-15'.
- (k) 'Shareholding Certificate' as per 'Form F-18'.
- (l) Documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification.
- (m) Document showing annual turnover for the financial years as required in Qualifying Requirements (QR) such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed Format F-10.

**1680 MWp Module
Package**

**Tender No
SECI/C&P/OP/11/0001/2022-23**

**ITB
Page 41 of 47**

**Signature of
Bidder**

- (n) 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 Schedule No 1 to 3 of the Price Schedule (available in Section - VIII, SOR), duly completed, sealed and signed/ digitally signed shall be uploaded. "Termed as **MAIN BID**".

6. Special Note on Security and Transparency of Bids

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

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

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

If any variation is noted between the price mentioned in the Electronic Form and the Main Bid (Refer Clause 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

1680 MWp Module Package	<u>Tender No</u> <u>SECI/C&P/OP/11/0001/2022-23</u>	<u>ITB</u> <u>Page 42 of 47</u>	<u>Signature of Bidder</u>
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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).

7. Other Instructions

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

8. 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 (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. **Note:** Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring

- physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc)
 6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. The bidders are required to submit correct, valid and operative Pass-Phrase to decrypt either Technical Bid Part or Financial Bid Part in a separate sealed envelope before due date and time of submission of bid. In the event, the bids are not opened with the pass-phrase submitted by bidder, 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'

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.

8. Content of Bid

8.1 Un-Priced Bid

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

Before the bid is uploaded, the bid comprising of all relevant documents mentioned in the tender document should be digitally signed in accordance with the Indian IT Act 2000. If any

modifications are required to be made to a document thereafter the modified documents shall be again digitally signed before uploading.

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

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

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

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

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

Note:

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

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

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

8.2 Price Bid

The Price Bid (i.e. Part II - Price Bid, refer ITB for details) to be uploaded using Link given under ISN portals & and NOT using link "TECHNICAL DOCUMENT". **Bidders are advised**

1680 MWp Module Package	<u>Tender No</u> <u>SECI/C&P/OP/11/0001/2022-23</u>	<u>ITB</u> <u>Page 45 of 47</u>	<u>Signature of Bidder</u>
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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.

9. 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.

10. 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.

11. Internet connectivity

If bidders are unable to access ISN’s e-tender portal or Bid Documents, the bidders may please check whether they are using proxy to connect to internet, or their PC is behind any firewall and may contact their system administrator to enable connectivity. Please note that Port SSL/

443 should be enabled on proxy/firewall for HTTPS connectivity. Dial-up/ Broad and internet connectivity without Proxy settings is another option.

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

1. Get your organization's concerned executives trained for e-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 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.

**1680 MWp Module
Package**

**Tender No
SECI/C&P/OP/11/0001/2022-23**

**ITB
Page 47 of 47**

**Signature of
Bidder**



Solar Energy Corporation of India Limited

(A Government of India Enterprise)

SECTION - III

BID DATA SHEETS (BDS)

1680 MWp Module
Package

Tender No
SECI/C&P/OP/11/0001/2022-23

BDS
Page 1 of 4

Signature of
Bidder

BID DATA SHEETS (BDS)

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

Sl. No.	ITB Clause Ref. No.	Bid Data Details
1.	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-110023, India</p> <p>Kind Attn.: Additional General Manager (C & P) / Sr Manager (C & P) Telephone Nos.: - 0091-(0)11-24666220/24666231 Fax No.: - 0091-(0)11-24666243 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 ALLOWED</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. A Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company may submit a single bid.</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>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
5.	BID CURRENCIES (ITB 13)	Indian Rupees (INR)
6.	BID VALIDITY (ITB 14.1)	<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.	ZERO DEVIATION & REJECTION CRITERIA (ITB 18.1 & 18.2)	Clause No. 18.1, Zero deviation & Clause No. 18.2, Rejection Criteria should be read in conjunction to each other & both clauses points mentioned should complement each other.
8.	DEADLINE FOR SUBMISSION OF BIDS (ITB 21.2)	<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, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India Kind Attn.: AGM (C & P) / Sr Manager (C & P) Telephone Nos.: - 0091-(0)11-24666220/ 24666231 Fax No.: - 0091-(0)11-24666220 E-mail: - contracts@seci.co.in ; sandeprana@seci.co.in
9.	BID OPENING (ITB 25.1)	<u>Add following to the existing clause:</u> The bid opening shall take place at: Solar Energy Corporation of India Limited, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India

Sl. No.	ITB Clause Ref. No.	Bid Data Details
10.	SIGNING OF CONTRACT AGREEMENT / PURCHASE & SERVICE ORDER (ITB 33.1)	<u>Add following to the existing clause</u> State of which stamp paper is required for Contract Agreement: Delhi The value of stamp paper will be INR 100/-



Solar Energy Corporation of India Limited

(A Government of India Enterprise)

ANNEXURE TO BID DATA SHEET (BDS)

QUALIFYING REQUIREMENTS

1680 MWp Module
Package

Tender No
SECI/C&P/OP/11/0001/2022-23

ANNEXURE TO BDS
Page 1 of 7

Signature of Bidder

QUALIFYING REQUIREMENTS (QR)

Qualification of the bidder(s) will be based on their meeting the minimum eligibility criteria specified below regarding the Bidder's General Standards, Technical Experience and Financial eligibility as demonstrated by the Bidder's responses in the corresponding Bid documents. The bid can be submitted by an individual Company or by a Joint Venture/Consortium of not more than 03 (Three) companies. (Specific requirements for Joint Ventures/Consortium are given below).

1.1 GENERAL ELIGIBILITY CONDITIONS

The bidder should be an Indian company registered in India and may be a Group company or Holding Company or Subsidiary company of a company meeting the technical and financial eligibility requirement (s) as set forth in this section. Further, Government owned Enterprises registered and incorporated in India are also allowed to participate in this tender. However, the bidders against whom sanction/debarment/blacklisting for conducting business is imposed by Government of India, are not allowed to participate. The subsidiary of a foreign company, which is registered in India under Companies Act, 1956 or 2013 prior to the bid submission deadline, is eligible to participate.

In case of registered Companies, the copies of Certificate of Incorporation (Col), Article of Association (AoA), and Memorandum of Association (MoA) shall be provided along with the bid documents.

It shall be the sole responsibility of the bidder to inform Owner in case the bidder is debarred from bidding by any organisation. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders.

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

The Bid Processing Fees and EMD are exempted for MSME bidders registered under NSIC/ DIC/ Udyog Aadhaar Category only.

Limited Liability Partnerships, Proprietorships, Partnerships, NGOs, Charitable Trusts, and Educational Societies are not allowed to participate in the bidding process (either individually or in Joint Venture/ Consortium).

As the Proprietorships, Partnerships, NGOs, Charitable Trusts, Educational Societies in any form are not allowed to participate in the tendering process, hence any such firm/entity having MSME status is also not eligible to participate in the bidding process (either individually or in Joint Venture/ Consortium).

1680 MWp Module
Package

Tender No
SECI/C&P/OP/11/0001/2022-23

ANNEXURE TO BDS
Page 2 of 7

Signature of Bidder

1.2 TECHNICAL ELIGIBILITY CONDITIONS

Bidders can participate through any one of the below mentioned qualifying routes. The bidder shall be considered meeting Technical Eligibility criteria either from Route I or Route II.

Route-I :- The bidders manufacturing facility of PV module is existing and under production:

a. The bid can only be submitted by an original PV Module Manufacturer, meeting any of the below criteria:

- The PV Module manufacturer having a manufacturing facility capacity of minimum 560 MWp/ annum if:

Submitting its bid for Package Capacity of 420 MWp

- The PV Module manufacturer having a manufacturing facility capacity of minimum 1120 MWp/ annum if:

Submitting its bid for Package Capacity of 840 MWp

Above listed qualifying requirement must be accompanied with all necessary documentary evidence.

Or

Route II :- The bidder manufacturing facility of PV module is under pipeline/construction:

a. The bid can only be submitted by bidders, meeting any of the below criteria:

- The PV Module manufacturer is in the process of setting up Solar PV Module manufacturing facility with a minimum capacity of 560 MWp/annum if:

Submitting its bid for Package Capacity of 420 MWp

- The PV Module manufacturer is in the process of setting up Solar PV Module manufacturing facility with a minimum capacity of 1120 MWp/annum if:

Submitting its bid for Package Capacity of 840 MWp

In both the above cases, the bidder shall submit following documentary evidence as credentials for the same:

- (i) Consent to Establish the manufacturing facility from the Pollution Control Board (PCB).

1680 MWp Module
Package

Tender No
SECI/C&P/OP/11/0001/2022-23

ANNEXURE TO BDS
Page 3 of 7

Signature of Bidder

- (ii) Factory Approval Plan (FAP) for the proposed manufacturing facility under Factories Act, 1948.
- (iii) Sanction letter from the Distribution utility for Power Connection for the facility.
- (iv) Having achieved Financial Closure of the manufacturing facility.

Above listed qualifying requirement must be accompanied with all necessary documentary evidence.

1.3 FINANCIAL ELIGIBILITY CONDITIONS

The Financial eligibility conditions as set forth in this section is as per 01 (One) Package of 420 MWp. In case the bidder's participation is for 02 packages (840 MWp), the Financial eligibility conditions will be required to be met by the bidder accordingly in the multiple of 2.

Ex: For participation of one package, the Financial eligibility conditions will be applicable. However, for the participation of two packages, both the Financial eligibility conditions will be multiplied by a factor of 2 & then it will be required to be sufficed by the bidder.

The Minimum Average Annual Turnover (MAAT) of the bidder in the last three financial years (i.e. FY 2019-20, 2020-21 & 2021-22) should be **INR 380 Crores/- (Indian Rupees Three hundred & eighty Crores only)**. **MAAT shall mean Revenue from Operations as incorporated in the profit & loss account excluding other income, e.g. sale of fixed assets.** This must be the individual Company's turnover and not that of any group of Companies. A summarized sheet of average turnover, certified by a practicing Chartered Accountant/Statutory Auditor should be compulsorily enclosed along with corresponding annual accounts.

AND

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

AND

The bidder should have a minimum Working Capital of **INR 238 Crores (Indian Rupees Two Hundred and thirty eight Crores only)** as per the last audited financial statement. If the bidder's working capital is inadequate, the bidder should supplement this with a letter from the bidder's bank, having net worth not less than INR 500 Crores, confirming availability of the line of credit for more than or equal **INR 238 Crores (Indian Rupees Two Hundred and thirty eight Crores only)** to meet the working Capital requirement of this particular Project.

- 1.3.1 Bidders participating under **Route II** may use the financial credentials of their Parent/ Holding/ Subsidiary/ Group company for qualifying the above mentioned financial qualification requirements as per clause 1.3. However, same is not applicable for satisfying the financial qualifying requirements for bidders participating under **Route I**.

1680 MWp Module Package	<u>Tender No</u> <u>SECI/C&P/OP/11/0001/2022-23</u>	<u>ANNEXURE TO BDS</u> <u>Page 4 of 7</u>	<u>Signature of Bidder</u>
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- 1.3.2 The Bidder will provide a copy each of audited annual report of previous three financial years for ascertaining their turnover and Net Worth for the purpose of verification.
- 1.3.3 The derivation of “Net Worth” of the Bidder shall be calculated as per Company Act 2013.
- 1.3.4 Other income (as per the Companies Act, 2013 including amendment/ clarifications), shall not be considered for arriving at annual turnover.
- 1.3.5 A scanned copy of Certificate of Incorporation of the Bidder shall be furnished in the bid (through online mode).
- 1.3.6 Bidders shall furnish documentary evidence as per the prescribed format (online as well as offline), duly certified by the Authorized Signatory and the Statutory Auditor / Practicing Chartered Accountant of the Bidding Company in support of their financial eligibility.

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

- (i) “Details of Financial capability of Bidder” as per format F-10 duly signed and stamped by a Chartered Accountant (format attached).
- (ii) Audited financial results i.e. Annual Report including Audited Balance Sheet and Profit & Loss Account Statement for immediate three preceding financial years to meet the above Financial Eligibility Criteria. In case of tenders having the submission deadline up to 30th September of the relevant financial year and audited financial results of immediate 3 preceding financial years being not available, the bidder has an option to submit the audited financial results of three years immediately prior to relevant financial year. In case the bid submission deadline is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediately preceding three financial years.

1.4 JOINT VENTURE & CONSORTIUM CONDITIONS:

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

- 1.4.1 The Lead partner/member of the JV/Consortium shall meet individually 100% of Technical Eligibility Conditions given at para 1.2 above.
- 1.4.2 There can be a maximum of 03 (Three) partners/members in a JV/Consortium. The Lead partner/member of the JV/Consortium shall meet individually not less than 50% of minimum Financial Eligibility Conditions (MAAT & Working Capital) given at para 1.3 above. However, all the JV/Consortium partners/members must meet collectively 100% Financial Eligibility Conditions given at para 1.3 above. Herein, apart from the Lead partner/member, a minimum of 25% Financial eligibility should be met individually by all other partners/members of the JV/Consortium.
- 1.4.3 In the case of a joint venture/Consortium, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV/Consortium

<p>1680 MWp Module Package</p>	<p><u>Tender No</u> <u>SECI/C&P/OP/11/0001/2022-23</u></p>	<p><u>ANNEXURE TO BDS</u> <u>Page 5 of 7</u></p>	<p><u>Signature of Bidder</u></p>
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shall nominate the Lead partner/Member of the JV/Consortium who shall have the authority to conduct all business for and on behalf of any and all the members of the JV/Consortium during the Bidding process and, in the event the JV/Consortium is awarded the Contract, during contract execution

- 1.4.4 A firm that is a Bidder (either individually or as a JV/Consortium member) shall not participate as a Bidder or as JV/Consortium member in more than one Bid. Such participation shall result in the disqualification of all Bids in which the firm is involved. However, this does not limit the participation of a Bidder as subcontractor in another Bid or of a firm as a subcontractor in more than one Bid.
- 1.4.5 The EMD & Performance Security (In case of award) of a JV/Consortium shall be in the name of the JV/Consortium that submits the Bid. If the JV/Consortium has not been legally constituted into a legally enforceable JV/Consortium at the time of bidding, the EMD shall be in the names of all the members of the JV/Consortium & not in the name of “**only lead bidder**”. The EMD shall be executed in the names of all the members of the JV/Consortium.
- 1.4.6 Similarly, in case of the award, the Performance Security, to be submitted by a JV/Consortium shall be in the name of the JV/Consortium that has been awarded the Contract Agreement / Purchase & Service Order. If the JV/Consortium has not been legally constituted into a legally enforceable JV/Consortium, the Performance Security shall be in the names of all the partners/members of the JV/Consortium & not in the name of “**only lead bidder**”. The Performance Security Bank Guarantee shall be executed in the names of all the partners/members of the JV/Consortium.
- 1.4.7 In the case that the Bidder is a JV/Consortium, the Bid shall be signed by the authorized representative of the Lead partner/member of the JV/Consortium on behalf of the JV/Consortium, and so as to be legally binding on all the partners/members as evidenced by a power of attorney signed by their legally authorized representatives.
- 1.4.8 The joint venture/Consortium agreement should indicate precisely the responsibility of all partners/members of JV/Consortium in respect of planning, design, manufacturing, supply, and training. All members of JV/Consortium should have active participation in execution during the currency of the Contract. The composition or the constitution of the JV/Consortium shall not be varied/modified subsequently without prior approval of the Owner.
- 1.4.9 The Joint Venture/Consortium must collectively satisfy the Criteria of clauses 1.2 & 1.3 above (Routes I & II) for which purpose, the relevant figure of average annual turnover and liquid assets/ credit facilities for each of the partners of the JV/Consortium shall be added together to arrive at total eligibility of the Joint Venture/Consortium. The net worth of each Partner of JV/Consortium should be positive.
- 1.4.10 A Joint Venture (JV), may or may not be incorporated as a Registered Company.
- 1.4.11 A Joint Venture (JV), if incorporated as a Registered Company, is required to submit EMD and Performance Security (In case of award) in the name of Joint Venture only.
- 1.4.12 A JV is required to submit Form of Undertaking by the JV Partners (F - 11) and Form of Power of Attorney (F - 12) as per prescribed formats enclosed in Section - VI (Sample Forms and Formats).

A Consortium is required to submit Form of Undertaking by the Consortium Partners (F - 13) and Form of Power of Attorney (F - 14) as per prescribed formats enclosed in Section - VI (Sample Forms and Formats).

1.4.13 JV/ Consortium is also required to declare detailed scope of work to be executed by each partner/member of JV.

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

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

1680 MWp Module Package	<u>Tender No</u> <u>SECI/C&P/OP/11/0001/2022-23</u>	<u>ANNEXURE TO BDS</u> <u>Page 7 of 7</u>	<u>Signature of Bidder</u>
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Solar Energy Corporation of India Limited

(A Government of India Enterprise)

SECTION - IV

GENERAL PURCHASE CONDITIONS (GPC)

1680 MWp Module Package	<u>Tender No</u> <u>SECI/C&P/OP/11/0001/2022-23</u>	<u>GPC</u> <u>Page 1 of 46</u>	<u>Signature of Bidder</u>
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TABLE OF CONTENTS

[A] DEFINITIONS:

1. DEFINITION OF TERMS

[B] GENERAL INFORMATIONS:

- 2.1 LOCATION OF SITE WHEREIN THE SUPPLY IS TO BE DONE
- 2.2 LAND FOR SUPPLIER'S FIELD OFFICE AND GODOWN
- 2.3 LAND FOR RESIDENTIAL ACCOMODATION

[C] ADDITIONAL GENERAL INSTRUCTION TO BIDDERS:

3. DOCUMENTS
4. TRANSFER OF TENDER DOCUMENTS
5. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER
6. TIME SCHEDULE & PROGRESS REPORTING
7. CONFLICTS OF INTEREST AND BIDDER'S RESPONSIBILITY
8. RETIRED GOVERNMENT OR COMPANY OFFICERS
9. REPRESENTATIVES AND FIELD MANAGEMENT & CONTROLLING
10. NOTE TO SCHEDULE OF RATES
11. POLICY FOR TENDERS UNDER CONSIDERATION
12. CLARIFICATION OF TENDER DOCUMENT
13. EXTENSION OF TIME FOR COMMISSIONING

[D] GENERAL OBLIGATIONS:

14. PRIORITY OF CONTRACT DOCUMENTS
15. HEADING & MARGINAL NOTES
16. SINGULAR AND PLURAL
17. INTERPRETATION
18. SPECIAL PURCHASE CONDITIONS
19. TIME SCHEDULE OF SUPPLY
20. FORCE MAJEURE
21. LIQUIDATED DAMAGES (LD)
22. RIGHTS OF OWNER TO FORFEIT CONTRACT PERFORMANCE SECURITY
23. FAILURE BY THE SUPPLIER TO COMPLY WITH THE PROVISIONS OF THE CONTRACT
24. SUPPLIER REMAINS LIABLE TO PAY COMPENSATION IF
25. CONTRACT PERFORMANCE SECURITY
26. TERMINATION OF CONTRACT
27. MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE
28. OWNER NOT BOUND BY PERSONAL REPRESENTATIONS
29. SUPPLIER'S OFFICE & VEHICLE REQUIREMENT
30. SUPPLIER'S SUBORDINATE STAFF AND THEIR CONDUCT
31. SUBLETTING OF SUPPLY
32. SUPPLIER'S RESPONSIBILITY
33. NOTICES
34. PATENTS AND ROYALTIES
35. DELAYS BY OWNER OR HIS AUTHORIZED REPRESENTATIVES
36. NO WAIVER OF RIGHTS
37. LANGUAGES & MEASURES
38. RELEASE OF CONFIDENTIAL INFORMATION

39. COMPLETION OF CONTRACT**[E] PERFORMANCE OF SUPPLY:**

40. EXECUTION OF SUPPLY
41. SUPPLY IN MONSOON & DEWATERING
42. CHANGE IN LAWS AND REGULATIONS
43. DESIGN & ENGINEERING
44. MATERIALS TO BE SUPPLIED BY SUPPLIER
45. DISCREPANCIES BETWEEN INSTRUCTIONS
46. ACTION WHERE NO SPECIFICATION IS ISSUED
47. INSPECTION OF SUPPLY
48. TESTS FOR QUALITY OF SUPPLY
49. SAMPLES FOR APPROVAL
50. ACTION & COMPENSATION IN CASE OF POOR/NON-COMPLIANT SUPPLY
51. SUSPENSION OF SUPPLY
52. LIMITATION OF LIABILITY
53. GUARANTEE/WARRANTY AND DEFECT LIABILITY PERIOD
54. DEFECTS PRIOR TO TAKING OVER
55. DEFECTS AFTER TAKING OVER
56. DISPOSAL OF SCRAP
57. WATCH & WARD AND LIGHTING
58. REPLACEMENT OF DEFECTIVE PARTS & MATERIALS
59. INDEMNITY

[F] CERTIFICATES AND PAYMENTS:

60. SCHEDULE OF RATES AND PAYMENTS
61. PROCEDURE FOR MEASUREMENT AND BILLING
62. LUMP SUM IN TENDER
63. RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS ADVANCES
64. NOTICES OF CLAIMS FOR ADDITIONAL PAYMENTS
65. PAYMENT OF SUPPLIER'S BILLS
66. RECEIPT FOR PAYMENT

[G] TAXES AND INSURANCE:

67. TAXES AND DUTIES. – GOODS & SERVICE TAX
68. INCOME TAX
69. INSURANCE
70. TRANSIT/CARGO INSURANCE
71. COMPREHENSIVE GENERAL LIABILITY INSURANCE
72. DAMAGE TO PROPERTY OR TO ANY PERSON OR ANY THIRD PARTY

[H] APPLICABLE LAWS AND SETTLEMENT OF DISPUTES:

73. MUTUAL CONSULTATION
74. ARBITRATION
75. JURISDICTION

[I] SAFETY CODES:

76. GENERAL
77. SAFETY REGULATIONS

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	GPC Page 3 of 46	<u>Signature of Bidder</u>
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Preamble

This Section (Section - IV) of the Bidding Documents [named as General Purchase Conditions (GPC)] provides the performance of the Supplier, 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 Purchase Conditions (SPC)] states otherwise as any changes in GPC or any complementary information that may be needed has been shown in SPC. 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/ Suppliers shall be governed by this Tender Documents and Contracts (to be) signed between the Owner and the Supplier 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.

1680 MWp Module Package	<u>Tender No</u> <u>SECI/C&P/OP/11/0001/2022-23</u>	<u>GPC</u> <u>Page 4 of 46</u>	<u>Signature of Bidder</u>
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[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 SPC to make a decision on or to settle any dispute or difference between the Owner and the Supplier.
 - 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 Supplier 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 person so designated by the Owner.
 - 1.1.7 **ARBITRATOR** means the person or persons appointed under the contract by the Owner and the Supplier to make a decision on or to settle any dispute, differences or claims between the Owner and the Supplier and includes the Arbitral Tribunal
 - 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.
 - 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.

1680 MWp Module Package	<p style="text-align: center;">Tender No <u>SECI/C&P/OP/11/0001/2022-23</u></p>	<p style="text-align: center;">GPC Page 5 of 46</p>	<p style="text-align: center;"><u>Signature of Bidder</u></p>
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- 1.1.13 **COLLABORATOR** means the firms/ corporations who has provided technological support to the manufacturer for the detailed Design/establishing production line for the specific Equipment.
- 1.1.14 **COMPANY** means a body incorporated in India under the Indian Companies Act, 1956 or Companies Act, 2013 including any amendment thereto.
- 1.1.15 **CONTRACT** means the Purchase & Service Order signed by the Owner, to which these General Purchase Conditions (GPC) are attached together with all the documents listed in such signed Contract.
- 1.1.16 **SUPPLIER** means the Company or Corporation whose Tender has been accepted by the Owner and includes the Supplier's legal representatives his/ her successors and permitted assigns.
- 1.1.17 **CONTRACT DOCUMENTS** mean collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Purchase & Service Order and agreed variations if any, and such other documents constituting the Tender and acceptance thereof.
- 1.1.18 **SUPPLIER'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 Supplier, but does not include Plant and Equipment, or other things intended to form or forming part of the Facilities.
- 1.1.19 **CONTRACT PRICE** means the firm value of the final quoted price, as a result of e- RA (if applicable), by the successful bidder specified in its financial proposal as the sum of individual contract value of Supply & Services (Supply of goods, F&I, Design, installation etc) as mentioned under the different heads specified in the financial proposal including all the applicable taxes/ Goods & Service taxes.
- 1.1.20 **SUPPLIER'S REPRESENTATIVE** means any person nominated by the Supplier and approved by the Owner to perform the duties delegated by the Supplier.
- 1.1.21 **CONSULTANT** means Techno-Commercial experts who are the consulting engineer to the Owner for this project.
- 1.1.22 **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 supply.
- 1.1.23 **DAY** means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 1.1.24 **DRAWINGS** shall include maps, plans and tracings, supporting documents, specifications or prints or sketches thereof with any modifications approved in writing by the Engineer-in-Charge/Project Manager and such other drawing as may, from time to time, be furnished by the Supplier.
- 1.1.25 **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.
- 1.1.26 **OWNER** means the Company/ Corporation/ Government Entity, named in the **BDS/ SPC**. 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.
- 1.1.27 **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.

1680 MWp Module Package	<p style="text-align: center;"><u>Tender No</u> SECI/C&P/OP/11/0001/2022-23</p>	<p style="text-align: center;">GPC Page 6 of 46</p>	<p style="text-align: center;"><u>Signature of Bidder</u></p>
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- 1.1.28 **EFFECTIVE DATE** means the date of issuance of Purchase & Service Order from which the Time for Supply shall be determined or any other specific date as provided in the Notice to Proceed (NTP), in case the NTP is applicable.
- 1.1.29 **GUARANTEE TEST(S)** means the test(s) specified in the Technical Specifications to be carried out to ascertain whether the supplies or a specified part thereof is able to attain the Functional Guarantees specified in the Technical Specifications.
- 1.1.30 **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..
- 1.1.31 **IEC** means specifications of International Electro-Technical Commission.
- 1.1.32 **INSTALLATION SERVICES** means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided by the Supplier under the Contract; e.g., transportation and provision of marine or other similar insurance (s), inspection, expediting, site preparation supply (including the provision and use of Supplier's Equipment and the supply of all structural and supply materials required), installation including civil and allied supply etc., testing, pre-commissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training of Owner's Personnel etc..
- 1.1.33 **MWp** means Mega-Watt Peak.
- 1.1.34 **MWh** means Mega-Watt Hour.
- 1.1.35 **kWh** shall mean Kilo-Watt-hour.
- 1.1.36 **LANGUAGE FOR DRAWINGS AND INSTRUCTION** All the drawings, titles, notes, instruction, dimensions, etc. shall be in English Language only.
- 1.1.37 **MNRE** means Ministry of New and Renewable Energy, Government of India.
- 1.1.38 **NET-WORTH** shall have same meaning as defined in Company Act 2013 and Amendment, if any.
- 1.1.39 **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.
- 1.1.40 **NTP** means Notice to Proceed subsequent to the placement of Contract. NTP will be issued by the owner within a maximum time frame of 90 days from the date of Contract, failing which the Contract shall stand withdrawn without creating any further liability on either party. In such case EMD/PBG, as applicable submitted by the Supplier shall be released.
- 1.1.41 **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.
- 1.1.42 **SPC** means the Special Purchase Conditions.

1680 MWp Module Package	<p style="text-align: center;">Tender No <u>SECI/C&P/OP/11/0001/2022-23</u></p>	<p style="text-align: center;">GPC Page 7 of 46</p>	<p style="text-align: center;"><u>Signature of Bidder</u></p>
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- 1.1.43 **SECI** means Solar Energy Corporation of India Limited, New Delhi (A Government of India Enterprise) under MNRE.
- 1.1.44 **SITE** means the land and other places upon which the supplies are to be done, and such other land or places as specified in the SPC of the Contract as forming part of the Site.
- 1.1.45 **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 supply or supply to the quantities and qualities of the supply and the materials to be furnished under the Contract for the supply, as may be amplified or modified by the Owner or Engineer-in-Charge/Project Manager during the performance of Contract in order to provide the unforeseen conditions or in the best interests of the supply. It shall also include the latest edition of relevant Standard Specifications including all addenda/ corrigenda published before entering into Contract.
- 1.1.46 **SUB-SUPPLIER** including vendors, means any person to whom supply of any part of the Facilities, including preparation of any design or supply of any Plant and Equipment, is sub-contracted directly or indirectly by the Supplier, and includes its legal successors or permitted assigns.
- 1.1.47 **TENDER/TENDER DOCUMENT/ BIDDING DOCUMENT** means the entire set of documents vide which Owner invite bids for Projects/ Supply/ Facilities that are submitted within a finite deadline by the Bidder.
- 1.1.48 **WEEK** means a period of any consecutive seven days.
- 1.1.49 **SUPPLYING DAY** means any day which is not declared to be holiday or rest day by the Owner.
- 1.1.50 **DEFECT LIABILITY PERIOD** in relation to scope of work means 12 (Twelve) months from the date of delivery of modules at site during which the supplier stands responsible for rectifying all defects/ rejection that may appear in the works executed by the supplier in pursuance of the Contract and includes warranties against any defects covering all materials supplied by the supplier and works executed against workmanship defects.

[B] GENERAL INFORMATIONS

2.1 Location of Site wherein the supply is to be done

The proposed location of Project site(s) will be updated to the supplier during the execution stage.

2.2 Land for Supplier's Field Office and Godown

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

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	GPC Page 8 of 46	<u>Signature of Bidder</u>
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be put up by the Supplier anywhere on the project site. No person except for authorized watchman shall be allowed to stay in the Supplier's area after completion of the day's job without prior written intimation to Engineer-in-Charge/Project Manager.

2.3 Land for Residential Accommodation

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

[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 supply of this nature, together with the names of Owners, location of sites and value of Contract, date of commencement and completion of supply, 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/ Supplier and Owner that, Owner is entering into this agreement solely on its own behalf. 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 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/ Supplier 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

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

5. Right of Owner to Accept or Reject Tender

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 supply for which the Tender had been invited, may be awarded to one Supplier, or split between more than one bidder, in which case the award will be made for only that part of the supply, in respect of which the bid has been accepted. The quoted rates should hold good for such eventualities. Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/ or the prescribed conditions are not fulfilled are liable to be rejected. The Tender containing uncalled for remarks, or any additional conditions are liable to be rejected. Canvassing in connection with

Tenders is strictly prohibited and Tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.

6. Time Schedule & Progress Reporting

- 6.1 The supply shall be executed strictly as per the Time Schedule specified in Section - V, Special Purchase Conditions (SPC). The period of supply given in Time Schedule includes the time required for mobilization as well as testing, rectifications if any, retesting, and completion in all respects to the entire satisfaction of the Engineer-in- Charge.
- 6.2 A joint program of execution of the supply will be prepared by the Supplier 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 supply by the Engineer-in- Charge.
- 6.3 Monthly/ Weekly supply program will be drawn up by the Engineer-in-Charge jointly with the Supplier, based on availability of supply fronts and the joint supply program as per above. The Supplier shall scrupulously adhere to these targets/ programs by deploying adequate personnel, supply tools and tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets/ programs. In all matters concerning the extent of targets set out in the weekly and monthly programs and the degree of achievements the decision of the Engineer-in-Charge will be final and binding on the Supplier.
- 6.4 The Supplier shall monitor progress of all the activities specified in the supply schedule referred in GPC above and submit the progress report to the Project Manager as per the Contract Co-ordination procedure.
- 6.5 If at any time the Supplier's actual progress falls behind the scheduled program, or it becomes apparent that it will so fall behind, the Supplier 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 the Facilities within the Time for Completion. If any extension thereof entitled under GPC, or any extended period as may otherwise be agreed upon between the Owner and the Supplier, Supplier shall submit the revised plan for completion of Facility accordingly.
- 6.6 Maintenance of Records of Progress Review Meeting

The Supplier shall be required to attend all 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 supply, inputs to be provided by Owner, delays, if any and recovery program, specific hindrances to supply and supply instructions by Owner. The minutes of the meetings shall be recorded with the 'Project Manager/ EIC' or his authorized representative.

7. Conflict of Interest and Bidder's Responsibility

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

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	GPC <u>Page 10 of 46</u>	<u>Signature of Bidder</u>
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- (e) A bidder submits more than one bid in this bidding process, either individually [including bid submitted as an agent/ authorized representative on behalf of one or more bidders or through license - licensor route, wherever permitted as per the provision of the Qualification Requirement for the bidders in the Annexure to Bid Data Sheet (BDS)] or as a partner in a Joint Venture/ Consortium, except for alternative offers permitted under Tender. This will result in the disqualification of all such bids; or
- (f) A bidder or any of its Affiliates participated as a consultant in the preparation of the Design or Technical Specification or Detailed Project Report (DPR) of the Plant and Installation of services*/ goods and related services** that are the subject of the bid; or
- (g) A bidder or any of its Affiliate has been hired (or is proposed to be hired) by the Owner as a Project Manager for the Contract

Unquote:

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

8. Retired Government or Company Officers

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 supply as a Supplier 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 Supplier 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 Supplier's service as the case may be.

9. Representatives and Field Management & Controlling regarding delivery of supply**9.1 Project Manager / Engineer- In –Charge (EIC):**

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

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

9.2 Hindrance Register

The Supplier 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.

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	GPC <u>Page 11 of 46</u>	<u>Signature of Bidder</u>
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- 10.2 The bidder shall be deemed to have studied the Drawings (if any), Specifications and details of supply 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.
- 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 Purchase Conditions (GPC), Special Purchase Conditions (SPC), Instructions to Bidders (ITB), Scope of Supply, 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

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

13. Extension of Time for Supply

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

[D] GENERAL OBLIGATIONS

14. Priority of Contract Documents

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

- Contract Agreement/Purchase & Service Order and the appendices, along with the amendments, if any thereto
- Special Purchase Conditions
- General Purchase Conditions

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	GPC <u>Page 12 of 46</u>	Signature of Bidder
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- d) BDS & ITB
- e) Special Technical Conditions on Technical Specifications
- f) Technical Specifications and Drawings
- g) Price Schedules submitted by the Supplier
- h) Other completed Bidding forms submitted with the Bid
- i) 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 e.g. Contract agreement have precedence over SPC.

15. Headings and Marginal Notes

All headings and marginal notes to the clauses of these General Purchase Conditions 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 supply thereof the Contract.

16. Singular and Plural

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

17. Interpretation

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

18. Special Purchase Conditions (SPC)

- 18.1 Special Purchase Conditions shall be read in conjunction with the General Purchase Conditions, Specification of Supply, Drawings, and any other documents forming part of this Contract wherever the context so requires.
- 18.2 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.
- 18.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Purchase Conditions, unless a different intention appears the provisions of the Special Purchase Conditions shall be deemed to over-ride the provisions of the General Purchase Conditions and shall to the extent of such repugnancy, or variations, prevail.
- 18.4 Wherever it is mentioned in the specifications that the Supplier shall perform certain Supply or provide certain facilities, it is understood that the Supplier 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.
- 18.5 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.

19. Time Schedule of Supply

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	GPC Page 13 of 46	<u>Signature of Bidder</u>
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19.1 The general time schedule of supply is given in the Section - V, Special Purchase Conditions (SPC) of the Tender Documents. Supplier should prepare a detailed monthly or weekly supply program. The Supply shall be executed strictly as per the Time Schedule given in the Tender Documents. The period of supply given includes the time required for mobilization testing, rectifications, if any, retesting, and completion in all respects in accordance with Contract Document.

19.2 The Supplier shall submit a detailed Bar chart in MS Projects consisting of adequate number of activities covering various key phases of the Supply such as Design, Procurement, Manufacturing, Shipment. This net supply shall also indicate the intermediate milestones and interface facilities to be provided by the Owner, if any and the dates by which such facilities are needed.

20. Force Majeure

20.1 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, or tornado. {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, quarantine.
- Radioactive contamination or ionizing radiation originating from a source in India or resulting from another Force Majeure Event mentioned above.

20.2 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.
- 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

20.3 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

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	GPC <u>Page 14 of 46</u>	<u>Signature of Bidder</u>
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such Force Majeure shall be treated as suspended during the period which the Force Majeure clause last.

- 20.4 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.
- 20.5 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.
- 20.6 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.
- 20.7 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.
- 20.8 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.
- 20.9 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

21. Liquidated Damages (LD)

- 21.1 Subject to Force Majeure Clause, if the Supplier fails to comply with the Time of Supply or any extension thereof in accordance with timelines as mentioned under the SPC, then the Supplier shall pay to the Owner a sum equivalent to half percent (0.5%) per week of the Contract Price for the whole of the supplies as liquidated damages for such default and not as a penalty, without prejudice to the Owner’s other remedies under the Contract subject to the maximum limit of five percent (05%) of Contract Price for the whole of the supplies. The Owner may, without prejudice to any other method of recovery, deduct the amount of such damages from any amount due or to become due to the Supplier. The payment or deduction of such damages shall not relieve the Supplier from his obligation to complete the Supply, or from any other of his obligations and liabilities under the Contract. Once the maximum limit is reached, Owner may consider the termination of contract and/or shall have the discretion of getting executed the supply from the Supplier with the maximum limit of Liquidated damages. Any such recovery on account of the Liquidated damages can be done from the running bills of the Supplier by Owner.
- 21.2 The Owner shall at its sole discretion upon reaching the maximum LD limit , as an alternative to the Liquidated Damages at its option, get supply executed from elsewhere at the risk and cost of the Supplier irrespective of the fact whether the scope of Contract is identical to the original scope of Contract and in case the Owner chooses the alternative course as mentioned, it will be entitled to recover compensation/ damages from the Supplier irrespective of maximum limit prescribed under Clause 21.1.
- 21.3 The Owner may by giving (01) one-month notice to the Supplier cancel the Contract without prejudice to the Owner’s right under Clauses 21.1 and 21.2 or any other provisions contained in the Contract to determine the Contract and claim damages from the Supplier.

1680 MWp Module Package	<p align="center">Tender No <u>SECI/C&P/OP/11/0001/2022-23</u></p>	<p align="center">GPC <u>Page 15 of 46</u></p>	<p align="center"><u>Signature of Bidder</u></p>
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22. Rights of the Owner to forfeit Contract Performance Security

Whenever any claim against the Supplier for the payment of a sum of money arises out of or under the Contract, the Supplier shall pay to the Owner on demand any balance remaining due to the Owner & Owner shall be entitled to recover such sum by appropriating in part or whole from the Contract Performance Security of the Supplier. In the event of the security being insufficient or if no security has been taken from the Supplier, 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 Supplier.

23. Failure by the Supplier to comply with the provisions of the Contract

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

a) To determine the event in which the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Owner on that behalf, whereupon the Supplier shall stop forthwith any of the Supplier's supply then in progress, except such supply as the Owner may, in writing, require to be done to safeguard any property or supply, or installations from damage.

23.2 In such events of Clause 23.1(a)above.

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

23.3 Before determining the Contract as per Clause 23.1(a) provided in the judgement of the Owner, the default or defaults committed by the Supplier is/ are curable and can be cured by the Supplier if an opportunity given to him, then the Owner may issue Notice in writing calling the Supplier to cure the default within such time specified in the Notice.

23.4 The Owner shall also have the right to proceed or take action as per 23.1(a) above, in the event that the Supplier becomes bankrupt, insolvent, compounds with his creditors, assigns the Contract in favor of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall be necessary for the Owner to give prior notice to the Supplier. Refer clause 26 below for further details on the "termination" of contract pertaining to various contractual situations.

24. Supplier remains liable to pay compensation if

In any case in which any of the powers conferred upon the Owner by Clause 23 thereof shall have become action not taken under clause 23 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 Supplier 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 Supplier for past and future compensation shall remain unaffected.

1680 MWp Module Package	<p style="text-align: center;"><u>Tender No</u> SECI/C&P/OP/11/0001/2022-23</p>	<p style="text-align: center;">GPC Page 16 of 46</p>	<p style="text-align: center;"><u>Signature of Bidder</u></p>
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25. Contract Performance Security

Within 30 (Thirty) days from the issuance of the Contract/Purchase & Service Order from Owner, the successful bidder shall furnish an unconditional and irrevocable Contract Performance Security in accordance with Special Purchase Conditions of the tender. 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 SPC. The Contract Performance Security shall be for an amount equal to specified in Special Purchase Conditions (SPC) towards faithful performance of the contractual obligations, performance of supply and shall cover entire Contract. The validity of Contract Performance Security shall be in conjunction with the provisions mentioned under Section - V, Special Purchase Conditions (SPC).

Bank Guarantee towards Contract Performance Security shall be from any scheduled bank as specified in the List of Banks enclosed at Form F-17, 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 Purchase Conditions (SPC).

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/SPC.

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 Supplier 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 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 Purchase Conditions (SPC) for the additional amount in excess to the original contract value.

Further, any delay beyond 30 (Thirty) days in the submission of performance security 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 Contract & forfeit 100% of EMD if applicable, in case Contract Performance Security is not submitted within 45 (Forty-five) days from issuance of CONTRACT. However, total project completion period shall remain same. Part Security shall not be accepted. The Zero Date shall be counted from the date of Contract or NTP whichever is later.

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	GPC <u>Page 17 of 46</u>	<u>Signature of Bidder</u>
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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).

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 thereof. No interest shall be payable by the Owner for sum deposited as Contract Performance Security.

26. Termination of contract

26.1 Termination for Owner’s Convenience

26.1.1 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 26.1.

26.1.2 Upon receipt of the notice of termination under GPC Sub-Clause 26.1.1, 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 26.1.3,
 - (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.

26.1.3 In the event of termination of the Contract under GPC Sub-Clause 26.1.1, the Owner shall pay to the Supplier the following amounts:

1680 MWp Module Package	<p style="text-align: center;">Tender No <u>SECI/C&P/OP/11/0001/2022-23</u></p>	<p style="text-align: center;">GPC <u>Page 18 of 46</u></p>	<p style="text-align: center;"><u>Signature of Bidder</u></p>
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- (a) the Contract Price, properly attributable to the supplies executed by the Supplier as of the date of termination
- (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 26.1.2

26.2 Termination for Supplier's Default

26.2.1 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.

26.2.2 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 26.2:

- (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 26.2.1.
- (c) if the Supplier, in the judgment of the Owner has engaged in Fraud and Corruption in competing for or in executing the Contract.

26.2.3 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,

1680 MWp Module Package	<p style="text-align: center;">Tender No <u>SECI/C&P/OP/11/0001/2022-23</u></p>	<p style="text-align: center;">GPC <u>Page 19 of 46</u></p>	<p style="text-align: center;"><u>Signature of Bidder</u></p>
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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 26.2.

26.2.4 Upon receipt of the notice of termination under GPC Sub-Clauses 26.2.2 or 26.2.3, 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.

26.2.5 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.

26.2.6 Subject to GPC Sub-Clause 26.2.7, 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 26.2.4. 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.

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

If the sum that the Supplier is entitled to be paid, pursuant to GPC Sub-Clause 26.2.6, 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 26.2.6, 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 26.2.6, 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.

1680 MWp Module Package	<p style="text-align: center;">Tender No <u>SECI/C&P/OP/11/0001/2022-23</u></p>	<p style="text-align: center;">GPC Page 20 of 46</p>	<p style="text-align: center;"><u>Signature of Bidder</u></p>
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27. 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.

28. Owner not bound by Personal Representations

The Supplier 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.

29. Supplier's office & Vehicle requirement for Mobility at site during supply

The Supplier shall provide and maintain an office at 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. The Supplier shall make provisions and arrangements at site locations for temporary office (Portacabin) including all basic amenities having electricity, furniture, Air Conditioning, Sanitation, toilet facilities, etc. at his own cost on behalf & purpose of the Owner and his staff and shall get the clearance of local authorities for setting up/supply of such facilities. Bidders are required to consider all such temporary office supply cost into his account, while bidding. These facilities shall be provided till the final handing over of the supply to the Owner. The Supplier shall ensure that the area is kept clean and sanitary conditions are maintained as laid down by the local authorities controlling the area.

Further Supplier shall also provide & ensure availability of required Vehicle (Preferably SUV Segment Vehicles requiring Off Roding) with driver and fuel/Maintenance/Consumables etc. for the purpose of Mobility in and around the site for official purposes for the Owner & its staff. The vehicle as mentioned is to be provided during project supply and inspection by SECI as per requirement, failing which SECI shall have full right for alternate arrangement at the risk & cost of the Supplier

30. Supplier's Subordinate Staff and their Conduct

30.1 The Supplier, on or after award of the Supply shall name and depute a qualified Engineer having sufficient experience in carrying out supply of similar nature, to whom the equipment, materials, if any, shall be issued and instructions for supply given. The Supplier shall also provide sufficient and qualified staff to superintend the execution of the Supply, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types of supply contained in the Contract in such manner as will ensure supply of the best quality, expeditious supplying. 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 Supplier without additional charge on accounts thereof. The Supplier shall ensure that Sub-Suppliers, if any, shall provide competent and efficient supervision, over the supply entrusted to them.

30.2 If and whenever any of the Supplier's or Sub-Supplier'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 supply, the Supplier, shall at once remove such person or persons from employment thereon. Any person or persons so removed shall not again be employed in connection with the Supply. Any person so removed shall be immediately replaced at the expense of the Supplier by a qualified and competent substitute. Should the Supplier be requested to

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	GPC <u>Page 21 of 46</u>	<u>Signature of Bidder</u>
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repatriate any person removed from the supply he shall do so and shall bear all costs in connection herewith.

- 30.3 The Supplier 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 Supplier 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 Supplier shall be responsible therefore and relieve the Owner of all consequent claims or actions for damages or injury or any other grounds whatsoever. The Supplier shall be liable for any liability to Owner on account of deployment of Supplier's staff etc. or incidental or arising out of the execution of Contract. The Supplier 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 supply or during their employment, which are connected directly or indirectly with the Contract.
- 30.4 If and when required by the Owner and Supplier'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. Supplier may be required to obtain daily entry passes for his Staff/ Employees to supply within operating areas. These being safety requirements, no relaxations on this account shall be given to Supplier.
- 30.5 Supplier shall at all times provide Owner access to site and office during supply and also provide them with any data/ information sought for.

31. Sub-letting of supplies

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 Supplier 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 supplies etc.

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

ii) List of Sub-Suppliers to be supplied

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

iii) Supplier's Liability not Limited by Sub-Suppliers

Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the Engineer-in-Charge/Project Manager shall have received copies of any Subcontracts, the Supplier 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 supply had been done directly by the Supplier. The Supplier shall bear all responsibility for any act or omission on the part of sub-Suppliers in regard to supply to be performed under the Contract.

iv) No Remedy for Action Taken under this Clause

1680 MWp Module Package	<p style="text-align: center;">Tender No <u>SECI/C&P/OP/11/0001/2022-23</u></p>	<p style="text-align: center;">GPC <u>Page 22 of 46</u></p>	<p style="text-align: center;"><u>Signature of Bidder</u></p>
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No action taken by the Owner under the clause shall relieve the Supplier 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-Supplier(s) from the site.

v) Termination/ Cancellation of Contract

Owner is nowhere liable for the communication, acts and deeds and performance of the sub-Supplier as engaged by the principal Supplier. Principal Supplier 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 supply, Owner may take a final decision to terminate the contract of the principal Supplier which will be binding and non-revertible and henceforth no plea in this regard shall be entertained.

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

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

viii) 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.

ix) 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.

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

32. Supplier's responsibility

The Supplier shall supply the Goods perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advance technology and safe methods. The Supplier shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Owner and shall at all times support and safeguard the Owner's legitimate interests in any dealings with Sub-bidder or third parties.

33. Notice

33.1 To the Supplier

Any notice hereunder may be served on the Supplier 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

1680 MWp Module Package	<p align="center">Tender No <u>SECI/C&P/OP/11/0001/2022-23</u></p>	<p align="center">GPC <u>Page 23 of 46</u></p>	<p align="center"><u>Signature of Bidder</u></p>
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postal, facsimile or e-mail address or addresses for receipt of such notices by ten (10) days' notice to the other party in writing.

33.2 To the Owner

Any notice to be given to the Owner under the terms of the Supplier 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.

34. Patents and Royalties

34.1 The copyright in all drawings, documents and other materials containing data and information furnished to the Owner by the Supplier herein shall remain vested in the Supplier or, if they are furnished to the Owner directly or through the Supplier 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.

The Supplier 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 Supplier, 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 Supplier is not licensed then the Supplier 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 Supplier fails to pay any such royalty or obtain any such license, any suit for infringement of such patents which is brought against the Supplier or the Owner as a result such failure will be defended by the Supplier at his own expense and the Supplier will pay any damages and costs awarded in such suit. The Supplier shall promptly notify the Owner if the Supplier 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 Supplier 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 Supplier or his employee in or as result of the performance of the Supply under the Contract.

34.2 All charges on account of royalty, toilage, rent or any other levy on materials obtained for the supply or temporary supply or part thereof (excluding materials provided by the Owner, if any) shall be borne by the Supplier.

34.3 The Supplier 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 Supply or any building or produce upon the site at the time of delivery of the possession thereof, but all such substances, materials, buildings and produce shall be the property of the Owner provided that the Supplier use the same for the purpose of the supply.

34.4 The copyright in all drawings, documents and other materials containing data and information furnished to the Owner by the Supplier herein shall remain vested in the Supplier or, if they are furnished to the Owner directly or through the Supplier 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.

34.5 The Owner and the Supplier 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 Supplier may furnish to its Sub-Supplier(s) such documents, data, and other information it receives from the Owner to the extent required for the Sub-Supplier(s) to perform its supply under the Contract, in which event the Supplier shall obtain from such Sub-Supplier(s) an undertaking of confidentiality similar to that imposed on the Supplier under this clause.

34.6 The Owner shall not use such documents, data and other information received from the Supplier for any purpose. Similarly, the Supplier 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, supply or such other supply and services as are required for the Performance of the Contract.

- The obligation of a party under GPC Sub-Clauses 34.5 and 34.6 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.

35. Delays by Owner or his Authorized representatives

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

35.2 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 Supplier to maintain the agreed Time Schedule of supply. In such an event the Supplier shall be obliged for supplying beyond stipulated supplying hours as also Sundays and Holidays and achieve the completion date of supply.

36. No Waiver of Rights

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 Supply 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.

37. 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

1680 MWp Module Package	<p style="text-align: center;">Tender No <u>SECI/C&P/OP/11/0001/2022-23</u></p>	<p style="text-align: center;">GPC <u>Page 25 of 46</u></p>	<p style="text-align: center;"><u>Signature of Bidder</u></p>
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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 supply will be provided by the Supplier in the English language only.

38. Release of Confidential Information

- 38.1 The Supplier shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Supply under this Contract or description of the site dimensions, quantity, quality or other information, concerning the Supply unless prior written permission has been obtained from the Owner.
- 38.2 The Owner and the Supplier 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 Supplier may furnish to its Sub Supplier(s) such documents, data and other information it receives from the Owner to the extent required for the Sub Supplier(s) to perform its supply under the Contract, in which event the Supplier shall obtain from such Sub Supplier(s) an undertaking of confidentiality similar to that imposed on the Supplier.
- 38.3 The Owner shall not use such documents, data and other information received from the Supplier for any purpose. Similarly, the Supplier 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, supply or such other supply and services as are required for the Performance of the Contract.
- 38.4 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.
- 38.5 The above provisions of this GPC 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.
- 38.6 The provisions of this GPC Clause 38 shall survive termination, for whatever reason, of the Contract.

39. Completion of Contract

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 Purchase Conditions (SPC).

[E] PERFORMANCE OF SUPPLY

40. Execution of Supply

- 40.1 All the Supply shall be executed in strict conformity with the provisions of the Contract Documents and with such explanatory detailed drawings, specification and instructions as may be furnished from time to time by the Supplier whether mentioned in the Contract or not. The Supplier shall be responsible for ensuring that supply throughout is executed in the most substantial, proper, and workmanlike manner with the quality of material in strict accordance with the Specifications.

1680 MWp Module Package	<p style="text-align: center;">Tender No <u>SECI/C&P/OP/11/0001/2022-23</u></p>	<p style="text-align: center;">GPC <u>Page 26 of 46</u></p>	<p style="text-align: center;"><u>Signature of Bidder</u></p>
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- 40.2 All materials shall be brand new & of the best quality and supplies 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.
- 40.3 The Supplier shall arrange for transportation, loading & unloading, local sifting, EAR insurance and safe storage of materials at project site at his own cost & risk.
- 40.4 If the Supplier 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 Supplier should comply with one consistent set of Standards only to make the system compatible and supply in harmony as far as possible, except if mentioned otherwise.

41. Supply in Monsoon and Dewatering

- 41.1 Unless otherwise specified elsewhere in the tender, the execution of the Supply may entail supplying in the monsoon also. The Supplier must maintain a minimum work force as may be required for the job and plan and execute the supply according to the prescribed schedule. No extra rate will be considered for such supply in monsoon.
- 41.2 During monsoon and other period, it shall be the responsibility of the Supplier to bear all the extra cost incurred for completing the supply as per the schedule.

42. Change in Laws and Regulations

If, after the date seven (7) days prior to the date of Bid submission, any Law, Regulation, Ordinance, Order or Bye-law having the force of Law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the Competent Authorities) that subsequently affects the costs and expenses of the Supplier and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Supplier has thereby been affected in the Performance of any of its obligations under the Contract. Supplier shall promptly and within 15 days of such enactment coming into force, forward relevant supporting documents to Owner.

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

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 on account of default of the supplier shall be solely to the Supplier's account and any such decrease shall be passed on to Owner.

The term Change in Law shall refer to the occurrence of any of the following events pertaining to this supply only after the date seven (7) days prior to the date of Bid submission, 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.

However, Change in Law shall not include (i) any change in taxes on corporate income or (ii) any

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	GPC Page 27 of 46	Signature of Bidder
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change in any withholding tax on income or dividends distributed to the shareholders of the Supplier, or (iii) any change on account of regulatory measures by the Appropriate Commission.

43. Design and Engineering

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

43.2 Specifications

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

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

43.3 Codes and Standards

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

43.3.2 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 Supplier with its approval endorsed thereon or shall notify the Supplier in writing of its disapproval thereof and the reasons therefor and the modifications that the Project Manager proposes.

43.3.3 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.

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

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

43.3.6 If any dispute or difference occurs between the Owner and the Supplier 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 GPC Clause (Settlement of Dispute) hereof. If such dispute or difference is referred as per GPC clause, the Project Manager shall give instructions as to whether and if so, how, Performance of the Contract is to proceed. The Supplier shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Arbitration upholds the Supplier's view on the dispute, then the Supplier shall be reimbursed by the

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	GPC <u>Page 28 of 46</u>	<u>Signature of Bidder</u>
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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.

43.3.7 The Project Manager's approval, with or without modification of the document furnished by the Supplier, shall not relieve the Supplier 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.

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

43.3.9 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 Supplier if the change is not causing any major financial impact.

44. Materials to be supplied by Supplier

44.1 Plant and Equipment

The Supplier shall procure and transport all the supplies asked as per the Scope of Supply in an expeditious and orderly manner to the Site to achieve completion of activities.

44.2 Transportation

44.2.1 The Supplier shall ensure that all the supplies are properly dispatched. The Supplier shall at its own risk and expense transport all the supplies and the Supplier's Equipment to the Site by the mode of transport that the Supplier judges most suitable under all the circumstances. Supplier shall be responsible to assess in advance suitability of access roads, bridges, culverts, etc. for transportation of ODC shipments, if any and arrange to transport them accordingly.

In case, the Supplier decides to transport the Goods by road within Owner's country, then such Goods must necessarily be transported through a registered common carrier as per Carriage by Road Rules 2011 of Central Government of India.

44.3 Packing and Marking

The Supplier shall be responsible for securely protecting and packing the supplies as per prescribed standards in force to withstand the journey and ensuring safety of materials and 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 good's 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.

To import any items (if applicable), from any other state in India, Supplier 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. Supplier shall take necessary insurances to ensure safe transit & consequential risks. All packing material is the property of the Owner and shall be immediately taken into the safe storage.

44.4 Storage of supplies

1680 MWp Module Package	<p align="center">Tender No <u>SECI/C&P/OP/11/0001/2022-23</u></p>	<p align="center">GPC Page 29 of 46</p>	<p align="center"><u>Signature of Bidder</u></p>
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The supplies thus procured under the scope of the contract must be kept in safe custody till put under operation, essentially free from water contact. Supplier 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 Supplier shall procure and provide within the Value of Contract the whole of the materials required for the supply including steels, cement and other building materials, tools, tackles, supply plant and equipment for the completion and maintenance of the Supply 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 Supplier but 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.

- 44.5 The Supplier 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 supply. The Supplier shall maintain sufficient stocks of all materials required by him including commissioning spares.

45. Discrepancies between Instructions

Should any discrepancy occur between the various instructions furnished to the Supplier, his representative or staff or any doubt arises as to the meaning of any such instructions or should there be any misunderstanding between the Supplier's staff and the Engineer-in-Charge/Project Manager's staff, the Supplier 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.

46. Action where no Specification is issued

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

47. Inspection of Supply

- 47.1 The Engineer-in-Charge/Project Manager will have full power and authority to inspect the Supply at any time wherever in progress either on the Site or at the Supplier's premises/ workshops wherever situated, premises/ workshops of any person, firm or corporation where Supply in connection with the Contract may be in hand or where materials are being or are to be supplied, and the Supplier shall afford or procure for the Engineer-in-Charge/Project Manager every facility and assistance to carry out such inspection. The Supplier shall, at all times 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 Supply shall have been given to the Supplier, 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 Supplier's representative shall be considered to have the same force as if they had been given to the Supplier himself. The Supplier 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 supply 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 Supplier on account of pre-occupation and other site exigencies.

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	GPC <u>Page 30 of 46</u>	<u>Signature of Bidder</u>
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In the event of breach of above the same shall be uncovered at Supplier's expense for carrying out such measurement or inspection.

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

48. Tests for Quality of Supply

- 48.1 All supplies 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 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 Supplier. 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 Supplier. A minimum of 07 (Days) notice shall be given by the Supplier for witnessing such inspection at the supply

The Supplier 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.

- 48.2 All the tests that will be necessary in connection with the execution of the Supply 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 Supplier at Government or any other accredited testing laboratory.
- 48.3 If any tests are required to be carried out in conjunction with the Supply or materials or workmanship not supplied by the Supplier, such tests shall be carried out by the Supplier and cost of such tests shall be reimbursed by the Owner.

49. Samples for Approval

In case of requirement, the Supplier 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 Supply. Such samples shall be submitted before the Supply is commenced and in ample time to permit tests and examinations thereof. All materials furnished and finishes applied in actual Supply shall be fully equal to the approved samples.

50. Action and Compensation in case of Poor/Non-compliant Supply

- 50.1 If, against documentary proofs, is established that any supply has been executed with unsound, imperfect supplies, or with materials of any inferior description, or that any materials or articles provided by the Supplier for the execution of the Supply are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the Contract, the Supplier shall on demand in writing from the Engineer-in-Charge/Project Manager or his authorized representative specifying the

1680 MWp Module Package	<p align="center">Tender No <u>SECI/C&P/OP/11/0001/2022-23</u></p>	<p align="center">GPC <u>Page 31 of 46</u></p>	<p align="center"><u>Signature of Bidder</u></p>
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Supply, 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 Supply 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 Supply 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 Supplier. 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 supply by Supplier.

50.2 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,

51. Suspension of Supply

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

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

52. Limitation of Liability

Except in cases of criminal negligence or wilful misconduct,

(a) Neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Owner and

(b) The aggregate liability of the either party to the other party, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Value, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Owner with respect to patent infringement.

Notwithstanding anything contained hereinabove, the aggregate liability of the Owner to the Supplier shall not exceed the Total Contract Value, less payments already released to the Supplier, if any.

53.1 Guarantee/ Warranty

Supplier needs to ensure following Guarantees/ Warrantees to the best possible extent for the successful execution of the Contract. Subsequently, necessary Guarantee/ Warranty Certificate shall be produced by the Supplier.

Guarantee/ Warranty as defined under Section VII, Scope of supply and technical specifications will prevail in this clause.

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	GPC <u>Page 32 of 46</u>	<u>Signature of Bidder</u>
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The Supplier must ensure that the goods supplied under the Contract are new, unused and of most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

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

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

At the end of warranty/ guarantee period, the Supplier’s liability shall cease subjected to fulfillment of its liability under GPC Clause 53.2 (Defect Liability Period). In respect of goods not mentioned for the warranty/ guarantee in “Technical Specifications”, the Owner shall be entitled to the benefit of such guarantee given to the Supplier by the original Supplier or manufacturer of such goods e.g., Performance guarantee for 25 yrs. for modules, etc.

53.2 Defects Liability Period

[12 (Twelve) Months Period of Liability from the date of material delivery at site]

53.2.1 The Supplier must warrant that the supplies shall be free from any defects.

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

53.2.3 The Defect Liability Period is the date from material delivery at site, during which the Supplier must repair/replace any defect identified by the Project Manager / EIC. All the expenses to repair the defects shall be borne by the Supplier and no additional cost charged to the Owner.

53.2.4 If during the Defect Liability Period any defect should be found in the supplies or of the work executed by the Supplier, the Supplier shall promptly, in consultation and agreement with the Owner regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the supplies caused by such defect.

53.2.5 Furthermore, without prejudice to the generality of the foregoing, it is clarified that the Supplier shall also be responsible for the repair, replacement or making good of any defect, or of any damage to the supplies.

53.2.6 The Supplier may, with the consent of the Owner, remove any supplies that are defective from the Site, if the nature of the defect and/or any damage to the supplies caused by the defect is such that repairs cannot be expeditiously carried out at the Site.

1680 MWp Module Package	<p align="center">Tender No <u>SECI/C&P/OP/11/0001/2022-23</u></p>	<p align="center">GPC <u>Page 33 of 46</u></p>	<p align="center"><u>Signature of Bidder</u></p>
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- 53.2.7 If the repair, replacement or making good is of such a nature that it may affect the efficiency of the Facilities or any part thereof, the Owner may give to the Supplier a notice requiring that tests of the defective part of the Facilities shall be made by the Supplier immediately upon completion of such remedial work, whereupon the Supplier shall carry out such tests.
- 53.2.8 If such part fails the tests, the Supplier shall carry out further repair, replacement or making good (as the case may be) until that part of the Facilities passes such tests. The tests, in character, shall in any case be not inferior to what has already been agreed upon by the Owner and the Supplier for the original equipment/part of the Facilities.
- 53.2.9 If the Supplier fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than seven (7) days), the Owner may, following a notice to the Supplier, proceed to do such work, and the costs incurred by the Owner in connection therewith shall be paid to the Owner by the Supplier or may be deducted by the Owner from any monies due to the Supplier, without prejudice to other rights, which the Owner may have against the Supplier in respect of such defects.
- 53.2.10 If the Facilities or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by the Owner because of any of the aforesaid reasons. Upon correction of the defects in the Facilities or any part thereof by repair/replacement, such repair/replacement shall have the defect liability period of twelve (12) months from such replacement.
- 53.2.11 In addition, the Supplier shall also provide an extended warranty for any such component of the Facilities and for the period of time. Such obligation shall be in addition to the defect liability specified.
- 53.2.12 The Supplier's liability under this contract for any reason, what so ever, shall be limited to the total Contract Price (Including GST etc)

54. Defects Prior to Taking Over

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

- a) Decide that any supply done or materials used by the Supplier or by any Sub-Supplier is defective or not in accordance with the Contract, or that the supply or any portion thereof are defective, or do not fulfill the requirements of Contract (all such matters being hereinafter, called 'Defects' in this clause), and
- b) As soon as reasonably practicable, gives to the Supplier notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the Supplier shall at his own expenses and with all speed make good the defects so specified.

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

1680 MWp Module Package	<p align="center">Tender No <u>SECI/C&P/OP/11/0001/2022-23</u></p>	<p align="center">GPC <u>Page 34 of 46</u></p>	<p align="center"><u>Signature of Bidder</u></p>
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55. Defects after Taking Over (If applicable)

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

56. Disposal of Scrap

The term 'Scrap' shall refer to scrap/ waste/ remnants arising out of the unpacking of equipment, supply debris, breakage of modules, fabrication of structural steel supply and piping supply 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 Supplier 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 Supplier for the items supplied by the Supplier and issued by Owner under this contract for installation and supply without any additional cost to the Owner. The removal of scrap shall be subject to the due approval of Owner & Supplier 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 Supplier.

The Supplier shall also indemnify to keep the Owner harmless from any act of omission or negligence on the part of the Supplier in following the statutory requirements with regard to removal/disposal of scrap. The undertaking shall be furnished by Supplier 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 Supplier, the same shall be obtained by the Supplier on behalf of the Owner.

In case, the scrap is generated against the free issue material supplied by the Owner, the Supplier 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.

57. Watch & Ward and Lighting

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

58. Replacement of Defective Parts and Materials

If during the progress of the Supply, Owner shall decide and inform in writing to the Supplier, that the Supplier has manufactured any supplies or part of the supplies unsound or imperfect or has furnished supplies inferior to the quality specified, the Supplier 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-

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	GPC <u>Page 35 of 46</u>	Signature of Bidder
-------------------------	--	------------------------------------	----------------------------

construct or remove such supply and furnish fresh equipment's up to the standards of the specifications.

In case the Supplier fails to do so, Owner may on giving the Supplier 07 (Seven) day notice in writing of his intentions to do so, proceed to remove the portion of the Supply so complained of and at the cost of Supplier's, perform all such supply 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.

59. Indemnity

59.1 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 Supplier 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 Supplier, his agents, representatives or his Sub-Supplier's, or in connection with any claim based on lawful demands of Sub-Supplier's workmen suppliers or employees, the Supplier, 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.

59.2 The Supplier shall, at its own expense, defend and indemnify the Owner against all third-party claims of infringement of Intellectual Property Rights, including patent, trade mark, copy right, trade secret or industrial design rules arising from use of the products or any part thereof.

The Supplier shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. The Owner shall not pay any compensation to a third party resulting from such infringement and the Supplier shall be fully responsible for the same, including all expenses and court and legal fees.

The Owner will give notice to the Supplier of any such claim without delay, shall provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit any liability for or express any intent to settle the claim.

Final payment to the Supplier by the Owner will not be made.

59.2 The Supplier shall supply the Goods perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advance technology and safe methods. The Supplier shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Owner and shall at all times support and safeguard the Owner's legitimate interests in any dealings with Sub-bidder or third parties.

[F] CERTIFICATES AND PAYMENTS

60. Schedule of Rates and Payments

60.1 Supplier's Remuneration

For this Contracts, the billing procedure will follow as per the prescribed payment terms as defined in Special Purchase Conditions (SPC). The price to be paid by the Owner to Supplier for the whole of the Supply to be done and for the performance of all the obligations undertaken by the Supplier under the Contract Documents shall be ascertained by the application of the respective Schedule

1680 MWp Module Package	<p style="text-align: center;">Tender No <u>SECI/C&P/OP/11/0001/2022-23</u></p>	<p style="text-align: center;">GPC <u>Page 36 of 46</u></p>	<p style="text-align: center;"><u>Signature of Bidder</u></p>
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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 Supply 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 Supplier under the Contract and no further or other payment whatsoever shall be or become due or payable to the Supplier under the Contract.

60.2 Schedule of Rates to be Inclusive

The prices quoted by the Supplier 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 Supply to the Owner by the Supplier. The Supplier shall be deemed to have known the nature, scope, magnitude and the extent of the Supply 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 supply and materials as may be reasonable and necessary to complete the Supply. 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 Supplier shall do or perform a supply 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.

60.3 Schedule of Rates to Cover Supply, Materials 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 supply equipment, temporary Supply (except as provided for herein), materials, insurance, consumables, stores and appliances to be supplied by the Supplier and all other matters in connection with each item in the Schedule of Rates and the execution of the Supply 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.

60.4 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 Supply, also all Royalties, Rents and other payments in connection with obtaining materials of whatsoever kind for the Supply and shall include an Indemnity to the Owner which the Supplier hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the Supply 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 Supply shall be borne by the Supplier.

60.5 Schedule of Rates to Cover GST/Applicable taxes

No exemption or reduction of Duties, Goods & Service Tax (GST) on Supply 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 Supplier shall also obtain and pay for all permits or other privileges necessary to complete the Supply.

60.6 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 Supplier's conduct of Supply which occur from any causes including orders of

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	GPC <u>Page 37 of 46</u>	<u>Signature of Bidder</u>
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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.

60.7 Schedule of Rates Cannot be altered

- (a) For this Contracts, the 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 supply. The final payment outlay or total cost of the project will be limited to the total value of the Contract. Any kind of variations related to Total Contract Value shall be to Supplier's account. The payment will be made according to the Supply carried out, for which purpose an item wise, or supply wise Schedule of Rates shall be furnished, suitable for evaluating the value of Supply 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 supply 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 Supplier and agreed to by the Owner and cannot be altered.

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

61. Procedure for Measurement and Billing

61.1 Billing Procedure

Following procedures shall be adopted for billing of supply executed by the Supplier.

- 61.1.1 For this Contracts, the billing procedure will follow as per the prescribed payment terms as defined in Special Purchase Conditions (SPC).
- 61.1.2 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 Owner. Owner shall scrutinize and check the measurements recorded on the sheets and shall certify correctness of the same on the measurement sheets.
- 61.1.3 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 Supplier as per the defined payment terms.
- 61.1.4 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.
- 61.1.5 Measurements shall be recorded as per the methods of measurement spelt out in Contract Document.

61.2 Rounding-Off of Amounts

1680 MWp Module Package	<u>Tender No</u> <u>SECI/C&P/OP/11/0001/2022-23</u>	<u>GPC</u> <u>Page 38 of 46</u>	<u>Signature of Bidder</u>
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In calculating the amount of each item due to the Supplier 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.

62. 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.

63. 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 Supply actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled supply 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 Supplier, 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 Supplier within 01 (One) Month of the date of the final acceptance of the Supply; otherwise, the Engineer-in-Charge/Project Manager's measurement and of total amount payable for the Supply accordingly shall be final and binding on all parties

64. Notice of Claims for Additional Payments

64.1 Should the Supplier consider that he is entitled to any extra payment for any extra/ additional Supply or Material change in original Specifications carried out by him in respect of Supply 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 Supplier 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 Supplier 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 Supplier 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.

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

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

65. Payment of Supplier's Bill

65.1 Payment due to the Supplier 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 Supplier. In no case, will Owner be responsible if the cheque is mislaid or misappropriated by unauthorized person/

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	GPC <u>Page 39 of 46</u>	Signature of Bidder
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persons. In all cases, the Supplier shall present his bill duly pre-receipted on proper revenue stamp & payment shall be made in Indian Currency only.

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

66. Receipt for Payment

Receipt for payment made on account of supply when executed by a company, must be signed by a person holding due power of attorney in this respect on behalf of the Supplier, except when the Suppliers 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.

[G] TAXES AND INSURANCE

67. Taxes & Duties – Goods & Service Tax

67.1 Except as otherwise specifically provided in the Contract, the Supplier shall bear and pay all taxes, duties, levies and charges assessed on the Supplier, its Sub-Supplier 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.

67.2 The Owner shall bear and pay/reimburse to the Supplier Goods and Services Tax (GST) applicable on: (a) Plant and Equipment (including Type Test Charges) and 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) Installation Services including Erection, Civil & Allied Supply and other services. However, all other taxes, duties & levies as may be applicable on goods and services specified in under the contract and on the materials used for civil supply and erection & commissioning shall be to the Supplier's account and no separate claim in this regard will be entertained by the Owner. Notwithstanding anything to contrary contained in the Contract, the Supplier'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 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, Supplier shall be liable to pay any penalty/demand raised on Owner due to default by Supplier, and the same shall be recovered/Supplier shall make good the loss. The Supplier 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.

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

67.4 The Supplier 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

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	GPC <u>Page 40 of 46</u>	Signature of Bidder
-------------------------	--	------------------------------------	----------------------------

respect of Supply 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 Supplier and the Supplier shall be responsible for the compliance of all Sub-Suppliers, with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority.

Supplier 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 Supplier or Sub-Supplier of such laws, suits or proceedings that may be brought against the Owner arising under, growing out of, or by reason of the supply 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.

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

67.6 Goods & Service Tax (GST) [applicable for both Centre and state] and other levies [if any] payable by the Supplier 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.

68. 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 Supplier. For this purpose, the Supplier 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 Supplier 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, Supplier/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 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 Supplier/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 Supplier/Supplier makes a default in following the agreed procedure. Supplier/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, Supplier/Supplier shall be liable to pay the amount which may be imposed on Owner due to such default. Supplier/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.

69. Insurance

1680 MWp Module Package	<p align="center">Tender No <u>SECI/C&P/OP/11/0001/2022-23</u></p>	<p align="center">GPC <u>Page 41 of 46</u></p>	<p align="center"><u>Signature of Bidder</u></p>
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- 69.1 To the extent specified in the Contract Agreement, the Supplier 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.
- 69.2 During the Contract period all insurance related expenses shall be borne by the Supplier. The goods supplied under the Contract shall be fully insured against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in such a manner that Owner shall not incur any financial loss, as long as the supply continues to remain under the custody of the Supplier.
- 69.3 In case of any loss or damage or pilferage or theft or fire accident or combination of the said incidents etc. under the coverage of insurance, the Supplier 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 Supplier.
- 69.4 The Supplier 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 Supplier.
- 69.5 In case of any delay of the project attributable to the Supplier, the Supplier himself in consultation with Owner shall take the extension of insurance. Any financial implications shall be borne by the Supplier.
- 69.6 The Supplier should arrange for providing insurance coverage to its workmen under Workmen's Compensation Act or similar Rules and Acts as applicable during execution of supply for covering risk against any mishap to its workmen. The Supplier 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.
- 69.7 All other insurance like – transit insurance (Marine/ Cargo/ others as applicable), workmen compensation, fire, third party liability, insurance against theft, Supplier's Equipment's, machinery breakdown policy & Environmental risk insurance of the Plant shall be in the Supplier's scope & shall borne by the Supplier.
- 69.8 Owner shall be named as co – insured under all insurance policies taken out by the Supplier, 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.
- 69.9 The insurance is to be suitably taken for the activity/ act which is required to cover all the risks associated to the activity / act. The Supplier shall be responsible to take suitable insurance till the completion of the contract and indemnify the Owner from all associated risks whatsoever.
- 69.10 The Supplier shall be responsible to take suitable insurance(s) and claim management during and till the completion of the contract and indemnify the Owner from all associated risks whatsoever.

70. Transit/Cargo Insurance

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

1680 MWp Module Package	<p align="center">Tender No <u>SECI/C&P/OP/11/0001/2022-23</u></p>	<p align="center">GPC <u>Page 42 of 46</u></p>	<p align="center"><u>Signature of Bidder</u></p>
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Covering loss or damage occurring, while in transit from the supplier's or manufacturer's supply or stores until arrival at the Site, to the Facilities (including spare parts therefor) and to the supply equipment to be provided by the Supplier or its Sub Suppliers.

Amount	Deductible Limits	Parties Insured	From	To
110% of the Ex-works value of supply	Nil	Supplier & Owner	Warehouse	Warehouse + 60 Days

71. Comprehensive General Liability Insurance

a) This insurance shall protect the Supplier 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 Supplier, his agents, his employees, his representatives, and Sub-Supplier's or from riots, strikes and civil commotion.

b) Supplier 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 Supplier) and also cover the risk of damage to others materials/ equipment/ properties during supply.

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

d) The Supplier 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 supply.

e) The Supplier shall take out insurance policy in the joint name of Owner and Supplier 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 Supplier must secure and keep in force must be complied with, Supplier shall at all times be free to obtain additional or increased coverages at Supplier's sole expenses.

72. Damage to Property or to any Person or any Third Party

72.1 Supplier 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 supply of the Owner, if such loss or damage is due to fault and/ or the negligence or willful acts or omission of the Supplier, his employees, agents, representatives or Sub-Suppliers.

72.2 The Supplier shall take sufficient care in moving his plants, equipment and materials from one place to another so that they do not cause any damage to any person or to the property of the 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 Supplier. Third party liability risk shall be INR 1 (One) Lakh for single accident and limited to INR 10 (Ten) Lakhs.

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

[H] APPLICABLE LAWS & SETTLEMENT OF DISPUTES

73. 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.

74. 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.
- 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.

1680 MWp Module Package	<p style="text-align: center;">Tender No <u>SECI/C&P/OP/11/0001/2022-23</u></p>	<p style="text-align: center;">GPC <u>Page 44 of 46</u></p>	<p style="text-align: center;"><u>Signature of Bidder</u></p>
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- 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.
- 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.

75. 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.

[I] SAFETY CODES

76. General

1680 MWp Module Package	<p style="text-align: center;">Tender No <u>SECI/C&P/OP/11/0001/2022-23</u></p>	<p style="text-align: center;">GPC <u>Page 45 of 46</u></p>	<p style="text-align: center;"><u>Signature of Bidder</u></p>
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Supplier 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 supply or used as part of the plant has to be taken back by the supplier for recycling or dumping purpose after its operating life, so that it may not affect the environment or any living being. Suppliers 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.

77. Safety Regulations

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

ii) The Supplier shall observe and abide by all fire and safety regulations of the Owner. Before starting supply, Supplier 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 supply done or to be done under this agreement or to any of the Owner's/Owner's existing property.

1680 MWp Module Package	<u>Tender No</u> <u>SECI/C&P/OP/11/0001/2022-23</u>	<u>GPC</u> <u>Page 46 of 46</u>	<u>Signature of Bidder</u>
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Solar Energy Corporation of India Limited

(A Government of India Enterprise)

SECTION - V

SPECIAL PURCHASE CONDITIONS (SPC)

1680 MWp Module
Package

Tender No
SECI/C&P/OP/11/0001/2022-23

SPC
Page 1 of 8

Signature
of Bidder

SPECIAL PURCHASE CONDITIONS (SPC)

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

SPC No.	GPC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
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-110023, India</p> <p>Kind Attn.: AGM (C & P) / Sr Manager (C & P) Telephone Nos.: - 0091-(0)11-24666220/ 24666231 Fax No.: - 0091-(0)11-24666200 E-mail: - contracts@seci.co.in ; sandeeprana@seci.co.in</p>
2.	Definitions (GPC clause 1)	<p>The Engineer-in-Charge:</p> <p>“Shall be intimated to the successful bidder”</p>
3.		<p>The Time for Completion for the entire 1680 MWp (DC) Solar PV Module Package in total shall be 16 (Sixteen) Months from the Date of the Contract Agreement / Purchase & Service Order.</p> <p>PV Modules including Mandatory Spares under the award shall be supplied by the supplier in staggered deliveries during the delivery window spanning from 1st July 2023 till 31st March 2024.</p> <p>The above-mentioned delivery schedule is applicable for both 420 MWp package and 840 MWp package.</p>

S. No.	Stage	Reference from D
3.1	Issue of Contract Agreement / Purchase & Service Order (as applicable)	Zero Date (D)
3.2	Submission of GTP Datasheet, Drawing & Test Certificates	D+3
3.3	Supplies at site	D+16

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	SPC Page 2 of 8	Signature of Bidder
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SPC No.	GPC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
4.	Land for Supplier's Field Office and Godown (GPC clause 2.2)	<u>Replace the existing clause by following:</u> VIOD
5.	Supplier's office & Vehicle requirement for Mobility at site during supply (GPC clause 29)	<u>Replace the existing clause by following:</u> VIOD
6.	Contract Performance Security (GPC clause 25)	<p><u>Replace the existing clause by following:</u></p> <p>Within 30 (Thirty) days from the issuance of the Contract Agreement / Purchase & Service Order, the successful bidder(s) shall furnish unconditional and irrevocable individual Bank Guarantees issued by any Nationalized Banks or by the Banks as mentioned under clause 25.4 below, in the manner as mentioned below.</p> <p>The Contract Performance Security shall be in the form of 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> <p>25.1 The value of the Contract Performance Security shall be 3% (Three) of the Contract Value (i.e., total sum of the Supply & Service Contract). This Performance security will be valid for a total period of 31 Months (16 Months Project completion period) + 12 months of Defect Liability Period + 03 Months additional) from the date of its issuance.</p> <p>25.2 The Contract Performance Security shall be towards faithful performance of the contractual obligations and performance of equipment.</p> <p>25.3 SECI at its sole discretion may encash the CPS in the following scenarios:</p> <p>a) In case of any default or failure of the Contractor to comply with the requirements of any of the Obligations covered under this Tender Document and/ or Contract Agreement / Purchase & Service Order shall constitute sufficient grounds for forfeiture of the entire Contract Performance Security, in such cases, the liability on account of GST will be borne by the contractor.</p>

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	SPC Page 3 of 8	Signature of Bidder
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SPC No.	GPC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
		<p>b) In case the supplier is unable to submit GTP Datasheet, Drawing & Test Certificates within the specified deadline of 03 months from the issuance of Contract Agreement / Purchase & Service Order.</p> <p>c) In case the supplier doesn't replace/rectify the defective PV Modules within a time period of 3 months from the last supply of defective modules*.</p> <p>d) In case if the percentage of defective modules crosses 10% of the total supplied modules, irrespective of the replacements / rectification done for the defective modules.</p> <p>*Defective Modules : Modules found defective/damaged during the random physical/visual inspection or not having all weather worthy packing or improper palletizing or defects arising due to improper unloading.</p> <p>In case of non-availability of same rating/wattage as of the defective PV Modules, bidder can supply higher power rating/wattage modules of the same physical dimensions for replacement. The period of replacement of defective modules shall be decided by Engineer-in-charge based on the number of failed modules and availability of mandatory spares at site.</p> <p>25.4 Bank Guarantee towards Contract Performance Security shall be from any scheduled bank as specified in the List of Banks enclosed at Form F-17, 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> <p>However, in exceptional situations which warrant for the Bank Guarantees from Banks other than the Nationalized Indian banks or list of banks under clause 25.4 above, 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.</p> <p>25.5 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>

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	SPC Page 4 of 8	Signature of Bidder
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SPC No.	GPC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
		<p>25.6 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 Purchase Conditions (SPC) for the additional amount in excess to the original contract value.</p> <p>25.7 Further, any delay beyond 30 (Thirty) days in the submission of performance security 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 Contract & forfeit 100% of EMD if applicable in case Contract Performance Security is not submitted within 45 (Forty-five) days from issuance of Contract. However, total project completion period shall remain same. Part Security shall not be accepted.</p> <p>25.8 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>25.9 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 thereof. No interest shall be payable by the Owner for sum deposited as Contract Performance Security.</p> <p>25.10 Contract Performance Security submitted shall be released to the Contractor without any interest not later than 75</p>

1680 MWp Module Package	<p align="center"><u>Tender No</u> SECI/C&P/OP/11/0001/2022-23</p>	<p align="center">SPC Page 5 of 8</p>	<p align="center">Signature of Bidder</p>
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SPC No.	GPC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
		(Seventy-Five) days after the successful completion of the entire supply subject to the approval and acceptance of the quality checks and deliverables.
7.	Transportation (GPC clause 44.2)	<p><u>Add following to the existing clause:</u></p> <p>44.2.2 Road Permit : Supplier shall comply with the provisions of e-way bill notified by appropriate authorities from time to time. The Supplier shall be responsible for issuance of e-way bill and other compliances relating to e-way bill as per GST Law.</p> <p>44.2.3 Price Basis : Prices shall remain firm till completion of contract.</p> <p>44.2.3 Entry Tax: Subsumed in GST.</p>
8.	Storage of Supplies (GPC clause 44.4 & 44.5)	<p><u>Replace the existing clause by following:</u></p> <p>VIOD</p> <p><i>(The storage of supplied modules at site is not in the scope of Supplier)</i></p>
9.	Inspection of Supply (GPC clause 47)	<p><u>Add following to the existing clause:</u></p> <p>47.3 All materials shall be inspected as per provisions of Technical Specification. For all cases where pre-dispatch inspection is stipulated, materials shall be inspected prior to dispatch by an authorized representative of Owner for which an advance notice of 15 days shall be given by the supplier. In such cases no material shall be dispatched without inspection unless specific waiver/exemption is communicated in writing to the supplier. In all cases necessary test certificates, guarantee certificate in respect of material/equipment performance shall be furnished along with despatch documents.</p>
10.	Defect Liability Period (GPC clause 53.2)	<p><u>Add following to the existing clause:</u></p> <p>53.2.13 Latent Defect Liability: Notwithstanding, the defect liability period of 12 months above, the contract shall carry a latent defect liability of 5 years from date of delivery of material at site towards any defects in the modules supplied by the Supplier.</p>

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	SPC Page 6 of 8	Signature of Bidder
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SPC No.	GPC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
11.	Replacement of defective parts and materials (GPC clause 58)	<p><u>Add following to the existing clause:</u></p> <p>Removal of rejected goods and replacement: If upon delivery, whether inspected and approved earlier or otherwise, the Solar PV Module is not in conformity with the specifications, the same shall be rejected by the Owner or his duly authorised representative and notification to this effect will be issued to the Supplier within 30 days from the date of receipt of the material at site.</p> <p>The supplier shall arrange for removal of the rejected item(s) within 15 days from the date of notification. In the event, the supplier fails to lift the materials within the said 15 days, the Owner shall be at liberty to dispose of such rejected item(s) in any manner as he may think fit and recover all the expenses from the Supplier.</p>
12.	Schedule of Rates & Payments (GPC clause 78)	<p><u>Add following to the existing clause:</u></p> <p>78. Payment will be made to the account of the supplier as per the payment terms mentioned in the Contract Agreement / Purchase & Service Order based on the certification of Engineer In charge. The payments shall be made after the conditions listed for such payment have been met, and the successful bidder has submitted an invoice to the Owner specifying the amount due.</p> <p>Payment shall be released within 30 days of submission and acceptance of invoice by the Engineer In Charge, having following payment milestones as mentioned below.</p> <p>A. The payment against Supply portion shall be made as per the following terms and conditions:</p> <p>i) Interest free advance of 10% of the total value of Supply portion shall be released to supplier upon receipt of unconditional acceptance of Contract Agreement, detailed Performa invoice of contractor and against submission of unconditional & irrevocable Advance Bank Guarantee (ABG) with a validity period up to date of final supply amounting to 100% of total advance amount. The ABG needs to be submitted in addition to the Contract Performance Security.</p> <p>ii) Sixty percent (60%) of the total value of Supply portion shall be paid upon dispatch of Solar PV Modules from manufacturer's works on pro-rata basis on production of invoices and satisfactory evidence of shipment which shall be original Goods Receipt or receipted GR/Rail Receipt including Material Dispatch Clearance</p>

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	SPC Page 7 of 8	Signature of Bidder
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SPC No.	GPC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
		<p>Certificate (MDCC) issued by the Owner's Corporate QA & I representative.</p> <p><i>If Successful Bidder has opted for advance, then the respective original invoices for such advance will be submitted by the supplier along with this milestone for the advance settlement purpose. Else the supplier will be paid for Seventy percent (70%) of the Contract Value (i.e., total sum of all the Supply and Service Contract) at this milestone instead of Sixty percent (60%).</i></p> <p>(iii) Thirty percent (30%) payments of the total value of Supply portion shall be paid on Pro rata basis against supply, receipt and acceptance of Materials at site on submission of documents (except Advance Bank Guarantee) indicated under clause i) above, Contractor's detailed invoice & packing list identifying contents of each shipment, evidence of dispatch (GR/ LR copy), Manufacturer's/ Contractor's Guarantee certificate of Quality and MDCC (Material Dispatch Clearance Certificate) issued by Owner's authorized representative in original and Material Receipt Note (MRN).</p> <p>B. For Freight and Insurance Portion, 100% of the payment shall be paid after successful delivery and acceptance of materials at site.</p> <p><i>Total 1000 kms have been considered as the tentative distance between the works of the bidder and Owner's site. Bidders are required to quote the unit rate on per km basis accordingly. This 1000 kms will be considered for the purpose of evaluation, however, the freight payment will be done based on the actual running km/distance of the site from the works.</i></p> <p>All the payment shall be released from Owner's Head Office, New Delhi upon submission of Original Documents like MDCC, delivery challan, warranty certificate, LR, MRN & Insurance as required and mentioned against each Milestone payment, duly certified by the authorized representative of the Owner.</p>

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	SPC Page 8 of 8	Signature of Bidder
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Solar Energy Corporation of India Limited

(A Government of India Enterprise)

SECTION - VI

SAMPLE FORMS & FORMATS

1680 MWp Module Package

Tender No
SEC/C&P/OP/11/0001/2022-23

SFF
Page 1 of 50

Signature of Bidder

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 effected only if the same is approved by the Owner. The Owner's decision in this regard shall be final and binding.

<u>LIST OF FORMS & FORMAT</u>	
Form No.	Description
F-1	COVERING LETTER
F-2	BIDDER'S GENERAL INFORMATION
F-3	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT (EMD)"
F-4	INDEMNITY BOND
F-5	NO DEVIATION CONFIRMATION
F-6	DECLARATION REGARDING BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.
F-7	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY"
F-8	BIDDER'S EXPERIENCE
F-9	DISCLOSURE FOR ALMM COMPLIANCE
F-10	FORMAT OF CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-11	FORMAT FOR JOINT VENTURE AGREEMENT
F-12	FORMAT FOR POWER OF ATTORNEY FOR JOINT VENTURE AGREEMENT
F-13	FORMAT FOR CONSORTIUM AGREEMENT
F-14	FORMAT FOR POWER OF ATTORNEY FOR CONSORTIUM AGREEMENT
F-15	E-BANKING FORMAT
F-16	PROFORMA OF "BANK GUARANTEE" FOR "ADVANCE PAYMENT"
F-17	LIST OF BANKS
F-18	SHAREHOLDING CERTIFICATE
F-19	POWER OF ATTORNEY FOR BIDDING COMPANY
F-20	INTEGRITY PACT
F-21	CERTIFICATE FROM THE MODULE MANUFACTURER TO THE SPD REGARDING MEETING OF DCR NORMS UNDER CPSU SCHEME-PHASE-II
F-22	CERTIFICATE FROM THE CELL MANUFACTURER TO THE MODULE MANUFACTURER REGARDING MEETING OF DCR NORMS UNDER CPSU SCHEME-PHASE-II

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-110023, India

Sub: Bid for **“The Manufacturing, Testing, Packing and Forwarding, Supply and Transportation of 1680 MWp domestically manufactured Solar PV Modules with domestically manufactured Solar Cells”**

Dear Sir / Madam,

1. We, the undersigned.... [insert name of the 'Bidder'] having read, examined and understood in detail the tender Document for **“The Manufacturing, Testing, Packing and Forwarding, Supply and Transportation of 1680 MWp domestically manufactured Solar PV Modules with domestically manufactured Solar Cells”** 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."

Note: In case a common Company/Companies directly or indirectly hold(s) more than 10% but less than 26% shareholding in more than one Bidder participating in the Tender, each of such Bidders will be required to submit the Disclosure as per the attached format. In such a case, the above-mentioned highlighted declaration/statement will be modified suitably by the bidder. In all other cases, this disclosure is not required & standard covering letter & other forms & formats will be applicable.

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

1680 MWp Module Package

Tender No
SECI/C&P/OP/11/0001/2022-23

SFF
Page 4 of 50

Signature of Bidder

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. Capacity Configuration

We have bid for the _____ (single/double) package i.e. _____ (420 MWp / 840 MWp) for the said tender.

4. Bid Processing Fees

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

5. Earnest Money Deposit

We have enclosed the Bid Securing Declaration Form as per Format F-3 of the tender documents.

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 supply 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 :

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	SFF <u>Page 5 of 50</u>	<u>Signature of Bidder</u>
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Phone Nos. :

Fax Nos. :

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. 10.1 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. 10.0 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.

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	SFF <u>Page 6 of 50</u>	Signature of Bidder
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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 <i>(Incase of JV/ Consortium, name of all the members to be indicated and lead member to be identified)</i>	
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	<i>(Copy of PAN Card to be enclosed)</i>
16	Whether the Vendor is registered/ Likely to be registered under GST	Yes or No : If Yes, then customer will be treated as registered customer & he will have to provide further

		details as stated on the below left hand side
17	GST ID (Proof to be submitted – GST No acknowledgement OR Email from Gol)	
18	GSTN Address	

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

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	SFF <u>Page 8 of 50</u>	Signature of Bidder
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Form F-3

**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.

1680 MWp Module Package

Tender No
SECI/C&P/OP/11/0001/2022-23

SFF
Page 9 of 50

Signature of Bidder



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

1680 MWp Module Package	<u>Tender No</u> <u>SECI/C&P/OP/11/0001/2022-23</u>	<u>SFF</u> <u>Page 10 of 50</u>	<u>Signature of Bidder</u>
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Form F-4

(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 Purchase & Service Order NoDated & Contract Agreement No.....dated.....executed on _____ (hereinafter called the "Contract").

NOW, THEREFORE, this Indemnify Bond witnesseth as follows:

1. That in consideration of work 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 Contract 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 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

1680 MWp Module Package

Tender No
SECI/C&P/OP/11/0001/2022-23

SFF
Page 11 of 50

Signature of Bidder

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.

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 mentione

Designation:

Name:

Date:



Form F-5

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-110023, India

Sub: Bid for the “**The Manufacturing, Testing, Packing and Forwarding, Supply and Transportation of 1680 MWp domestically manufactured Solar PV Modules with domestically manufactured Solar Cells**”.

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: _____

1680 MWp Module Package

Tender No
SECI/C&P/OP/11/0001/2022-23

SFF
Page 13 of 50

Signature of Bidder

Form F-6

**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-110023, India

Sub: Bid for the “**The Manufacturing, Testing, Packing and Forwarding, Supply and Transportation of 1680 MWp domestically manufactured Solar PV Modules with domestically manufactured Solar Cells**”.

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 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: _____

1680 MWp Module Package

Tender No
SECI/C&P/OP/11/0001/2022-23

SFF
Page 14 of 50

Signature of Bidder

Form F-7

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.

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.

1680 MWp Module Package

Tender No
SECI/C&P/OP/11/0001/2022-23

SFF
Page 15 of 50

Signature of Bidder

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

Form F-8

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-110023, India

Sub: Bid for **"The Manufacturing, Testing, Packing and Forwarding, Supply and Transportation of 1680 MWp domestically manufactured Solar PV Modules with domestically manufactured Solar Cells"**.

Dear Sir / Madam,

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal

1680 MWp Module Package

Tender No
SECI/C&P/OP/11/0001/2022-23

SFF
Page 17 of 50

Signature of Bidder

Form F-9

Format for Disclosure for ALMM compliance

[On the letter head of Bidding Company/ Lead Member in a Bidding JV/Consortium]

Disclosure

Ref.No. _____

Date: _____

From: _____ (Insert name and address of Bidding Company/ Lead Member of JV/Consortium)

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-110023, India

Sub: Response to Tender No.dated for the “The Manufacturing, Testing, Packing and Forwarding, Supply and Transportation of 1680 MWp domestically manufactured Solar PV Modules with domestically manufactured Solar Cells”.

Dear Sir/ Madam,

We declare that we are fully aware of the binding provisions of the ALMM Order and the Lists(s) thereunder, while quoting the for the subject tender of **“The Manufacturing, Testing, Packing and Forwarding, Supply and Transportation of 1680 MWp domestically manufactured Solar PV Modules with domestically manufactured Solar Cells”.**

We further understand that the List-I (Solar PV Modules) of ALMM Order, Annexure-I of the OM, issued by MNRE on 10th March, 2021 will be updated by MNRE from time to time. We also understand that the Modules to be procured for this project, shall be from the List-I of the ALMM Order applicable on the date of invoicing of such modules.

We also further understand and accept that we shall be liable for penal action, including but not limited to blacklisting and invocation of Performance Bank Guarantee, if we are found not complying with the provisions of ALMM Order, including those mentioned above.

1680 MWp Module Package

Tender No
SECI/C&P/OP/11/0001/2022-23

SFF
Page 18 of 50

Signature of Bidder



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

Thanking you,
We remain,
Yours faithfully,

Name, Designation, Seal and Signature of Authorized Signatory

1680 MWp Module Package	<u>Tender No</u> <u>SECI/C&P/OP/11/0001/2022-23</u>	<u>SFF</u> <u>Page 19 of 50</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-110023, India

Sub: Bid for “**The Manufacturing, Testing, Packing and Forwarding, Supply and Transportation of 1680 MWp domestically manufactured Solar PV Modules with domestically manufactured Solar Cells**”.

Dear Sir / Madam,

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

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

A. ANNUAL TURNOVER OF LAST 3 YEARS:

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

And

Net worth (strike out whichever is not applicable) of INR.....Crore computed as per instructions provided in this tender based on unconsolidated audited annual accounts as per last FY.

1680 MWp Module Package

Tender No
SECI/C&P/OP/11/0001/2022-23

SFF
Page 20 of 50

Signature of Bidder

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

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

Yours faithfully

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

Name:

Date:

Place:

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

Name:

Date:

Place:

Notes:

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

FORMAT FOR JOINT VENTURE AGREEMENT

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

THIS JOINT DEED OF UNDERTAKING executed on this..... day of..... Two Thousand and..... by a company incorporated under the laws of and having its Registered Office at(hereinafter called the "Party No.1" which expression shall include its successors & executors) and M/s.....a company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.2" which expression shall include its successors & executors) and M/s..... a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.3" which expression shall include its successors & executors) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award}] against the Tender No..... for (*insert name of the package alongwith project name*) of Solar Energy Corporation of India Limited, a Company incorporated under the Companies Act of 2013 having its registered office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India (hereinafter called the "Owner").

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

AND WHEREAS the Owner invited bids as per the above-mentioned Specification for the **“The Manufacturing, Testing, Packing and Forwarding, Supply and Transportation of 1680 MWp domestically manufactured Solar PV Modules with domestically manufactured Solar Cells”** stipulated in the Tender Documents under (*insert name of the package alongwith project name*)

AND WHEREAS Clause 2, Section-ITB and BDS (documents establishing the Qualification of Bidder) & Qualification Criteria in Annexure to BDS forming part of the Tender Documents, inter-alia stipulates that an Undertaking of two or more qualified manufacturers as partners, meeting the requirements of Qualification Criteria in Annexure to BDS, as applicable may bid, provided, the Joint Venture fulfills all other requirements under Qualification Criteria in Annexure to BDS and in such a case, the Bid Forms shall be signed by all the partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that this Undertaking shall be attached to the bid and the Contract Performance Security will be as per the format enclosed with the Tender Documents without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to the Owner vide proposal No..... dated by Party No.1 based on this Undertaking between all the parties; under these presents and the

1680 MWp Module Package	<u>Tender No</u> <u>SECI/C&P/OP/11/0001/2022-23</u>	<u>SFF</u> <u>Page 22 of 50</u>	<u>Signature of Bidder</u>
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bid in accordance with the requirements of Clause 2, Section-ITB and BDS (documents establishing the Qualification of Bidder) & Qualification Criteria in Annexure to BDS, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by the Owner to the Joint Venture Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the Owner for the successful performance of the Contract and shall be fully responsible for the **“The Manufacturing, Testing, Packing and Forwarding, Supply and Transportation of 1680 MWp domestically manufactured Solar PV Modules with domestically manufactured Solar Cells”** in accordance with the Contract:
2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(ies) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Owner suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(ies) of these presents undertake to promptly make good such loss or damages caused to the Owner, on its demand without any demur. It shall not be necessary or obligatory for the Owner to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(ies), the Owner can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/ obligations under the Contract to the Owner.
4. The financial liability of the Parties of this Deed of Undertaking to the Owner, with respect to any of the claims rising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however, not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix - I (*to be suitably appended by the Parties alongwith this Undertaking in its bid*) to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.

6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.
7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract Performance Security from a bank in favour of the Owner in the currency/ currencies of the Contract.
9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Owner discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS, WHEREOF, the Parties to this Deed of Undertaking have through their authorised representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

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

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

Name

Designation

Signature

(Signature of the authorized
representative)

WITNESS :

I.

II.

Common Seal of

For Party No.-2

1680 MWp Module Package	<p style="text-align: center;">Tender No <u>SECI/C&P/OP/11/0001/2022-23</u></p>	<p style="text-align: center;">SFF <u>Page 24 of 50</u></p>	<p style="text-align: center;"><u>Signature of Bidder</u></p>
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has been affixed in my/our presence pursuant to Board of Director's Resolution dated

For and on behalf of M/s.....

Name

(Signature of the authorized representative)

Designation

Signature

WITNESS :

I.

II.

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

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

Name

Designation

Signature

(Signature of the authorized representative)

WITNESS :

I.

II.

Note:

1. For the purpose of executing the Joint Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.

1680 MWp Module Package	<u>Tender No</u> <u>SECI/C&P/OP/11/0001/2022-23</u>	<u>SFF</u> <u>Page 25 of 50</u>	<u>Signature of Bidder</u>
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FORMAT FOR POWER OF ATTORNEY FOR JOINT VENTURE AGREEMENT

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

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder have formed a Joint Venture under the laws of and having our Registered Office(s)/ Head Office(s) at (hereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s being the Partner in-charge do hereby constitute, nominate and appoint M/s..... a Company incorporated under the laws of and having its Registered/ Head Office at as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorised Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Tender No..... Package the bids for which have been invited by Solar Energy Corporation of India Limited, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India (hereinafter called the 'Owner') to undertake the following acts:

- i) To submit proposal and participate in the aforesaid Bid Specification of the Owner on behalf of the "Joint Venture".
- ii) To negotiate with the Owner the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Owner for and on behalf of the "Joint Venture".
- iii) To do any other act or submit any document related to the above.
- iv) To receive, accept and execute the Contract for and on behalf of the "Joint Venture".

It is clearly understood that the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners.

The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/ Authorised Representatives/ Partner in-charge quotes in the bid, negotiates and signs the Contract with the Owner and/or proposes to act on behalf of the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS, THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on this day of under the Common Seal(s) of their Companies.

for and on behalf of the
Partners of Joint Venture

.....
.....
.....

The Common Seal of the above Partners of the Joint Venture:

The Common Seal has been affixed there unto in the presence of:

WITNESS

1. Signature.....
Name
Designation
Occupation
2. Signature.....
Name
Designation
Occupation

Note:

1. For the purpose of executing the Agreement, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
2. The Agreement shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.

1680 MWp Module Package	<u>Tender No</u> <u>SECI/C&P/OP/11/0001/2022-23</u>	<u>SFF</u> <u>Page 27 of 50</u>	<u>Signature of Bidder</u>
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FORMAT FOR CONSORTIUM AGREEMENT

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

THIS JOINT DEED OF UNDERTAKING executed on this..... day of..... Two Thousand and..... by a company incorporated under the laws of and having its Registered Office at(hereinafter called the "Party No.1" which expression shall include its successors & executors) and M/s.....a company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.2" which expression shall include its successors & executors) and M/s..... a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.3" which expression shall include its successors & executors) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award}] against the Tender No..... for *(insert name of the package alongwith project name)* of Solar Energy Corporation of India Limited, a Company incorporated under the Companies Act of 2013 having its registered office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India (hereinafter called the "Owner").

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

AND WHEREAS the Owner invited bids as per the above-mentioned Specification for the **“The Manufacturing, Testing, Packing and Forwarding, Supply and Transportation of 1680 MWp domestically manufactured Solar PV Modules with domestically manufactured Solar Cells”** stipulated in the Tender Documents under *(insert name of the package alongwith project name)*

AND WHEREAS Clause 2, Section-ITB and BDS (documents establishing the Qualification of Bidder) & Qualification Criteria in Annexure to BDS forming part of the Tender Documents, inter-alia stipulates that an Undertaking of two or more qualified manufacturers as partners, meeting the requirements of Qualification Criteria in Annexure to BDS, as applicable may bid, provided, the Consortium fulfills all other requirements under Qualification Criteria in Annexure to BDS and in such a case, the Bid Forms shall be signed by all the partners so as to legally bind all the Partners of the Consortium, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that this Undertaking shall be attached to the bid and the Contract Performance Security will be as per the format enclosed with the Tender Documents without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to the Owner vide proposal No..... dated by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of Clause 2, Section-ITB and BDS (documents establishing the Qualification of Bidder) & Qualification Criteria in Annexure to BDS, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by the Owner to the Consortium Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner and further declare

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	SFF <u>Page 28 of 50</u>	<u>Signature of Bidder</u>
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and confirm that we the parties to the Consortium shall jointly and severally be bound unto the Owner for the successful performance of the Contract and shall be fully responsible for the **“The Manufacturing, Testing, Packing and Forwarding, Supply and Transportation of 1680 MWp domestically manufactured Solar PV Modules with domestically manufactured Solar Cells”** in accordance with the Contract.

2. In case of any breach or default of the said Contract by any of the parties to the Consortium, the party(ies) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Owner suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(ies) of these presents undertake to promptly make good such loss or damages caused to the Owner, on its demand without any demur. It shall not be necessary or obligatory for the Owner to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(ies), the Owner can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/ obligations under the Contract to the Owner.
4. The financial liability of the Parties of this Deed of Undertaking to the Owner, with respect to any of the claims rising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix - I (*to be suitably appended by the Parties alongwith this Undertaking in its bid*) to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.
6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Consortium for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Consortium, other than the express provisions of the Contract.
7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract Performance Security from a bank in favour of the Owner in the currency/ currencies of the Contract.
9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Owner discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS, WHEREOF, the Parties to this Deed of Undertaking have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

1680 MWp Module Package

Tender No
SECI/C&P/OP/11/0001/2022-23

SFF
Page 29 of 50

Signature of Bidder



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

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

Name

Designation

Signature

(Signature of the authorized
representative)

WITNESS :

I.

II.

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

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

Name

(Signature of the authorized
representative)

Designation

Signature

WITNESS :

I.

II.

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

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

Name

(Signature of the authorized
representative)

Designation

Signature

WITNESS :

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	SFF <u>Page 30 of 50</u>	Signature of Bidder
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I.

II.

Note:

1. For the purpose of executing the Joint Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of Consortium.
2. The Undertaking shall be signed on all the pages by the authorized representatives of each of the partners and should invariably be witnessed.

Form F-14

FORMAT FOR POWER OF ATTORNEY OF CONSORTIUM AGREEMENT

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

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder have formed a Consortium under the laws of and having our Registered Office(s)/ Head Office(s) at (hereinafter called the 'Consortium' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s being the Partner in-charge do hereby constitute, nominate and appoint M/s..... a Company incorporated under the laws of and having its Registered/ Head Office at as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorised Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Consortium in regard to Tender No..... Package the bids for which have been invited by Solar Energy Corporation of India Limited, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India (hereinafter called the 'Owner') to undertake the following acts:

- i) To submit proposal and participate in the aforesaid Bid Specification of the Owner on behalf of the "Consortium".
- ii) To negotiate with the Owner the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Owner for and on behalf of the "Consortium".
- iii) To do any other act or submit any document related to the above.
- iv) To receive, accept and execute the Contract for and on behalf of the "Consortium".

It is clearly understood that the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Defect Liability Period in terms of the Contract.

The Consortium hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/ Authorized Representatives/ Partner in-charge quotes in the bid, negotiates and signs the Contract with the Owner and/or proposes to act on behalf of the Consortium by virtue of this Power of Attorney and the same shall bind the Consortium as if done by itself.

IN WITNESS, THEREOF the Partners Constituting the Consortium as aforesaid have executed these presents on this day of under the Common Seal(s) of their Companies.

for and on behalf of the
Partners of Consortium

1680 MWp Module Package**Tender No**
SECI/C&P/OP/11/0001/2022-23**SFF**
Page 32 of 50**Signature of Bidder**



.....
.....
.....

The Common Seal of the above Partners of the Consortium:

The Common Seal has been affixed there unto in the presence of:

WITNESS

1. Signature.....
Name
Designation
Occupation
2. Signature.....
Name
Designation
Occupation

Note:

1. For the purpose of executing the Agreement, the non-judicial stamp papers of appropriate value shall be purchased in the name of Consortium.
2. The Agreement shall be signed on all the pages by the authorized representatives of each of the partners and should invariably be witnessed.

1680 MWp Module Package	<u>Tender No</u> <u>SECI/C&P/OP/11/0001/2022-23</u>	<u>SFF</u> <u>Page 33 of 50</u>	<u>Signature of Bidder</u>
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Form F-15

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)

1680 MWp Module Package

Tender No
SECI/C&P/OP/11/0001/2022-23

SFF
Page 34 of 50

Signature of Bidder



Form F-16

**PROFORMA OF BANK GUARANTEE FOR ADVANCE
PAYMENT**

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

Bank Guarantee No.:
Date:

Contract No.
..... *[Name of Contract]*

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-110023, India

Dear Sir / Madam,

We refer to the Contract ("the Contract") signed on*(insert date of the Contract)* between you and M/s *(Name of Contractor)*,

(or)

vide purchase/service order issued on *(insert date of the notification of award)* by you to M/s *(Name of Contractor)* having its Principal place of business at *(Address of Contractor)* and Registered Office at *(Registered address of Contractor)* ("the Contractor") concerning *(Indicate brief scope of work)* for the complete execution of the *(insert name of Package alongwith name of the Project)*

Whereas, in accordance with the terms of the said Contract, the Owner has agreed to pay or cause to be paid to the Contractor an interest bearing Advance Payment against furnishing of an irrevocable bank guarantee for an amount of *(Amount in figures and words)* which is equal to 110% of the amount of Advance Payment.

By this letter, we, the undersigned, *(insert name & address of the issuing bank)*, a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/ Head Office at *(insert address of registered office of the bank)* do hereby irrevocably guarantee repayment of *(Amount of the bank guarantee in figures and words)* upon the first demand of the Owner without cavil or argument in the event that the Contractor fails to commence or fulfill its obligations under the terms of the said Contract for reasons whatsoever.

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	SFF <u>Page 35 of 50</u>	<u>Signature of Bidder</u>
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Provided always that the Bank's obligation shall be limited to the amount of this Bank guarantee or an amount equal to the outstanding balance of the Advance Payment and the accrued interest on the Advance Payment, taking into account such amounts, which have been repaid by the Contractor from time to time in accordance with the terms of payment of the said Contract, as certified by you.

This Guarantee shall remain in full force from the date upon which the said Advance Payment is received by the Contractor up to sixty (60) days beyond the date on which the entire Advance Payment along with the accrued interest if any due thereon has been fully adjusted in terms of the Contract i.e., up to sixty (60) days beyond the date of Completion of the Facilities under the Contract. This Guarantee may be extended from time to time, as may be desired by M/s Solar Energy Corporation of India Limited on whose behalf this Guarantee has been issued.

Any claims to be made under this Guarantee must be received by the Bank during its period of validity, i.e. upto sixty (60) days beyond the date of Completion of the Facilities by the Owner i.e. upto and inclusive of (dd/mm/yy).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (value in figures) _____ [_____ (value in words) _____].
2. This Bank Guarantee shall be valid upto _____ (validity date) _____.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (validity date) _____.

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature _____

Name _____

Designation _____

POA Number _____

Contact Number(s): Tel. _____ Mobile _____

Fax Number _____

email _____

Common Seal of the Bank _____

Witness:

Signature _____

Name _____

Address _____

Contact Number(s): Tel. _____ Mobile _____

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	SFF <u>Page 36 of 50</u>	<u>Signature of Bidder</u>
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email _____

Note:

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.

Form F-17

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

Form F-18

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)

1680 MWp Module Package

Tender No
SECI/C&P/OP/11/0001/2022-23

SFF
Page 39 of 50

Signature of Bidder

Form F-19

POWER OF ATTORNEY FOR BIDDING COMPANY

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

Know all men by these presents, We (name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr./Ms. (name & residential address) who is presently employed with us and holding the position of as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for (insert details of Tender) in response to the Tender No dated issued by Solar Energy Corporation of India Limited (SECI), New Delhi including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the SECI may require us to submit. The aforesaid Attorney is further authorized for making representations to the Solar Energy Corporation of India Limited, New Delhi and providing information/responses to SECI, New Delhi representing us in all matters before SECI, New Delhi and generally dealing with SECI, New Delhi in all matters in connection with Bid till the completion of the bidding process as per the terms of the above mentioned Tender.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the Tender.

Signed by the within named

..... (Insert the name of the executant company)

through the hand of

Mr.

duly authorized by the Board to issue such Power of Attorney

Dated this **day of**

Accepted

.....
Signature of Attorney
(Name, designation and address of the Attorney)

Attested

.....
(Signature of the executant)
(Name, designation and address of the executant)

1680 MWp Module Package

Tender No
SECI/C&P/OP/11/0001/2022-23

SFF
Page 40 of 50

Signature of Bidder

.....
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).

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	SFF <u>Page 41 of 50</u>	Signature of Bidder
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Form F-20

INTEGRITY PACT

Between

Solar Energy Corporation of India

having its Registered Office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India

hereinafter referred to as

"SECI",

and

_____ *[Insert the name of the Sole Bidder/all members of the of Joint Venture/Consortium]*

having its Registered Office at _____
(Insert full Address/Lead member address in case of Joint Venture/Consortium)

and

_____ *[Insert the name of all members of the of Joint Venture/Consortium, as applicable]*

having its Registered Office at _____
(Insert full Address/ Lead member address in case of Joint Venture/Consortium)

hereinafter referred to as

"The Bidder/Contractor"

Preamble

SECI intends to award, under laid-down organisational procedures, contract(s) for

_____ *[Insert the name of the tender/package]*

_____ Package and NIT Number
_____ SECI values full compliance with all

[Insert Specification Number of the package]

relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidders/ Contractors.

In order to achieve these goals, SECI and the above-named Bidder/Contractor enter into this agreement called '**Integrity Pact**' which will form an integral part of the bid.

1680 MWp Module Package

Tender No
SECI/C&P/OP/11/0001/2022-23

SFF
Page 42 of 50

Signature of Bidder

It is hereby agreed by and between the parties as under:

Section I - Commitments of SECI

- (1) SECI commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of SECI, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.
 - b) SECI will, during the tender process treat all Bidder(s) with equity and fairness. SECI will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) SECI will exclude from evaluation of Bids its such employee(s) who has any personal interest in the Companies/Agencies participating in the Bidding/Tendering process
- (2) If Managing Director obtains information on the conduct of any employee of SECI which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, he will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions under its Rules.

Section II - Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:
 - a) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to SECI, or to any of SECI's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.
 - b) The Bidder/Contractor shall not enter into any agreement/ arrangement/ understanding/ action in concert, whether or not the same is formal or in writing with other Bidders/Contractors. This applies in particular to agreements pertaining to prices, territorial or geographical allocations of market, specifications, certifications, subsidiary contracts, submission or non-submission of bids, bid rigging or other actions restricting competitiveness or leading to cartelization in the bidding process or amounting to any other violation under the Competition Laws for the time being in force.
 - c) The Bidder/Contractor will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Bidder/Contractor will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by SECI as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) Bidders will not pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act

- e) The Bidder/Contractor of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the Bidding.
 - f) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.
 - g) The Bidder/Contractor will not misrepresent facts or furnish false/forged documents/information in order to influence the bidding process or the execution of the contract to the detriment of SECI.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section III- Disqualification from tender process and exclusion from future contracts

- (1) If the Bidder, before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, SECI may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.
- (2) If the Bidder/Contractor has committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, SECI may after following due procedures also exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/Contractor and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 36 months.
- (3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, SECI may revoke the exclusion prematurely. However, decision of SECI in this regard shall be final and binding on the bidder/Contractor.

Section IV - Liability for violation of Integrity Pact

- (1) If SECI has disqualified the Bidder from the tender process prior to the award under Section III, SECI may forfeit the applicable Bid Security/Earnest Money Deposit under the Bid.
- (2) If SECI has terminated the contract under Section III, SECI may forfeit the Contract Performance Security of this contract besides resorting to other remedies under the contract.

Section V- Previous Transgression

- (1) The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 years with any other Public Sector Undertaking or Government Department that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section VI - Equal treatment to all Bidders / Contractors

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	SFF <u>Page 44 of 50</u>	<u>Signature of Bidder</u>
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- (1) SECI will enter into agreements with identical conditions as this one with all Bidders.
- (2) SECI will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

Section VII - Punitive Action against violating Bidders / Contractors

If SECI obtains knowledge of conduct of a Bidder or a Contractor or his subcontractor or of an employee or a representative or an associate of a Bidder or Contractor or his Subcontractor which constitutes corruption, or if SECI has substantive suspicion in this regard, SECI will inform the Chief Vigilance Officer (CVO).

Nothing mentioned hereinabove may deem to restrict the right of SECI, in case of a suspected violation of Section II, Clause (1) (b) by the Bidders/ contractors to initiate necessary action under the Competition Laws for the time being in force.

(* Section VIII - Independent External Monitor/Monitors

- (1) SECI has appointed a panel of Independent External Monitors (IEMs) for this Pact with the approval of Central Vigilance Commission (CVC), Government of India, details of which has been indicated in the tender document.
- (2) The IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. He has right of access to all project documentation. The IEM may examine any complaint received by him and submit a report to Managing Director, SECI, at the earliest. He may also submit a report directly to the CVO and the CVC, in case of suspicion of serious irregularities attracting the provisions of the PC Act. However, for ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be referred to the full panel of IEMs, who would examine the records, conduct the investigations and submit report to Managing Director, SECI, giving joint findings.
- (3) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Managing Director, SECI.
- (4) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all documentation of SECI related to this contract including that provided by the Contractor/Bidder. The Bidder/Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (5) SECI will provide to the IEM information as sought by him which could have an impact on the contractual relations between SECI and the Bidder/Contractor related to this contract.
- (6) As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Managing Director, SECI and request the Managing Director, SECI to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to SECI and the Bidder/Contractor, as deemed fit, to present its case before making its recommendations to SECI.
- (7) The IEM will submit a written report to the Managing Director, SECI within 8 to 10 weeks from the date of reference or intimation to him by SECI and, should the occasion arise, submit proposals for correcting problematic situations.

- (8) If the IEM has reported to the Managing Director, SECI, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Managing Director, SECI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the CVO, the Monitor may also transmit this information directly to the CVC, Government of India.
- (9) The word '**IEM**' would include both singular and plural.
- (*) *This Section shall be applicable for only those packages wherein the IEMs have been identified in Section – I : Invitation for Bids and/or Clause ITB ... in Section – III: Bid Data Sheets of Conditions of Contract, Section-.. of the Bidding Documents.*
- (10) A bidder/Contractor signing the IP shall not approach the Courts while representing the matters to IEMs and he will await till their decision in the matter.

Section IX - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder's six month after the contract has been awarded.

Section X - Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of SECI.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Contractor is a partnership firm or a consortium or Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venture partners.
- (4) Nothing in this agreement shall affect the rights of the parties available under the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC) which are part of the Bidding Document.
- (5) Views expressed or suggestions/submissions made by the parties and the recommendations of the **CVO/IEM**[#] in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.
- # *CVO shall be applicable for packages wherein IEM are not identified in the bidding document
IEM shall be applicable for packages wherein IEM are identified in the bidding document.*
- (6) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(Signature) _____
(For & On behalf of SECI)

(Signature) _____
(For & On behalf of Bidder/ Partner(s) of
Joint Venture/Consortium/ Contractor)

(Office Seal)

(Office Seal)

Name: _____

Name: _____



Designation: _____

Designation: _____

Witness 1 : _____

Witness 1 : _____

(Name & Address) _____

(Name & Address) _____

Witness 2 : _____

Witness 2 : _____

(Name & Address) _____

(Name & Address) _____

Form F-21

**Certificate from the Module Manufacturer to the SPD regarding meeting of
DCR norms under CPSU Scheme-Phase-II
(On the letterhead of the Supplier)**

To
(Name and Address of Supplier)

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

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

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

1680 MWp Module Package

Tender No
SECI/C&P/OP/11/0001/2022-23

SFF
Page 48 of 50

Signature of Bidder



Signed this _____ day of _____
For _____ (Name of the module manufacturer)
Signature & name of the authorized representative of the module manufacturer

Attestation by the SPD

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

1680 MWp Module Package	<u>Tender No</u> <u>SECI/C&P/OP/11/0001/2022-23</u>	<u>SFF</u> <u>Page 49 of 50</u>	<u>Signature of Bidder</u>
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Form F-22

**Certificate from the Cell Manufacturer to the Module manufacturer
regarding meeting of DCR norms under CPSU Scheme-Phase-II
(On the letter-head of the Cell Manufacturer)**

To
(Name and Address of module manufacturer)

Sub: Certificate for our cells meeting Domestic Content Requirements under tender No. _____

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

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

Signed this _____ day of _____
For _____ (Name of the cell manufacturer)
Signature & name of the authorized representative of the cell manufacturer

**Attestation by the module manufacturer
Attestation by the SPD**

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	SFF <u>Page 50 of 50</u>	Signature of Bidder
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SECTION – VII
SCOPE OF SUPPLY
&
TECHNICAL SPECIFICATIONS

1680 MWp
Module Package

Tender No
SECI/C&P/OP/11/0001/2022-23

SoS & TS
Page 1 of 17

Signature of Bidder

Disclaimer:

Prospective respondent (Applicants) to this Tender acknowledges and agrees that:

- It is also agreed that SECI in its sole discretion, may reject any and all proposals made by respondent(s), may change the conditions relating to the Tender or cancel this Tender at any time without assigning any reason.
- Prospective respondent(s) acknowledge and agree that response to the Tender is purely voluntary action on their part and for any expenditure on this account shall be borne by the respondent(s).
- SECI will have no obligation or liability to the respondent(s) in the event of cancellation of Tender.

Note: Applicants are requested to keep themselves updated with the website www.seci.co.in on regular basis for any addition / deletion / modification / clarification or notification in respect of this, at Tender stage and at bidding stage. No separate notification will be issued in any other media.

1680 MWp Module Package	<u>Tender No</u> <u>SECI/C&P/OP/11/0001/2022-23</u>	<u>SoS & TS</u> <u>Page 2 of 17</u>	<u>Signature of Bidder</u>
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PART – A: SCOPE OF SUPPLY

1 Scope of Supply

- 1.1 The scope of supply includes Manufacturing, Testing, Packing and Forwarding, Transportation to Site and Unloading of domestically manufactured Solar PV Modules with domestically manufactured solar cells.
- 1.2 The total capacity of PV Modules to be procured under this contract, excluding Mandatory Spares, is 1680 MWp. However, the PV Module capacity quoted by a bidder shall either be 420 MWp or 840 MWp.
- 1.3 The Owner reserves the right to increase or decrease the quoted PV Module capacity by $\pm 10\%$ at the time of placing of the order on the same price, terms and conditions of the contract. The Owner also reserves the right to order up to additional 5% of awarded PV Module capacity on the same price, terms and conditions of the contract, during the currency of the contract by giving suitable extension in delivery period for the additional quantity.

Illustration:

Quoted PV Module Capacity	= 420 MWp
Minimum Awarded PV Module Capacity	= $0.90 \times 420 = 378$ MWp
Maximum Awarded PV Module Capacity	= $1.10 \times 420 = 462$ MWp

- 1.4 The Supplier shall supply 0.5% of awarded PV Module capacity as Mandatory Spares in addition to the awarded PV Module capacity. **The price quoted by the bidder against the awarded capacity shall be inclusive of the supply of this additional capacity of Mandatory Spares.**

Illustration:

Awarded PV Module Capacity	= 420 MWp
If Nominal Power Rating of PV Module is 410 Wp, then	
Minimum number of PV Modules to be supplied excluding Mandatory Spares, rounded-off to next integer	= $(420 \times 10^6) / 410 = 10,24,391$
Mandatory Spares, rounded-off to one decimal place	= $0.5\% \times 420 = 2.1$ MWp
Minimum number of PV Modules to be supplied as Mandatory Spares, rounded-off to next integer	= $(2.1 \times 10^6) / 410 = 5,122$
Total number of PV Modules to be supplied	= $10,24,391 + 5,122 = 10,29,513$
Total PV Module Capacity to be supplied	= $10,29,513 \times 410 \times 10^{-6}$ = 422.100330 MWp

1680 MWp Module Package	Tender No SECI/C&P/OP/11/0001/2022-23	SoS & TS Page 3 of 17	Signature of Bidder
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- 1.5 The Bidder shall offer only one type of PV Module (Mono-crystalline / Thin-film) with same Dimensions.
- 1.6 Location of Site will be anywhere in India. Site details will be provided to the Supplier before dispatch.
- 1.7 PV Modules including Mandatory Spares shall be supplied from 1st July 2023 till 31st March, 2024.
- 1.8 The Supplier shall submit "Certificate from the Module Manufacturer to the SPD regarding meeting of DCR norms under CPSU Scheme-Phase-II" on the letterhead of Supplier along with the invoice as per the format provided in Form F-21.
- 1.9 The Supplier shall submit "Certificate from the Cell Manufacturer to the Module manufacturer regarding meeting of DCR norms under CPSU Scheme-Phase-II" on the letterhead of Cell Manufacturer along with the invoice as per the format provided in Form F-22.

1680 MWp Module Package	<u>Tender No</u> <u>SECI/C&P/OP/11/0001/2022-23</u>	<u>SoS & TS</u> <u>Page 4 of 17</u>	<u>Signature of Bidder</u>
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PART – B: TECHNICAL SPECIFICATIONS

1 Standards

1.1 Photovoltaic Modules shall comply with the specified edition of the following standards or equivalent IEC standards.

Standard	Description
IS 14286: Part 1: 2019	Terrestrial Photovoltaic (PV) Modules - Design Qualification and Type Approval, Part 1: Test Requirements (Second Revision)
IS 14286: Part 1: Sec 1: 2019	Terrestrial Photovoltaic (PV) Modules - Design Qualification and Type Approval, Part 1: Test Requirements, Section 1: Special requirements for testing of crystalline silicon photovoltaic (PV) modules (Second Revision)
IS 14286: Part 1: Sec 2: 2019	Terrestrial photovoltaic (PV) modules - Design Qualification and Type Approval, Part 1: Test Requirements, Section 2: Special requirements for testing of thin - film Cadmium Telluride (CdTe) based photovoltaic (PV) modules (Second Revision)
IS/IEC 61730-1: 2016	Photovoltaic (PV) Module Safety Qualification, Part 1: Requirements for Construction (First Revision)
IS/IEC 61730-2: 2016	Photovoltaic (PV) Module Safety Qualification, Part 2: Requirements for Testing (First Revision)
IS/IEC 61701: 2011	Salt Mist Corrosion Testing of Photovoltaic (PV) Modules – Severity 1
IS 16664: 2018	Photovoltaic (PV) Modules- Ammonia Corrosion Testing
IS 17210: Part 1: 2019	Photovoltaic (PV) Modules - Test Methods for the Detection of Potential-Induced Degradation, Part 1: Crystalline Silicon (under conditions of 85°C/85% RH for minimum 192 hours)

1.2 PV Modules shall be registered with Bureau of India Standards (BIS) and bear the Standard Mark as per Solar Photovoltaics, Systems, Devices and Components Goods (Requirements for Compulsory Registration) Order, 2017 and subsequent amendments. The Bidder shall submit BIS Registration Certificate of the offered PV Module in the Techno-Commercial bid.

1.3 PV Modules should have been included in ALMM List – I and remain valid as on the date of invoice as per MNRE Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirements for Compulsory Registration) Order, 2019 and subsequent amendments. The Bidder shall submit 'Disclosure for ALMM Compliance' in the Techno-Commercial bid as per the format provided in Form F-9.

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	SoS & TS <u>Page 5 of 17</u>	<u>Signature of Bidder</u>
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2 Technical Requirements

Parameter	Specification
Cell/ Module Technology	Mono-crystalline / Thin-Film CdTe
Origin	Modules and Cells shall be domestically manufactured
Module Efficiency	≥ 19.5% for Mono-crystalline ≥ 18.5% for Thin-film CdTe
Rated power at STC	No negative tolerance is allowed
Temperature co-efficient of power	Not less than -0.40%/°C for Mono-crystalline Not less than -0.32%/°C for Thin Film CdTe
Maximum system voltage	1500 V
Application Class as per IS/IEC 61730	Class II

3 Component Specifications

3.1 Module Glass

3.1.1 Crystalline Silicon Modules

- (i) Glass/Polymer Modules: The PV Modules glass panel shall have transmittance of above 90%. The minimum thickness of glass shall be 3.2 mm.
- (ii) Glass/Glass Modules: Glass shall have minimum 2 mm thickness on each side. It shall be laminated using a laminator with a symmetrical structure, i.e., heating plate on both sides. Glass shall have transmittance above 90%.

3.1.2 Thin Film Modules

- (i) Glass/Glass Modules: Glass shall have minimum 2 mm thickness on each side. It shall be laminated using a laminator with a symmetrical structure, i.e., heating plate on both sides. Glass shall have transmittance above 90%.

3.2 For Crystalline Silicon Glass/Polymer PV Modules, the back sheet used in the PV modules shall be of three-layered structure durable for humid – hot conditions with properties of moisture barrier, elongation retention and UV resistance. The back sheet shall have the following properties:

Parameter	Value
Material Thickness	≥ 300 micron
Water Vapor Transmission Rate	≤ 2 g/m ² /day
Partial Discharge Test Voltage	≥ 1500V
Elongation at break	≥ 100%

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	SoS & TS <u>Page 6 of 17</u>	<u>Signature of Bidder</u>
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Adhesion strength with encapsulant	≥ 40 N/cm
Interlayer adhesion strength	≥ 4 N/cm

The Owner reserves the right to conduct Pressure Cooker (PC) test/ Highly Accelerated Stress Test (HAST) to confirm the durability of the back sheet in accelerated conditions.

- 3.3 The encapsulant used for the PV modules should be UV resistant and PID resistant in nature. No yellowing of the encapsulant with prolonged exposure shall occur. The encapsulant shall have the following properties.

Parameter	Value
Gel content	≥ 75% for EVA; ≥ 70% for POE
Volume resistivity	≥ 1×10^{14} Ω.cm
Peeling strength with glass	≥ 40 N/cm

- 3.4 The sealant used for edge sealing of PV modules shall have excellent moisture ingress protection with good electrical insulation (Break down voltage ≥ 15 kV/mm) and with good adhesion strength. Edge tapes for sealing are not allowed.
- 3.5 The module frame shall be made of anodized Aluminium. It shall have provision for earthing to connect it to the earthing grid. The anodization thickness shall not be less than 15 micron.
- 3.6 The material used for junction box shall be UV resistant to avoid degradation during module life. The degree of protection of the junction box shall be at least IP 67. Minimum three number of bypass diodes (not applicable for thin-film Modules) and two number of IS 16781 / IEC 62852 certified MC4 compatible connectors with appropriate length of IS 17293 / IEC 62930 certified 2.5 sq.mm. or 4 sq.mm copper cable shall be provided. The cable length shall be finalized after award of the contract.
- 3.7 Each PV Module shall be provided a RFID tag which is embedded inside the module lamination and must be able to withstand harsh environmental conditions. The RFID data base shall contain the following information. RFID scanner and database of all the modules containing the following information shall also be provided.
- (i) Name of the Manufacturer of PV Module
 - (ii) Name of the Manufacturer of Solar cells
 - (iii) Type of cell: Mono-crystalline / Thin-film
 - (iv) Month and year of the manufacture (separately for solar cells and module)
 - (v) Country of origin (separately for solar cells and module)
 - (vi) I-V curve for the module
 - (vii) Peak Wattage, I_m , V_m and FF for the module

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	SoS & TS <u>Page 7 of 17</u>	<u>Signature of Bidder</u>
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- (viii) Unique Serial No. and Model No. of the module.
- (ix) Date and year of obtaining IEC PV module qualification certificate
- (x) Name of the test lab issuing IEC certificate
- (xi) Other relevant information on traceability of solar cells and modules as per ISO 9000 series.

4 Warranty

- 4.1 PV modules must be warranted with linear degradation rate of power output except for first year (maximum 3% including LID) and shall guarantee 80% of the initial rated power output at the end of 25 years.
- 4.2 The modules shall be warranted for minimum of 10 years against all material/ manufacturing defects and workmanship.
- 4.3 The above warranties shall be backed by third party insurance.

5 Approval

- 5.1 The Supplier shall provide Guaranteed Technical Particular (GTP) datasheet and Bill of Materials (BOM) of the module that is submitted for approval along with the datasheets of each component. The component datasheet shall contain all the information to substantiate the compliance for component specifications mentioned above.
- 5.2 The Supplier shall also provide test certificates corresponding to the standards mentioned above along with complete test reports for the proposed module. The tests should have been conducted at a test laboratory compliant with ISO 17025 for testing and calibration and accredited by an ILAC/IECEE member signatory. Laboratory accreditation certificate or weblink along with scope of accreditation shall also be submitted.
- 5.3 The BOM proposed shall be the subset of Constructional Data Form (CDF)s of all the test reports.
- 5.4 The Supplier shall submit a detailed Manufacturing Quality Plan (MQP) for the PV Module with list of checks/tests performed during incoming material inspection, production, pre-dispatch and package.
- 5.5 The Supplier shall obtain the approval of the proposed module make & model prior to manufacturing.

6 Manufacturing and Inspection

- 6.1 The Supplier shall inform the module manufacturing schedule to the Owner at least 7 (seven) working days before the start of proposed schedule.

1680 MWp Module Package	<u>Tender No</u> SECI/C&P/OP/11/0001/2022-23	<u>SoS & TS</u> Page 8 of 17	<u>Signature of Bidder</u>
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- 6.2 The Owner shall perform material inspection at the Manufacturer's factory before the start of proposed manufacturing schedule. Proof of procurement of components as per the approved BOM mentioning manufacturer name, manufacturing date and relevant test certificate shall be submitted during material inspection for verification.
- 6.3 The Manufacturing shall start only after the clearance by the Owner after the material inspection.
- 6.4 The cells used for module making shall be free from all defects like edge chipping, breakages, printing defects, discoloration of top surface etc. Only Class A solar cell shall be used.
- 6.5 The modules shall be uniformly laminated without any lamination defects.
- 6.6 Current binning of modules shall be employed so that current mismatch of modules in a pallet does not exceed 1% of Current at Maximum Power (Imp). Different colour codes shall be provided on the modules as well as pallet for identification of different bins. Maximum three nos. of bins will be allowed.
- 6.7 Pre-dispatch inspection of modules shall be performed as per the inspection protocol attached in Part-C of the document.

7 Transportation, Handling and Installation

Transportation, handling and installation of modules shall be in accordance with the manufacturer manual so as not to breach warranty conditions. The Standard Operating Procedure (SOP) for the same shall be shared by the Supplier prior to dispatch.

1680 MWp Module Package	<u>Tender No</u> <u>SECI/C&P/OP/11/0001/2022-23</u>	<u>SoS & TS</u> <u>Page 9 of 17</u>	<u>Signature of Bidder</u>
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PART – C: PRE-DISPATCH INSPECTION PROTOCOL

1 Objective

The objective of the document is to establish general inspection protocol with objectivity for verification of quality parameters of Solar PV Modules by the Owner (or its authorized inspection agency) prior to dispatch. The decision rules and procedure specified herein seek to uphold quality standards based on industry best practices and technical specifications laid out in tender document as well as to control risks associated with item procurement.

2 Standard

ISO 2859-1:1999 – Sampling procedures for inspection by attributes - Part 1: Sampling schemes indexed by acceptance quality limit (AQL) for lot-by-lot inspection

IS 14286: Part 2: 2019 – Terrestrial Photovoltaic (PV) Modules - Design Qualification and Type Approval, Part 2: Test Procedures (Second Revision)

IS/IEC 61730-2:2016 – Photovoltaic (PV) Module Safety Qualification, Part 1: Requirements for Construction (First Revision)

3 Definitions

(i) Lot: All products/items manufactured in one batch.

Notwithstanding the aforementioned definition, the Owner or authorized inspection agency can lay down alternate/additional criteria for determining a lot.

(ii) Major Defect: A defect that reduces the usability or causes the product to fail to fulfil its nominal characteristic function.

(iii) Minor Defect: A defect that does not reduce the usability of the product, but does not meet the quality standard.

4 Inspection Schedule

The Supplier shall propose the schedule for Pre-dispatch Inspection of finished goods to the Owner well in advance, and in no case less than 15 (fifteen) days prior to commencement of inspection. Production Flash Test Results of the offered PV Modules shall be submitted to the Owner along with the inspection call.

5 Scope of Inspection

Supplier representative shall accompany the inspector(s) while doing the inspection which shall typically consist of two steps for clearance of each Lot.

5.1 BOM verification

To be conducted prior to commencement of production.

The details of materials used will be verified from the ERP/Manufacturing data and corroborated with the approved Bill of Materials. This shall include verification of following:

1680 MWp Module Package	<u>Tender No</u> SECI/C&P/OP/11/0001/2022-23	<u>SoS & TS</u> Page 10 of 17	<u>Signature of Bidder</u>
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Item	Verification
Items mentioned in the approved BOM	Verify the Manufacturer, Model Number, Specifications against the approved BOM
Shelf life of the following BOM items: <ul style="list-style-type: none"> • Encapsulant • Back sheet • Sealant and potting material 	Verify the expiry date/shelf life and storage conditions <i>The PV Module manufacturer shall submit all required information to prove that materials being used are within their shelf life.</i>

5.2 Witness Tests

Supplier shall assist the inspector(s) to witness the following checks, the details of which are provided elsewhere in this document:

- (i) Flash test
- (ii) Visual Inspection
- (iii) Electroluminescence
- (iv) Electrical Characteristics

6 **Sampling Process**

- (i) The inspector(s) shall commence inspection process by randomly selecting samples from the list of module serial numbers (pallet-wise) provided by Supplier. Number of samples shall be chosen as per the inspection level mentioned in the table below and ISO 2859-1 (Single Sampling Plan for Normal Inspection). However, the inspector(s) shall reserve the right to switch to tightened or reduced level of Inspection as per the lot quality. Extracts of ISO 2859-1 relevant for determination of sample size are attached in Annexure-1.

S. No.	Witness Test	Inspection level
1	Flash Test	General inspection level I
2	Visual Inspection	General inspection level I
3	Electroluminescence	General inspection level I
4	Electrical Characteristics	Special inspection level S-2

- (ii) Supplier shall arrange to move the PV Modules to inspection area.
- (iii) Same samples shall be used for all the Witness Tests stated in Clause 5.2.

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	SoS & TS <u>Page 11 of 17</u>	<u>Signature of Bidder</u>
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7 Decision Rules for Acceptance/Rejection

The following Acceptance Quality Limit (AQL) shall be used for determination of acceptance or rejection of the lot offered for inspection as per ISO 2859-1. Extracts of ISO 2859-1 for determination of Acceptance Number and Rejection Number are attached in Annexure-1.

Defect Type	AQL (%)
Major (Ma)	2.5
Minor (Mi)	4

8 Inspection Process

8.1 Flash Test

- (i) For flash test, following preparation shall be done:
- Module Temperature Stabilisation: Modules shall be kept in controlled environmental condition till it reaches $25 \pm 2^{\circ}\text{C}$
 - Calibration of Sun simulator: Sun simulator shall be calibrated as per Primary Reference Module (Gold) or Secondary Reference Module (Silver). Primary Reference Module should have been calibrated by reputed third party laboratory like TUV / UL / Fraunhofer etc. In case calibration of Sun simulator is done by Secondary Reference Module, Calibration of Secondary Reference Module against Primary Reference Module shall also be verified. Calibration Report of Sun simulator, Primary Reference Module, Secondary Reference Module (if applicable) shall be attached with the Inspection Report.
- (ii) All modules shall be tested at Standard Test Condition in the calibrated Sun simulator. Measured Pmax (Maximum Power) shall be within $\pm 2\%$ of Pmax measured during production.

8.2 Visual Inspection

- (i) The inspector(s) shall visually verify characteristics of PV Module as per the Visual Inspection Criteria which shall be finalized after award of the contract prior to start of manufacturing.
- (ii) Visual Inspection shall be carried out in a well illuminated room. It shall be the responsibility of the Supplier to ensure adequate brightness in the room.

8.3 Electroluminescence (EL) Inspection

- (i) The inspector(s) shall verify EL image of PV Module as per the Electroluminescence Inspection Criteria which shall be finalized after award of the contract prior to start of manufacturing.
- (ii) The EL image shall have sufficient resolution for analysis of defects.

8.4 Electrical Characteristics

The following tests shall be performed on the selected samples using calibrated equipment. The Supplier shall submit valid calibration certificate of the equipment which shall be attached in the inspection report.

S. No.	Test	Defect	Standard	Test Condition	Acceptance Criteria
1	Insulation test	Major	IS 14286: Part 2: 2019	4000 V for 1 min	No dielectric breakdown
				1500 V for 2 min	(Insulation Resistance × Area) ≥ 40 MΩ.m ²
2	Continuity test of equipotential bonding	Major	IS/IEC 61730-2: 2016	2.5 times of the maximum overcurrent protection rating for 2 min	Resistance < 0.1 Ω
3	Wet leakage current test	Major	IS 14286: Part 2: 2019	Water Resistivity ≤ 3,500 Ω/cm Water Temperature = (22 ± 2) °C 1500 V for 2 min	(Insulation Resistance × Area) ≥ 40 MΩ.m ²

9 **Re-inspection and review**

In case of minor non-conformities like cleaning issues, label mismatch, etc. which can be easily reworked, Supplier shall rework/replace the modules and offer them for re-inspection to inspector(s).

10 **Inspection Report**

Once the inspection is completed, inspector(s) shall compile the Inspection Report and share with Supplier and give necessary recommendation on dispatch depending upon the audit findings based on the observations made. This report shall be provided within same day of inspection.

11 **Disclaimer**

Inspection by Owner or its authorized inspection agency does not absolve the responsibility of the Supplier to ensure quality during production of the material and its transport to site. Any damages during transport/ handling shall be replaced without any extra cost to the Owner.

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	SoS & TS <u>Page 13 of 17</u>	<u>Signature of Bidder</u>
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Annexure-1

Table 1 - Sample size code letters (see 10.1 and 10.2)

Lot size	Special inspection levels				General inspection levels		
	S-1	S-2	S-3	S-4	I	II	III
2 to 8	A	A	A	A	A	A	B
9 to 15	A	A	A	A	A	B	C
16 to 25	A	A	B	B	B	C	D
26 to 50	A	B	B	C	C	D	E
51 to 90	B	B	C	C	C	E	F
91 to 150	B	B	C	D	D	F	G
151 to 280	B	C	D	E	E	G	H
281 to 500	B	C	D	E	F	H	J
501 to 1 200	C	C	E	F	G	J	K
1 201 to 3 200	C	D	E	G	H	K	L
3 201 to 10 000	C	D	F	G	J	L	M
10 001 to 35 000	C	D	F	H	K	M	N
35 001 to 150 000	D	E	G	J	L	N	P
150 001 to 500 000	D	E	G	J	M	P	Q
500 001 and over	D	E	H	K	N	Q	R

Table 2-A — Single sampling plans for normal inspection (Master table)

Sample size code letter	Sample size	Acceptance quality limit, AQL, in percent nonconforming items and nonconformities per 100 items (normal inspection)																											
		0,010	0,015	0,025	0,040	0,065	0,10	0,15	0,25	0,40	0,65	1,0	1,5	2,5	4,0	6,5	10	15	25	40	65	100	150	250	400	650	1 000		
		Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	
A	2	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓		
B	3	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓		
C	5	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓		
D	8	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓		
E	13	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓		
F	20	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓		
G	32	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓		
H	50	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓		
J	80	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓		
K	125	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓		
L	200	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓		
M	315	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓		
N	500	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓		
P	800	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓		
Q	1 250	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓		
R	2 000	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓		

↓ = Use the first sampling plan below the arrow. If sample size equals, or exceeds, lot size, carry out 100 % inspection.

↑ = Use the first sampling plan above the arrow.

Ac = Acceptance number

Re = Rejection number

**1680 MWp
Module Package**

**Tender No
SECI/C&P/OP/11/0001/2022-23**

**SoS & TS
Page 15 of 17**

Signature of Bidder

Table 2-B — Single sampling plans for tightened inspection (Master table)

Sample size code letter	Sample size	Acceptance quality limit, AQL, in percent nonconforming items and nonconformities per 100 items (tightened inspection)																											
		0,010	0,015	0,025	0,040	0,065	0,10	0,15	0,25	0,40	0,65	1,0	1,5	2,5	4,0	6,5	10	15	25	40	65	100	150	250	400	650	1 000		
		Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	
A	2	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓		
B	3	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓		
C	5	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓		
D	8	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓		
E	13	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓		
F	20	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓		
G	32	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓		
H	50	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓		
J	80	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓		
K	125	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓		
L	200	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓		
M	315	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓		
N	500	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓		
P	800	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓		
Q	1 250	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓		
R	2 000	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓		
S	3 150	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓		

↓ = Use the first sampling plan below the arrow. If sample size equals, or exceeds, lot size, carry out 100 % inspection.

↑ = Use the first sampling plan above the arrow.

Ac = Acceptance number

Re = Rejection number

**1680 MWp
Module Package**

**Tender No
SECI/C&P/OP/11/0001/2022-23**

**SoS & TS
Page 16 of 17**

Signature of Bidder

Table 2-C — Single sampling plans for reduced inspection (Master table)

Sample size code letter	Sample size	Acceptance quality limit, AQL, in percent nonconforming items and nonconformities per 100 items (reduced inspection)																									
		0,010	0,015	0,025	0,040	0,065	0,10	0,15	0,25	0,40	0,65	1,0	1,5	2,5	4,0	6,5	10	15	25	40	65	100	150	250	400	650	1 000
		Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re	Ac Re
A	2	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓
B	2	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓
C	2	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓
D	3	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓
E	5	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓
F	8	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓
G	13	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓
H	20	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓
J	32	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓
K	50	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓
L	80	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓
M	125	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓
N	200	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓
P	315	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓
Q	500	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓
R	800	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓	↓

↓ = Use the first sampling plan below the arrow. If sample size equals, or exceeds, lot size, carry out 100 % inspection.

↑ = Use the first sampling plan above the arrow.

Ac = Acceptance number

Re = Rejection number

1680 MWp
Module Package

Tender No
SECI/C&P/OP/11/0001/2022-23

SoS & TS
Page 17 of 17

Signature of Bidder



Solar Energy Corporation of India Limited

(A Government of India Enterprise)

SECTION - VIII

SCHEDULE OF RATES (SOR)

1680 MWp Module Package

Tender No
SECI/C&P/OP/11/0001/2022-23

SOR
Page 1 of 2

Signature of Bidder

1. **Bidders are required to quote for the Total Contract Price on Lumpsum basis in cognizance with the Tender Terms & Conditions.**
2. Bidder's quoted prices shall be strictly as per various Formats included under this Section [i.e. Section-VIII, Schedule of Rates (SOR)]. Bidder shall quote Lumpsum (LS) Price for the entire scope of work including manufacturing, testing, packing, and forwarding, supply and transportation of 1680 MWp domestically manufactured Solar PV Modules with domestically manufactured solar cells 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 shall be considered as Total Contract Price which Owner agrees to pay and the Supplier agrees to accept as full compensation for the Supplier'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 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 supplier 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 Supplier is not limited to the quantities that the Supplier 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. Supplier 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 to make this package job complete. Quoted price is 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. Mandatory spares required are in supplier's scope and deemed included in the quoted Lumpsum Prices.
11. INR = Indian Rupees.
12. Bidder confirms that he has noted the contents of the Preamble to the Schedule of Rates, Schedule of Rate, Bid Document and quoted his Prices accordingly without any deviation.

1680 MWp Module Package	Tender No <u>SECI/C&P/OP/11/0001/2022-23</u>	SOR <u>Page 2 of 2</u>	<u>Signature of Bidder</u>
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