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

6th Floor, Plate-B, NBCC Office Block Tower-2,
East Kidwai Nagar, New Delhi-110023, India
Email: Biblesh@seci.co.in ; sandeeprana@seci.co.in

Tender

for

Design, Engineering, Supply Construction, Erection, Testing, Commissioning and Maintenance of 45.6 MW ISTS Connected Wind Power Project at Ramagiri, Sri Sathya Sai District, Andhra Pradesh (Package 2: Wind)

Tender No.: SECI/C&P/OP/11/0003/26-27

Dated: 16.07.2026

TABLE OF CONTENTS

DESCRIPTION	PAGE NO.
SECTION - I: Invitation for Bids (IFB)	1 - 10
SECTION - II: Instructions to Bidders (ITB)	1 - 47
SECTION - III: Bid Data Sheets (BDS)	1 – 12
Annexure to Bid Data Sheet (BDS): Qualifying Requirements (QR)	1 – 7
SECTION - IV: General Conditions of Contract (GCC)	1 - 80
SECTION - V: Special Conditions of Contract (SCC)	1 - 13
SECTION - VI: Sample Forms & Formats	1 - 77
SECTION - VII: Scope of Work & Technical Specifications	Attached as Annexure A-G & Technical Specifications
SECTION - VIII: Schedule of Rates (SOR)/ Price Schedule (PS)/ Format for Price Bid	1 – 3

DISCLAIMER

1. Though adequate care has been taken while preparing the tender document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given to the office of Employer immediately. If no intimation is received from any bidder within **10 (Ten) days from the date of issuance of Tender documents,** it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).

2. Solar Energy Corporation of India Ltd (SECI) reserves the right to modify, amend or supplement this document.

3. While this tender document has been prepared in good faith, neither SECI nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.

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: 16.07.2026

SECTION - I

INVITATION FOR BIDS (IFB)

(DOMESTIC COMPETITIVE BIDDING)

(SINGLE STAGE TWO ENVELOPE BIDDING FOLLOWED BY E-REVERSE AUCTION) UNDER E-TENDERING

INVITATION FOR BIDS (IFB)

FOR

DESIGN & ENGINEERING, PROCUREMENT & SUPPLY OF EQUIPMENT AND MATERIALS, TESTING AT MANUFACTURERS WORKS, MULTI – LEVEL INSPECTIONS, PACKING AND FORWARDING, SUPPLY, RECEIPT, UNLOADING AND STORAGE OF ALL EQUIPMENTS AT SITE, ASSOCIATED CIVIL WORKS, SERVICES, PERMITS, LICENCES, INSTALLATION AND INCIDENTALS, INSURANCE AT ALL STAGES, ERECTION, TESTING AND COMMISSIONING FOR 45.6 MW (AC) WIND POWER PROJECT (PACKAGE 2: WIND),

AND

PERFORMANCE DEMONSTRATION WITH ASSOCIATED EQUIPMENT AND MATERIALS ON TURNKEY BASIS ALONG WITH 10 (TEN) YEARS COMPREHENSIVE OPERATION AND MAINTENANCE

1.0 INTRODUCTION

1.1 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 Renewable energy sector. It was originally incorporated as a section-3 (not for profit) company under the Companies Act, 2013.

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

1.3 SECI, envisages the execution of green energy technologies by way of implementing Wind Power Plant at Ramagiri, Sri Sathya Sai District, Andhra Pradesh. Project development would not only be a leap towards harnessing the use of renewable energy but also be means of self-reliant and economical expenditure on energy requirement, which would capitalize the abundance of wind Energy resource.

1.4 SECI is developing a 50 MW Firm and Dispatchable Renewable Energy (FDRE) Project at Ramagiri and Muthukavuntla in Andhra Pradesh for supply of power to the Buying Entity under an already executed Power Purchase Agreement (PPA). The 50 MW Renewable Energy Hybrid Project (on FDRE basis) has been divided into two packages, which shall be awarded through separate tenders. The overall project configuration comprises:

Package-1: 70 MW (AC) / 91 MW (DC) Solar PV Power Project paired with a 25 MW / 50 MWh Battery Energy Storage System (BESS); and
Package-2: 45.6 MW (+5%) Wind Power Project

Under the present tender, bids are being invited for selection of a contractor for "***Design & Engineering, Procurement & Supply of Equipment and Materials, Testing at Manufacturers Works, Multi – Level Inspections, Packing and Forwarding, Supply, Receipt, Unloading and Storage of WTGs and other equipment's at Site, Associated Civil Works, Services, Permits, Licences, Installation and Incidentals, Insurance at all Stages, Erection, Testing and Commissioning for 45.6 MW (AC) Wind Power Project, and performance demonstration with associated equipment and materials on turnkey basis along with 10 (ten) years comprehensive Operation and Maintenance***" (Package-2: Wind)

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

1.6 SECI, therefore, invites bids from eligible bidders to participate in the tender for "Design & Engineering, Procurement & Supply of Equipment and Materials, Testing at Manufacturers Works, Multi – Level Inspections, Packing and Forwarding, Supply, Receipt, Unloading and Storage of all equipment's at Site, Associated Civil Works, Services, Permits, Licences, Installation and Incidentals, Insurance at all Stages, Erection, Testing and Commissioning for 45.6 MW (AC) Wind Power Project, and performance demonstration with associated equipment and materials on turnkey basis along with 10 (ten) years comprehensive Operation and Maintenance" as per the aforementioned details.

2.0 **VOID**

3.0 The complete Bidding Documents are available at ISN-ETS portal ***https://www.bharat-electronictender.com,*** Central Public Procurement portal (CPPP) of GoI at ***www.eprocure.gov.in*** as well as on SECI's website ***http://www.seci.co.in***. However, for the purpose of participation, the official copy of the bidding documents shall only be downloaded from SECI's e-tendering portal at ***https://www.bharat-electronictender.com***, as per the provisions available therein. Accordingly, the online bid also has 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.

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

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

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

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

6.0 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 Employer and the Bidder/ Contractor shall be governed by this Bidding Documents and Contract signed between the Owner and the Contractor for the package.

7.0 Bidders should submit their bid proposal online complete in all aspect on or before last date and time of Bid Submission as mentioned on ETS Portal of ISN-ETS at ***https://www.bharat-electronictender.com*** and as indicated in the Bid Information Sheet.

8.0 Bidder shall submit bid proposal along with non-refundable Tender Processing Fees, Earnest Money Deposit (EMD) if applicable/ Bid Securing Declaration complete in all respect as per the Bid Information Sheet. Techno-Commercial bids will be opened as per the Bid Information Sheet in offline/ online presence of authorised representatives of bidders who wish to be present offline/ online. Bid proposals received without the prescribed Tender Processing Fees and Earnest Money Deposit (EMD, if applicable) or Bid Securing Declaration will be rejected. **In the event of any date indicated is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.**

9.0 Tender documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from ETS Portal of ISN-ETS at ***https://www.bharat-electronictender.com***. **It is mandatory to download official copy of Tender Document from ISN-ETS Portal to participate in the Tender**. Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this Tender shall be uploaded on ETI site. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above mentioned ETI site. The same may also be uploaded on SECI website ***http://www.seci.co.in*** also. **However, in case of any discrepancy, the information available on ETI site shall prevail**.

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

(i) Design & Engineering, Procurement & Supply of Equipment and Materials, Testing at Manufacturers Works, Multi – Level Inspections, Packing and Forwarding, Supply, Receipt, Unloading and Storage of WTGs and other equipment's at Site, Associated Civil Works, Services, Permits, Licences, Installation and Incidentals, Insurance at all Stages, Erection, Testing and Commissioning for 45.6 MW (AC) Wind Power Project.

(ii) Performance demonstration with associated equipment and materials on turnkey basis along with 10 (Ten) years comprehensive Operation and Maintenance.

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

11.0 EMD/Bid Securing Declaration shall be enclosed in a sealed envelope and shall be submitted in the office of EMPLOYER (offline) whose mailing address is mentioned in the Bid Information Sheet.

12.0 Performance Securities as per this tender document shall be furnished by the successful bidder after issuance of Notification of Award (NOA)/ Letter of Intent (LOI)/ Letter of Award (LOA) by the Owner.

13.0 The detailed Qualifying Requirements (QR) are given in the section, "Annexure to BDS".

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

15.0 ***EMPLOYER/ Owner reserves the right to cancel/ withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.***

16.0 **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 Wind Turbine Generators (WTGs) and other major wind power equipment/components 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.

17.0 All statutory and Government approval issued from time to time will prevail for the tender document and the bidders has to abide by that. Ex.: Public Procurement, Restriction on Procurement from Certain Countries etc.

18.0 **Restriction on Procurement from Certain Countries –**

Government of India have amended the General Financial Rules 2017 to enable imposition of restrictions on bidders from countries which share a land border with India on grounds of defence of India or matters directly or indirectly related thereto including national security. The Department of Expenditure has, under the said Rules, issued a detailed Order on public procurement to strengthen the defence of India and national security. Pl find the attached MoF OM No 6/18/2019-PPD dated 23.07.2020 in this regard.

As per the Order any bidder from such countries sharing a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Political and security clearance from the Ministries of External and Home Affairs respectively will be mandatory.

The Order takes into its ambit public sector banks and financial institutions, Autonomous Bodies, Central Public Sector Enterprises (CPSEs) and Public Private Partnership projects receiving financial support from the Government or its undertakings.

Accordingly, the bidder is required to fill & submit the attached Land Border sharing declaration under Sample Forms & Formats, on its letter head & submitted along with the bid. It's based on the Model clause as recommended by the MoF in the attached OM.

If at any stage, it's found that the provisions of the attached OM are not complied by the bidder, then the same will lead to the rejection of the bidder.

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 WORK/ JOB**	Design & Engineering, Procurement & Supply of Equipment and Materials, Testing at Manufacturers Works, Multi – Level Inspections, Packing and Forwarding, Supply, Receipt, Unloading and Storage of all equipment's at Site, Associated Civil Works, Services, Permits, Licences, Installation and Incidentals, Insurance at all Stages, Erection, Testing and Commissioning for 45.6 MW (AC) Wind Power Project, and performance demonstration with associated equipment and materials on turnkey basis along with 10 (ten) years comprehensive Operation and Maintenance. The detailed scope of work is given in Section VII: Scope of Work, specifications and Drawings of these bidding documents.
(B)	**TENDER NO. & DATE**	**SECI/C&P/OP/11/0003/26-27** dated 16.07.2026
(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**	It's a "Domestic Competitive Bidding" and hence this bid is open only for bidders registered within the Owner's country.
(F)	**COMPLETION/ CONTRACT PERIOD**	As mentioned in Special Conditions of Contract (SCC).
(G)	**COST OF BIDDING DOCUMENTS**	Free of cost
(H)	**TENDER PROCESSING FEE**	**INR 25,000 + applicable GST (Indian Rupees Twenty-Five Thousand only plus applicable GST)**
(I)	**EARNEST MONEY DEPOSIT (EMD)**	**INR 8,43,68,000/- (Indian Rupees Eight Crores, Forty-Three lakhs and Sixty-eight thousand only)**
(J)	**CONTRACT PERFORMANCE SECURITY**	As mentioned in Special Conditions of Contract (SCC) Section of the tender document.
(K)	**DATE, TIME & VENUE OF PRE-BID MEETING &**	**The details of the pre-bid meeting and venue shall be as per the notification issued on SECI website.**

	SITE VISIT	**Site Visit:** Prospective Bidders are advised to visit the proposed site to study the actual conditions and go through the plans/ drawings connected to the present scope of work etc including power evacuation system and Project capacities and get acquainted with the same before attending Pre-bid meeting.
(L)	**OFFLINE & ONLINE BID-SUBMISSION DEADLINE**	**As per NIT on ISN-ETS portal**
(M)	**OFFLINE & ONLINE BID OPENING**	**As per NIT on ISN-ETS portal**
(N)	**FINANCIAL BID OPENING**	To be intimated subsequent to the shortlisting of Techno Commercial Bids
(O)	**CONTRATUAL QUERIES CONTACT DETAILS**	1) Sh. Sandeep Rana DGM (C&P) Ph: 011-24666200 sandeeprana@seci.co.in 2) Sh. Biblesh Meena Sr. Manager (C&P) Ph: 011-24666270 biblesh@seci.co.in
(P)	**TECHNICAL QUERIES CONTACT DETAILS**	**Sh. Debajyoti Bordoloi** DGM (Projects) 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 E mail: debajyoti.b@seci.co.in Phone: 011-24666200/ 24666228
(Q)	**CONTACT DETAILS OF ETI**	**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

1.0 Bids must be submitted strictly in accordance with Clause no. 11 of ITB depending upon Type of Tender as mentioned at Clause no. (D) of Bid Information Sheet. The IFB is an integral and inseparable part of the Tender document.

2.0 Bidder(s) are advised to bid strictly as per terms and conditions of the tender documents and not to stipulate any deviations/ exceptions.

3.0 Any bidder, who meets the Qualifying Requirement and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from ETS Portal of ISN-ETS ***(https://www.bharat-electronictender.com)*** and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.

4.0 No Manual / Hard Copy of the Bid shall be acceptable.

5.0 Clarification(s)/ Corrigendum(s) if any shall also be available on above referred websites.

6.0 Owner will release NOA/ LOI/ LOA/ CA for LSTK (Lump Sum Turnkey)/ EPC (Engineering, Procurement & Commissioning) to the successful bidder. The NOA/ LOI/ LOA/ CA for LSTK/ EPC job shall be awarded in following respective parts as mentioned briefly below: -

(i) **First Contract (Supply & Service Part):** For providing the Ex Works Supply, materials including mandatory spares and any other supplies specified in the Tender Documents under the scope of Supply comprising of all services i.e., including Transportation and Insurance of all Equipment's till site, Unloading of all equipment's at Site, Storage, Handling at Site, Civil Works, Design, engineering, Erection, Installation, Testing and Commissioning of complete Wind Power Project including Performance Testing in respect of all the Equipment's supplied under the scope of Supply and any other services specified in the Contract Documents. Design & Engineering, Procurement & Supply of Equipment and Materials, Testing at Manufacturers Works, Multi – Level Inspections, Packing and Forwarding, Supply, Receipt, Unloading and Storage of all equipment's at Site, Associated Civil Works, Services, Permits, Licences, Installation and Incidentals, Insurance at all Stages, Erection, Testing and Commissioning for 45.6 MW (AC) Wind Power Project.

(ii) **Second Contract (O&M Part):** For providing Comprehensive operation & maintenance of the Wind Power plant for 10 (ten) years from the date of Operational Acceptance, as detailed in technical specification including supply and storage of all spare parts, consumables, repairs/ replacement of any defective equipment etc.

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

SECTION - II

INSTRUCTION TO BIDDERS (ITB)

TABLE OF CONTENTS

[A] GENERAL:

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

[B] BIDDING DOCUMENTS:

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

[C] PREPARATION OF BIDS:

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

[D] SUBMISSION OF BIDS:

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

[E] BID OPENING AND EVALUATION:

25. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
26. BID OPENING
27. CONFIDENTIALITY

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

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

35. AWARD
36. NOTIFICATION OF AWARD/ LETTER OF INTENT/ LETTER OF ALLOCATION
37. SIGNING OF CONTRACT AGREEMENT
38. VOID
39. PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES
40. VOID
41. AHR ITEMS
42. RISK OF REJECTION
43. INCOME TAX & CORPORATE TAX
44. IMPLEMENTATION OF INTEGRTIY PACT
45. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSEs)

[G] ANNEXURES:

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

Preamble

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

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

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

Further in all matters arising out of the provisions of this Tender document, the laws of the Union of India shall be the governing laws and the respective courts of Owner shall have exclusive jurisdiction of Indian courts at New Alipore Court, Kolkata, South24-Parganas, West Bengal, India.

[A] - GENERAL

1 SCOPE OF BID

1.1 The EMPLOYER wishes to receive Bids as described in the Bidding documents/ Tender documents issued by EMPLOYER.

1.2 SCOPE OF BID: The scope of work/ Services shall be as defined in the Tender documents.

1.3 The successful bidder will be expected to complete the entire scope of work within the period stated in Section - V, Special Conditions of Contract.

1.4 Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2 ELIGIBLE BIDDERS

2.1 The Bidder shall not be under a declaration of ineligibility by EMPLOYER for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause no. 39" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).

2.2 The Bidder (either individually or as a consortium or any of the participating members of the Consortium) shall not have been debarred by EMPLOYER/ 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 EMPLOYER by the bidder.

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

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

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to EMPLOYER by the bidder.

It shall be the sole responsibility of the bidder to inform EMPLOYER in case the bidder is under any liquidation court receivership or similar proceedings on due date of submission of

bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no. 39 of ITB.

2.4 Bidder shall not be affiliated with an entity:

(i) that has provided consulting services related to the work to the EMPLOYER/ Owner during the preparatory stages of the work or of the project of which the works/ services forms a part of or

(ii) that has been hired (proposed to be hired) by the EMPLOYER/ Owner as an Engineer/ Consultant for the contract.

2.5 Neither the entity [appointed as the Project Management Consultant (EMPLOYER)/Consultancies for a contract] nor its affiliates/ JV's/ Subsidiaries shall be allowed to participate in the tendering process.

2.6 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria as mentioned in the Annexure to BDS.

3 BIDS FROM CONSORTIUM/ JOINT VENTURE

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

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

5 COST OF BIDDING & TENDER PROCESSING FEE

5.1 COST OF BIDDING

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

5.2 TENDER PROCESSING FEE (NON-REFUNDABLE)

5.2.1 A non- refundable Tender Processing Fee, if applicable, is to be submitted in the form of 'either through NEFT/ RTGS transfer in the account of SECI or Demand Draft/ Banker's Cheque in favour of "Solar Energy Corporation of India Limited, New Delhi" payable at New Delhi. The Tender Processing Fee is to be submitted along with the bid for the amount as mentioned in

the Bid Information Sheet attached under Section - I (Invitation for Bids, IFB). Bids submitted without payment of requisite Tender Processing Fee will be treated as non-responsive and shall be liable for rejection.

5.3 **The Tender Processing Fee is exempted for MSE Vendors registered under NSIC/Udyog Aadhar/ DIC Category only.**

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

6 SITE VISIT

6.1 The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.

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

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

[B] - BIDDING DOCUMENTS

7 CONTENTS OF TENDER DOCUMENTS

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

- Section-I : Invitation for Bids [IFB]
- Section-II : Instructions to Bidders [ITB]
- Section-III : Bid Data Sheets [BDS]
  Annexure to Bid Data Sheets [Qualifying Requirements]

- Section-IV : General Conditions of Contract [GCC]
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Sample Forms and Formats
- Section-VII : Scope of Work & Technical Specifications
- Section-VIII : Schedule of Rates [SOR]/ Price Schedule [PS]/ Format for Price Bid

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

8 CLARIFICATIONS OF TENDER DOCUMENTS

8.1 A prospective Bidder requiring any clarification(s) of the Tender Documents may notify EMPLOYER in writing by E-mail or at EMPLOYER's mailing address indicated in the Bid Information Sheet no later than 02 (Two) working days after the pre-bid meeting (in cases where pre-bid meeting is scheduled) or 15 (Fifteen) days prior to the bid closing date (in cases where pre-bid meeting is not held). EMPLOYER reserves the right to ignore the bidders request for clarification if received beyond the aforesaid period. EMPLOYER may respond in writing to the request for clarification. EMPLOYER's response including an explanation of the query, but without identifying the source of the query will be uploaded on ETS Portal of ISN-ETS ***https://www.bharat-electronictender.com*** and/ or EMPLOYER's website ***www.seci.co.in***.

8.2 Any clarification or information required by the Bidder but same not received by the EMPLOYER at clause 8.1 above is liable to be considered as "no clarification/ information required".

8.3 Clarifications sought by the bidders are to be mandatorily submitted in the SECI provided format only provided along with the Tender document. Pre-Bid queries submitted in any other format will not be considered.

9 AMENDMENT OF TENDER DOCUMENTS

9.1 At any time prior to the 'Bid Due Date', EMPLOYER may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Documents by addenda/ corrigendum.

9.2 Any addendum/ corrigendum thus issued shall be part of the Tender Documents and shall be hosted on ETS Portal of ISN-ETS ***https://www.bharat-electronictender.com*** and/ or EMPLOYER's website ***www.seci.co.in***. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.

9.3 The EMPLOYER, if consider necessary, may extend the date of submissions of Bid in order

to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

[C] - PREPARATION OF BIDS

10 LANGUAGE OF BID:

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

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

11. DOCUMENTS COMPRISING THE BID

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

I. Fundamental Compliance Documents under Offline Mode

The Following Fundamental Bid Compliance documents listed below are 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)}.

(a) 'Covering Letter' on Bidder's 'Letterhead' (in Original) clearly specifying the enclosed contents, as per 'Form F-1'
(b) EMD, if applicable in original as per Clause 16 of ITB as per 'Form F-2' or as prescribed.
(c) Power of Attorney for authorized signatory in non-judicial stamp paper (as per 'Form F-3')
(d) Copy of Board Resolution
(e) 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 should note that it's a complete "ONLINE BID" & no documents are to be submitted in Hard Copy (Except the Fundamental Bid Compliance documents)

Further, Bidder shall submit the above-mentioned Fundamental Bid Compliance documents only under Offline Mode, which are required to establish the Fundamental

requirements of the Bids. Same are required to be submitted to SECI Office, maximum within "**Last Date & time of online Bid submission + 2 Working Days**" (Example: Last Date of Bid submission is 07th September 2026 by 1800 Hours, then the Fundamental Bid Compliance documents may be submitted latest by 09th September 2026 by 1800 Hours), post which no document would be accepted and the bids lacking in the Fundamental Bid Compliance documents will be rejected.

In all circumstances the Last Date of online Bid submission will be treated as the final Bid submission deadline.

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

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

II. Online Documents/Soft Copy

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

II (a) As part of First Envelope

(a) The Electronic Form of the bid for First Envelope (Techno-Commercial), as available on the ISN-ETS portal, shall be duly filled.
(b) Scanned copies of all the above-mentioned original documents during online Bid Submission as a part of First envelope and Bid Form for first envelope.
(c) Certificate of Incorporation
(d) 'Bidder's General Information', as per 'Form F-1'.
(e) 'No Deviation Confirmation', as per 'Form F-6'.
(f) 'Bidder's Declaration regarding Banning, Liquidation etc.', as per 'Form F-7'
(g) 'Declaration regarding the procurement of WTGs from Approved List of Models and Manufacturers (Wind) i.e. ALMM (Wind), as per 'Form F-12'
(h) 'Bidders Experience as per 'Form F-13'
(i) Format of Chartered Accountant certificate for financial capability of the bidder as per 'Form F-16'
(j) 'E-Banking Format as per 'Form F-19'
(k) 'Shareholding Certificate' as per 'Form F-23'
(l) 'Format for Cyber Security Agreement' as per 'Form F-25'
(m) 'Integrity Pact Format' as per 'Form F-26'
(n) "Format of Payment on Order Instrument to be Issued by REC/PFC (in Lieu of BG Towards EMD)" as per 'Form F-27'
(o) " Format of Payment on Order Instrument to be Issued by REC/PFC (in Lieu of BG Towards PBG)" as per 'Form F-28'
(p) 'Form F-29': Not applicable

(q) Form of Undertaking by the Bidder and the Firm as per 'Form F-30' (if applicable)
(r) Form of Insurance Surety Bond towards EMD as per Format F-31
(s) Form of Insurance Surety Bond towards PBG as per Format F-32
(t) Format for "Restriction on procurement from certain countries", 'Form F-34'.
(u) Documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification
(v) Document showing annual turnover for the financial years as required in Qualifying Requirements (QR) such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed Format F-16

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

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

12.1 Unless stated otherwise in the Tender Documents, the Contract shall be for the whole works as described in Tender Documents, based on the rates and prices submitted by the Bidder and accepted by the EMPLOYER/ Owner. The prices quoted by the Bidders should indicate clearly the Goods & Service Tax (GST) components as also mentioned under the SOR.

12.2 Prices must be filled in format for "Schedule of Rates [SOR]/ Price Schedule [PS]/ Bid Prices" enclosed as part of Tender documents under Section - VIII. If quoted in separate typed sheets, such bids may be rejected.

12.3 Bidder shall quote for all the items of "SOR/ PS" after careful analysis of cost involved for the performance of the completed item considering all parts of the Tender Document. In case any activity though specifically not covered in description of item under "SOR/ PS" but is required to complete the works as per Specifications, Scope of Work/ Service, Standards, "GCC", "SCC" or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.

12.4 All Goods & Service Tax (GST) components [applicable for both Centre and state] payable by the Contractor under the Contract, or for any other cause, shall be mentioned as per the SOR formats Schedule Nos 1-4.

12.5 Prices quoted by the Bidder, shall remain FIRM and Fixed and valid until completion of the Contract and will not be subject to variation on any account.

12.6 In case of any variation (positive/ negative) in existing rates of taxes/ duties/ levies or a new tax/ duty/ levy is introduced or any existing tax/ duty/ levy is abolished or application of any Tax in the course of the performance of this Contract, which will/ may impact the overall pricing in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to factor any such change by addition to the Contract Price or deduction

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

The term Change in Law shall refer to the occurrence of any of the following events pertaining to this project only after the last date of the 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 change in any withholding tax on income or dividends distributed to the shareholders of the Contractor, or (iii) any change on account of regulatory measures by the Appropriate Commission.

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

12.8 Bidder need to submit the detailed break-up of Goods & Service Tax (GST) (applicable for both Central and State) in the SOR formats viz Schedule Nos 1-4. 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.

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

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

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

13.1 Bidders are required to submit a copy of the GST Registration Certificate or GST provisional

certificate while submitting the bids wherever GST tax is applicable.

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

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

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

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

13.4 In case of statutory variation in GST during entire period of the Contract, the Contractor 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 contractor's account whereas any decrease in the rate shall be passed on to the EMPLOYER/ Owner.

13.5 Owner will reimburse the GST to the Contractor at actuals against submission of ITC based invoices issued in accordance with GST rules. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion.

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

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

14 BID CURRENCIES:

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

15 BID VALIDITY

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

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

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

16 EARNEST MONEY DEPOSIT (EMD)

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

16.2 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-4 of the bidding documents**. Bidders shall ensure that EMD, having a validity of at least 30 (Thirty) Days beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Tender Document. In case of any extension in validity of bid, the EMD shall be extended suitably. The EMD shall be submitted in Indian Rupees only.

16.3 The **'EMD'** is required to protect EMPLOYER/ Owner against the risk of Bidder's conduct, which would warrant the EMD's forfeiture, pursuant to "ITB: Clause-16.8".

16.4 The Bidder shall furnish the Bank Guarantees towards EMD issued by any Indian branch of a Scheduled Commercial Bank as listed on the website of Reserve Bank of India (RBI), as applicable on the date of issuance of bank guarantee.

16.5 Bid not accompanied with required amount of EMD shall be liable for rejection.

16.6 'Earnest Money Deposit' of all the unsuccessful Bidders disqualified at the stage of Techno-Commercial evaluation, e-RA shortlisting or during/after e-RA process will be discharged/ returned as promptly as possible, but not later than '30 [thirty] days' of their respective disqualification.

16.7 The successful bidder's (L1 bidder) 'Earnest Money Deposit' will be discharged upon the

Bidder's signing the 'Contract Agreement' and furnishing the 'Performance Security duly vetted by the Bank'.

16.8 Notwithstanding anything contained herein, the 'EMD' may also be forfeited in any of the following cases:

(a) If a Bidder withdraws or varies his Bid during the 'Period of Bid Validity'
(b) If a Bidder has indulged in corrupt/ fraudulent/ collusive/ coercive practice
(c) Violates any other condition, mentioned elsewhere in the tender document including deviations or conditional bid.
(d) In the case of a successful Bidder, if the Bidder fails to:

(i) acceptance of the NOA/ LOI/ LOA.
(ii) to furnish "Performance Security.
(iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.

16.9 In case EMD is in the form of 'Bank Guarantee', the same must indicate Bid Document Number 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-4A'.

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

17 PRE-BID MEETING

17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in Bid Information Sheet under Section - I, Invitation for Bids, IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.

17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on SECI & ETI website against the Tender. Any modification of the Contents of Tender Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the EMPLOYER exclusively through the issue of an Addendum/ Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.

17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18 SIGNING OF BID/TENDER DOCUMENT

18.1 The First and Last Pages of original tender documents including amendments, clarifications if any shall be typed or written in indelible ink [in the case of copies, photocopies are also

acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA) before uploading at ISN-ETS online portal. The name and position held by each person signing, must be typed or printed below the signature.

19 ZERO DEVIATION AND REJECTION CRITERIA

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

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

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

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

20 E-PAYMENT

Owner has initiated payments to Suppliers and Contractors electronically, and to facilitate the payments electronically through **'e-banking'**. The successful bidder should give the details of his bank account as per the bank mandate form enclosed at Format F-19 in Section-VI, Sample Forms and Formats of the Tender documents.

[D] - SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BIDS

21.1 Bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document.

21.2 Offline documents (Specific documents only) as mentioned in clause no. 11.I of Section - II, Instructions to Bidders (ITB) of the Tender document shall be submitted in a Sealed Covering Envelope. The Covering Envelope shall have the following Sticker

Offline Tender Document for "Tender for Design, Engineering, Supply, Construction, Erection, Testing, Commissioning and Maintenance of 45.6 MW ISTS Connected Wind Power Project at Ramagiri, Sri Sathya Sai District, Andhra Pradesh (Package 2:Wind)"	
Tender Document No.	**SECI/C&P/OP/13/_____**
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**

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

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

22 DEADLINES FOR SUBMISSION OF BIDS

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

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

22.3 EMPLOYER/ Owner may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9 of ITB refers). In which case all rights and obligations of EMPLOYER/ Owner and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of bid submission date will be uploaded on ETS Portal of ISN-ETS ***https://www.bharat-electronictender.com*** and/ or EMPLOYER's website ***www.seci.co.in***.

23 LATE BIDS

23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.

23.2 E-tendering system shall close immediately after the deadline for submission of bid and no bids can be submitted thereafter.

23.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/ opening/ award if not received to the specified destination within stipulated date & time.

24 MODIFICATION AND WITHDRAWAL OF BIDS

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

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

24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provision of clause 21 of ITB, with the outer and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.

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

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

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

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

EMPLOYER/ Owner reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for EMPLOYER's/ Owner's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which EMPLOYER/ Owner shall respond quickly.

[E] - BID OPENING AND EVALUATION

26 BID OPENING

26.1 ***Unpriced Bid Opening:***

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

26.2 ***Priced Bid Opening***:

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

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

26.2.3 As it's an online bidding system, Bidder's attendance during the Price Bid opening in EMPLOYER'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. EMPLOYER may also intimate the Techno commercial qualified bidders through mails for the opening of price bids.

27 CONFIDENTIALITY

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

28 CONTACTING THE EMPLOYER/ OWNER

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

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

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

29.1 The EMPLOYER's/Owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the EMPLOYER will determine whether each Bid: -

(a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
(b) 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 EMPLOYER/ Owner may require to determine responsiveness pursuant to "ITB: Clause-29.2"

29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Tender Documents without material deviations or reservations or omissions for this purpose EMPLOYER defines the foregoing terms below: -

a) "Deviation" is departure from the requirement specified in the tender documents.
b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.

29.3 A material deviation, reservation or omission is one that,

a) If accepted would,
   i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
   ii) Limit, in any substantial way, inconsistent with the Tender Document, the EMPLOYER's rights or the bidder's obligations under the proposed Contract.
b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

29.4 The EMPLOYER shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.

29.5 If a Bid is not substantially responsive, it may be rejected by the EMPLOYER and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.

30 CORRECTION OF ERRORS

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

will prevail.

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

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

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

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

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

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

32 EVALUATION OF BIDS & E REVERSE AUCTION

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

32.1 Evaluation of Techno - Commercial Part (First Envelope)

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

a. overall completeness and compliance with the Technical Specifications 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 EMPLOYER/ Owner deems necessary or prudent to take into consideration.

d. Any deviations to the commercial and contractual provisions stipulated in the Tender

Documents.

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

32.2 Opening of Second Envelope by EMPLOYER

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

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

32.3 Evaluation of Financial Part (Second Envelope)

32.3.1 The EMPLOYER will examine the Price Part (Second Envelopes) to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed/digitally signed, and whether the bids are generally in order.

32.3.2 The Price Part containing any deviations and omissions from the contractual and commercial conditions and the Technical Specifications which have not been identified in the First Envelope are liable to be rejected.

32.3.3 Arithmetical errors will be rectified in line with Clause no. 30 of ITB.

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

32.3.6 The EMPLOYER's comparison will also include the costs resulting from application of the evaluation procedures described below:

a) The Evaluated Bid Value (EBV) shall be calculated using the following method:

i. Design, Supply and Installation (DSI) or EPC Price i.e., Total sum of Schedule Nos 1 & 2 including:

• Ex Works basis Supply of Plant and Mandatory Spare Parts Supplied from Within the EMPLOYER's Country on EXW basis (i.e. including GST) as per Schedule No 1/SOR 1, Plus

• Freight, Design, Civil & Installation and Other Services including GST/Taxation as per

Schedule No 2/SOR 2, Plus

ii. NPV of O&M for the total O&M period in years, as mentioned in the tender document i.e., Schedule No 3/SOR 3 including

• Net Present Value (NPV) of O&M Price including GST/Taxation for the total O&M period for the plant facilities to be calculated at a discounting rate as per Price Schedule No 3/SOR 3.

Discounting Rate for NPV calculation considered is 8.30%

Evaluated Bid Value (EBV), as given under Schedule No 4/SOR 4 = sum of (i) and (ii).

b) Different Schedule details are as follows:

Schedule No. 1: Ex Works basis Supply of Plant and Mandatory Spare Parts Supplied from Within the EMPLOYER's Country on EXW basis (i.e., including GST)

Schedule No. 2: Freight, Design, Civil & Installation and Other Services including GST/Taxation

Schedule No. 3: Net Present Value (NPV) of O&M Price including GST/Taxation for the total O&M period for the plant facilities to be calculated at a given discounting rate

Schedule No. 4: Grand Summary (Schedule Nos.1 to 3)

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

32.4 Evaluation of Price Bid

32.4.1 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- 4 Format of Schedule of Rates & the lowest (L1) evaluated Bid as such, will be selected for the Notification of Award (NOA) subject to the successful bidder selected after E-Ra (Clause 32.4.2).

b) The mentioned Total Evaluated Bid Value will be considered up to 2 decimal places only.

c) Bidder with the Total lowest EBV shall be L-1, Bidder with Second lowest EBV shall be L-2 & so on subject to the successful bidder selected after E-Ra (Clause 32.4.2)

d) The Total Evaluated Bid Value shall be inclusive of Goods & Service Tax (GST) as quoted by the bidder. The award shall be placed Inclusive of GST with taxation bifurcation separately 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). However, in case of any variation in the line-item prices during BBQ stage the approval of the Owner with due justification will be obtained, keeping the overall price of the Contract constant.

The Contractor would be required to provide detailed Bill of Quantity (BOQ) at the BBQ stage and HSN code of the respective goods/services post award during the design approval phase. This will be used by the Owner at the time of payment to the Contractor. Accordingly, bidders should diligently quote the GST component in the bid.

Owner shall reimburse the amount of GST as per the rates mentioned by Contractor in the detailed BOQ. In case of any statutory variation in GST during the currency of the Contract, same will be reimbursed to the Contractor subject to the treatment provided under clause No 51 of the GCC of the Bidding document, only in respect of the items/quantity which have been mentioned by the Contractor in the detailed BOQ.

In case of imported Equipment/items purchased from third party (Bought-Out Items) are supplied to the EMPLOYER/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.

32.4.2 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. After financial bid evaluation, the bidders shall be shortlisted in the ascending order of price bid quoted. Keeping minimum 03 Bids eligible for e-RA, the H1 bidder (bidder with highest EBV) will be eliminated at this stage itself and resultant as such, will be eligible for e-RA. If the price bid quoted is same for two or more bidders, then all the bidders with same price bid shall be considered of equal rank/ standing in the order.

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

   Evaluated Bid Values (EBV) for all the Bidders shall be compared to determine the lowest Evaluated Bid Value (EBV) as given under Schedule No- 4 Format of Schedule of Rates. Further, the lowest (L1) evaluated Bid as such, will be selected for the Notification of Award (NOA) subject to the successful bidder selected after E-Ra (Clause 32.4.2).

- At least one week prior to e-RA, an advance intimation regarding the date and time of the e-RA will be sent by email to all bidders whose technical & financial bids have been opened and found to be qualified. However, from this advance intimation it shall not be construed by the bidders that they have been shortlisted for e-RA. Further at least two hours before the schedule start time of e-Auctioning, a system generated email for invitation for e-Auctioning

will be sent to all those bidders only who have been shortlisted based on the criteria mentioned.

- Shortlisted bidders for e-Auctioning will be able to login into the ISN website of auctioning 15 minutes before the start time of e-auctioning.

- At the start of e-auctioning process, the bid along with the list of short-listed bidders shall be displayed with their pseudo names as their first round bid along with the NPV value of O&M quotation per year submitted and calculated as per SOR. The auctioning shall be on both the EPC price and NPV value of the O&M quoted by the bidder.

  The minimum decrement step for e-Auctioning is in the multiples of ***Rs. 18,00,000/- (Indian Rupees Eighteen Lakh only)*** in EPC & NPV of O&M Price bid (Firm value of the financial proposal as the sum of individual bid value of supply, erection and civil works including GST & NPV value of O&M including GST), i.e. each decrement shall be in **multiples of Rs.18,00,000/- (Indian Rupees Eighteen Lakh only**). At the end of the e-RA, the final discount offered by the bidder, in the form of price reduction so offered on the EPC & NPV value of O&M price, shall be applied proportionately to all of the SOR Line items price (EPC Price + NPV of O&M price) quoted by the bidder initially in the financial bid. Accordingly, the revised reduced price of all of the SOR line items of the EPC & NPV of O&M will be derived. This proportionate price reduction will be applicable on both the EPC price & NPV value of O&M price, on which the e-RA has been actually conducted.

- **While applying the price reduction obtained after e-RA, all the SOR line items of the Schedule Nos 1 & 2 / SOR 1 & 2 (DSI Price of Supply & Service or the EPC price) can be straight away reduced by applying the % reduction factor uniformly on all the line items of Schedule Nos 1 & 2 / SOR 1 & 2. Same way, the NPV value of each year line item of O&M value under Schedule No 3/SOR – 3, can also be straight away reduced by applying the % reduction factor uniformly on all the line items of Schedule No 3/SOR – 3. However, as the reduced line items so arrived will be the NPV values of each year O&M value, so for the purpose of award, absolute values of each year O&M price line item wise will then be back calculated by dividing the finally arrived (After applying % reduction factor post e-RA) yearly reduced NPV values by the respective year "Discounting Rate for NPV calculation" & thereby, the absolute value of O&M price will be calculated on yearly basis. The award will be placed on the absolute value of O&M price including GST only and not on NPV of O&M price. NPV values are considered for the purpose of price bids evaluation only.**

- L2, L3, L4…. LN Bidders have to mandatorily apply their decrements suitably so as to beat the L1 price in the first go itself, else system will not accept their respective Bids. However, at no stage, increase in EPC & NPV of O&M price will be permissible.

- During E- Auctioning, no revision in total price for which a bidder is considered qualified after evaluation of Technical Bid is allowed.

- The initial auctioning period will be of **one (01) hour** with a provision of **auto extension by eight minutes** from the scheduled/ extended closing time if any fresh bid is received in last eight minutes of auctioning period or extended auctioning period. If no valid bid is received

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

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

- First round EPC and NPV of O&M price as their start price initially and thereafter last quoted EPC & NPV of O&M Price.
- The auction will be conducted on the total sum of EPC & NPV of O&M price.
- The list of last quoted EPC & NPV of O&M price (i.e. last Bid Value) of all bidders with their Pseudo Identities and their time of quote.

4. Selection of Successful Bidders

Post e-RA, the bidders shall be selected in the ascending order with lowest quoted Evaluated Bid value (EPC + NPV of O&M price) (being L1).

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

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

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

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

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

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

6. In all cases, SECI's decision regarding selection of bidder through E-Auctioning or even annulment of tendering process shall be final and binding on all participating bidders.

7. **Void.**

32.4.3 Other Instructions

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

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

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

33 COMPENSATION FOR EXTENDED STAY

NOT APPLICABLE

34 PURCHASE PREFERENCE

NOT APPLICABLE

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

35 AWARD

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

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

36.1 Prior to the expiry of 'Period of Bid Validity', Owner will notify the successful bidder in writing, in the form of "Notification of Award (NOA)"/ "Letter of Intent (LOI)"/ "Letter of Allocation (LOA)" through e-mail/ courier/ registered post, that his Bid has been accepted. The acceptance of the notification of award will constitute the formation of the Contract.

36.2 Contract Period shall commence from the date of "Notification of Award"/ "Letter of Intent"/ "Letter of Allocation" or as mentioned in the Notification of Award/ Letter of Intent/ Letter of Allocation. The "Notification of Award"/ "Letter of Intent"/ "Letter of Allocation" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-37".

36.3 The "Notification of Award (NOA)"/ "Letter of Intent (LOI)"/ "Letter of Allocation (LOA)" shall be issued to successful bidder in duplicate. The successful bidder is required to return its duplicate copy duly signed and stamped on each page within 07 days of its issuance including all the Appendix, Annexures as a token of acceptance.

36.4 Incase the successful bidder fails to acknowledge the acceptance of “Notification of Award (NOA)"/ “Letter of Intent (LOI)”/ “Letter of Allocation (LOA)” as mentioned above vide clause no. 36.3, same will be treated as a case of non-responsiveness & default and EMPLOYER/ Owner may take suitable action to get the project successfully executed.

36.5 In case of Non-responsive/Non acceptance to the NOA or CA or non-submission of timely Performance Security by the successful bidder, SECI at its sole discretion may take appropriate actions with the forfeiture of EMD, if applicable & may annul the entire Tendering process at its sole discretion.

37 SIGNING OF CONTRACT AGREEMENT

37.1 Within 30 (Thirty) days of the release of Notification of Award (NOA) by the owner, the successful Bidder/ Contractor shall be required to execute the 'Contract Agreement' with Owner on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/ Contractor] and of 'state' specified in Bidding Data Sheet (BDS).

37.2 Incase the successful bidder fails to execute the ‘Contract Agreement’ as mentioned above vide clause no. 37.1, same will be treated as a case of non-responsiveness & default and EMPLOYER/ Owner may take suitable action to get the project successfully executed. Same shall constitute sufficient grounds for the forfeiture of EMD, if applicable.

37.3 In case of Non-responsive/Non-acceptance to the NOA or CA or non-submission of timely Performance Security by the successful bidder, SECI at its sole discretion may take appropriate actions with the forfeiture of EMD, if applicable & may annul the entire Tendering process at its sole discretion.

38. VOID

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

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

39.2 Annexure-I deliberates in detail the all consequences pertaining to clause no. 39.

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

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

The Vendor/ Supplier/ Contractor/ Bidder/ Consultant understands and agrees that in such cases where Vendor/ Supplier/ Contractor/ Bidder/ Consultant has been banned (in terms of aforesaid procedure) from the date of issuance of such order by EMPLOYER/ Owner, such

decision of EMPLOYER/ Owner shall be final and binding on such Vendor/ Supplier/ Contractor/ Bidder/ Consultant and the 'Arbitration clause' in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue/ dispute arising in the matter.

40 VOID

41 AHR ITEMS

NOT APPLICABLE

42 RISK OF REJECTION

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

43 INCOME TAX & CORPORATE TAX

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

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

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

43.4 **MENTIONING OF PAN NO. IN INVOICE/ BILL**

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

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

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

44 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:

- Shri Rakesh Mohan, IA&AS (Retd.), e-mail Id: rmohan1987@gmail.com
- Shri Najib Shah, IRD (Retd.), e-mail Id: najibshah@hotmail.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.: Executive Director (C&P)
Telephone Nos.: - 0091-(0)11-24666200

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-19 under "Section-VI Sample Forms and Formats".

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

45.1 From time to time, the Government of India lays down procurement policies to help inclusive national economic growth by providing long-term support to micro, small and medium enterprises and disadvantaged sections of society. The Procurement Policy for Micro and Small Enterprises, 2012 [amended 2018 and 2021] has been notified by the Government in exercise of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006. Details of the policy along with the amendments issued in 2018 and 2021 are available on the MSME website.

45.2 Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy.

45.3 To reduce the transaction cost of doing business, MSEs will be facilitated by providing them tender documents free of cost, exempting MSEs from payment of earnest money deposit, adopting e-procurement to bring transparency in tendering process. However, exemption from paying Performance Bank Guarantee is not covered under the policy.

45.4 Chapter V of the MSMED Act, 2006 also has provision for ensuring timely payments to the MSE suppliers. The period agreed upon for payment must not exceed forty-five days after the supplies.

45.5 In tender, participating Micro and Small Enterprises (MSE) quoting price within price band

of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE and such MSE shall be allowed to supply up to 25 (twenty-five) per cent of total tendered value. The 25(twenty-five) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSEs within such price band.

45.6 Within this 25% (Twenty Five Percent) quantity, a purchase preference of four (4) per cent s reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs and three (3) percent is reserved for MSEs owned by women entrepreneur (if they participate in the tender process and match the L1 price).However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, four percent sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs and three (3) percent earmarked to women entrepreneur will be met from other MSEs. . MSEs would be treated as owned by SC/ ST entrepreneurs:

a) In case of proprietary MSE, proprietor(s) shall be SC /ST;
b) In case of partnership MSE, the SC/ ST partners shall be holding at least 51% (fifty-one percent) shares in the unit;
c) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ ST promoters.

45.7 If subcontract is given to MSEs, it will be considered as procurement from MSEs.

45.8 In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.

45.9 To develop MSE vendors so as to achieve their targets for MSEs procurement, Central, the Procuring entity shall take necessary steps to develop appropriate vendors by organizing Vendor Development Programmes (VDPs) or Buyer-Seller Meets focused on developing MSEs for procurement through the Government e-Marketplace (GeM) portal.

45.10 The procurement of Goods and Services from Micro & Small Enterprises shall be as per the Government policy as amended from time to time. The intent should be to have enabling provisions for maximum participation. The letter is attached as Annexure V with this Procurement Policy.

45.11 As an initiative of Government of India & RBI towards Make in India, Skill India & Financial Inclusion, to provide a platform for bill discounting for MSME vendors, SECI has entered into an association / agreement with following 3 (three) financial institutions:

1. Receivables Exchange of India (RXIL), which is a joint-venture between National Stock Exchange and SIDBI;
2. A Treds, a joint-venture between Axis Bank and Mjunction Services; and
3. Mynd Solution which runs M1 Exchange

MSE vendors can register on a digital platform which connects MSME Service Providers and their Buyers to multiple financiers. It enables MSME Service Providers, under an efficient & transparent bidding mechanism, to sell their invoices to financiers, thus unlocking working capital / generating liquidity quickly, without impacting their relationship with Buyers.

========== X ==========

Annexure-I

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

A Definitions:

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

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

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

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

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

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

A.6 "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 EMPLOYER/ Owner investigating into the conduct of Agency/ party and shall include the Vigilance Department of the EMPLOYER/ Owner, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) **During execution of contract:**

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

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

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

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

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

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

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

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

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

B.2.2 Period of Banning

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

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

C Effect of banning on other ongoing contracts/ tenders

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

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

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

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

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

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

Department when

(i) Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.

(ii) Vigilance Department based on the input from Investigating agency, forward for specific immediate action against the agency.

(iii) Nonperformance of Vendor/ Supplier/ Contractor/ Consultant leading to termination of Contract/ Order.

D.2 Suspension Procedure:

D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

D.2.2 During the period of suspension, no new business dealing may be held with the agency.

D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.

D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.

D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from EMPLOYER/ Owner.

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

D.3 Effect of Suspension of business:

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

D.3.1 No enquiry/ bid/ tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.

D.3.2 If an agency is put on the Suspension List during tendering:

D.3.2.1 after issue of the enquiry/ bid/ tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and EMD, 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 EMPLOYER/ Owner or the Ministry of New & Renewable Energy (ii) bidder is not banned by any Government Department/ Public Sector.

E Debarment of Suppliers/Bidders

E.1 Registration of suppliers/Bidders and their eligibility to participate in Procurement Entity's procurements is subject to compliance with Code of Integrity for Public Procurement and good performance in contracts. Further, A bidder shall be debarred if he has been convicted of an offence-

i, a) under the Prevention of Corruption Act, 1988; or
b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

ii. A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.

iii. The Procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity.

iv. The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment

E.2 Definitions

a) Firm: The term 'firm' or 'bidder" has the same meaning for the purpose of these Guidelines, which includes an individual or person, a company, a cooperative society, a Hindu undivided family and an association or body of persons, whether incorporated or not, engaged in trade or business.

b) Allied firm: All concerns which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. In determining this, the following factors may be taken into consideration:

1. Whether the management is common;

2. Majority interest in the management is held by the partners or directors of banned/ suspended firm;

3. Substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice.

4. Directly or indirectly controls, or is controlled by or is under common control with another bidder.

5. All successor firms will also be considered as allied firms.

The terms “banning of firm”, ‘suspension’, ‘Black-Listing’ etc. convey the same meaning as of “Debarment".

E.3 Orders for Debarment of a firm(s) shall be passed keeping in view of the following:

i) A bidder or any of its successors may be debarred from participating in any procurement process for a period not exceeding two years.

ii) Firms will be debarred if it is determined that the bidder has breached the code of integrity.

iii) A bidder can also be debarred for any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Procuring Entity, warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide “Bid Securing Declaration (if applicable)” etc.

iv) It will only be applicable to all the attached/ subordinate offices of the procuring Entity/SECI issuing the debarment Order.

v) The procuring Entity/SECI before issuing the debarment order against a firm must ensure that reasonable opportunity has been given to the concerned firm to represent against such debarment (including personal hearing, if requested by firm).

vi) procuring Entity/SECI that issued the order of debarment can also issue an Order for revocation of debarment before the period of debarment is over, if there is adequate justification for the same.

vii) The procuring Entity/SECI will maintain list of debarred firms, which will also be displayed on its website.

viii) Debarment is an executive function and should not be allocated to Vigilance Department.

ix) It is possible that the firm may be debarred concurrently by more than one Ministry/Department. Ministries/ Departments at their option may also delegate powers to

debar bidders to their CPSUs, Attached Offices/ Autonomous Bodies etc. In such cases, broad principles for are to be kept in mind. Debarment by such bodies like CPSUs etc. shall be applicable only for the procurements made by such bodies. Similarly, Government e-Marketplace (GeM) can also debar bidders up to two years on its portal. In case of debarments, revocation of the debarment orders before expiry of debarred period should be done only with the approval of the CMD/MD.

E.4 Other Provisions:

i) No contract of any kind whatsoever shall be placed to debarred firm including its allied firms after the issue of a debarment order. Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of tender (first bid, normally called as technical bid, in case of two packet/two stage bidding) nor debarred on the date of contract. Even in the cases of risk purchase, no contract should be placed on such debarred firms.

ii) If case, any debar firms has submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred firms shall be returned to them.

iii) Contracts concluded before the issue of the debarment order shall, not be affected by the debarment Orders.

iv) The Debarment shall be automatically extended to all its allied firms. In case of joint venture/ consortium is debarred all partners will also stand debarred for the period specified in Debarment Order. The names of partners should be clearly specified in the “Debarment Order”.

v) Debarment in any manner does not impact any other contractual or other legal rights of the procuring entity.

vi) The period of debarment shall start from the date of issue of debarment order.

vii) The Order of debarment will indicate the reason(s) in brief that lead to debarment of the firm.

viii) Ordinarily, the period of debarment should not be less than six months.

ix) In case of shortage of suppliers in a particular group, such debarments may also hurt the interest of procuring entity. In such cases, endeavour should be to
pragmatically analyze the circumstances, try to reform the supplier and may get a written commitment from the supplier that its performance will improve.

Annexure-II

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

1. General

Special Instructions (for e-Tendering).

Submission of Online Bids is mandatory for this Tender.

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

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

2. About E-Tender Portal (Web)

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

3. Pre-requisite for participation in bidding process

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

3.1 PC/ Laptop with Windows OS, Internet Explorer

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

3.2 Internet Broadband Connectivity

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

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

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

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

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

Tender Bidding Methodology:

Sealed Bid System

Single Stage Two Envelope

Auction

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

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

4.1 Broad Outline of Activities from Bidder's Perspective:

4.1.1 Procure a Class III Digital Signing Certificate (DSC).
4.1.2 Register on Electronic Tender System® (ETS)
4.1.3 Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA
4.1.4 View Notice Inviting Tender (NIT) on ETS
4.1.5 For this tender -- Assign Tender Search Code (TSC) to a MA
4.1.6 Download Official Copy of Tender Documents from ETS Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
4.1.7 Clarification to Tender Documents on ETS

a) Query to SECI (Optional)
b) View response to queries posted by SECI

4.1.8 Bid-Submission on ETS
4.1.9 Respond to SECI Post-TOE queries
4.1.10 Participate in reverse auction if invited

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

4.2 Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer ***http://www.cca.gov.in***]

4.3 Registration

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

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

Important Note:

1. Interested bidders have to download official copy of the RfS/ Tender & other documents after login into the ETS Portal of ISN-ETS (***https://www.bharat-electronictender.com***). If the official copy of the documents is not downloaded from ETS Portal of ISN-ETS within the specified period of downloading of RfS/ Tender and other documents, bidder will not be able to participate in the tender.

2. To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Centre' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

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

ETS Helpdesk
Phone +91-124-4229071, 4229072
E-mail support@isn-ets.com
Remarks 1000 hrs to 1800 hrs on all working days ie from Monday to Friday except Government Holidays.

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

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

5.1 Fundamental Compliance Documents under Offline Mode

The Following Fundamental Bid Compliance documents listed below are 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)}.

(a) 'Covering Letter' on Bidder's 'Letterhead' (in Original) clearly specifying the enclosed contents, as per 'Form F-1'

(b) EMD, if applicable in original as per Clause 16 of ITB as per 'Form F-2' or as prescribed.
(c) Power of Attorney for authorized signatory in non-judicial stamp paper (as per 'Form F-3')
(d) Copy of Board Resolution
(e) 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 should note that it's a complete "ONLINE BID" & no documents are to be submitted in Hard Copy (Except the Fundamental Bid Compliance documents)

Further, Bidder shall submit the above-mentioned Fundamental Bid Compliance documents only under Offline Mode, which are required to establish the Fundamental requirements of the Bids. Same are required to be submitted to SECI Office, maximum within "Last Date & time of online Bid submission + 2 Working Days" (Ex Last Date of Bid submission is 07th Feb 2024 by 1400 Hours, then the Fundamental Bid Compliance documents may be submitted latest by 09th Feb 2024 by 1400 Hours), post which no document would be accepted and the bids lacking in the Fundamental Bid Compliance documents will be rejected.

In all circumstances the Last Date of online Bid submission will be treated as the final Bid submission deadline.

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

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

II. **Online Documents/Soft Copy**

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

(a) As part of First Envelope

I. The Electronic Form of the bid for First Envelope (Techno-Commercial), as available on the ISN-ETS portal, shall be duly filled.
II. Scanned copies of all the above-mentioned original documents during online Bid Submission as a part of First envelope and Bid Form for first envelope
III. Certificate of Incorporation
IV. 'Bidder's General Information', as per 'Form F-1'.
V. 'No Deviation Confirmation', as per 'Form F-6'
VI. 'Bidder's Declaration regarding Banning, Liquidation etc.', as per 'Form F-7'
VII. 'Declaration regarding the procurement of WTGs from Approved List of Models and

Manufacturers (Wind) i.e. ALMM (Wind), as per 'Form F-12'

VIII. 'Bidders Experience as per 'Form F-13'

IX. Format of Chartered Accountant certificate for financial capability of the bidder as per 'Form F-16'

X. 'E-Banking Format as per 'Form F-19'

XI. 'Shareholding Certificate' as per 'Form F-23'

XII. 'Format for Cyber Security Agreement' as per 'Form F-25'

XIII. 'Integrity Pact Format' as per 'Form F-26'

XIV. "FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY REC/PFC (IN LIEU OF BG TOWARDS EMD)" as per 'Form F-27'

XV. "FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY REC/PFC (IN LIEU OF BG TOWARDS PBG)" as per 'Form F-28'

XVI. Form F-29: Not Applicable

XVII. Form of Undertaking by the Bidder and the Firm as per 'Form F-30' (if applicable)

XVIII. Form of Insurance Surety Bond towards EMD as per Format F-31

XIX. Form of Insurance Surety Bond towards PBG as per Format F-32

XX. Format for "Restriction on procurement from certain countries", 'Form F-34'.

XXI. Documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification

XXII. Document showing annual turnover for the financial years as required in Qualifying Requirements (QR) such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed Format F-16

5.2 (B) As part of Second Envelope

I. The Electronic Form of the bid for Second Envelope (Price - Part), as available on the ISN portal, shall be duly filled. "Termed as **ELECTRONIC FORM**"

II. Main Price Bid of financial bid comprising of SOR-1 to 4 of the Price Schedule (available in Section - VIII, SOR), duly Completed, sealed and signed/ digitally signed shall be uploaded. "**Termed as MAIN BID**"

5.3 Special Note on Security and Transparency of Bids

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

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

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

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

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

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

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

5.4 Other Instructions

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

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

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

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

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

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class III well in advance of your tender submission deadline on ETS.

2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the

Supplier/ Bidder Organization.

3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS

4. For responding to any particular tender, the tender (i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.

5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc)

6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. The bidders are required to submit correct, valid and operative Pass-Phrase to decrypt either Technical Bid Part or Financial Bid Part in a separate sealed envelope before due date and time of submission of bid. In the event, the bids are not opened with the pass-phrase submitted by bidder, EMPLOYER may ask for re-submission/ clarification for correct pass-phrase. If bidder fails to submit correct pass-phrase immediately as requested by EMPLOYER, the Tender Processing Fee and Tender Document Fee, if applicable, shall be forfeited and bid shall not be opened, and EMD, if applicable shall be refunded. No request on this account shall be entertained by EMPLOYER/ 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.***

6 Content of Bid

6.1 Un-Priced Bid

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

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

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

Uploading the documents relevant to bid before the bid submission date and time is the sole

responsibility of the bidder.

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

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

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

Note:

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

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

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

6.2 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 not to upload any other documents and same shall be ignored***. For detailed instructions, refer tender document and instructions as given above.

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

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

7 Submission of documents

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

8 Last date for submission of bids

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

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

9 Internet connectivity

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

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

1. Get your organization's concerned executives trained for e-Reverse Auction related processes on ETS well in advance of the start of e-Reverse Auction.

2. For responding to any particular e-Reverse Auction, the e-Reverse Auction (ie its Reverse Auction Search Code or RASC) has to be assigned to an MA.

3. It is important for each bidder to thoroughly read the 'rules and related criterion' for the e-Reverse Auction as defined by the Buyer organization.

4. If applicable for an e-Reverse Auction (such as in case of a Direct e-Reverse Auction which is not preceded by a sealed-bid stage), pay your EMD, if applicable on ETS well in advance of the start of e-Reverse Auction bidding.

5. If applicable for an e-Reverse Auction (such as in case of a Direct e-Reverse Auction which is not preceded by a sealed-bid stage), pay the Bid Processing Fee well in advance of the start of e-Reverse Auction bidding.

6. It is important to digitally-sign your 'Final bid' after the end of e-Reverse Auction bidding event.

SECTION - III

BID DATA SHEETS (BDS)

BID DATA SHEETS (BDS)

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

Sl. No.	ITB Clause Ref. No.	Bid Data Details
1.	**SCOPE OF BID** (ITB 1.1)	**The Employer/Owner is:** Solar Energy Corporation of India Limited, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India
2.	**BIDS FROM CONSORTIUM/ JOINT VENTURE** (ITB 3.0)	**Replace the existing clause by the following:** Bids from Consortium/ Joint Venture are **ALLOWED**
3.	**NUMBER OF BIDS PER BIDDER** (ITB 4.0)	**Replace the existing clause by the following:** 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. 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 all other cases, this disclosure is not required & standard forms & formats will be applicable.
4.	**SITE VISIT** (ITB 6)	**Add the following to the existing clause:** The bidder shall himself obtain all the necessary information as to risks, contingencies and other circumstances which may influence or affect his offer. No consequent extra claims on any misunderstanding or otherwise shall be allowed by the SECI/Owner.
5.	**BID CURRENCIES**	**Indian Rupees (INR)**

Sl. No.	ITB Clause Ref. No.	Bid Data Details
	(ITB 14)	
6.	**BID VALIDITY** (ITB 15.1)	**Replace the existing clause by the following:** The bid validity period shall be **180 (One Hundred and Eighty Days)** from the date of opening of Techno-Commercial Bid (Envelope-I).
7.	**EMD** (ITB 16)	**Add the following to the existing clause:** **16.10 Payment on Order Instrument (POI) against EMD:** As an alternative to submission of EMD, the bidder also has an option to submit a letter of undertaking issued by either of the following two organizations, viz. (i) Power Finance Corporation Limited or (ii) REC Limited. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by Employer/Owner within the provisions of tender. This instrument would have to be furnished as per Format 27 of the tender document, within the timelines, for the amount and validity period as per the clause above. 16.11 The EMD can also been submitted in the from of Surety Bond towards EMD as per Format F-31 of the Sample Forma and Format Section of the tender document. The term "Bank Guarantee (BG) towards/against EMD" occurring in the entire tender document shall be read as "e-PBG/Bank Guarantee (BG)/ Payment on Order Instrument (POI) towards/ against EMD". All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/Supplier. Any Bank Guarantee or amendment to be submitted as part of the bidding process / contract execution, shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to IDFC First Bank IFSC: IDFB0020101, Client Name: Solar Energy Corporation of India Ltd. and a confirmation in this regard is received by SECI". Message Type: IFN760COV is to be used by the issuing bank.

Sl. No.	ITB Clause Ref. No.	Bid Data Details
8.	**ZERO DEVIATION & REJECTION CRITERIA** (ITB 19.1 & 19.2)	Clause No 19.1, Zero deviation & Clause No 19.2, Rejection Criteria should be read in conjunction to each other & both clauses points mentioned should complement each other.
9.	**DEADLINE FOR SUBMISSION OF BIDS** (ITB 22.2)	**Add following to the existing clause:** For hard copies of bid submission purposes, the address of the SECI is: **Solar Energy Corporation of India Limited**, 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India
10.	**BID OPENING** (ITB 26.1)	**Add following to the existing clause:** 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
11.	**AWARD** (ITB 35)	**Replace the existing clause by the following:** Subject to "ITB: Clause-29", SECI will award the Contract Agreement (CA) for complete site to the successful Bidder, whose Bid has been determined to be substantially responsive and has been determined as the lowest (L1) provided that bidder is determined to be qualified to satisfactorily perform the Contract Technically.
12.	**NOTIFICATION OF AWARD/ LETTER OF INTENT/ LETTER OF ALLOCATION** (ITB 36.1)	**Add following to the existing clause** Prior to the expiry of 'Period of Bid Validity', SECI will notify the successful bidder in writing, in the form of "Notification of Award (NOA)"/ “Letter of Intent (LOI)”/ “Letter of Allocation (LOA)” for complete sites through e-mail/ courier/ registered post, that his Bid has been accepted. The notification of award will constitute the formation of the Contract
13.	**SIGNING OF CONTRACT AGREEMENT** (ITB 37.1)	**Add following to the existing clause** State of which stamp paper is required for Contract Agreement: **New Delhi** **The value of stamp paper will be INR 100/-**

<table>
<tr><th>Sl. No.</th><th>ITB Clause Ref. No.</th><th>Bid Data Details</th></tr>
<tr><td>14.</td><td>CONSIDERATION OF ABNORMALLY LOW BIDS
(ITB 46)</td><td>
<u>Add following to the existing clauses</u>

An Abnormally Low Bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may in such cases seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analyses, procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/Proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would be automatically be considered as an abnormally low bid. Due care should be taken while formulating the specifications at the time of preparation of bid document so as to have a safeguard against the submission of abnormally low bid from the bidder.

In the case of predatory pricing as well, procuring entities may refer to the above consideration of Abnormally Low Bids to assist themselves in finalization of tenders. No provisions should be kept in the Bid Documents regarding the Additional Security Deposit/ Bank Guarantee (BG) in case of Abnormally Low Bids. Wherever, there are compelling circumstances to ask for Additional Security Deposit/ Bank Guarantee (BG) in case of ALBs, the same should be taken only with the approval of the Competent Authority.

In the circumstances to ask for Additional Security Deposit/ Bank Guarantee (BG) in case of ALBs post the approval of the Competent Authority, the extra BG amount should be decided on the basis of the range defined below:

<table>
<tr><th>% Difference between L1 and L2 Bid Value post Financial Evaluation and e Reverse Auction (if applicable)</th><th>Extra BG amount</th></tr>
<tr><td>More than 25% but Less than 50%</td><td>25% of the original BG amount</td></tr>
<tr><td>More than 50% but Less than 75%</td><td>50% of the original BG amount</td></tr>
<tr><td>More than 75%</td><td>75% of the original</td></tr>
</table>
</td></tr>
</table>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		BG amount However, in all the above-mentioned cases the extra BG amount must not surpass the actual / original BG amount submitted by the bidder while submitting the bid.
15.	**Code of Integrity for Public Procurement (CIPP)** (ITB 47)	**Add following to the existing clauses** 47.1 Public procurement is perceived to be prone to corruption and ethical risks. To mitigate this, the Procuring Entity and the bidders/suppliers must abide by the following Code of Integrity for Public Procurement (CIPP). The bidders/ suppliers should be asked to sign a declaration about abiding by a Code of Integrity/Integrity Pact for Public Procurement in registration applications and in bid documents, with a warning that, in case of any transgression of this code, its name is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on 47.2 Procuring Entity as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts: i) “Corrupt practice”: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution; ii) “Fraudulent practice”: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract; iii) “Anti-competitive practice”: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels; iv) "Coercive practice": harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract; v) "Conflict of interest": participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain; and vi) "Obstructive practice": materially impede the procuring entity's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity's rights of audit or access to information;
16	**Post-Tender Negotiations** (ITB 48)	**Add following to the existing clauses** There shall normally be no post-tender negotiations. Negotiations shall be carried out only in special circumstances and that too with L-1 bidder in line with Manual for Procurement of Goods/CVC / management guidelines issued from time to time. Negotiations should be a rare exception rather than the rule and may be resorted to only in exceptional circumstances. If it is decided to negotiate for reduction of prices, they should be held only with the lowest acceptable bidder (L1), who is techno-commercially responsive for the supply of a bulk quantity and on whom the contract would have been placed but for the decision to negotiate. In no case, including where a cartel/pool rates are suspected, should negotiations be

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		extended to those who had either not tendered originally or whose tender was rejected because of unresponsiveness of bid, unsatisfactory credentials, inadequacy of capacity or unworkable rates. The circumstances where negotiations may be considered could be: a) Where the procurement is done on nomination basis; b) Procurement is from single or limited sources; c) Procurements where there is suspicion of cartel formation which should be recorded; and d) Where the requirements are urgent and the delay in re-tendering for the entire requirement due to the unreasonableness of the quoted rates would jeopardise essential operations, maintenance and safety, negotiations with L1 bidder(s) may be done for bare minimum quantum of requirements.
17	**Debriefing** (ITB 49)	**Add following to the existing clauses** 49.1 Under **Single Stage Two Envelope** Bidding, all the bidders whose First Envelope bids have been rejected shall be intimated in writing/through e-procurement portal citing reasons for the rejection before the opening of Second Envelope bids. 49.2 Under Single Stage Single Envelope Bidding, all the bidders whose bids have been rejected shall be intimated in writing/through e-procurement portal citing reasons for the rejection after award of Contract for the particular package. 49.3 Under Two Stage Bidding, all the bidders whose First Stage bids have been rejected shall be intimated in writing/through e-procurement portal citing reasons for the rejection before the inviting of Second Stage Bids.
18	**Issues on Annulment of Bidding Process, Snap Bidding/ Re-Tendering/ E-**	**Add following to the existing clauses** 50.1 SECI reserves the right to annul the bidding process at any time prior to award of Contract including rejection of any or all bids after the same has been received, without thereby incurring any liability to the affected bidder or bidders or any

Sl. No.	ITB Clause Ref. No.	Bid Data Details
	Reverse Auction (ITB 50)	obligation to inform the affected bidder or bidders of the ground of SECI's action. Annulment may be done due to higher prices for unexplainable reasons, cartel formation or such aspects. Owner may cancel the process of procurement or rejecting all bids at any time before intimating acceptance of successful bid under circumstances mentioned below. a) If the quantity and quality of requirements have changed substantially or there is an un-rectifiable infirmity in the bidding process; b) when none of the tenders is substantially responsive to the requirements of the Procurement Documents; c) none of the technical Proposals meets the minimum technical qualifying score; d) If effective competition is lacking. However, lack of competition shall not be determined solely on the basis of the number of Bidders. e) the Bids'/Proposals' prices are substantially higher than the updated cost estimate or available budget; f) If the bidder, whose bid has been found to be the lowest evaluated bid withdraws or whose bid has been accepted, fails to sign the procurement contract as may be required, or fails to provide the security as may be required for the performance of the contract or otherwise withdraws from the Procurement Process, the Procuring Entity shall re-tender the case. g) No bids received or adequate competition not available. h) None of the bids received has been found to be compliant i) Prices quoted by bidders are abnormally high or abnormally low j) None of the bids when using the open channel satisfies the set selection criteria of eligibility. k) Irregularities occurred during the process of evaluation of bids.

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		The decision of the Owner to cancel the procurement and reasons for such a decision shall be immediately communicated to all bidders that participated in the procurement process. 50.2 In case, circumstances warrant annulment of bidding process before the deadline for bid submission/opening of bids, a 'general notification' to this effect shall be issued on the Procurement Portal/SECI's website. The decision of annulment shall also be intimated to the bidders through online/offline mode, as the case may be. The bids, if any, received by that time shall also be returned. However, once the bids are opened (Techno-Commercial and/or Price part), the recourse under this provision to reject all the bids shall be opted as a last resort. 50.3 If fresh bids are invited based on the same bidding process, maintaining the prices of the bids as ceiling prices where prices are already open, the same shall be termed as Snap bidding. Snap bids can be invited from all those parties who had submitted their bids, with the provision that all the unit prices to be quoted in the revised bid cannot be higher than what were quoted in the original bid. If the unit price quoted in the revised bid are higher than what were quoted in initial bid, such bids shall be treated non-responsive and shall be rejected. 50.4 e-RA shall in general be conducted as per the guidelines in place. 50.5 Notwithstanding anything mentioned in the tender documents, in case of annulment/cancellation of bids subsequent to the last date of bid submission, all the opened/unopened bids submitted by the bidders in response to the said tender shall be returned by SECI, including the amounts submitted against EMD and bid processing fee (without interest). In case of a tender comprising both offline and online bid submission, in the event a bidder submits the offline bid but fails to submit the online bid within the bid submission deadline, the EMD shall be returned to the respective bidder. Further, in the event of rebidding of an annulled / cancelled bid, being conducted by SECI, the bidders who have already submitted cost of tender documents shall not be required to re-submit the amount against cost of tender document, provided that the bidding company or its Affiliate participates

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		in the rebidding process.
19	**Issues on Eligibility/Ineligibility of Firms for Participation in the Bidding Process** (ITB 51)	**Add following to the existing clauses** 51.1 In case a bidder fails to honour its bids, after emerging as successful bidder in two or more cases within a period of one year, bids from such bidder for any of the ongoing projects or for future projects with originally scheduled date of bid opening falling within a period of one year, shall not be considered for acceptance and shall be treated as deemed non-responsive. The period of one year shall be reckoned from the incidence of first such event. 51.2 Any bid submitted by a bidder having Conflict of Interest, as defined in the Bidding Documents, shall be considered non-responsive.
20	**Grievance Redressal Mechanism/Complaint Handling System (If in place)** (ITB 52)	**Add following to the existing clauses** 52.1 Any firm being aggrieved by any decision, action or omission by SECI during the procurement process may make an application against such grievances in writing within 10 days or any other time period, if any, as may be specified in the Bidding Documents, from the date of such decision, action or omission. However, unsigned or anonymous applications shall not be entertained. 52.2 The authority to which the grievances are to addressed shall be the same under whose name the Invitation for bids/NIT has been issued. 52.3 The nominated Committee shall examine and deliberate the merits of the bidder's complaint and the decision shall be communicated in writing to the concerned bidder within 30 days from the date of receipt of the application or any other such period, if any, as may be specified in the Bidding Documents. 52.4 During procurement process prior to award of contract, the review shall be done for grievances of only those bidders who have participated in the procurement proceedings. 52.5 During the grievance redressal, information which impair the fair competition or is prejudicial to the legitimate commercial interests of one or more participating bidders shall not be disclosed.

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		52.6 The request for review on the following matters shall not be entertained: (a) Determination of need of procurement; (b) Provisions limiting participation of bidders in the procurement process (c) The decision to enter into negotiations. (d) Cancellation of a procurement process; (e) Applicability of provisions of confidentiality
21	**Compliance with Cyber Security Norms** (ITB 53)	53.1 The bidder shall comply with the Cyber Security Regulations applicable in the Power Sector as and when notified by the Central Electricity Authority (CEA), including any amendments issued from time to time. 53.2 The bidder shall adhere to all applicable cybersecurity directions, alerts, advisories, guidelines, and orders issued from time to time by Sectoral CERT-RE, CSIRT-Power, CERT-In, and any other competent Central Government authority dealing with cybersecurity. 53.3 In respect of Critical Information Infrastructure (CII) deployed for the project/plant, the bidder shall furnish to SECI/Sectoral CERT-RE, as applicable, complete details, including OEM name, product/model details, and software/firmware versions, and shall update the same whenever any change occurs.

ANNEXURE TO BID DATA SHEET (BDS) QUALIFYING REQUIREMENTS

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 General QR in tenders

The bidder should be an Indian company registered in India 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. The subsidiary of a foreign company, which is registered in India under Companies Act, 2013 prior to the bid submission deadline, is also eligible to participate. However, the bidders against whom sanction/debarment/blacklisting for conducting business is imposed by Government of India or any other CPSEs, are not allowed to participate.

In case of registered Companies, the copies of Certificate of Incorporation (CoI), 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 eligible bidders who are registered MSEs under NSIC/ DIC/ Udyog Aadhaar Category only. As per Ministry of MSMEs (MoMSME) Gazette notification No. S.O. 4926(E) dated 18.10.2022 bidders will be eligible to avail all non-tax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from date of such upward change. In case the bidder proposes to meet the qualifying requirements based on the credentials of its Parent/Holding/Subsidiary/Affiliate and any of its Parent/Holding/Subsidiary/ Affiliate is not an MSE, the bidder will not be eligible for exemption of Bid Processing Fees and EMD.

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

2 **Technical QR in tenders:** The technical QR is mentioned below:

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

Route I

IA. The bidder should have experience in EPC execution of Wind Power Projects on Turnkey basis including Design, Supply, Installation and Commissioning of Grid connected Wind Power Plant of cumulative Capacity not less than ***22.82 MW (Twenty-Two point Eighty-Two) MW*** in last seven years as on last date of bid submission. However, such Grid connected Wind Power Plant capacity must have been in satisfactory operation for at least six (06) months prior to the last date of bid submission.

AND

IB. The bidder should have experience in EPC execution of Wind Power Projects on Turnkey basis including Design, supply, installation & commissioning of at least **02 (Two)** Grid connected Wind Power Plant Projects having an individual capacity of **4.56 (Four point Five Six) MW or above** in last seven years as on last date of bid submission. However, such Grid connected Wind Power Plant capacity must have been in satisfactory operation for at least six (06) months prior to the last date of bid submission.

OR

Route II

IIA. The bidder should have experience in execution of Wind Projects as a Developer of Grid-connected Wind Power Plant(s) of cumulative Capacity not less than ***22.82 MW (Twenty-Two point Eighty-Two) MW*** in last seven years as on last date of bid submission. However, such Grid connected Wind Power Plant capacity must have been in satisfactory operation for at least six (06) months prior to the last date of bid submission.

AND

IIB. The bidder should have experience in execution of Wind Projects as a Developer of at least **02 (Two)** Grid connected Wind Power Plant Projects having an individual capacity of **4.56 (Four point Five Six) MW or above** in last seven years and till last date of bid submission. However, such Grid connected Wind Power Plant capacity must have been in satisfactory operation for at least six (06) months prior to the last date of bid submission.

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

The bidder shall also be considered qualified, in case the award for executing the reference work has been received by the bidder either directly from the owner of the plant or any other intermediary organization. In such a case, a certificate from such owner of plant or any other intermediary organization shall be required to be furnished by the bidder along with its techno-commercial bid in support of bidder's claim of meeting the qualification requirement as mentioned under Route I above. Bidder shall also submit a certificate of successful completion and operation from the Owner.

The Performance Certificate must have been issued for a minimum duration of 06 (Six) months from the date of commissioning. The Performance Certificate/Joint meter reading (JMR) reports shall

have been issued by any state/ central owned agencies or state power departments or authorized representative of Power off taker (Discom/Private Power purchaser).

3 Financial QR: The financial qualification requirements is as follows.

a. **Minimum Average Annual Turnover (MAAT):** The MAAT of the bidder in the last three financial years (i.e. FY 2025-26, 2024-25, & 2023-24) should be **INR 126.55 Crore.** *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

b. **Net worth**: 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

c. **Working Capital:** The bidder should have a minimum Working Capital (WC) of **INR 90.39 Crore** as per the last audited annual financial year 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 to **INR 90.39 Crore** to meet the working Capital requirement of this particular Project**.**

1.1 Bidders may use the technical and financial credentials of their Parent, Holding, Subsidiary, Affiliate for qualifying the above mentioned technical and financial qualification requirements. In case the bidder is using the Financial credentials of their Parent, Holding, Subsidiary, Affiliate for qualifying the Financial Eligibility conditions and the Parent, Holding, Subsidiary, Affiliate being a foreign

company, respective Financial Year / Calendar Year statements will be considered for verifying the Financial credentials as per the respective Foreign company law. However, in such a case, Bidder shall furnish an Undertaking jointly executed by the firm qualified as per General and Technical Eligibility Criteria and the Bidder along with its bid for complete performance of the contract jointly or severally as per format enclosed in the bid document failing which the Bidder's bid is liable to be rejected.

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

1.3 The derivation of "Net Worth" of the Bidder shall be calculated as per Section 2(57) of the Companies Act 2013.

1.4 Other income (as per the Companies Act, 2013 including amendment/ clarifications), shall not be considered for arriving at annual turnover.

1.5 A scanned copy of Certificate of Incorporation of the Bidder shall be furnished in the bid (through online mode).

1.6 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-16** duly signed and stamped by a Chartered Accountant (format attached).*

(ii) *Audited financial results i.e. Annual Report including Audited Balance Sheet and Profit & Loss Account Statement for immediate three preceding financial years to meet the above Financial 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.*

(iii) *MAAT in Financial QR: The Bidder or its Affiliate (at least any one of them) must submit annual financial audited statements for previous 3 financial years.*

In case of MAAT, the following illustration may be considered for calculation purpose:

Illustration: If a Bidder A uses the credential of an affiliate B, X and Y are the values of Annual Turnover for A and B respectively then the MAAT will be calculated as follows:

Scenario	Description	MAAT calculation
1	In case both Bidder A and Affiliate B have annual financial audited statements for previous 3 financial years.	MAAT of A= $(X_1+ X_2+X_3)/3$ MAAT of B= $(Y_1+ Y_2+Y_3)/3$ MAAT of the bidder= (MAAT of A + MAAT of B)
2	In case Bidder A has annual financial audited statements for previous 2 financial years and Affiliate B has annual financial audited statements for previous 3 financial years	MAAT of A=$(X_1+ X_2)/3$ MAAT of B=$(Y_1+ Y_2+Y_3)/3$ MAAT of the bidder= (MAAT of A + MAAT of B)

(iv) *Format for Financial Requirements as per **Format 16** along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder (or its affiliates).*

(v) *The Bidder, including any Member of a JV/Consortium, may seek qualification on the basis of financial capability of either its Parent, Holding, Subsidiary or Affiliate for the purpose of meeting the qualification requirements. However, financial qualification will be determined on aggregate basis by adding the financial capability of the bidder with its Parent/affiliates/Holding/Subsidiary, whose financials have been submitted by the bidder. Further, it is clarified that bidder is allowed to use financial capability of more than 1 Affiliate for meeting the qualification requirement.*

(vi) *In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial years as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located.*

(vii) For the purposes of meeting financial requirements, consolidated/ unconsolidated audited annual accounts of the bidding company shall be used. However, in case the bidding Company is seeking qualification on the basis of the financial capability of its Affiliates, then only the unconsolidated audited Annual Accounts of the Bidder and Affiliate(s) shall be used.

(viii) A Company/Consortium would be required to submit annual audited accounts for the previous three financial years, along with Net Worth, Annual Turnover and Working Capital from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfilment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the previous three respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/are located.

(ix) In case the bidder uses the technical and financial capability of Parent, Holding, Subsidiary or Affiliate then the Bidder shall be required to submit Board Resolutions from the respective Parent, Holding, Subsidiary or Affiliate, undertaking to submit Bank Guarantees/POI/Insurance Surety Bond towards CPS in case the Bidder fail to do so in accordance with the tender.

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: -

4.1 The Lead partner of the JV/Consortium shall meet individually 100% of Technical Eligibility Conditions given at para above.

4.2 There can be a maximum of 03 (Three) partners in a JV/Consortium. The Lead partner of the JV/Consortium shall meet individually not less than 50% of minimum Financial Eligibility Conditions (MAAT & Working Capital) given at para above. However, all the JV/Consortium partners must meet collectively 100% Financial Eligibility Conditions given at para above. Herein, apart from the Lead partner, a minimum of 25% Financial eligibility should be met individually by all other partners of the JV/Consortium.

4.3 In the case of a joint venture/Consortium, all partners shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV/Consortium shall nominate the Lead partner of the JV/Consortium who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV/Consortium during the Bidding process and, in the event the JV/Consortium is awarded the Contract, during contract execution

4.4 A firm that is a Bidder (either individually or as a JV/Consortium partner) shall not participate as a Bidder or as JV/Consortium partner 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.

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 partners of the JV/Consortium & not in the name of "**only lead bidder**". The EMD shall be executed in the names of all the partners of the JV/Consortium.

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 Order / 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 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 of the JV/Consortium.

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 of the JV/Consortium on behalf of the JV/Consortium, and so as to be legally binding on all the partners as evidenced by a power of attorney signed by their legally authorized representatives.

4.8 The joint venture/Consortium agreement should indicate precisely the responsibility of all partners of JV/Consortium in respect of planning, design, manufacturing, supply, and training. All partners 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.

4.9 The Joint Venture/Consortium must collectively satisfy the Criteria of clauses above 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.

4.10 A Joint Venture (JV) may or may not be incorporated as a Registered Company.

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.

4.12 A JV is required to submit Form of Undertaking by the JV Partners (F - 12) and Form of Power of Attorney (F - 13) 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 - 14) and Form of Power of Attorney (F - 15) as per prescribed formats enclosed in Section - VI (Sample Forms and Formats).

4.13 JV/ Consortium is also required to declare detailed scope of work to be executed the Bidder to perform the contract.

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.

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

TABLE OF CONTENTS

SECTION - IV

GENERAL CONDITIONS OF CONTRACT (GCC)

[A] DEFINITIONS:

1. DEFINITION OF TERMS

[B] GENERAL INFORMATIONS:

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

[C] ADDITIONAL GENERAL INSTRUCTION TO BIDDERS:

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

[D] GENERAL OBLIGATIONS:

15.1 PRIORITY OF CONTRACT DOCUMENTS
15.2 HEADING & MARGINAL NOTES
15.3 SINGULAR AND PLURAL
15.4 INTERPRETATION
16. SPECIAL CONDITIONS OF CONTRACT
17. CONTRACTOR TO OBTAIN HIS OWN INFORMATION
18. TIME OF PERFORMANCE
18.1 TIME FOR MOBILIZATION
18.2 TIME SCHEDULE OF CONSTRUCTION
19. FORCE MAJEURE
19.1 CONDITIONS FOR FORCE MAJEURE
19.2 OUTBREAK OF WAR
20. LIQUIDATED DAMAGES (LD)
21. RIGHTS OF Employer/OWNER TO FORFEIT CONTRACT PERFORMANCE SECURITY
22. FAILURE BY THE CONTRACTOR TO COMPLY WITH THE PROVISIONS OF THE CONTRACT

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

[E] PERFORMANCE OF WORK:

48. EXECUTION OF WORK
49. VOID
50. WORK IN MONSOON & DEWATERING
51. CHANGE IN LAWS AND REGULATIONS
52. GENERAL CONDITIONS FOR CONSTRUCTION & ERECTION WORK
53. DESIGN & ENGINEERING
54. DRAWINGS TO BE SUPPLIED BY THE Employer/OWNER
55. DRAWINGS TO BE SUPPLIED BY THE CONTRACTOR
56. SETTING OUT WORKS
57. GEOLOGICAL DISCOVERIES
58. MATERIALS TO BE SUPPLIED BY CONTRACTOR
59. STORES SUPPLIED BY Employer/ OWNER
60. CONDITIONS FOR ISSUE OF MATERIAL
61. MATERIALS PROCURED WITH ASSISTANCE OF Employer/OWNER/ RETURN OF SURPLUS
62. MATERIALS OBTAINED FROM DISMANTLING
63. ARTICLES OF VALUE FOUND

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

[F] CERTIFICATES AND PAYMENTS:

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

[G] TAXES AND INSURANCE:

91. TAXES AND DUTIES. – GOODS & SERVICE TAX
92. INCOME TAX
93. VOID

94. INSURANCE
94.1 EMPLOYEES STATE INSURANCE ACT
94.2 WORKMEN COMPENSATION AND EMPLOYEE'S LIABILITY INSURANCE
94.3 ACCIDENT OR INJURY TO WORKMEN
94.4 TRANSIT INSURANCE
94.5 AUTOMOBILE
94.6 GENERAL LIABILITY
94.7 ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS
95. DAMAGE TO PROPERTY OR TO ANY PERSON OR ANY THIRD PARTY

[H] LABOUR LAWS:

96. LABOUR LAWS & INDEMNITY BOND
97. VOID
98. CONTRACTOR TO INDEMNIFY THE Employer/ OWNER
99. HEALTH AND SANITARY ARRANGEMENT FOR WORKERS

[I] APPLICABLE LAWS AND SETTLEMENT OF DISPUTES:

100 ARBITRATION
101. JURISDICTION

[J] SAFETY CODES:

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

[K] MISCELLANEOUS:

117. PREFERENCE TO MAKE IN INDIA
118. CUSTOM DUTY ON IMPORTED GOODS

Preamble

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

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

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

[A] DEFINITIONS

1. Definition of Terms:

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

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

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

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

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

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

1.1.4 **APPLICABLE LAW** means any statute, law, regulation, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law in the Republic of India and the State Government, by any Government Authority or instrumentality thereof, whether in effect as of the date of this Contract or thereafter**.**

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

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

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

1.1.8 **BESS** means Battery Energy Storage System**.**

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

1.1.10 **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.

1.1.11 **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.

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

1.1.13 **CHARTERED ACCOUNTANT** means a person practicing in India or a firm whereof all the partners

practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.

1.1.14 **COLLABORATOR** means the firms/ corporations who has provided technological support to the manufacturer for the detailed Design/establishing production line for the specific Equipment.

1.1.15 **COMPANY** means a body incorporated in India under the Indian Companies Act, 1956 or Companies Act, 2013 including any amendment thereto.

1.1.16 **CONTRACT** shall mean the Agreement between the Owner and the Contractor for the execution of the works including therein all Contract documents.

1.1.17 **CONTRACTOR** means the person or the persons, Company or Corporation whose Tender has been accepted by the SECI/Owner and includes the Contractor's legal representatives his/ her successors and permitted assigns.

1.1.18 **CONTRACT DOCUMENTS** mean collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Notification of Award/ Letter of Intent/ Letter of Acceptance and agreed variations if any, and such other documents constituting the Tender and acceptance thereof.

1.1.19 **CONTRACTOR'S EQUIPMENT** means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Facilities that are to be provided by the Contractor, but does not include Plant and Equipment, or other things intended to form or forming part of the Facilities.

1.1.20 **CONTRACT PRICE/CONTRACT VALUE/PROJECT VALUE** means the firm value of the final quoted price, as a result of e- RA (if applicable), by the successful bidder specified in its financial proposal as the sum of individual contract value of Supply & Services (Supply of goods, F&I, Design, installation, Civil Works etc.) as mentioned under the different work heads specified in the financial proposal including all the applicable taxes/ Goods & Service taxes.

1.1.21 **CONTRACTOR'S REPRESENTATIVE** means any person nominated by the Contractor and approved by the SECI to perform the duties delegated by the Contractor.

1.1.22 **CONSULTANT** means Techno-Commercial experts who are the consulting engineer to the SECI/ Owner for this project.

1.1.23 **COMMISSIONING** means a project shall be considered commissioned if all equipment as per rated capacity, mentioned under the scope of contract, has been installed and energy has flown into grid.

1.1.24 **COMPLETION OF FACILITIES** means that the Facilities (or a specific part thereof where specific parts are specified in the SCC) have been completed operationally and structurally and put in a tight and clean condition, and that all work in respect of Pre-commissioning of the Facilities or such specific part thereof has been completed; and Commissioning along with Operational Acceptance has been attained as per Technical Specifications.

1.1.25 **CHANGE ORDER** means an order given in writing by the Engineer-in-Charge/Project Manager to effect additions to or deletion from and alteration in the works.

1.1.26 **DAY** means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.

1.1.27 **DEFECT LIABILITY PERIOD** in relation to scope of work means 12 (Twelve) months from the date of Operational acceptance during which the Contractor stands responsible for rectifying all defects/ rejection that may appear in the works executed by the Contractor in pursuance of the Contract and includes warranties against Manufacturing/ Fabrication/ Erection/ Construction defects covering all materials plants, equipment, components and the like supplied by the Contractor, works executed against workmanship defects.

1.1.28 **DEVELOPER** means an entity who has either executed or got executed the work/ project as owner of wind projects.

1.1.29 **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 Contractor.

1.1.30 **EARNEST MONEY DEPOSIT (EMD)** means the unconditional and irrevocable Tender Security in the form of Demand Draft/ Banker's Cheque/ Bank Guarantee to be submitted along with the Bid by the Bidder as prescribed in the Tender document.

1.1.31 **Employer** means the Company/ Corporation/ Government Entity, named in the **BDS/ SCC**, who is responsible for getting the Project/Facilities implemented. The Employer may be Owner himself or an agency appointed by the Owner and shall include the legal successors or permitted assigns of the Employer.

1.1.32 **ENGINEER-IN-CHARGE (EIC)/PROJECT MANAGER** shall mean the person designated from time to time by SECI and shall include those who are expressly authorized by him to act for and on his behalf for operation of this Contract.

1.1.33 **EFFECTIVE DATE** means the date of issuance of Notification of Award/ Letter of Intent/Letter of Award (LOA) from which the Time for Completion shall be determined or any other specific date as provided in the Notice to Proceed (NTP), in case the NTP is applicable.

1.1.34 **FACILITIES** mean the Plant and Equipment to be supplied and installed, as well as all the installation services including all infrastructure as mentioned in scope of works to be carried out by the Contractor under the Contract.

1.1.35 **FINAL ACCEPTANCE/FINAL COMPLETION** means acceptance of Facilities by SECI at the end of one year from the date of Operational Acceptance and upon demonstration of minimum annual parameters as specified in the technical specifications and completion of works under the punch list which certifies the Contractor's fulfilment of the Contract in respect of Functional and Plant Performance Guarantees of the Facilities.

1.1.36 **"GCC"** means the General Conditions of Contract hereof.

1.1.37 **GUARANTEE TEST(S)** means the test(s) specified in the Technical Specifications to be carried out to ascertain whether the Facilities or a specified part thereof is able to attain the Functional Guarantees specified in the Technical Specifications during/ after successful Commissioning followed by Trial - Operation.

1.1.38 **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..

1.1.39 **IEC** means specifications of International Electro-Technical Commission.

1.1.40 **INSTALLATION SERVICES** means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided by the Contractor under the Contract; e.g., transportation and provision of marine or other similar insurance (s), inspection, expediting, site preparation works (including the provision and use of Contractor's Equipment and the supply of all structural and construction materials required), installation including civil and allied works etc., testing, pre-commissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training of Owner's Personnel etc..

1.1.41 **MWp** means Mega-Watt Peak.

1.1.42 **MWh** means Mega-Watt Hour.

1.1.43 **kWh** shall mean Kilo-Watt-hour.

1.1.44 **LANGUAGE FOR DRAWINGS AND INSTRUCTION** All the drawings, titles, notes, instruction, dimensions, etc. shall be in English Language only.

1.1.45 **MNRE** means Ministry of New and Renewable Energy, Government of India.

1.1.46 **MOBILIZATION** shall mean establishment of sufficiently adequate infrastructure by the Contractor at Site comprising of construction equipment, aids, tools tackles including setting of site offices with facilities such as power, water, communication etc. establishing manpower organization comprising of Resident Engineers, Supervising Personnel and an adequate strength of skilled, semi-skilled and un-skilled workers, who with the so established infrastructure shall be in a position to commence execution of work at site(s), in accordance with the agreed Time Schedule of Completion of Work. Mobilization shall be considered to have been achieved, if the Contractor is able to establish infrastructure as per Time Schedule, where so warranted in accordance with agreed schedule of work implementation to the satisfaction of Engineer-in-Charge/Project Manager.

1.1.47 **NET-WORTH** shall have same meaning as defined in Company Act 2013 and Amendment, if any.

1.1.48 **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.

1.1.49 **NOTIFICATION OF AWARD (NOA)/LETTER OF INTENT (LOI)/LETTER OF AWARD (LOA)** means the official notice issued vide Letter/ E-mail by the SECI/Owner notifying the Contractor that his bid has been awarded.

1.1.50 **NTP** means Notice to Proceed subsequent to the placement of LOA/NOA/LOI. NTP will be issued by the owner within a maximum time frame of 90 days from the date of LOA/NOA/LOI, failing which the LOA/NOA/LO shall stand withdrawn without creating any further liability on either party. In such case EMD/PBG, as applicable submitted by the contractor shall be released.

1.1.51 **OPERATIONAL ACCEPTANCE** means the acceptance of the Plant Facilities (or any part of the Facilities where the Contract provides for acceptance of the Facilities in parts) by the Employer/Owner, which certifies the Contractor's fulfilment of the Contract in respect of meeting Plant Functional and Performance Guarantees of the Facilities and completion of works.

1.1.52 **O & M** means comprehensive Operation & Maintenance of Commissioned Project/ Work/ Facilities under the contract.

1.1.53 **OWNER** means the Company/ Corporation/ Government Entity, named in the **BDS/ SCC**, who has decided to set up the Facilities under his ownership at his designated location and shall include the legal successors or permitted assigns of the Owner.

1.1.54 **PARENT COMPANY** means a company that holds more than Fifty Percent (50%) of the paid-up equity capital directly or indirectly in the Bidding Company as the case may be.

1.1.55 **PLANT AND EQUIPMENT** means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and incorporated in the Facilities by the Contractor under the Contract (including the spare parts to be supplied by the Contractor) but does not include Contractor's Equipment.

1.1.56 **PRE-COMMISSIONING** means the testing, checking and other requirements specified in the Technical Specifications that are to be carried out by the Contractor in preparation for Commissioning.

1.1.57 **SCC** means the Special Conditions of Contract.

1.1.58 **SECI** means Solar Energy Corporation of India Limited, New Delhi (A Government of India Enterprise) under MNRE.

1.1.59 **SITE** means the land and other places upon which the Facilities are to be installed, and such other land or places as specified in the SCC of the Contract as forming part of the Site.

1.1.60 **SPECIFICATION** shall mean all directions the various Technical Specifications, provisions attached and referred to the Tender Documents which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the Contract for the work or works, as may be amplified or modified by the Employer or Engineer-in-Charge/Project Manager during the performance of Contract in order to provide the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition of relevant Standard Specifications including all addenda/ corrigenda published before entering into Contract.

1.1.61 **SUB-CONTRACTOR** including vendors, means any person to whom execution 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 Contractor, and includes its legal successors or permitted assigns.

1.1.62 **TEMPORARY WORKS** shall mean all temporary works of every kind required in or about the execution, completion or maintenance of site works.

1.1.63 **TENDER/TENDER DOCUMENT/ BIDDING DOCUMENT** means the entire set of documents vide which Employer invite bids for Projects/ Works/ Facilities that are submitted within a finite deadline by the Bidder.

1.1.64 **TIME FOR COMPLETION** means the time within which Completion of the Facilities is to be attained in accordance with the specifications, as a whole (or of a part of the Facilities where a separate Time for Completion of such part has been prescribed) as specified in the SCC of the tender document

1.1.65 **WEEK** means a period of any consecutive seven days.

1.1.66 **WORKING DAY** means any day which is not declared to be holiday or rest day by the Employer/ Owner.

[B] GENERAL INFORMATIONS

2. General Information

2.1.a Location of Site

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

2.1.b Access by Road

Contractor, if necessary, shall build other temporary access roads to the actual site of construction for his own work at his own cost. The Contractor shall be required to permit the use of the roads so constructed by him for vehicles of any other parties who may be engaged on the project site. The Contractor shall also facilitate the construction of any permanent roads should the construction thereof starts while he is engaged on this work. He shall make allowance in his Tender for any inconvenience he anticipates on such account. Non-availability of access roads, railway siding and railway wagons for the use of the Contractor shall in no case condone any delay in the execution of work nor be the cause for any claim for compensation against the Employer/ Owner.

2.2 Scope of Work

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

2.3 Construction Water Supply

Contractor will have to make his own arrangements for supply of water to his labour camps and for works. The water quality should be suitable for use in civil construction work. All pumping installations, pipe network and distribution system will have to be carried out by the Contractor at his own risk and cost. Alternatively, the Employer/ Owner at his discretion may endeavor to provide water to the Contractor at the Employer's/ Owner's source of supply provided the Contractor makes his own arrangement for the water meter which shall be in custody of the Employer/ Owner and other pipe networks from source of supply, so as not to interfere with the layout and progress of the other construction works. In such case, a separate accounting shall be maintained for billing purpose on monthly basis. However, the Owner does not guarantee the supply of water and this does not relieve the Contractor of his responsibility in making his own arrangement and for the timely completion of the various works as stipulated.

2.4 Construction Power Supply

2.4.1 Contractor has to arrange for the construction power supply of their own. However, subject to availability, SECI/ Owner may provide access to the nearest available point in his location for supply power at only one point, from where the Contractor will make his own arrangement for temporary distribution through a temporary energy meter (sealed by Employer/ Owner). All the works will be done as per the applicable regulations with information to the Engineer-in-Charge/Project Manager. The temporary line will be removed forthwith after the completion of work or if there is any hindrance caused to the other works due to the alignment of these lines, the Contractor will re-route or remove the temporary lines at his own cost. The Contractor at his own cost will also provide suitable electric meters, fuses, switches, etc. for purposes of payment to the Employer/ Owner which should be in the custody and control of the Employer/ Owner. The cost of power supply shall be payable to the

Employer/ Owner by the Contractor. The Employer/ Owner shall not, however, guarantee the supply of electricity nor have any liability in respect thereof. No claim for compensation for any failure or short supply of electricity will be admissible.

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

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

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

2.4.5 The Contractor will have to provide and install his own lights and power meters which will be governed as per Central/ State /UT Government Electricity Rules.

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

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

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

2.6 Land for Residential Accommodation

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

[C] ADDITIONAL GENERAL INSTRUCTIONS TO BIDDERS

3. Documents

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

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

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

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

4. Transfer of Tender Documents

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

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

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

6. Time Schedule & Progress Reporting

6.1 The work shall be executed strictly as per the Time Schedule specified in Section - V, Special Conditions of Contract (SCC). The period of construction given in Time Schedule includes the time

required for mobilization as well as testing, rectifications if any, retesting and completion in all respects to the entire satisfaction of the Engineer-in- Charge.

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

6.3 Monthly/ Weekly construction program will be drawn up by the Engineer-in- Charge jointly with the Contractor, based on availability of work fronts and the joint construction program as per above. The Contractor shall scrupulously adhere to these targets/ programs by deploying adequate personnel, construction tools and tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets/ programs. In all matters concerning the extent of targets set out in the weekly and monthly programs and the degree of achievements the decision of the Engineer-in- Charge will be final and binding on the Contractor.

6.4 The Contractor shall monitor progress of all the activities specified in the work schedule referred in GCC above and submit the progress report to the Project Manager as per the Contract Co-ordination procedure.

6.6 If at any time the Contractor's actual progress falls behind the scheduled program, or it becomes apparent that it will so fall behind, the Contractor shall, at the request of the Employer or the Project Manager/ EIC, prepare and submit to the Project Manager/ EIC a revised program, taking into account the prevailing circumstances, and shall notify the Project Manager/ EIC, of the steps being taken to expedite progress so as to attain Completion of the Facilities within the Time for Completion. If any extension thereof entitled under GCC, or any extended period as may otherwise be agreed upon between the Employer and the Contractor, Contractor shall submit the revised plan for completion of Facility accordingly.

6.7 Maintenance of Records of Progress Review Meeting

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

7.1 A bidder shall not have a Conflict of Interest. All bidders found to have Conflict of Interest shall be disqualified. A bidder may be considered to have a Conflict of Interest with one or more parties in this bidding process, if:

(a) They have a controlling partner in common; or
(b) They receive or have received any direct or indirect subsidy from any of them; or
(c) They have the same legal representative for the purposes of this bid; or
(d) They have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decision of the Employer/ Owner regarding this bidding process; or
(e) A bidder submits more than one bid in this bidding process, either individually [including bid submitted as an agent/ authorized representative on behalf of one or more bidders or through license - licensor route, wherever permitted as per the provision of the Qualification Requirement

for the bidders in the Annexure to Bid Data Sheet (BDS)] or as a partner in a Joint Venture/ Consortium, except for alternative offers permitted under Tender. This will result in the disqualification of all such bids; or

(f) A bidder or any of its Affiliates participated as a consultant in the preparation of the Design or Technical Specification or Detailed Project Report (DPR) of the Plant and Installation of services*/ goods and related services** that are the subject of the bid; or

(g) A bidder or any of its Affiliate has been hired (or is proposed to be hired) by the Employer/ Owner as a Project Manager for the Contract

Unquote:

* Applicable for Supply & Installation Contracts

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

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

8. Retired Government or Company Officers

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

9. Representatives and Field Management & Controlling

9.1 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 Employer shall appoint and notify the Contractor in writing of the name of the Project Manager/ EIC. The Employer may from time to time appoint some other person as the Project Manager/ EIC in place of the person previously so appointed and shall give a notice of the name of such other person to the Contractor without delay. The Employer shall take reasonable care, unless unavoidable to see that no such appointment is made at such a time or in such a manner as to impede the progress of work on the Facilities. The Project Manager/EIC shall represent and act for the Employer at all times during the currency of the Contract.

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

9.2 Contractor's Representative & Construction Manager

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

9.3 The Contractor's Representative shall represent and act for the Contractor at all times during the tenure of the Contract and shall give to the Project Manager/ EIC all the Contractor's notices, instructions, information and all other communications under the Contract.

9.4 All notices, instructions, information and all other communications given by the Owner/ Employer or the Project Manager/ EIC to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided.

9.5 The Contractor shall not revoke the appointment of the Contractor's Representative without the Employer consent, which shall not be unreasonably withheld. If the Employer consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out in GCC Clauses.

9.6 The Contractor's Representative may, subject to the approval of the Employer (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Project Manager/EIC.

9.7 Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this GCC Clause shall be deemed to be an act or exercise by the Contractor's Representative.

9.8 Notwithstanding anything stated in GCC Clause above, for the purpose of execution of contract, the Employer and the Contractor shall finalize and agree to a Contract Co-ordination Procedure and all the communication under the Contract shall be in accordance with such Contract Co-ordination Procedure.

9.9 From the commencement of installation of the Facilities at the Site until Final Acceptance, the Contractor's Representative shall appoint a suitable person as the construction manager (hereinafter referred to as "the Construction Manager"). The Construction Manager shall supervise all work done at the Site by the Contractor and shall be present at the Site throughout normal working hours except when on leave, sick or absent for reasons connected with the proper Performance of the Contract. Whenever the Construction Manager is absent from the Site, a suitable person shall be appointed to act as his or her deputy.

9.10 The Employer may object to any Contractor's representative or person employed by the Contractor in the execution of the Contract who, in the reasonable opinion of the Employer, may behave inappropriately, may be in- competent or negligent, or may commit a serious breach of the Site regulations and safety.

9.11 If any representative or person employed by the Contractor is removed in accordance with GCC Clause above, the Contractor shall, where required, promptly appoint a replacement. The Engineer-in-Charge/Project Manager may also authorize his representatives to assist in performing his duties and functions.

9.13 **Hindrance Register**

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

10. Note to Schedule of Rates

10.1 The Schedule of Rates should be read in conjunction with Section - VIII of the Tender documents.

10.2 The bidder shall be deemed to have studied the Drawings (if any), Specifications and details of work to be done within Time Schedule and to have acquainted himself of the condition prevailing at site.

10.3 Rates must be filled in the Schedule of Rates of original Tender Documents. If quoted in separate typed sheets no variation in item description or specification shall be accepted.

11. Policy for Bids under Consideration

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

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

12. Clarification of Tender Document

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

13. Local Conditions

13.1 The site is being offered to the bidders for Project on "**as is where is**" basis assuming that bidders have acquainted themselves appropriately with all the local site conditions & no plea will be entertained before/after the award of contract on this. It will be imperative on each bidder to acquaint himself of all local site conditions and factors which may have any effect on the execution of work covered under the Tender Document. In their own interest, the bidder(s) is/ are requested to familiarize themselves with the Indian Income Tax Act 1961, Indian Companies Act 1956, and Indian Customs Act 1962, GST Act and other related Acts and Laws and Regulations of India with their latest amendments, as applicable. Employer shall not entertain any requests for clarifications from the bidder regarding such local conditions.

13.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the Tender. Any claim for financial or Forex or any other adjustments to Value of Contract, on lack of clarity of such factors shall not be entertained.

14. Extension of Time for Commissioning

14.1 The time for Project commissioning as specified in the SCC is firm & final binding till the final commissioning of the Plant facilities. The Time(s) for Commissioning specified in the SCC shall be extended if the Contractor is delayed or impeded in the Performance of any of its obligations under the Contract due to delay in fulfilment of obligations by the Owner or by the reason of any of occurrence of Force Majeure as provided in the Tender for Force Majeure.

14.2 The Contractor shall at all times use its reasonable efforts to minimize any delay in the Performance of its obligations under the Contract.

[D] GENERAL OBLIGATIONS

15.1 Priority of Contract Documents

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

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

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

15.2 Headings and Marginal Notes

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

15.3 Singular and Plural

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

15.4 Interpretation

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

16 Special Conditions of Contract (SCC)

16.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Specification of Work, Drawings and any other documents forming part of this Contract wherever the context so requires.

16.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every

part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.

16.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

16.4 Wherever it is mentioned in the specifications that the Contractor shall perform certain Work or provide certain facilities, it is understood that the Contractor shall do so at his cost and the Value of Contract shall be deemed to have included cost of such performance and provisions, so mentioned.

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

17 Contractor to obtain his own Information

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

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

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

The Employer may provide such clarification as may be necessary in writing to Contract, such clarifications as provided by Employer shall form part of tender Documents. No verbal agreement

or inference from conversation with any effect or employee of the Employer either before, during or after the execution of the Contract Agreement shall in any way affect or modify and of the terms or obligations herein contained. Any change in layout due to site conditions or technological requirement shall be binding on the Contractor and no extra claim on this account shall be entertained.

18 Time of Performance

18.1 Time for Mobilization

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

18.2 Time Schedule of Construction

18.2.1 The general time schedule of construction is given in the Section - V, Special Conditions of Contract (SCC) of the Tender Documents. Contractor should prepare a detailed monthly or weekly construction program. The Work shall be executed strictly as per the Time Schedule given in the Tender Documents. The period of construction given includes the time required for mobilization testing, rectifications, if any, retesting and completion in all respects in accordance with Contract Document.

18.2.2 The Contractor shall submit a detailed Bar chart in MS Projects consisting of adequate number of activities covering various key phases of the Work such as Design, Procurement, Manufacturing, Shipment and Field Erection activities. This network shall also indicate the intermediate milestones and interface facilities to be provided by the Employer, if any and the dates by which such facilities are needed.

19. Force Majeure

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

- Act of God, including, but not limited to lightning, fire not caused by Suppliers' negligence and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, unprecedented flood, cyclone, typhoon, tornado, pandemic and quarantine. {Only if it is declared / notified by the competent state / central authority / agency (as applicable)},

- Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action.

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

19.2 Force Majeure Exclusions

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

- Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Power Project;
- Delay in the performance of any Contractor, sub-Contractor or their agents;
- Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;
- Strikes at the facilities of the Contractor / Affected Party;
- Insufficiency of finances or funds or the agreement becoming onerous to perform; and
- Non-performance caused by, or connected with, the Affected Party's:
  - Negligent or intentional acts, errors or omissions;
  - Failure to comply with an Indian Law; or
  - Breach of, or default under this Contract Agreement.
- Normal rainy seasons and monsoon
- Any Transport strikes not directly affecting the delivery of goods from manufacturer to site

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

19.4 Upon occurrence of such causes, the party alleging that it has been rendered unable as aforesaid, thereby, shall notify the other party in writing by registered notice within 7 (Seven) Days of the alleged beginning thereof giving full particulars and satisfactory evidence in support of its claim. Further, within 14 (Fourteen) days, the Contractor will furnish a detailed Contingency Plan to overcome the effects of the incident and bring the project on its schedule after cessation of the effect of Force Majeure.

19.5 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.

19.6 Time for Performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such Force Majeure clause lasts.

19.7 If works are suspended by Force Majeure conditions lasting for more than two months, the Employer/Owner shall have the option of cancelling this Contract in whole or part thereof, at its discretion.

19.8 The Contractor will not be entitled to claim any compensation for Force Majeure conditions and shall take appropriate steps to insure its men and materials utilized by it under the Contract.

20. Liquidated Damages (LD)

20.1 Subject to Force Majeure Clause, if the Contractor fails to comply with the Time for Completion /successful commissioning or any extension thereof of Plant facilities in accordance with timelines as mentioned under the SCC, then the Contractor shall pay to the Owner a sum equivalent to half percent (0.5%) per week of the uncommission part of the facilities 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 facilities.

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 Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract. Owner may consider the termination of contract and/or shall have the discretion of getting executed the work from the Contractor once the maximum limit of LD is reached. Any such recovery on account of the Liquidated damages can be done from the running bills of the Contractor by Owner.

20.2 The Owner shall at its sole discretion upon reaching the maximum LD limit , as an alternative to the Liquidated Damages at its option, get work executed from elsewhere at the risk and cost of the Contractor irrespective of the fact whether the scope of Contract is identical to the original scope of Contract and in case the Owner chooses the alternative course as mentioned, it will be entitled to recover compensation/ damages from the Contractor irrespective of maximum limit prescribed under Clause 20.1.

20.3 The Owner may by giving (01) one-month notice to the Contractor cancel the Contract without prejudice to the Owner's right under Clauses 20.1 and 20.2 or any other provisions contained in the Contract to determine the Contract and claim damages from the Contractor.

21. Rights of the Owner to forfeit Contract Performance Security

21.1 Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the Contract, the Contractor shall pay to the Owner on demand any balance remaining due to the Owner shall be entitled to recover such sum by appropriating in part or whole from the Contract Performance Security of the Contractor. In the event of the security being insufficient or if no security has been taken from the Contractor, then the balance or the total sum recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor.

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

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

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

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

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

22.3 Before determining the Contract as per Clause 22.1(a) provided in the judgement of the Owner, the

default or defaults committed by the Contractor is/ are curable and can be cured by the Contractor if an opportunity given to him, then the Owner may issue Notice in writing calling the Contractor to cure the default within such time specified in the Notice.

22.4 The Owner shall also have the right to proceed or take action as per 22.1(a)above, in the event that the Contractor becomes bankrupt, insolvent, compounds with his creditors, assigns the Contract in favor of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall be necessary for the Owner to give prior notice to the Contractor. Refer clause 25 below for further details on the "termination" of contact pertaining to various contractual situations.

23. Contractor remains liable to pay compensation if

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

24. Contract Performance Security

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

Bank Guarantee towards Contract Performance Security shall be from any scheduled commercial bank as specified in the List of Scheduled Commercial Banks updated at official site of Reserve Bank of India at the time of issuance of the BG. This Bank Guarantee shall be valid for a period in conjunction with the provisions mentioned under Section - V, Special Conditions of Contract (SCC).

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

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

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

The Contract Performance Security has to cover the entire contract value including extra works/

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

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

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

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

25. Termination of contract

25.1 Termination for Owner's Convenience

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

25.1.2 Upon receipt of the notice of termination under GCC Sub-Clause 25.1.1, the Bidder shalleither 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 oftermination 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 toparagraph (d) (ii) below

(c) remove all Bidder's Equipment from the Site, repatriate the Bidder's and its Sub Bidders' 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 GCC Sub-Clause 25.1.3,

(i) deliver to the Owner the parts of the supplies executed by the Bidder up to the date of termination

(ii) to the extent legally possible, assign to the Owner all right, title and benefit of the Bidder to the supplies and to the Plant as of the date of termination, and, as maybe required by the Owner, in any subcontracts concluded between the Bidder andits Sub Bidders; and

(iii) deliver to the Owner all non-proprietary drawings, specifications and other documents prepared by the Bidder or its Sub Bidders as at the date of termination in connection with the supplies.

In the event of termination of the Contract under GCC Sub-Clause 25.1.1, the Owner shallpay to the Bidder the following amounts:

(e) the Contract Price, properly attributable to the supplies executed by the Bidder as of thedate of termination

(f) the costs reasonably incurred by the Bidder in the removal of the Bidder's Equipment from the Site and in the repatriation of the Bidder's and its SubBidders' personnel

(g) any amounts to be paid by the Bidder to its SubBidders in connection with thetermination of any subcontracts, including any cancellation charges

(h) costs incurred by the Bidder in protecting the supplies and leaving the Site in a cleanand safe condition pursuant to paragraph (a) of GCC Sub-Clause 25.1.2

25.2 Termination for Bidder's Default

25.2.1 Neither the Owner nor the Bidder 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 priorwritten consent of the other Party, which consent shall not be unreasonably withheld, except that the Bidder shall be entitled to assign any monies due and payable to it or that may becomedue and payable to it under the Contract, either absolutely or by way of charge.

25.2.2 The Owner, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasonstherefor to the Bidder, referring to this GCC Sub-Clause 25.2:

(a) if the Bidder becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Bidder is a corporation, a resolution is passed ororder 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 Bidder takes or suffers any other analogous action in consequence of debt

(b) if the Bidder assigns or transfers the Contract or any right or interest therein in violationof the provision of GCC Clause 25.2.1.

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

25.2.3 If the Bidder

(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 Bidder can attain Completion of the Facilities by the Time for Completion as extended, then the Owner may, without prejudice to any other rights it may possess under the Contract,give a notice to the Bidder stating the nature of the default and requiring the Bidder to remedy the same. If the Bidder 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 Bidder that refers to this GCC Sub-Clause 25.2.

25.2.4 Upon receipt of the notice of termination under GCC Sub-Clauses 25.2.2 or 25.2.3, the Biddershall, 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 oftermination 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 toparagraph (d) below

(c) deliver to the Owner the parts of the supplies executed by the Bidder up to the date of termination

(d) to the extent legally possible, assign to the Owner all right, title and benefit of the Bidderto the supplies and to the Plant as of the date of termination, and, as may be required bythe Owner, in any subcontracts concluded between the Bidder and its SubBidders

(e) deliver to the Owner all drawings, specifications and other documents prepared by the Bidder or its SubBidders as of the date of termination in connection with the supplies.

25.2.5 Subject to GCC Sub-Clause 25.2.6, the Bidder 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 GCC Sub-Clause 25.2.4. Any sums due the Owner from the Bidder accruing prior to the date of termination shallbe deducted from the amount to be paid to the Bidder under this Contract.

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

If the sum that the Bidder is entitled to be paid, pursuant to GCC Sub-Clause 25.2.5, plus thereasonable costs incurred by the Owner in completing the supplies, exceeds the Contract Price,the Bidder shall be liable for such excess.

If such excess is greater than the sums due the Bidder under GCC Sub-Clause 25.2.5, the Bidder shall pay the balance to the Owner, and if such excess is less than the sums due the Bidder under GCC Sub-Clause 25.2.5, the Owner shall pay the balance to the Bidder.

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

26. Members of the Employer/ Owner not individually Liable

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

27. Employer/Owner not bound by Personal Representations

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

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

28.1 The Contractor 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 contractor 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 Employer and his staff and shall get the clearance of local authorities for setting up/construction of such facilities. Bidders are required to consider all such temporary office construction cost into his account, while bidding. These facilities shall be provided till the final handing over of the project to the Owner. The contractor shall ensure that the area is kept clean and sanitary conditions are maintained as laid down by the local authorities controlling the area.

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

29. Contractor's Subordinate Staff and their Conduct

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

29.2 If and whenever any of the Contractor's or Sub-Contractor's agents, sub-agents, assistants, foremen, or other employees be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the Contractor, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the Works. Any person so removed from the Work shall be immediately replaced at the expense of the Contractor by a qualified and competent substitute. Should the Contractor be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.

29.3 The Contractor shall be responsible for the proper behavior of all the staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such

employee so trespassing, the Contractor shall be responsible therefore and relieve the Owner of all consequent claims or actions for damages or injury or any other grounds whatsoever. The Contractor shall be liable for any liability to Owner on account of deployment of Contractor's staff etc. or incidental or arising out of the execution of Contract. The Contractor shall be liable for all acts or omissions on the part of his staff, Foremen and Workmen and others in his employment, including misfeasance or negligence of whatever kind in the course of their work or during their employment, which are connected directly or indirectly with the Contract.

29.4 If and when required by the Owner and Contractor's personnel entering upon the Owner's premises shall be properly identified by badges or gate passes which must be worn at all times on Owner's premises. Contractor may be required to obtain daily entry passes for his Staff/ Employees to work within operating areas. These being safety requirements, no relaxations on this account shall be given to Contractor.

29.5 Contractor shall at all times provide Employer/ SECI access to site and office during construction/ O&M periods and also provide them with any data/ information sought for.

30. Sub-letting of Works

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

i) **Sub-Contracts for Temporary Works etc**.

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

ii) **List of Sub-Contractors to be supplied**

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

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

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

iv) **No Remedy for Action Taken under this Clause**

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

vi) **Termination/ Cancellation of Contract**

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

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

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

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

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

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

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

31. Power of Entry

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

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

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

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

32. Contractor's responsibility

32.1 Contractor’s responsibility

32.1.1 The Contractor shall grade/level the land identified for development of the mentioned Power Plant along with the design, procure, manufacture (including associated purchases and/or subcontracting), install, commission and complete the Facilities, carry out the Guarantee tests with due care and diligence in accordance with the Contract along with interconnecting transmission system including Right of Way for Transmission Line and the comprehensive O&M of the complete facilities for the period as defined under the tender document . It is Contractor’s responsibility to coordinate with state/central agencies in order to get any permission whatsoever (as applicable), required for successful development & operation of Plant till its desired life.

32.1.2 The Contractor shall acquire, on behalf of Owner, in the Owner’s name, all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the Country/State where the Site is located that are necessary for the setting up of the Plant & operation of Plant till its desired life as mentioned under the Contract, including, but not limited to, entry permits for all imported Owner’s/Employer’s Equipment (if any). In this regard, any document required from Owner/ Employer shall be intimated at least 10 days prior to submission. Contractor has to ensure safe keeping of the documents and diligent use. It is the responsibility of the Contractor to safe keep and return all the original approvals, permits, licenses, certificates and other relevant document generated as a result of the setting up of project and comprehensive O&M process to the Owner.

32.1.3 In the matter of connectivity of Plant to DISCOM’s substation, the Owner will take the necessary connectivity permission, however, all the other permissions and clearances as deemed required by the State Agency/DISCOM for Bay allocation, technical/regulatory compliance for interconnection, ROW etc. are to be taken by the Contractor. Statutory fees pertaining to such shall be reimbursed by the Owner on production of the documentary evidence/Demand note over and above the contract value. Further, Contractor shall also facilitate Owner in getting the required permissions/agreements as required for the energy accounting by State agencies/DISCOM.

32.1.4 The Contractor shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is

located that are necessary for the Performance of the Contract, including, but not limited to, the right of way for the access to site and for erection of transmission lines as applicable, visas for the Contractor's and Sub-Contractor's personnel and entry permits for all imported Contractor's Equipment. The Contractor shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Owner and that are necessary for the Performance of the Contract.

32.1.5 Contractor shall also seek for any exemption applicable for the project as per the orders released from GOI time to time in appropriate Formats including all the required attachments. In this regard, Contractor shall be responsible to take all necessary certificates as a proof of exemptions on behalf of Owner. However, all the documents required from Owner, as needed for the process, will be provided by Owner. The demand of such documents shall be made to the Owner in at least 10 days advance.

32.1.6 The Contractor shall comply with all laws in force at the place, where the Facilities are installed and where the Installation Services are carried out. The laws will include all national, provincial, municipal labour or other laws that affect the Performance of the Contract and binding upon the Contractor. The Contractor shall indemnify and hold harmless the Employer/Owner from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the SubContractors and their personnel.

32.1.7 Any plant, material, spares & spares inventory and services that will be incorporated in or be required for the facilities.

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

33. Other Agencies at Site

33.1 The Contractor shall have to execute the Work in such place and conditions where other agencies may also be engaged for other works such as site grading, filling, and levelling, electrical and mechanical engineering works, etc. No claim shall be entertained due to Work being executed in the above circumstances. The Contractor shall allow such agencies to use the facilities like roads, etc constructed by the Contractor in order that they are able to carry out their respective scope of works unhindered

34. Notice

34.1 To the Contractor

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

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

34.2 **To the Employer/Owner**

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

35. Right of Various Interests

35.1 **i)** The Owner reserves the right to distribute the work between more than one agency(ies). The Contractor shall cooperate and afford other agency(ies) reasonable opportunity for access to the Work for the carriage and storage of materials and execution of their works.

ii) Wherever the work being done by any department of the Employer/ Owner or by other agency(ies) employed by the Employer/ Owner is contingent upon Work covered by this Contract, the respective rights of the various interests involved shall be determined jointly to secure the completion of the various portions of the work in general harmony.

36. Patents and Royalties

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

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

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

36.2 All charges on account of royalty, toilage, rent or any other levy on materials obtained for the work or temporary work or part thereof (excluding materials provided by the Employer/ Owner, if any) shall be borne by the Contractor.

36.3 The Contractor shall not sell or otherwise dispose of or remove except for the purpose of this Contract, the sand, stone, clay, ballast, earth, rock or other substances, or materials obtained from any excavation made for the purpose of the Work or any building or produce upon the site at the time of delivery of the possession thereof, but all such substances, materials, buildings and produce shall be the property of the Owner provided that the Contractor use the same for the purpose of the work.

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

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

36.6 The Employer/Owner shall not use such documents, data and other information received from the Contractor for any purpose other than the operation and maintenance of the Facilities. Similarly, the Contractor shall not use such documents, data and other information received from the Employer/Owner for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the Performance of the Contract.

- The obligation of a party under GCC Sub-Clauses 36.5 and 36.6 above, however, shall not apply to that information which
- Now or hereafter becomes available in the public domain through no fault of that party
- Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto.
- Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- The above provisions of this Clause shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.
- The provisions of this clause shall survive termination, for whatever reason, of the Contract.

37. Liens

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

right to do the same.

37.2 The Owner shall have lien on all materials, equipment including those brought by the Contractor for the purpose of erection, testing and commissioning of the Work.

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

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

38. Delays by Employer/ Owner or his Authorized representatives

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

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

39. Payment if the Contract is terminated

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

a) The amount payable in respect of any preliminary items, so far as the Work or service comprised therein has been carried out or performed and an appropriate portion as certified by Engineer-in-Charge of any such items or service comprised in which has been partially carried out or performed.
b) Any other expenses which the Contractor has expended for performing the Work under the Contract subject to being duly recommended by Engineer-in-Charge/Project Manager and approved by Employer/ Owner for payment, based on documentary evidence of his having incurred such expenses.

39.2 The Contractor will be further required to transfer the title, Guarantee/Warrantee of the Material/Products/Spares of the works & Projects, Power Conditioning Units (PCU)/ Inverters, Transformers, Batteries (If applicable) etc and provide the following in the manner and as directed by the Employer/ Owner.

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

40. No Waiver of Rights

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

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

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

42. Language and Measures

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

43. Guarantee Tests & Operational Acceptance and Transfer of Title

43.1 Plant Performance Guarantee Test

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

43.2 Operational Acceptance

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

a) The Plant Performance Guarantee in accordance with the procedure specified in "Technical Specifications" has been successfully completed and the Functional Guarantees are met.

b) Completion of the Facilities have been achieved as per Technical Specifications

43.2.2 The milestone payment linked with successful Operation acceptance shall be released subjected to following:

a) All "As- Built" Drawings and documents are submitted.
b) Detailed Engineering Document with detailed specification, schematic drawing, circuit drawing, cable routing plans and test results, manuals for all deliverable items, Operation, Maintenance & Safety Instruction Manual and other information about the project are submitted
c) Bill of material of the installed Facility is submitted.
d) Inventory of recommended and mandatory spares including special tools and tackles at project Site are provided
e) All the required approvals and NOC's as required, are submitted
f) List of deviation from the approved drawings with reason for deviation is submitted
g) List of punch points, duly signed, is provided.
h) Settlement of liquidity damages against delay and performance (Liquidity Damages)
i) Certificates of final levels as set out for various works
j) Certificates of tests performed for various Works.
k) Material appropriation, Statement for the materials issued by the Owner, if applicable for the Work and list of surplus materials returned to the Owner's store duly supported by necessary documents.
l) Warranty certificates for each equipment are handed over to Owner' and 'Statutory approvals/ permits/ NOC are handed over to Owner'
m) Supply of all mandatory and recommend spares

43.2.3 At any time after the events set out in GCC Sub- Clause 43.3.1 have occurred, the Contractor may give a notice to the Project Manager/EIC requesting the issue of an Operational Acceptance Certificate in the form acceptable to the Employer in respect of the Facilities or the part thereof specified in such notice as at the date of such notice.

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

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

43.2.6 The start date of the Comprehensive Operation and Maintenance shall be reckoned from the date mentioned in the Operational Acceptance Certificate.

43.3 Final Acceptance

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

a) The plant has achieved Operational acceptance; and
b) Handing over – Taking over of Plant should have been completed; and
c) Successful demonstration of the performance guarantees
d) Contractor has provided the list of recommended spares with detailed specification, source and price for further procurement; and
e) The Contractor has paid the liquidated damages, if any, as specified in SCC thereto;
f) Account reconciliation and NCR/ Punch list closure.

43.3.2 At any time after the events set out in GCC Sub – Clause 43.4.1 have occurred, the Contractor may give a notice to the Project Manager/EIC requesting the issue of Final Acceptance in the form

acceptable to the Employer in respect of the Facilities or the part thereof specified in such notice as at the date of such notice.

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

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

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

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

44. Release of Confidential Information

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

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

44.3 The Owner/ Employer shall not use such documents, data and other information received from the Contractor for any purpose other than the operation and maintenance of the Facilities. Similarly, the Contractor shall not use such documents, data and other information received from the Owner/ Employer for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the Performance of the Contract.

44.4 The obligation of a party above, however, shall not apply to that information which

- Now or hereafter enters the public domain through no fault of that party
- Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto.
- Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

44.5 The above provisions of this GCC shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.

44.6 The provisions of this GCC Clause 44 shall survive termination, for whatever reason, of the Contract.

45. Operation & Maintenance

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

45.2 Preventive / Routine Maintenance:

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

45.3 Breakdown / Corrective maintenance:

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

The date of Comprehensive Operation & Maintenance Contract period shall begin from the date of Operational acceptance. However, operation of the Power Plant means operation of system as per TS and workmanship in order to keep the project trouble free covering the O&M period. The Contractor must demonstrate the target generation at the end of every year in accordance with commitment made in line with the Performance guarantees.

45.4 Serviceability Level Agreement (SLA)

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

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

45.4.3 Contractor will be responsible for maintaining the Insurance Policy for the complete Plant and Facilities during the O&M period also. He shall maintain seamless insurance cover during Construction and O&M phases. Copy of policies shall be given to the Owner.

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

45.4.5 O&M Routine & Manpower: Contractor shall provide Preventive / Routine Maintenance schedule based on Original Equipment manufacturer and good engineering practices. The team deployed for the O&M must have sufficient experience of executing the similar tasks.

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

45.5 Bidder is requested to provide the list of all the spares required to maintain the facility for O&M period. Contractor agrees to supply such spare parts, as recommended or otherwise required for the effective and hassle-free operation and maintenance of the Facilities. However, the Contractor,

with its previous experience, is to provide a list of spares including specifications, supplier details and indicative price, as recommended by him and OEM. The Contractor shall keep and maintain the inventory of such spares for the hassle-free operation during the complete O&M period without additional cost to Owner. Also, at the end of penultimate year of the O&M contract, Contractor shall supply a list of all recommended spares as per the operational requirement of the plant and with reference to the mean time between failures (MTBF), along with detailed specifications, supplier details and tentative cost for future purchase. The price of such spare parts shall include the breakup of taxes and duties as applicable towards purchase and supply of spare parts. Owner, at its discretion, will purchase the spare as required for future operation. However, the Contractor shall replenish the mandatory spares at his cost prior to the completion of the O&M period.

46. Completion of Contract

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

47. Pre - Commissioning & Commissioning

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

47.2 If the Project Manager/EIC is satisfied that the Facilities have reached Completion, the Project Manager/EIC shall, within seven (7) days after receipt of the Contractor's notice, arrange to witness the pre – commissioning of the Facilities.

47.3 If the Project Manager/EIC notifies the Contractor of any defects and/or deficiencies, the Contractor shall then correct such defects and/or deficiencies and shall repeat the procedure described in GCC Sub- Clause 47.1.

47.4 If the Project Manager/EIC is still not so satisfied, then it shall notify the Contractor in writing of any defects and/or deficiencies within seven (7) days after receipt of the Contractor's repeat notice, and the above procedure shall be repeated.

47.5 As soon as all works in respect of Pre-commissioning are completed and, in the opinion of the Contractor, the Facilities are ready for Commissioning, the Contractor shall so notify the Project Manager in writing. The Contractor shall commence Commissioning of the facilities as per the GCC Sub – Clause 47.6.

47.6 Commissioning of the Facilities shall be completed by the Contractor as per procedures detailed in the Technical Specifications and in the presence of the Project Manager/ EIC and Owner.

47.7 If the Project Manager/EIC fails to inform the Contractor of any defects and/or deficiencies within fourteen (14) days after receipt of the Contractor's notice under GCC Sub-Clause 47.1 or within seven (7) days after receipt of the Contractor's repeated notice under GCC Sub-Clause 47.3, then the Facilities shall be deemed to have taking up the date of the Contractor's notice or repeated notice, accepted for commissioning, as the case may be.

47.8 As soon as possible after Commissioning, the Contractor shall complete all outstanding minor items so that the Facilities are fully in accordance with the requirements of the Contract, failing which the Employer will undertake such completion and deduct the costs thereof from any monies owing to the Contractor.

47.9 As soon as possible after Commissioning, the Contractor shall make the facility ready for the performance test (PR test) and inform the Project Manager/EIC at least 7 (seven) days prior to the start of the performance test as per the procedure mentioned in the Technical Specifications.

47.10 Upon successful Operational Acceptance of the Facilities as per GCC sub clause 43.3, the Contractor shall be responsible for the care and custody of the Facilities, together with the risk of loss or damage thereto, and shall thereafter take over the Facilities or the relevant part thereof for the agreed duration of comprehensive operation and maintenance as stipulated and mutually agreed terms and conditions.

[E] PERFORMANCE OF WORK

48. Execution of Work

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

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

48.3 The Contractor shall supply & deliver all equipment and materials for installation at site. The Contractor shall arrange for transportation, loading & unloading, local sifting, EAR insurance and safe storage of materials at project site at his own cost & risk.

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

49. Void

50. Work in Monsoon and Dewatering

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

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

51. Change in Laws and Regulations

51.1 If, after the date seven (7) days prior to the date of Bid submission, in the country where the Site is

located, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities), including (i) the enactment of any new law; or (ii) an amendment, modification or repeal of an existing law; or (iii) any change in the rates of any Taxes including any duties and cess or introduction of any new tax made applicable for setting up the project that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the Performance of any of its obligations under the Contract. Contractor shall promptly and within 15 days of such enactment coming into force, forward relevant supporting documents to Owner.

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

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

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

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

52. General Conditions for Construction and Erection Work

52.1 Overtime work is permitted in cases of need and the Owner will not compensate the same. Shift working at 2 or 3 shifts per day may become necessary and the Contractor should take this aspect into consideration for formulating his rates. No extra claims will be entertained by the Owner on this account.

52.2 The Contractor must arrange for the placement of workers in such a way that the delayed completion of the Work or any part thereof for any reason whatsoever will not affect their proper employment. The Owner will not entertain any claim for idle time payment whatsoever.

52.3 The Contractor shall submit to the Owner/ Employer progress reports at regular intervals regarding the state and progress of Work. The details and format of the report will be mutually agreed after the award of Contract. The Contractor shall provide display boards showing progress and labour strengths at worksite. Updated project schedule in MS Projects shall also be furnished by Contractor as per agreed interval

53. Design and Engineering

53.1 The Work covered under this Contract having to be executed by the Contractor on a lump-sum firm price 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 Contractor's scope of Work as a result of detailed Engineering and thereafter during the execution of Work.

53.2 **Specifications and Drawings**

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

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

53.3 **Codes and Standards**

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

53.3.2 Approval / Review of Technical Documents by Project Manager

The Contractor shall prepare list of documents and drawings i.e. Master drawing list (MDL) as per technical specifications and furnish to the Project Manager/EIC for review & Approval of the same within 14 days from the Zero date.

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

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

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

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

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

53.3.8 The Project Manager's approval, with or without modification of the document furnished by the

Contractor, shall not relieve the Contractor of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager.

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

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

54. Drawings to be supplied by the Owner/Employer

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

54.2 The Contractor shall be deemed to have gone through the Drawings supplied to him thoroughly and carefully and in conjunction with all other connected drawings and bring to the notice of the Engineer-in-Charge/ Project Manager discrepancies, if any, therein before actually carrying out the Work.

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

55. Drawings to be supplied by the Contractor

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

55.2 Where approval/ review of drawings before manufacture/ construction/ fabrication has been specified, it shall be Contractor's responsibility to have these drawings prepared as per the TS and get it approved before proceeding with manufacture/ construction/ fabrication as the case may be. Any change that may have become necessary in these drawings during the execution of the work shall have to be carried out by the Contractor at no extra cost. All as built drawings shall bear the certification stamp duly signed by both the Contractor and Engineer-in-Charge/Project Manager. The Contractor shall incorporate any modifications and/ or corrections as highlighted/notified and submit the drawings for approval practically within the next 7 working days.

55.3 The Drawings submitted by the Contractor shall be reviewed by the Engineer-in-Charge/Project Manager as far as practicable within 10 (Ten) working days. The Contractor shall incorporate any modifications and/ or corrections as highlighted/notified and submit the drawings for approval. Any delays arising out of failure by the Contractor to rectify the drawing in good time shall not alter the Contract Completion Time.

55.4 All GA & GFC drawings shall be provided in soft as well as Hard form in appropriate format/size to Employer for review & approval.

All as built drawings showing all corrections, adjustments & deviations, if any, etc shall be furnished by the Contractor in 04 (Four) Hard Copies & a soft copy for record purpose to the Employer/ Owner immediately after the operational acceptance.

56. Setting out Works

56.1 The Contractor shall provide, fix and be responsible for the maintenance of all stakes, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The Contractor shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and center line marks, either existing or supplied and fixed by the Contractor. Contractor shall carry out Geotech investigation at site at his own cost and design the foundations accordingly. A copy of the investigation report shall also be forwarded to Employer and Owner

56.2 Before beginning the Works, the Contractor shall at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the works in accordance with the schemes for bearing marks as required. The center, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct mark at the center to enable theodolite to be set over it.

56.3 Pillars bearing geodetic marks located at the sites of units of Works under construction should be protected and fenced by the Contractor.

56.4 On completion of Work, the Contractor must submit the geodetic documents according to which the Work was carried out.

57. Geological Discoveries

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

58. Materials to be supplied by Contractor

58.1 Plant and Equipment

The Contractor shall procure and transport all the Plant and Equipment in an expeditious and orderly manner to the Site to achieve completion of activities as per schedule to enable commissioning of the Project by the scheduled commissioning date. Contractor shall deliver supplies at site in accordance to its erection sequence. Owner may hold payment against supplies in case same is delivered more than 03 (Three) months before its erection requirement (except for imported items)

58.2 Transportation

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

58.3 Packing and Marking

The Contractor shall be responsible for securely protecting and packing the plant & equipment as

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

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

In order to import any items, associated with the Wind Power Project, from abroad or from any other state in India, Contractor shall have to arrange any clearance, permission, if required at his own risk, from any Government (Government of State & Government of India) or any Government (Government of State & Government of India) controlled organization for transportation of materials from manufacturing shop to delivery at Site. Contractor 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.

58.4 **Storage of Equipment**

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

The Contractor shall procure and provide within the Value of Contract the whole of the materials required for the construction including steels, cement and other building materials, tools, tackles, construction plant and equipment for the completion and maintenance of the Work except the materials which will be issued by the Owner and shall make his own arrangement for procuring such materials and for the transport thereof. The Owner may give necessary recommendation to the respective authority if so desired by the Contractor but assumes no further responsibility of any nature. The Owner will insist on the procurement of materials which bear ISI stamp and/ or which are supplied by reputed suppliers.

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

59. Stores Supplied by the Owner

59.1 If the Specification of the Work provides for the use of any material of special description to be supplied from the Owner's stores or it is required that the Contractor shall use certain stores to be provided by the Owner, such materials and stores, there for as hereinafter mentioned being so far as practicable for the convenience of the Contractor, but not so as in any way to control the meaning or effect of the Contract, the Contractor shall be bound to purchase and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the Contract only. After the completion of the Work, however, the Contractor has to account for the full quantity of materials supplied to him as per relevant clauses in this document.

59.2 All materials so supplied to the Contractor shall remain the absolute property of the Owner and shall not be removed on any account from the Site of the Work and shall be at all times open for inspection to the Engineer-in-Charge/Project Manager. Any such materials remaining unused at the time of the completion or termination of the Contract shall be returned to the Owner's stores or at a place as

directed by the Engineer-in-Charge/Project Manager in perfectly good condition at Contractor's cost.

59.3 Owner, at his sole discretion and upon request from Contractor, may provide appropriate space for storage outside the site on chargeable basis mutually agreeable to both parties. However, the transportation of equipment from store to site shall be arranged by the Contractor at his cost and risk

60. Conditions for Issue of Materials

60.1 **i)** Materials specified as to be issued by the Owner will be supplied to the Contractor by the Owner from his stores. It shall be responsibility of the Contractor to take delivery of the materials and arrange for its loading, transport and unloading at the Site of Work at his own cost. The materials shall be issued between the working hours and as per the rules of the Owner as framed from time to time. Once the material is issued or taken over by the Contractor, then the same will be his own liability to store, use & maintain.

ii) The Contractor shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.

iii) Materials specified as to be issued by the Owner shall be issued in standard sizes as obtained from the manufacturers.

iv) The Contractor shall construct suitable godowns at the Site of Work for storing the materials safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward along with proper illumination establishment for the purpose.

v) It shall be duty of the Contractor to inspect the materials supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the Owner, it shall be the responsibility of the Contractor to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/ or replaced by him at his own cost.

vi) The Owner shall not be liable for delay in supply or non-supply of any materials which the Owner has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the Owner. In no case, the Contractor shall be entitled to claim any compensation or loss suffered by him on this account.

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

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

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

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

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

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

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

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

62. Materials obtained from Dismantling

62.1 If the Contractor in the course of execution of the Work is called upon to dismantle any part for reasons other than those stipulated in Clauses 67 and 70 hereunder, the materials obtained in the Work of dismantling etc., will be considered as the Owner's property and will be disposed off to the best advantage of the Owner.

63. Articles of Value Found

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

64. Discrepancies between Instructions

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

65. Action where no Specification is issued

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

66. Inspection of Works

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

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

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

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

67. Tests for Quality of Work

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

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

However, in case re-inspection is necessitated on account of non-acceptance of item(s) due to failure on Factory Acceptance Test(s), the cost of associated travel and accommodation for the

revisit shall be borne by the Contractor. A minimum of 07 (Days) notice shall be given by the Contractor for witnessing such inspection at the works

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

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

67.3 If any tests are required to be carried out in conjunction with the Work or materials or workmanship not supplied by the Contractor, such tests shall be carried out by the Contractor and cost of such tests shall be reimbursed by the Owner.

67.4 The Generators/ cables and other Balance of system equipment deployed in the Wind power Plant shall have valid test certificates for their qualification as per above specified IEC/ IS Standards by one of the NABL Accredited /Govt approved Test Centers in India. In case of WTGs types/ equipment for which such Test facilities may not exist in India, test certificates from reputed ILAC Member body accredited Labs abroad (with proof of accreditation) will be acceptable.

68. Samples for Approval

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

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

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

70. Suspension of Works

70.1 **i)** Subject to the provisions of sub-para (ii) of this clause, the Contractor shall, if ordered in writing by the Engineer-in-Charge/Project Manager, or his representative, temporarily suspend the Works or any part thereof for such written order, proceed with the Work therein ordered to be suspended

until, he shall have received a written order to proceed therewith. The Contractor shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works aforesaid. However, suitable time extension may be considered at the sole discretion of the owner.

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

71. Owner may do Part of Work

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

72. Possession prior to Completion

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

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

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

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

73.3 The Contractor shall also be undertaking the operation and maintenance of the Facility and consequently shall be required to rectify any defects that emerge during the operation of the Facilities for the entire term of this Contract.

73.4 The Defect Liability Period shall be of twelve (12) months from the date of Operation Acceptance, during which the Contractor must repair any defect identified by the Project Manager / EIC after

commissioning of the Plant. All the expenses to repair the defects shall be borne by the Contractor and no additional cost charged to the Owner.

73.5 If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant and Equipment supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Owner regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the Contractor shall, at its discretion, determine) such defect as well as any damage to the Facilities caused by such defect.

73.6 Furthermore, without prejudice to the generality of the foregoing, it is clarified that the Contractor shall also be responsible for the repair, replacement or making good of any defect, or of any damage to the Facilities arising out of or resulting from any of the following causes:

- Improper operation or maintenance of the Facilities by the Contractor during operation and maintenance of the Facility; and
- Operation of the Facilities outside specifications of the Facilities.

73.7 The Contractor may, with the consent of the Owner, remove any Plant and Equipment or any part of the Facilities that are defective from the Site, if the nature of the defect and/or any damage to the Facilities caused by the defect is such that repairs cannot be expeditiously carried out at the Site.

73.8 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 Contractor a notice requiring that tests of the defective part of the Facilities shall be made by the Contractor immediately upon completion of such remedial work, whereupon the Contractor shall carry out such tests.

73.9 If such part fails the tests, the Contractor shall carry out further repair, replacement or making good (as the case may be) until that part of the Facilities passes such tests. The tests, in character, shall in any case be not inferior to what has already been agreed upon by the Owner and the Contractor for the original equipment/part of the Facilities.

73.10 If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than seven (7) days), the Owner may, following a notice to the Contractor, proceed to do such work, and the costs incurred by the Owner in connection therewith shall be paid to the Owner by the Contractor or may be deducted by the Owner from any monies due to the Contractor or claimed under the Performance Guarantee, without prejudice to other rights, which the Owner may have against the Contractor in respect of such defects.

73.11 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.

73.12 In addition, the Contractor shall also provide an extended warranty for any such component of the Facilities and for the period of time. Such obligation shall be in addition to the defect liability specified.

73.13 Latent defect liability: Notwithstanding, the defect liability period of 12 months above, the plant shall carry a latent defect liability of 5 years from date of operational acceptance towards any design/ manufacturing defects in the equipment supplied by the Contractor

73.14 The Contractor's liability under this contract for any reason, what so ever, shall be limited to the total Contract Price (Including GST etc)

73.15 Limitation of Liability

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

73.16 Guarantee/ Warranty

As enumerated in Clause no. 73 (Defect Liability Period) of GCC, the overall DLP should stand valid for a period of 12 (Twelve) Months from the date of Operational Acceptance. However, Contractor needs to ensure following Guarantees/ Warrantees to the best possible extent for the successful execution of the Contract. Subsequently, necessary Guarantee/ Warranty Certificate shall be produced by the Contractor prior to Operational Acceptance of the Facility.

Guarantee/ Warranty as defined under Section VII, Scope of work and Technical specifications will prevail in this clause. Contractor should guarantee the Plant facility for the workmanship for a period of 05 (Five) years from the date of Operational Acceptance.

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

73.16.2 The Contractor 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"

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

73.16.4 At the end of warranty/ guarantee period, the Contractor's liability shall cease subjected to fulfillment of its liability under GCC Clause 73.16 (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 Contractor by the original Supplier or manufacturer of such goods eg Performance guarantee for 25 yrs for WTGs, etc.

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

74. Care of Works

74.0 From the commencement to completion of the Work & till the completion of O&M period (If

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

74.1 Defects Prior to Taking Over

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

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

b) As soon as reasonably practicable, gives to the Contractor notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the Contractor shall at his own expenses and with all speed make good the defects so specified.

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

74.2 Defects after Taking Over (If applicable)

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

75. Guarantee/ Transfer of Guarantee

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

In case of the contract termination/cancellation and wherein the title of Guarantee/Warrantee for the

major Material/Products/Spares of the works & Projects including but not limited to Power Conditioning Units (PCU)/ Inverters, Transformers, Batteries is in the name of the Contractor, then all such Guarantee/Warrantees for all such major products/material/spares will have to be mandatorily transferred in the name of Owner as soon as the contract is terminated/cancelled & no plea/deviation from the Contractor side will be entertained in this regard.

For works like water-proofing, acid and alkali resisting materials, pre-construction soil treatment against termite or any other specialized works etc. the Contractor shall invariably engage Sub-Contractors who are specialists in the field and firms of repute and such a Sub-Contractor shall furnish guarantees for their workmanship to the Owner, through the Contractor. In case such a Sub-Contractor is not prepared to furnish a guarantee to the Owner, the Contractor shall give that guarantee to the Owner directly.

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

76.1 Tools & Tackles

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

76.2 Setting up/Supervision/Labor

76.2.1 Bench Mark:

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

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

76.2.2 Contractor's Supervision:

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

76.2.3 Labour:

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

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

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

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

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

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

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

76.3 **Contractor's Equipment**

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

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

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

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

76.4 **Site Regulations and Safety**

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

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

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

76.5 **Site Clearance**

76.5.1 Site Clearance in Course of Performance

In the course of carrying out the Contract, the Contractor shall keep the Site reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage,

packaging material, rubbish & debris and temporary installations from the Site, and remove any Contractor's Equipment no longer required for execution of the Contract with due approval of the Owner.

76.5.2 Site Clearance after Completion

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

76.5.3 **Disposal of Scrap**

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

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

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

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

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

76.5.4 **Watch & Ward and Lighting**

The Contractor shall provide and maintain at its own expense all lighting, fencing, watch and ward wherever necessary for the proper execution and the protection of the Facilities, or for the safety of the Owners and occupiers of adjacent property and for the safety of the public during the entire construction and O&M period.

76.6 **Training**

The period and the nature of training for the individual personnel shall be agreed upon mutually between the Contractor and the Owner. These personnel shall be given special training at the shops, where the equipment will be manufactured and/ or in their collaborator's works and where possible, in any other plant where equipment manufactured by the Contractor or his collaborators is under

installation or test to enable those personnel to become familiar with the equipment being furnished by the Contractor. Owner shall bear the cost of Boarding, Lodging & Travel only for the said personnels.

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

77. Replacement of Defective Parts and Materials

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

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

78. Indemnity

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

79. Construction Aids, Equipment, Tools & Tackles

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

[F] CERTIFICATES AND PAYMENTS

80. Schedule of Rates and Payments

80.1 Contractor's Remuneration

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

80.2 Schedule of Rates to be Inclusive

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

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

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

80.4 Schedule of Rates to Cover Royalties, Rents and Claims

The Schedule of Rates (i.e., Contract Value) shall be deemed to include and cover the cost of all Royalties and Fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the Work, also all Royalties, Rents and other payments in connection with obtaining materials of whatsoever kind for the Work and shall include an Indemnity to the Employer/ Owner which the Contractor hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the Work of any such articles, processes or materials, other municipal or local Board Charges, if levied on materials, equipment or machineries to be brought to site for use on Work shall be borne by the Contractor.

80.5 Schedule of Rates to Cover GST/Applicable taxes

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

80.6 Schedule of Rates to Cover Risks of Delay

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

80.7 Schedule of Rates Cannot be altered

(a) For Engineering, Procurement and Commissioning (EPC) Contracts or Lumpsum Turnkey (LSTK) Contracts, the total Project/ Contract Value stands to be fixed inclusive of entire items, Materials, Spares, Consumables, Services, Erection and all quoted and unquoted items/ Services in the Bill of Quantity (BOQ) of the Tender/ Contract. Contract Value of such EPC Contracts comprises of all the related costs required for successful execution of the work. The final payment outlay or total cost of the project will be limited to the total value of the EPC Contract and O & M Contract. Any kind of variations related to Total Contract Value shall be to Contractor’s account. The payment will be made according to the Work carried out, for which purpose an item wise, or work wise Schedule of Rates shall be furnished, suitable for evaluating the value of Work done and preparing running account bill.

(b) If applicable, For Item Rate Contracts, no alteration will be allowed in the Schedule of Rates by reason of works or any part of them being modified, altered, extended, diminished or committed. The Schedule of Rates are fully inclusive of rates which have been fixed by the Contractor and agreed to by the Employer/Owner and cannot be altered.

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

81. Procedure for Measurement and Billing

81.1 Billing Procedure

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

81.1.1 For EPC/ Lumpsum Turnkey Contracts, the billing procedure will follow as per the prescribed payment terms as defined in Special Conditions of Contract (SCC).

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

81.1.3 Engineer-in-Charge/Project Manager shall pass the bills after carrying out the comprehensive checks in accordance with the terms and conditions of the Contracts, within 21 (Twenty-one) days

of submission of the bills along with all necessary enclosures and documents, complete in all respects and send the same to the Owner to effect payment to the Contractor as per the defined payment terms.

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

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

81.2 Secured Advance on Material

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

81.3 Dispute in Mode of Measurement

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

81.4 Rounding-Off of Amounts

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

82. Lumpsum in Tender

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

83. Running Account Payments to be regarded as Advance

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

The final bill shall be submitted by the Contractor within 01 (One) Month of the date of the final acceptance of the Work; otherwise, the Engineer-in-Charge/Project Manager's measurement and of total amount payable for the Work accordingly shall be final and binding on all parties

84. Notice of Claims for Additional Payments

84.1 Should the Contractor consider that he is entitled to any extra payment for any extra/ additional

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

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

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

85 Payment of Contractor's Bill

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

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

86 Receipt for Payment

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

87. Handing Over – Taking Over

87.1 Subsequent to Operational Acceptance of the Facilities by the Employer and within 15 (Fifteen) days of the commencement of the O&M period, the Contractor shall furnish an Indemnity Bond/ undertaking as per “Sample Forms and Formats” which is to be executed by the Contractor for the plant handed over by Owner for performance of its O&M Contract (Entire Wind Power Plant).

The Facility shall be taken over by the Owner upon successful Operational Acceptance in accordance with GCC Clause 43.3 (Operational Acceptance).

Immediately after taking over of complete facilities (s), the Facilities will be handed over to the

Contractor for Comprehensive Operation & Maintenance for a period as mentioned in the Contract document.

.

88. Final Decision and Final Acceptance

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

89. Certificate and Payments on Evidence of Completion

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

90. Deductions from the Contract Price

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

[G] TAXES AND INSURANCE

91. Taxes & Duties – Goods & Service Tax

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

91.2 The Owner shall bear and pay/reimburse to the Contractor Goods and Services Tax (GST) applicable on: (a) Plant and Equipment (including Type Test Charges) and Mandatory Spares to be supplied from within the Employer'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 Works 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 construction works and erection & commissioning shall be to the contractor's account and no separate claim in this regard will be entertained by the Employer. Notwithstanding anything to contrary contained in the Contract, the Contractor's right to payment under the Contract is subject to issuance of valid tax invoice, payment of applicable GST to the credit of appropriate Government and submission of valid particulars of tax invoice under GST returns in accordance with GST Law. The Contractor shall issue tax invoices, file appropriate returns, and deposit the applicable GST to the account of appropriate government within the time limit prescribed under the GST Law. In the event of any default,

Contractor shall be liable to pay any penalty/demand raised on Owner due to default by Contractor, and the same shall be recovered/Contractor shall make good the loss. The Contractor shall be responsible for the issuance of e-way bill and other compliances relating to e-way bill as per GST law. The Owner will deduct GST at source at the applicable rates in case transactions under the contract are liable to GST deduction at source as per the prevailing provisions of GST Law.

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

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

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

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

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

92. Income Tax

As per Indian Income Tax Act & Rules, Owner is required to deduct Income Tax at source from all the payments to be made to Nonresident/ Foreign Contractor. For this purpose, the Contractor shall be required to either furnish (i) the certificate from Indian Tax Authority or (ii) Ruling from “the Authority for Advance Ruling (AAR)” determining the applicable rate of Income tax in India before release of first payment. The Contractor will be required to submit PAN details to the Project Manager before the submission of the first bill. If the Owner orders any spare at a later date a, all applicable additional taxes & duties, if any, not included in the original price shall be to the account of Owner. Notwithstanding anything to contrary contained in the agreement/Purchase Order, Contractor/Supplier’s right to payment under the contract/agreement/Purchase Order is subject to issuance of valid tax invoice, payment of applicable GST to the credit of appropriate Government and submission of a valid particulars of tax invoice under GST returns in accordance with GST Act. Unless expressly stated otherwise, a common mechanism for reconciliation of input credit mismatch, to be followed by both Owner and Contractor/Supplier, shall be mutually agreed so that both parties follow the same procedure for disclosing the transactions in their respective returns. Notwithstanding

anything in the agreement/ contract, penalty / damages shall be recovered in case the Contractor/Supplier makes a default in following the agreed procedure. Contractor/Supplier shall issue tax invoices, file appropriate returns, and deposit the applicable GST to the account of appropriate government within the time limit prescribed under the GST Law. In the event of any default, Contractor/Supplier shall be liable to pay the amount which may be imposed on Owner due to such default. Contractor/Supplier should comply with the provisions of e-way bill notified by appropriate authorities from time to time. The existing provisions regarding road permit will continue till such time if applicable. Owner will deduct GST at source at the applicable rates in case transactions under the contract are liable to GST deduction at source as per the prevailing provisions of GST Law.

93. Void

94. Insurance

To the extent specified in the Contract Agreement, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions. The identity of the insurers and the form of the policies shall be subject to the approval of the Owner, who should not unreasonably withhold such approval.

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

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

94.3 The Contractor shall arrange to supply/ rectify/ recover the materials without waiting for settlement of the insurance claim and even if the claim is unsettled for timely completion of the project. The final financial settlement with the insurance company shall rest upon the Contractor.

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

94.5 The Contractor should arrange for providing insurance coverage to its workmen under Workmen's Compensation Act or similar Rules and Acts as applicable during execution of work for covering risk against any mishap to its workmen. The Contractor shall also undertake a Third-Party Insurance and shall at all times keep Owner indemnified against any Third-Party claims and shall arrange to settle them at the earliest. The Owner/ Employer will not be liable for any such loss or mishap.

94.6 All other insurance like – transit insurance (Marine/ Cargo/ others as applicable), Construction All Risk, Erection All Risk, workmen compensation,fire, third party liability, insurance against theft, Contractor's Equipments, machinery breakdown policy, business interruption insurance, Property damage Insurance & Environmental risk insurance as required during the Construction and O&M period of the Plant shall be in the contractor's scope & shall borne by the Contractor.

94.7 Owner shall be named as co – insured under all insurance policies taken out by the Contractor, except for the workmen compensation, third party liability and Owner's liability insurances. All

insurers' rights of subrogation against such co – insured for losses or claims arising out of the performance of the contract shall be waived under such policies.

94.8 All the insurance cover taken for the construction and O&M period shall be seamless in nature & preferably taken from the same insurance company.

94.9 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 Contractor shall be responsible to take suitable insurance till the completion of the O&M contract and indemnify the Employer/Owner from all associated risks whatsoever.

94.10 The Contractor shall be responsible to take suitable insurance(s) and claim management during and till the completion of the O&M contract and indemnify the Owner from all associated risks whatsoever.

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

94.11 Employees State Insurance (ESI) Act

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

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

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

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

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

94.12 Accident or Injury to Workmen

The Employer/ Owner shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the

Employment of the Contractor or any Sub-Contractor and the Contractor shall indemnify and keep indemnified the Employer/ Owner against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

94.13 Transit/Cargo Insurance

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

Covering loss or damage occurring, while in transit from the supplier's or manufacturer's works or stores until arrival at the Site, to the Facilities (including spare parts therefor) and to the construction equipment to be provided by the Contractor or its Subcontractors.

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

94.14 Comprehensive Automobile Insurance

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

94.15 Installation All Risks Insurance

Covering physical loss or damage to the Facilities at the Site, occurring prior to Completion of the Facilities, with extended maintenance coverage for the Contractor's liability in respect of any loss or damage occurring during the Defect Liability Period while the Contractor is on the Site for the purpose of performing its obligations during the Defect Liability Period.

Amount	Deductible Limits	Parties Insured	From	To
110% of the Ex-works value of supply	Nil	Contractor, Sub contractor & Owner	Receipt at site	Upto Defect Liability period

94.16 Comprehensive General Liability Insurance

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

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

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

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

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

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

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

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

a) **Machinery Breakdown:** Electrical & or machinery breakdown of any machinery or other equipment resulting in costly repairs or even replacement of the WTGs.

b) **Business Interruption:** Cover for period of operational downtime i.e., covering the cash flow of the Wind business as a result of an insured peril, for example fire or storm damage, machinery breakdown or equipment failure**.**

c) **Property Damage:** The insurance should cover material damage due to external causes such as fire, theft, vandalism, sabotage, hail damage, snow load, lightning strike, overload, operational mistakes, clumsiness, negligence & theft.

d) **Employers Liability:** Provides cover against the risk of accident from usual workplace risks such as working at height & manual handling during construction & O&M period..

e) **Environmental Risk Insurance:** Environmental damage coverage indemnifies Wind system owners of the risk of either environmental damage done by their development or pre-existing damage on the development site.

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

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

Amount	Deductible Limits	Parties Insured	From	To
To be indicated by the	Nil	Contractor, Sub	Receipt at	Upto Defect

Contractor		contractor & Owner	site	Liability period

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

95.1 Contractor shall be responsible for making good to any loss or any damage to structures and properties belonging to the Owner or being executed or procured or being procured by the Owner or of other agencies within in the premises of all the work of the Owner, if such loss or damage is due to fault and/ or the negligence or willful acts or omission of the Contractor, his employees, agents, representatives or Sub-Contractors.

95.2 The Contractor shall take sufficient care in moving his plants, equipment and materials from one place to another so that they do not cause any damage to any person or to the property of the Employer/ Owner or any third party including overhead and underground cables and in the event of any damage resulting to the property of the Owner or of a third party during the movement of the aforesaid plant, equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the Employer/ Owner or ascertained or demanded by the third party shall be borne by the Contractor. Third party liability risk shall be INR 1 (One) Lakh for single accident and limited to INR 10 (Ten) Lakhs.

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

[H] LABOUR LAWS

96. Labour Laws & Indemnity Bond

i) No labour below the age of 18 (Eighteen) Years shall be employed on the Work.

ii) The Contractor shall at his expense comply with all labour laws and keep the Employer/ Owner indemnified in respect thereof.

iii) The Contractor shall employ labour in sufficient numbers either directly or through Sub-Contractor's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract.

iv) The Contractor shall indemnify the Employer/ Owner against any payments to be made under and for the observance of the provisions of the aforesaid labour compliances without prejudice to his right to obtain indemnity from his Sub-Contractor's.

v) The Contractor shall also indemnify to keep the Owner/ Employer harmless from any act of omission or negligence on the part of the Labour Laws compliance in following the statutory requirements with regard to Labour laws. Against the signing of the contract, The Indemnity Bond shall be furnished by Contractor as per Format enclosed under Forms and Formats for the labour law compliance.

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

97. Void

98. Contractor to Indemnify the Employer/ Owner

98.1 The Contractor shall indemnify the Employer/ Owner and every member, office and employee of the Employer/ Owner, also the Engineer-in-Charge/Project Manager and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred to in Clause 95 and elsewhere and all actions, proceedings, claims, demands, costs and expenses which may be made against the Employer/ Owner for or in respect of or arising out of any failure by the Contractor in the performance of his obligations under the Contract Document.

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

98.2 **Payment of Claims and Damages**

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

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

99. Health and Sanitary Arrangements for Workers

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

99.2 The Contractor shall provide in the labour colony all amenities such as electricity, water and other sanitary and health arrangements. The Contractor shall also provide necessary surface transportation to the place of work and back to the colony for their personnel accommodated in the labour colony.

[I] APPLICABLE LAWS & SETTLEMENT OF DISPUTES

100. Arbitration

a. Settlement of Dispute

i. If any dispute or difference or claim occurs between the Owner and the Supplier in connection withor 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 toresolve 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 writingof 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 seand also between CPSEs and Governmental Departments/ Organizations (other than those relatedto taxation matters), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE (GM)FTS-1835 dated 22-05-2018, 04.07.2018 and 11.07.2018; and DPE-GM-056i0003/2019-FTSA-10937 dated 20.02.2020 and as amended from time to time.

c. In All Other Cases

i. In all other cases, any dispute submitted by a party to Arbitration shall be heard by an Arbitration Panel composed of three Arbitrators, in accordance with the provisions set forth below.

ii. The owner and the supplier shall each appoint one Arbitrator, and these two Arbitrators shall jointlyappoint a third Arbitrator, who shall chair the Arbitration Panel. If the two Arbitrators do not succeedin 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 appointthe 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 therules 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 claimsof 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 begoverned 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 inrespect 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 Maincontract for 120 days thereafter.

101. Jurisdiction

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

ii. Mutual Consultation

If any dispute of any kind whatsoever shall arise between the owner and the supplier in connectionwith or arising out of the Contract, including without prejudice to the generality of the foregoing, anyquestion 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 differenceby mutual consultation, then the dispute may be settled through Arbitration / other remedies available under the applicable laws.

[J] SAFETY CODES

102. General

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

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

103. Safety Regulations

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

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

104. First Aid and Industrial Injuries

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

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

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

105. General Rules

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

106. Contractor's Barricades

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

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

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

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

107. Working at Height

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

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

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

iv) While working at the substation and for construction of transmission line Towers and their subsequent maintenance, experienced manpower should be deployed with appropriate protection Equipments, such as insulating gloves, fall arrestor etc.

108. Excavation and Trenching

108.1 All trenches 1.5 Meters or more in depth, shall at all times be supplied with at least one ladder for each 50 Meters length or fraction thereof. Ladder shall be extended from bottom of the trenches to at least 1 meter above the surface of the ground. The sides of the trenches which are 1.5 Meters in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 Meters of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under-cutting shall be done.

109. Demolition/ General Safety

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

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

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

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

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

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

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

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

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

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

f) The CONTRACTOR shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.

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

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

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

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

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

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

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

e) As regards Contractor's machines, the Contractor shall notify the safe working load of the

machine to the Engineer-in-Charge/Project Manager whenever he brings any machinery to Site of Work and get it verified by the Engineer concerned.

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

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

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

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

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

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

110. Care in Handling Inflammable Gas

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

111. Temporary Combustible Structures

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

112. Precautions against Fire

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

113. Explosives

113.1 Explosives shall not be stored or used on the Work or on the Site by the Contractor without the

permission of the Engineer-in-Charge/Project Manager in writing and then only in the manner and to the extent to which such permission is given. When explosives are required for the Work they will be stored in a special magazine to be provided at the cost of the Contractor in accordance with the Explosives Rules. The Contractor shall obtain the necessary license for the storage and the use of explosives and all operations in which or for which explosives are employed shall be at sole risk and responsibility of the Contractor and the Contractor shall indemnify the Employer/Owner against any loss or damage resulting directly or indirectly therefrom. Only licensed persons shall be engaged for handling and working with explosives.

114. Preservation of Place

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

115. Outbreak of Infectious Diseases

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

116. Use of Intoxicants

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

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

[K] MISCELLANEOUS

117. Preference to Make in India

To encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India, issued Public Procurement (Preference to Make in India), Order 2017. The order is issued pursuant to Rule 153 (iii) of GFR, 2017. The Order is applicable on the procurement of Goods, Works and Services. In procurement of all goods, services or works in respect of which the MNRE has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value. Only 'Class-I local supplier' and 'Class-II local supplier', shall be eligible to bid in procurements, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers. In procurement of all goods, services or works, not covered above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as

designated by Department of Expenditure.

118. Custom Duty on Imported Goods

On imported goods, the tenderers shall also specify separately the total amount of custom duty included in the quoted price. The tenderers should also indicate correctly the rate of custom duty applicable for the goods in question and the corresponding Indian customs tariff number. Where customs duty is payable, the contract should clearly stipulate the quantum of duty payable, and so on, in unambiguous terms. The standard clauses to be utilised for this purpose are to be incorporated in the tender enquiry documents. Any import of materials directly from the supplier or manufacturer should be in the name of Procuring Entity. In this regard, all formalities will be completed by Procuring Entity engaging a Custom House Agent (CHA) and payment in this regard will be borne by Procuring Entity.

The Government has allowed exemption from payment of customs duty on certain types of goods for use by the following organisations:

i) Scientific and technical instruments imported by research institutes;
ii) Hospital equipment imported by Government hospitals; and
iii) Consumable goods imported by a public-funded research institution or a university.
iv) Multilateral Funded Projects Ex World Bank Projects.

SECTION - V

SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
1.	Definitions (GCC clause 1)	**The Employer/Owner is:** **Solar Energy Corporation of India Limited,** 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India
2.		**The Engineer-in-Charge**: "**Shall be intimated to the successful bidder"**
3.		**The Time for Commissioning for the cumulative capacity of 45.6 MW Wind Power Project at Ramagiri, Sri Sathya Sai District, Andhra Pradesh, along with other associated equipment as per this tender document in total shall be 14 (Fourteen) Months from the Date of the signing of Contract Agreement or as mentioned in Notification of Award.** Further Contractor is also to provide Comprehensive operation & maintenance of Wind Power Project for a period of 10 (ten) years as mentioned in detailed scope of work from the date of commissioning or Operational Acceptance, whichever is later, as detailed in technical specification. The Comprehensive operation & maintenance of the entire plant for the period of Commissioning till Operation Acceptance will also be under the scope of Contractor.

SCC No.	Stage	Reference from D
3.1	Signing of Contract Agreement or as mentioned in Notification of Award	Zero Date (D)
3.2	Date of successful commissioning	**D + 14 Months**
	The contractor shall submit the L2/L3 schedule for the project clearly indicating the timelines for submission and approval of drawings, procurement, and transportation of materials to site(s), their installation at site(s), commissioning, PR test etc.	

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
4	Location of Site (GCC clause 2.1.a)	**Add following to the existing clause regarding the Site Visit:**

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
		1. The proposed Wind Power Project is to set up across Ramagiri & Muthukavuanthla villages in Sri Sathya Sai District, Andhra Pradesh . 2. Prospective Bidders are advised to visit the site(S) of all proposed WTGs to study the actual conditions and go through the plans/ drawings connected to the present scope of work including power evacuation system, including conditions, availability of water etc. and get acquainted with the same before attending Pre-bid meeting. 3. The Bidder at the Bidder's own responsibility, cost and risk shall inspect and examine the site(s) and its surrounding, and shall satisfy themselves fully before submitting bids as to the form and nature of the site(s), the geological conditions decisive for the success of the project, the means of access to the site(s), the loading and unloading facilities etc. In general, the Bidders shall themselves obtain all necessary information as to risks, contingencies, and other circumstances susceptible to influence or affect their bids. 4. Although certain information is provided in Scope of work of this tender document, it should be checked by the Bidders, any neglect or failure to obtain or confirm such information will not relieve the Bidders from any liability or responsibilities to carry out the works according to the contract. SECI will assist the Bidders in obtaining the data required but will not assume responsibility either for the data obtained or for their completeness. 5. Bidders shall acquaint themselves on their own responsibility with laws and regulations in India under which the work is to be performed including those which may influence, in general or in detail, design, supply, transportation, erection, operation of the equipment and requirement of manpower. Any failure or neglect to do so will not absolve the potential Contractor from his contractual obligation. 6. It is specially emphasized that it shall be the responsibility of the Bidders to have themselves familiarized with the prevailing conditions and that no claim relating thereto for additional payment or adjustment of a Contract price will be acceptable after the submission of their Bid. 7. It shall be deemed that the tenderer has visited the site(s)/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he visits the site(s)/area or not and has taken all the factors into account while quoting his rates. 8. Prospective Bidders are advised to carefully read the Tender documents along with Annexures, understand them in the proper perspective and then fill the Technical Bid Format, Commercial Bid Format and Price Bid Format (SOR).

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
		9. Cutting of trees, bushes and vegetation from site(s) (including permission from local authorities) and disposal thereof. The site(s) should be maintained in vegetation free conditions during erection stage (at any point of time) i.e., up to start of O&M Contract.
5	Construction Water Supply (GCC clause 2.3)	**Add following to the existing clause:** The Contractor shall make own arrangements at his cost from the nearest supply source as per Owner terms and conditions, If Owner providing the water supply for construction & O&M activity. Construction water shall be chargeable as per the prevailing rate at respective site(s) of the Owner.
6	Construction Power Supply (GCC clause 2.4)	**Add following to the existing clause:** The Contractor shall make own arrangements at his cost from the nearest supply source as per Owner terms and conditions, If Owner providing the Power supply for construction activity. Construction Power shall be chargeable as per the prevailing rate at respective site(s) of the Owner.
7	Land for Contractor's Field Office, Godown and Workshop (GCC clause 2.5)	**Add following to the existing clause:** The contractor shall make own arrangement at his cost for the duration of the execution of the work near the site(s) as per SECI terms and conditions for construction of Contractor's Temporary Field Office, godowns, workshops and assembly yard required for the execution of the Contract.
8	Land for Residential Accommodation (GCC clause 2.6)	**Replace the existing clause by following:** Contractor has to arrange accommodation for their staff/labour. However, subject to availability, Employer/Owner may provide land for temporary construction or quarters or guest house on chargeable basis, as per the company rules. The Employer/Owner shall not, however, guarantee the provision of land/accommodation.
9	Liquidated Damages (LD) (GCC clause 20.1)	**Replace the existing clause by following:** Subject to Force Majeure Clause, if the Contractor fails to comply with the Time for Completion /successful commissioning or any extension thereof of Plant facilities in accordance with timelines as mentioned under the SCC, then the Contractor shall pay to the Owner a sum equivalent to half percent (0.5%) per week of the commissioned part of the facilities, that's the proportionate uncommissioned contract price which would be derived from the proportionate value of the awarded contract price, as liquidated damages for such default and not as a penalty, without prejudice to maximum limit of five percent (05%) of the uncommissioned contract price. Further, Subject to Force Majeure Clause, any delay in the time for Completion /successful commissioning or any extension

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
		thereof plus 2.5 months additional time period (As 05% to 5% would attract additional time period of 10 weeks/2.5 months) of Plant facilities in accordance with timelines as mentioned under the SCC, and post the application of such half percent (0.5%) per week to the maximum limit of five percent (05%) of uncommissioned contract price, the liquidated Damages would be calculated @ of the maximum limit of five percent (05%) of the total contract price. Hence, in this situation, any delay beyond the commissioning timelines or any extension granted thereof plus 10 weeks/2.5 months additional period, the liquidated damages would be calculated on the total contract price @ 5%. **Illustration:** CP = Contract Price/Awarded price (Supply + Services + Absolute value of O&M including GST) LD = Liquidated Damages Time of commissioning = 14 Months So, LD from Commissioning till 10 weeks/2.5 months = 0.5%-5% on the proportionate uncommissioned contract price. And LD after the completion of such commissioning+ 10 weeks/2.5 months additional period= 5% on the Total Contract price. 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 Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract. Owner may consider the termination of contract and/or shall have the discretion of getting executed the work from the Contractor once the maximum limit of LD is reached. Any such recovery on account of the Liquidated damages can be done from the running bills of the Contractor by Owner.
10	Contract Performance Security (GCC clause 24)	**Replace the existing clause by following:** Within 30 (Thirty) days from the issuance of the Contract Agreement or as mentioned in Notification of Award, 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 24.4 below, in the manner as mentioned below. 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 Ltd**". The Contract Performance Security against this Contract needs to be furnished as mentioned below: 1. **First Stage (Supply and Services):** The value of the Contract Performance Security shall be **10% (Ten percent) of the**

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
		Contract Value (i.e., total sum of the Supply & Service Contract). This Performance security will be valid for a total period of **17 Months** (14 Months Project commissioning period + 03 Months additional) from the date of its issuance. In case of extension of the Operational Acceptance, the validity of the Performance Security will be extended suitably. **Second Stage (O&M):** The value of the Contract Performance Security shall be **5% (Five percent) of the Contract Value** (i.e., total sum of the Supply & Service Contract). Starting from the Operational Acceptance of the Plant Facilities, valid till the end of 10th year of the O&M period. Contractor needs to furnish the revised Contract Performance Security in the Second Stage amounting to 5% of the Contract Value as mentioned above within the validity period of the Contract Performance Security submitted at First Stage. The contractor also has the option of the reduction of the Performance Security submitted at the First stage @ 10% to 5%, which is required to be submitted at Second Stage, within the validity period of the Contract Performance Security submitted at First Stage. In case of extension of Operational Acceptance, the validity of the Performance Security will be extended suitably. Envisaging the difficulty in obtaining the longer tenure of CPS in the form of BG, the successful bidder can submit Contract Performance Security in the form of Bank Guarantee with initial validity period of 36 Months and the same may be extended for the balance period or further 36 months, within 60 days of expiry of the original CPS. 2. The Contract Performance Security shall be towards faithful performance of the contractual obligations and performance of equipment. 3. The Contractor shall furnish the Contract Performance Security from an Indian branch of a Scheduled Commercial Bank as listed on the website of Reserve Bank of India, as applicable on the date of issuance of bank guarantee. 4. In case of any default or failure of the Contractor to comply with the requirements of any of the Obligations covered under this Tender Document and/ or Contract Agreement 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. 5. The Contract Performance Security has to cover the entire contract value including extra supplies/ services also. As long as the Contract Performance Security submitted at the time of award takes care of the extra supplies/ services executed and total executed value are within the awarded contract price, there is no need for additional Contract Performance Security. As soon as the total executed value exceeds the ceiling of awarded contract price by more than 0.5%, the Contractor shall furnish

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
		additional Contract Performance Security on proportionate basis of the percentage as defined in the Special Conditions of Contract (SCC) for the additional amount in excess to the original contract value. 6. Further, any delay beyond 30 (Thirty) days shall attract delay charges @ 1.25% per month on the total Contract Performance Security amount, calculated on pro-rata basis accordingly. However, total project completion period shall remain same. Part Security shall not be accepted. Further, Owner at its sole discretion may cancel the Contract Agreement & forfeit 100% of EMD inclusive of GST, in case Contract Performance Security is not submitted within 45 (Forty-Five) days from issuance of CA. 7. If the Contractor/sub-Contractor or their employees or the Contractor's agents and representatives shall damage, break, deface or destroy any property belonging to the Owner or others during the execution of the Contract, the same shall be made good by the Contractor at his own expenses and in default thereof, the Engineer-in-Charge may cause the same to be made good by other agencies and recover expenses from the Supplier (for which the certificate of the Engineer-in-Charge shall be final). 8. All compensation or other sums of money payable by the Contractor to the Owner under terms of this Contract may be deducted from or paid by the encashment of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the Contractor by the Owner of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the Contractor shall within 10 (Ten) days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realized by encashment of his Contract Performance Security, or any part thereof. No interest shall be payable by the Owner for sum deposited as Contract Performance Security. 9. Contract Performance Security submitted shall be released to the Contractor without any interest not later than 75 (Seventy-Five) days after the successful completion of the complete O&M period (10 Years) subject to the approval and acceptance of the O&M period deliverables. **10. Payment on Order Instrument (POI) against PBG:** As an alternative to submission of PBG as above, the successful bidder also has an option to submit a letter of undertaking issued by either of the following two organizations, viz. (i) Power Finance Corporation Limited or (ii) REC Limited. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by SECI within the

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
		provisions of tender. This instrument would have to be furnished as per Format 28 of the tender document, within the timelines, for the amount and validity period as per clause above. In case the successful bidder chooses to submit POI, delay in submission of the POI beyond the timeline stipulated above, will be applicable in this case too. The term "Performance Bank Guarantee (PBG)" occurring in the entire tender document shall be read as "e-PBG/Performance Bank Guarantee" (PBG)/Payment on Order Instrument (POI)". PBG will also be acceptable in the form of Surety Bond from an Insurer as per the guidelines issued by the Insurance Regulatory and Development Authority of India (IRDAI) strictly as per the Format – 32. All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/Supplier. Any Bank Guarantee or amendment to be submitted as part of the bidding process / contract execution, shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to **IDFC First Bank IFSC: IDFB0020101, Client Name: Solar Energy Corporation of India Ltd.** and a confirmation in this regard is received by SECI**". Message Type: IFN760COV** is to be used by the issuing bank.
11	Materials to be supplied by Contractor (GCC clause 58.4 and 58.5)	**Replace the existing clause by following:** 58.4 **Storage of Equipment** The plant and equipment thus procured under the scope of the contract must be kept in safe custody till put under operation, essentially free from water contact. All the spares, as required for the trouble-free comprehensive O&M of Plant, must be kept under secure storage during O&M period. Contractor has to ensure the appropriate and proper storage arrangement prior to the arrival of the equipment including containers, temporary structures, sheds, platforms etc. at its own cost. The Contractor shall procure and provide within the Value of Contract the whole of the materials required for the construction including steels, cement and other building materials, tools, tackles, construction plant and equipment for the completion and maintenance of the Work except the materials which will be issued by the Owner (if any) and shall make his own arrangement for procuring such materials and for the transport thereof. The Owner may give necessary recommendations to the respective authority if so desired by the Contractor 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.

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
		58.5 The Contractor shall properly store all materials brought by him to the Site(s) to prevent damages due to rain, wind, direct exposure to sun, etc. as also from theft, pilferage, etc. for proper and speedy execution of his works. The Contractor shall maintain sufficient stocks of all materials required by him including commissioning spares.
14	**Training** (GCC clause 76.6)	**Add following to the existing clause:** The contractor shall provide training (free of cost) to the personnel of SECI/Nominated person of SECI for **50 (Fifty) man-days** at his works/or at the mutually agreed designated place/ or at site for erection, testing, commissioning and O&M of the Project. Expenses towards travel, lodging, and boarding for the personnel shall be borne by SECI. Such training may include Classroom & hands on experience etc as mutually agreed.
15	Schedule of Rates & Payments (GCC clause 80.1)	**Add following to the existing clause:** All payment shall be made against invoices raised in line with the approved billing. All payment shall be made against invoices raised in line with the approved billing break up under individual heads of Supply, Services and Civil works. Following general payment terms will be followed which will be payable after complying the provision of ALMM (Wind) clause only. A. The payment for the **Supply Portion of the First Contract (Supply Contract)** shall be made as per the following terms and conditions: i) Interest free initial advance (**OPTIONAL) of 10%** of the Contract Value (i.e., total sum of all the Supply Contract) shall be released to the contractor upon receipt of unconditional acceptance of CA, detailed Performa invoice of contractor and against submission of unconditional & irrevocable Advance Bank Guarantee (ABG, Format 33) with a validity period up to date of final commissioning total amounting to 110% of total advance amount. The ABG needs to be submitted in addition to the Contract Performance Security. ii) **Fifty (50%**) payments shall be paid against dispatch of Material from Manufacturer's work 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, Manufacturer's/ Contractor's Guarantee certificate of Quality and MDCC (Material Dispatch Clearance Certificate) issued by Employer's authorized representative in original. iii) **Twenty (20%)** payments shall be paid on Pro rata basis against supply, receipt and acceptance of Materials at site on submission of documents (except Advance Bank Guarantee) indicated under clause i) above, Contractor's detailed invoice & packing list identifying contents of each shipment, evidence of dispatch (GR/ LR copy), Manufacturer's/ Contractor's Guarantee certificate of Quality,

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
		submission of the certificate by the Executing Agency's authorized representative that the item(s) have been received and MDCC (Material Dispatch Clearance Certificate) issued by Employer's authorized representative in original * In case the Interest free initial advance (OPTIONAL) of 10% of the Contract Value is not availed by the contractor, then this 10% payment amount will be payable along with the point No A iii) payment milestone against supply, receipt and acceptance of Materials at site. * In case the interest free advance is availed by the Contractor and no progress/work is executed at site(s) till the commissioning period or if the contract is terminated due to default of contractor as mentioned under the Contract/tender, thereby not adjusting the advance amount timely, the entire advance amount will be recovered from the Contractor along with one-year SBI MCLR rate.The advance bank guarantee may be reduced in proportion to the value of the 10% advance payment adjusted against plant and equipment delivered to the site, as evidenced by shipping and delivery documents (iv) **Ten percent (10%)** payments shall be paid against successful erection, testing and commissioning of materials on pro rata basis at site. (v) **Final Ten percent (10%)** payment of Supplies shall be paid against submission of the BG of the equivalent amount & against the Operational Acceptance of the plant Facility pursuant to successful O&M Target Generation Test including submission of all as-built drawings and O&M manual. This BG shall be valid for a period of 18 (Eighteen) months from the date of its issuance & will be released after target generation demonstration on completion of first year of O&M, pursuant to the submission of all requisite documentation up to the final acceptance of the Plant facilities. However, in case of any delay, the BG shall be extended suitably. B. The payment for **the Service Portion of the First Contract (Services Contract)** shall be made as per the following terms and conditions. No Initial Advance Payment shall be made against the Service Portion Part. i) For Freight and Insurance Portion, the payment shall be made in line with Supply Portion of the First Contract, as described in point A (ii) of this clause, without releasing any initial advance. The complete payment of the freight will be done along with the respective deliveries of the supply portion at site. ii) For Erection, Testing and Commissioning Portion, the payment shall be made as detailed below: - (a) **Eighty-five Percent (85%)** of the total price of Design, Engineering, Erection, Testing and Commissioning shall be paid on pro-rata basis on completion of installation of equipment on certification by the Engineer-In-Charge/ Project Manager for the

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
		quantum of work completed after successful clearance of quality check points involved in the quantum of work billed. (b) **Ten Percent (10%)** of the total price of Design, Engineering, Erection, Testing and Commissioning shall be paid against successful commissioning of the plant on pro rata basis for the capacity commissioned. (c) **Final five percent (5%)** payment of Services shall be paid against submission of the BG of the equivalent amount & against the Operational Acceptance of the plant Facility pursuant to successful O&M Target Generation Test including submission of all as-built drawings and O&M manual. This BG shall be valid for a period of 18 (Eighteen) months from the date of its issuance & will be released after target generation demonstration on completion of first year of O&M, pursuant to the submission of all requisite documentation up to the final acceptance of the Plant facilities. However, in case of any delay, the BG shall be extended suitably. iii) For **Civil & Allied works portion**, of the First contract, the payment shall be made as detailed below: (a) **Eighty-five Percent (85%)** of the total price of Civil Works shall be paid progressively on certification by the Project Manager/ Engineer In - Charge for the quantum of work completed/ Milestones achieved after successful clearance of quality check points involved in the quantum of work. (b) **Ten Percent (10%)** of the total price of Civil Works shall be paid against successful commissioning of the plant on pro rata basis for the capacity commissioned. (c) **Final five percent (5%)** payment of Civil Works shall be paid against submission of the BG of the equivalent amount & against the Operational Acceptance of the plant Facility pursuant to successful O&M Target Generation Test including submission of all as-built drawings and O&M manual. This BG shall be valid for a period of 18 (Eighteen) months from the date of its issuance & will be released after target generation demonstration on completion of first year of O&M, pursuant to the submission of all requisite documentation up to the final acceptance of the Plant facilities. However, in case of any delay, the BG shall be extended suitably. C. For the **Second Contract (Operation & Maintenance Part)**, the payment shall be made as detailed below: - (a) Operation and Maintenance of the entire Project payment will be released on quarterly basis at the end of every quarter each year till 10 (Ten) years. i. Year 1 : OM -1 ii. Year 2 : OM -2 iii. Year 3 : OM -3 iv. Year 4 : OM -4

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
		v. Year 5 : OM -5 vi. Year 6 : OM -6 vii. Year 7 : OM -7 viii. Year 8 : OM -8 ix. Year 9 : OM -9 x. Year 10: OM -10 In case of any default, Non-Performance or breach of contractual conditions of the O&M contract during the O&M period, the penalties/deductions, if applicable will be liable to be deducted from the Quarterly O&M payments first & then from the Contract Performance Security. D. The required ESI/PF Challans/any other mandatory compliance will also be provided by the Contractor during any of the Service (Services + O&M) related payments. E. All the payment shall be released from Owner's Head Office upon submission of Original Documents like MDCC, delivery challan, warranty certificate, LR, WCC, MRN/GRN, commissioning certificate, handing over certificate, Insurance, PF, ESI, etc. as required and mentioned against each Milestone payment, duly certified by the authorized representative of the Employer/Owner.
16	**Arbitration** (GCC clause 100)	**<u>Add following to the existing clause:</u>** Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the India International Arbitration Centre ("IIAC") in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations ("IIAC Regulations") for the time being in force, which regulations are deemed to be incorporated by reference in this clause. The place/seat of the arbitration shall be [New Delhi, India]. * * If a place/seat other than New Delhi is chosen, please replace [New Delhi, India] with the city and country of choice (e.g., [City, Country]. The Tribunal shall consist of _____** arbitrator(s). **State an odd number. Either state one, or state three. The law governing the arbitration agreement shall be [Indian Law]. The language of the arbitration shall be [English]. APPLICABLE LAW The governing law of the Contract shall be [Indian Law].
17	**Periodic Review of Contract**	The Project Manager/ Project Engineer reserves the discretion to conduct a periodic review of the performance of the Contract (once in a 06 months) for the services being rendered by the Contractor.

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
	(GCC clause 119)	Suitable improvement in performance/ deliverables as suggested by the Project Manager/ Project Engineer will be incorporated/ improved upon by the contractor accordingly. Project Manager/ Project Engineer will also maintain such review record for any future references. Owner reserves the right to terminate the contract in line with the termination clause, in case the feedback of the Contractor, its services or the discipline so expected is not found satisfactory during the performance of the contract.

SECTION - VI

SAMPLE FORMS

&

FORMATS

Preamble

This Section (Section - VI) of the Bidding Documents [named as Sample Forms and Formats (SFF)] 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 EMPLOYER, pursuant to the provisions in the instructions to Bidders.

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

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

LIST OF FORMS & FORMAT	
Form No.	**Description**
F-0	COVERING LETTER
F-1	BIDDER'S GENERAL INFORMATION
F-4A	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT (EMD)"
F-5	PROFORMA OF "BANK GUARANTEE" FOR "PERFORMANCE BANK GUARANTEE (PBG)"
F-6	NO DEVIATION CONFIRMATION
F-7	DECLARATION REGARDING BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.
F-12	DECLATION ON LOCAL CONTENT
F-13	BIDDER'S EXPERIENCE
F-16	FORMAT OF CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-17	FORMAT FOR JOINT VENTURE AGREEMENT
F-17A	FORMAT FOR POWER OF ATTORNEY FOR JOINT VENTURE AGREEMENT
F-18	FORMAT FOR CONSORTIUM AGREEMENT
F-18A	FORMAT FOR POWER OF ATTORNEY FOR CONSORTIUM AGREEMENT
F-19	E-BANKING FORMAT
F-23	SHAREHOLDING CERTIFICATE
F-24	POWER OF ATTORNEY FOR BIDDING COMPANY
F-25	FORMAT FOR CYBER SECURITY AGREEMENT
F-26	INTEGRITY PACT FORMAT
F-27	FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY REC/PFC (IN LIEU OF BG TOWARDS EMD)
F-28	FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY REC/PFC (IN LIEU OF BG TOWARDS PBG)
F-29	FORMAT FOR UNDERTAKING REGARDING CONFIRMATION ON INSPECTION OF MODULE UNDER CONTRACTOR SCOPE **(Not Applicable)**
F-30	Form of Undertaking by the Bidder and the Firm

F-31	Format for Surety Bond towards EMD
F-32	Format for Surety Bond towards PBG
F-33	Proforma for Bank Guarantee for Advance Payment
F-34	Format for “Restriction on procurement from certain countries”

Form F-0

COVERING LETTER

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

Ref.No. _____ Date: _____

From: _____ *(Insert name and address of Bidding Company*)
_____
_____
Tel.#:
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 "Design, Engineering, Supply, Construction, Erection, Testing, Commissioning and Maintenance of 45.6 MW ISTS Connected Wind Power Project at Ramagiri, Sri Sathya Sai District, Andhra Pradesh (Package 2:Wind) "

Dear Sir / Madam,

1. We, the undersigned…… [insert name of the 'Bidder'] having read, examined and understood in detail the tender Document for Bid for *"Design, Engineering, Supply, Construction, Erection, Testing, Commissioning and Maintenance of 45.6 MW ISTS Connected Wind Power Project at Ramagiri, Sri Sathya Sai District, Andhra Pradesh (Package 2:Wind) "* 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 that we execute such tender documents as per the provisions of the tender and provisions of such tender documents shall be binding on us.

3. **Bid Capacity**

We have bid for the Total capacity of 45.6 MW (AC) (Package 2: Wind) under Route __ as per the laid down Technical Eligibility Conditions.

4. **Bid Processing Fees**

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

5. **Earnest Money Deposit**

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

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

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

8. Acceptance

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

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

9. Familiarity with Relevant Indian Laws & Regulations

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

10. Contact Person

Details of the contact person are furnished as under:

Name : ……

Designation : ……...

Company : ……

Address : …….

Phone Nos. : …….

E-mail address : …….

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

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

Dated the_____day of_____, 20….

Thanking you,

We remain,

Yours faithfully

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

Form F-1

BIDDER'S GENERAL INFORMATION

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

Sr. No.	Description	Remarks
1	Name of the Bidder *(Incase of JV/ Consortium, name of all the members to be indicated and lead member to be identified)*	
2	Status of the Firm	
3	Mailing Address of Registered Office	
4	Mailing Address of Operation Office	
5	E-mail	
6	Web site	
7	Authorized Contact Person(s) with Name, Designation, Address and Mobile Phone No., E-mail address / Fax No. to whom all references shall be made	
8	Year of Incorporation	
9	Number of Years in Operation	
10	ISO Certifiation Yes/No	
11	Name of the Banker	
12	Branch Details of Bank	
13	Type of Account with Account Number	
14	IFSC Code	
15	Permanent Account Number (PAN) of the Bidder	*(Copy of PAN Card to be enclosed)*
16	Whether the Vendor is registered/ Likely to be registered under GST	Yes or No : If Yes, then customer will be treated as registered customer & he will have to provide further details as stated on the below

		left hand side
17	GST ID (Proof to be submitted – GST No acknowledgement OR Email from GoI)	
18	GSTN Address	
19	PF Registration Number with Details	*(Copy of Registration to be enclosed)*
20	ESI Registration Number with Details	*(Copy of Registration to be enclosed)*
21	Have the Bidder/ Company ever been debarred by any Govt. Dept./ Undertaking for undertaking any work	Yes/No *(If answer is YES, please provide details)*
22	Reference of any document information attached by the Bidder other than specified in the tender.	
23	Whether the Bidder wishes to form a Project Company for execution of work	Yes/No
24	Bidding company is listed in India	Yes/No
25	Whether company is MSME as on the bidding date	Yes/No

(Signature of Authorized Signatory)

With Stamp

Form F-4A

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.

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.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to IDFC First Bank and a confirmation in this regard is received by SECI.

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

Form F-5

FORMAT FOR CONTRACT PERFORMANCE BANK SECURITY

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

Reference: ……..

Bank Guarantee No.: .....…

Date: .....……..

In consideration of the _____ [Insert name of the Bidder] (hereinafter referred to as 'selected Contractor/ Service Provider') submitting the response to Tender inter alia for …… [Insert title of the Tender], dated…… issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the Tender of ……[Insert name of the Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Bid of the Contractor/ Service Provider and issuing GeM Order/ Notification of Award/ Contract Agreement No. _____ to _____ (Insert Name of selected Contractor/ Service Provider) as per terms of Tender and the same having been accepted by the selected Contractor/ Service Provider resulting in a contract to be entered into, for purchase of Work/Services [from selected Contractor/ Service Provider, M/s _____].

As per the terms of the Tender, 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 the SECI] forthwith on demand in writing from SECI or any Officer authorized by it in this behalf, any amount up to and not exceeding Indian Rupees _____ [Total Value] only, on behalf of M/s _____ [Insert name of the selected Contractor/ Service Provider]

This guarantee shall be valid and binding on this Bank up to and including ……. 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 INR _____ (Indian Rupees _____ only).

Our Guarantee shall remain in force until…… SECI shall be entitled to invoke this Guarantee till …….

The Guarantor Bank hereby agrees and acknowledges that 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 selected Contractor/ Service Provider as applicable] 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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at New 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 selected Contractor/ Service Provider, to make any claim against or any demand on the selected Contractor/ Service Provider or to give any notice to the selected Contractor/ Service Provider or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the selected Contractor/ Service Provider.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to IDFC First Bank and a confirmation in this regard is received by SECI.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to SECI and may be assigned, in whole or in part, (whether absolutely or by way of security) by SECI to any entity to whom SECI is entitled to assign its rights and obligations under the Contract.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ only) and it shall remain in force until ……. 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 and Address of the Bank] __

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Witness:

1. ……..

Signature

Name and Address

2. ……..

Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.

2. The Performance Bank Guarantee shall be executed by any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of Bank Guarantee.

Form F-6

NO DEVIATION CONFIRMATION

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

Ref.No. _____ Date: _____

From: _____ (*Insert name and address of Bidding Company*)
_____
_____
Tel.#:
Fax#:
E-mail address#

To

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

Sub: Bid for the "Design, Engineering, Supply, Construction, Erection, Testing, Commissioning and Maintenance of 45.6 MW ISTS Connected Wind Power Project at Ramagiri, Sri Sathya Sai District, Andhra Pradesh (Package 2:Wind)".

Dear Sir / Madam,

We understand that any 'deviation/ exception' in any form may result in rejection of bid. We, therefore, certify that we have not taken any 'exception/ deviation' anywhere in the bid and we agree that if any 'deviation/ exception' is mentioned or noticed, our bid may be rejected.

Place:
Date:

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

Form F-7

DECLARATION REGARDING BANNING, LIQUIDATION, COURT RECEIVERSHIP ETC.

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

Ref.No. _____ Date: _____

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

_____

_____

Tel.#:

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 "Design, Engineering, Supply, Construction, Erection, Testing, Commissioning and Maintenance of 45.6 MW ISTS Connected Wind Power Project at Ramagiri, Sri Sathya Sai District, Andhra Pradesh (Package 2:Wind)".

Dear Sir / Madam,

We hereby confirm that we are not on Banning List by EMPLOYER/ Owner or Public Sector Project Management Consultant due to "poor performance" or "corrupt and fraudulent practices" or any other reason or banned by Government department/ Public Sector on due date of submission of bid.

Further, we confirm that neither we nor our allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of EMPLOYER/ Owner orthe Ministry of New & Renewable Energy.

We also confirm that we are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.

In case it comes to the notice of EMPLOYER/ Owner that we have given wrong declaration in this regard,the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to EMPLOYER/ Owner by us.

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

Form F-12

DECLATION ON LOCAL CONTENT

(To be submitted on the Letter Head of the Statuary Auditor/Cost Auditor of the company (In case of companies)

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 "……."

Dear Sir / Madam,

I/ we have read the provisions of "**Preference to Make In India**" enclosed with the Bid Data Sheet. In terms of the requirement of the aforesaid provisions, I/ we hereby declare the following:

1. In order to avail **evaluation eligibility**, I/ we hereby declare that I/we are **supplying/ sourcing the following goods/ services as/ from Class-I Local Supplier**:

Sl. No.	**Description of Good and Services**	**Quantity/Weight**	**Details of the Location(s) at which Local Value Addition is made**
1	Gear Box		
2	Blades		
3	Rotor		
4	Generator		
5	Tower		
6	Hub		
7	Parts of Controller		
8	Bearings		
9	Yaw Mechanism Components		
10	Nacelle		
11	**Common items for Transmission, Distribution and Generation Sector** at Annexure-IA to Ministry of Power OM		

	No. A-1/2021 FSC-Part(5) dated 16.11.2021. The Minimum Local Content (%) as mentione**d under the aforementioned OM shall be complied. The contractor should comply with the requirement of Minimum Local Content for** individual items as listed in OM and should purchase these items only from Class-I Local Supplier.		

Note: In case of bids requiring supply of multiple items (say "X1", "X2" and "X3") by a single bidder, the local content in the bid shall be Local content = ((Sale price of "X1" - Value of imported content in "X1") + (Sale price of "X2" - Value of imported content in "X2") + (Sale price of "X3" - Value of imported content in "X3")) * 100/ (Sale price of "X1" + Sale price of "X2" + Sale price of "X3").

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

3. Further, I/ we hereby confirm the following:

Whether the bidder is presently debarred/ banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP-MII Order) dated 15.06.2017 issued by Department of Industrial Policy and Promotion (DIPP) and its subsequent revisions	Yes	
	No	

4. I/We agree to provide any information as proof of the above to your satisfaction as and when required.

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

Name: …….

Date: ……

Place: …….

Signature and stamp (on each page) of Statuary Auditor/Cost Auditor/ practicing cost accountant or practicing chartered accountant of Bidding Company.
Name: …….

Date: …….

Place: ……

Form F-13

BIDDER'S EXPERIENCE

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

Ref.No. _____ Date: _____

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

_____

_____

Tel.#:

Fax#:

E-mail address#

To

Solar Energy Corporation of India Limited

(A Government of India Enterprise)

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

Sub: Bid for "Design, Engineering, Supply, Construction, Erection, Testing, Commissioning and Maintenance of 45.6 MW ISTS Connected Wind Power Project at Ramagiri, Sri Sathya Sai District, Andhra Pradesh (Package 2:Wind)".

Dear Sir / Madam,

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

Place:
Date:

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

Form F-16

FORMAT OF CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

(To be submitted on the Letter Head of the Chartered Accountant)

Ref. No. _____ Date: _____

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

_____

_____

Tel.#:

E-mail address

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

Sub: Response to Tender No. _____ dated _____ for _____.

Dear Sir/ Madam,

We certify that the Bidding Company/Member in a Bidding JV/Consortium is meeting the financial eligibility requirements as per the provisions of the tender. Accordingly, the Bidder is fulfilling the Minimum Average Annual Turnover (MAAT) criteria, by demonstrating a MAAT of Rs…….. Cr. (…… in words) in the last three financial years.

This MAAT has been calculated in accordance with instructions provided in Qualifying Requirement section of the tender document.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the MAAT as per following details:

Name of Bidding Company	Name of entity whose MAAT is to be considered	Relationship with Bidding Company*	Last three Financial Year	Annual Turnover (in INR)
Company 1	**Self**	**Self**	FY 25-26	
			FY 24-25	
			FY 23-24	
Minimum Average Annual Turnover (Self)				

In case of Parent/ Holding/ Subsidiary/ Affiliate			FY 24-25	
			FY 23-24	
			FY 22-23	
Minimum Average Annual Turnover (Affiliate)				
Minimum Average Annual Turnover (Combined)				

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of either Parent/ Holding/ Subsidiary/ Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a Practicing Company Secretary/ Chartered Accountant is required to be attached with the format.*

Exhibit (ii): Applicable in case of Bidding JV/Consortium
(To be filled by each Member in a Bidding JV/Consortium separately)

Name of Member: [*Insert name of the Member*]
For the above calculations, we have considered the MAAT as per following details:

Name of Bidding Company	Name of entity whose MAAT is to be considered	Relationship with Bidding Company*	Last three Financial Year	Annual Turnover (in INR)
Company 1	**Self**	**Self**	FY 24-25	
			FY 23-24	
			FY 22-23	
Minimum Average Annual Turnover (Self)				
In case of Parent/ Holding/ Subsidiary/ affiliate			FY 24-25	
			FY 23-24	
			FY 22-23	
Minimum Average Annual Turnover (affiliate)				
Minimum Average Annual Turnover of Company 1				
Company 2			FY 24-25	
			FY 23-24	
			FY 22-23	
Minimum Average Annual Turnover (Self)				
In case of Parent/ Holding/ Subsidiary/ affiliate			FY 24-25	
			FY 23-24	
			FY 22-23	
Minimum Average Annual Turnover (affiliate)				

Minimum Average Annual Turnover of Company 2	

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of either Parent/ Holding/ Subsidiary/ Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a Practicing Company Secretary/ Chartered Accountant is required to be attached with the format.*

Further, we certify that the Bidding Company/ Member in the Bidding JV/Consortium, is fulfilling the Net-Worth Criteria, by demonstrating a Net-Worth of INR _____ (_____in words) as on the end of Financial Year 2024-25.

For the above calculations, we have considered the Net-worth as per following details:

Name of Bidding Company/ Member of JV/Consortium*	**Net-Worth (in INR)**
Self	
In case of Parent/ Holding/ Subsidiary/ affiliate	

**In case of Consortium, the Net Worth of each member of JV/consortium shall be written separately.*

Further, we certify that the Bidding Company/Member in the Bidding JV/Consortium is fulfilling the minimum Working Capital criteria as mentioned in the RfP, by demonstrating a Working Capital of INR _____(in words) as on the end of Financial Year 2024-25.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Working Capital as per following details:

Name of Bidding Company	**Name of entity whose Working Capital is to be considered**	**Relationship with Bidding Company***	**Working Capital (in INR)**
Company 1	Self	Self	
In case of Parent/ Holding/ Subsidiary/ affiliate			
Total			

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of either Parent/ Holding/ Subsidiary/ Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a Practicing Company Secretary/ Chartered Accountant is required to be attached with the format.*

Exhibit (ii): Applicable in case of Bidding JV/Consortium
(To be filled by each Member in a Bidding JV/Consortium separately)

Name of Member: [*Insert name of the Member*]

For the above calculations, we have considered Working Capital as per following details:

Name of Consortium Member Company	**Name of entity whose Working Capital is to be considered**	**Relationship with Bidding Company* (if any)**	**Working Capital (in INR)**
Company 1	Self	Self	
In case of Parent/ Holding/ Subsidiary/ affiliate			
Company 2	Self	Self	
In case of Parent/ Holding/ Subsidiary/ affiliate			
Total			

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of either Parent/ Holding/ Subsidiary/ Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a Practicing Company Secretary/ Chartered Accountant is required to be attached with the format.*

(Signature & Name of the Authorized Signatory)

(Signature and Stamp of CA)
Name of CA:
Membership No.

Regn. No. of the CA's Firm:
UDIN:

Date:

Note: (i) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth, Minimum Average Annual Turnover and Working Capital duly certified by the Chartered Accountant.

(ii) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow

Statements are to be enclosed in complete form along with all the Notes to Accounts.

(iii) In case of the Bidder choosing to meet the Working Capital criteria through an In-principle sanction letter, such document shall be separately submitted by the bidder as part of the bidder's Response to the tender.

Form F-17

FORMAT FOR JOINT VENTURE AGREEMENT

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

THIS JOINT DEED OF UNDERTAKING executed on this……. day of……. Two Thousand and……..... by …… a company incorporated under the laws of …… and having its Registered Office at .....(hereinafter called the "Party No.1" which expression shall include its successors & executors) and 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 along with 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 "EMPLOYER").

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

AND WHEREAS the EMPLOYER invited bids as per the above-mentioned Specification for the design, manufacture, supply, erection, testing and commissioning including O & M of Equipment/ Materials stipulated in the Tender Documents under …… *(insert name of the package alongwith project name)* ……

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

The above clause further states that this Undertaking shall be attached to the bid and the Contract Performance Security will be as per the format F-9 enclosed with the Tender Documents without any restrictions or liability for either party.

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

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

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

1. In requirement of the award of the Contract by the Owner/EMPLOYER to the Joint Venture Partners, we, the Parties do hereby undertake that M/s…… the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the Owner/EMPLOYER for the successful performance of the Contract and shall be fully responsible for the design, manufacture, supply and successful performance of the equipment in accordance with the Contract:

2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(ies) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.

3. Further, if the Owner/EMPLOYER suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(ies) of these presents undertake to promptly make good such loss or damages caused to the Owner/EMPLOYER, on its demand without any demur. It shall not be necessary or obligatory for the Owner/EMPLOYER to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(ies), the Owner/EMPLOYER can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/ obligations under the Contract to the Owner/EMPLOYER.

4. The financial liability of the Parties of this Deed of Undertaking to the Owner/EMPLOYER, with respect to any of the claims rising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.

5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix - I *(to be suitably appended by the Parties alongwith this Undertaking in its bid)* to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.

6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.

7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.

8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract Performance Security from a bank in favour of the Owner/EMPLOYER in the currency/ currencies of the Contract.

9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Owner/EMPLOYER discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

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

and year first mentioned above.

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

Name ……..

Designation …….

Signature …….

WITNESS :

I. ……

II. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature …….

WITNESS :

I. ……

II. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature …….

WITNESS :

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

(Signature of the authorized representative)

I. ……

II. ……

Note:

1. For the purpose of executing the Joint Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.

2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.

Form F-17A

FORMAT FOR POWER OF ATTORNEY FOR JOINT VENTURE AGREEMENT

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

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

i) To submit proposal and participate in the aforesaid Bid Specification of the EMPLOYER on behalf of the "Joint Venture".

ii) To negotiate with the EMPLOYER the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Owner/EMPLOYER for and on behalf of the "Joint Venture".

iii) To do any other act or submit any document related to the above.

iv) To receive, accept and execute the Contract for and on behalf of the "Joint Venture".

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

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

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

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

for and on behalf of the
Partners of Joint Venture

.....

.....

.....

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

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

WITNESS

1. Signature.....

   Name .....

   Designation .....

   Occupation .....

2. Signature.....

   Name .....

   Designation .....

   Occupation .....

Note:

1. For the purpose of executing the Agreement, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.

2. The Agreement shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.

Form F-18

FORMAT FOR CONSORTIUM AGREEMENT

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

THIS JOINT DEED OF UNDERTAKING executed on this……. day of……. Two Thousand and……..... by …… a company incorporated under the laws of …… and having its Registered Office at .....(hereinafter called the "Party No.1" which expression shall include its successors & executors) and 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 "EMPLOYER").

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

AND WHEREAS the EMPLOYER invited bids as per the above-mentioned Specification for the design, manufacture, supply, erection, testing and commissioning including O & M of Equipment/ Materials stipulated in the Tender Documents under …… *(insert name of the package along with project name)* ……

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

The above clause further states that this Undertaking shall be attached to the bid and the Contract Performance Security will be as per the format F-9 enclosed with the Tender Documents without any restrictions or liability for either party.

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

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

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

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

further declare and confirm that we the parties to the Consortium shall jointly and severally be bound unto the Owner/EMPLOYER for the successful performance of the Contract and shall be fully responsible for the design, manufacture, supply and successful performance of the equipment in accordance with the Contract:

2. In case of any breach or default of the said Contract by any of the parties to the Consortium, the party(ies) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.

3. Further, if the Owner/EMPLOYER suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(ies) of these presents undertake to promptly make good such loss or damages caused to the Owner/EMPLOYER, on its demand without any demur. It shall not be necessary or obligatory for the Owner/EMPLOYER to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(ies), the Owner/EMPLOYER can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/ obligations under the Contract to the Owner/EMPLOYER.

4. The financial liability of the Parties of this Deed of Undertaking to the Owner/EMPLOYER, with respect to any of the claims rising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.

5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix - I *(to be suitably appended by the Parties alongwith this Undertaking in its bid)* to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.

6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Consortium for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Consortium, other than the express provisions of the Contract.

7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.

8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract Performance Security from a bank in favour of the Owner/EMPLOYER in the currency/ currencies of the Contract.

9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Owner/EMPLOYER discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

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

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

Name ……..

Designation …….

Signature …….

WITNESS :

I. ……

II. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature …….

WITNESS :

I. ……

II. ……

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

(Signature of the authorized representative)

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

Name ……..

Designation …….

Signature …….

WITNESS :

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

(Signature of the authorized representative)

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-18A

FORMAT FOR POWER OF ATTORNEY OF CONSORTIUM AGREEMENT

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

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

i) To submit proposal and participate in the aforesaid Bid Specification of the EMPLOYER on behalf of the "Consortium".

ii) To negotiate with the Owner/EMPLOYER the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Owner/EMPLOYER for and on behalf of the "Consortium".

iii) To do any other act or submit any document related to the above.

iv) To receive, accept and execute the Contract for and on behalf of the "Consortium".

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

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

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

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

for and on behalf of the
Partners of Consortium

.....

.....

.....

The Common Seal of the above Partners of the Consortium:

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

WITNESS

1. Signature.....

   Name .....

   Designation .....

   Occupation .....

2. Signature.....

   Name .....

   Designation .....

   Occupation .....

Note:

1. For the purpose of executing the Agreement, the non-judicial stamp papers of appropriate value shall be purchased in the name of Consortium.

2. The Agreement shall be signed on all the pages by the authorized representatives of each of the partners and should invariably be witnessed.

Form F-19

e-BANKING FORMAT

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

1. 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)

Form F-23

SHAREHOLDING CERTIFICATE

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

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

Yours faithfully

(Signature and Stamp of Authorized Signatory of Bidder)

Name: …….

Date: …….

Place: …….

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

Form F-24

POWER OF ATTORNEY FOR BIDDING COMPANY

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

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

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

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

Signed by the within named

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

through the hand of

Mr. ……

duly authorized by the Board to issue such Power of Attorney

Dated this …… day of ……
Accepted

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

Attested
……
(Signature of the executant)
(Name, designation and address of the executant)

……
Signature and stamp of Notary of the place of execution

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

WITNESS

1. **……..**
(Signature)

Name……

Designation ……

2. **……..**
(Signature)

Name……

Designation ……

Notes:

The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

The person authorized under this Power of Attorney, in the case of the Bidding Company/ Lead Member being a public company, or a private company which is a subsidiary of a public company, in terms of the Companies Act, 1956, with a paid-up share capital of more than Indian Rupees Five Crores, should be the Managing Director/ Whole Time Director/ Manager appointed under section 269 of the Companies Act, 1956. In all other cases the person authorized should be a director duly authorized by a board resolution duly passed by the Company.

Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution/ power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s)

Form F-25

To be executed by the successful bidder and shall form part of the Contract Agreement.

This **Non-Disclosure Agreement** ("Agreement") is made effective on this……("Effective Date")

By and Between,

Solar Energy Corporation of India Limited, which expression includes its successors and assigns) having its Registered Office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, hereinafter referred as Disclosing Party / SECI.

And

……having its registered office at …… which expression includes successors and assigns, hereinafter referred as Receiving Party / Contractor.

Both collectively referred to as "Parties" and individually as "Party".

WHEREAS

A. SECI, Solar Energy Corporation of India Limited (SECI) is a CPSU under the administrative control of the Ministry of New and Renewable Energy (MNRE), set up on 20th Sept, 2011 to facilitate the implementation of JNNSM and achievement of targets set therein. It is the only CPSU dedicated to the Renewable 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 Renewable Energy and Energy Storage schemes. In addition, SECI is also developing its own Solar, Floating & Hybrid innovative RE Projects & is providing consultancy services to various major CPSUs for developing turnkey basis RE Projects. The company also has power trading license and is active in this domain through trading of Solar, Wind and Hybrid power from projects set up under the schemes being implemented by it.
B. The Contractor is engaged in ……..
C. SECI and Contractor are desirous of pursuing a mutually beneficial relationship through the execution of Contract awarded by SECI to the Contractor vide No…. Dated ……. The Contractor agrees that in the course of their association for executing the said Contract Agreement, there may be sharing of confidential information between them. Through this Agreement, both parties define the obligations with respect to the confidential information.
D. Contractor may receive from the other Party i.e. SECI certain technical, non-technical,financial, business and other proprietary and confidential information in relation to their respective businesses and contract specific tasks.
E. Due to various Information Security related risks associated with the execution of thecontract, SECI desires to mitigate the perceived risks and seeks to protect its physical and intellectual assets through defined agreements with the Contractor.

NOW THEREFORE, in consideration of the above premises the sufficiency of which is hereby acknowledged, the Contractor agrees as follows:

1. Confidential Information

"Confidential Information" shall mean any and all information disclosed to, or otherwise acquired or identified or observed by the Receiver including its subsidiaries and affiliates, and each of their respective directors, employees, representatives and agents from the Disclosing Party and its affiliated companies, relating to the business of the Disclosing Party, or received from others that the Disclosing Party is obligated to treat as confidential, and other materials and information of a confidential nature whether communicated in writing, orally, electronically, photographically, or recorded in any other form of media, including, but not limited to, all sales and operating information, contractor's information, employee and other human resource information, existing and potential business and marketing plans and strategies,financial information, cost and pricing information, data media, know-how, designs, specifications, technical configurations, concepts, reports, methods, processes, techniques, operations, devices, , product schematics or drawings, descriptive material, patent and patent applications, trade secrets, trademarks, trade names, specifications, software (source code or object code) and the like, whether or not the foregoing information is patented, tested, reducedto practice, or subject to copyright or any other intellectual property right.

"Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation drawings, schematics, written or printed documents, computer disks, tapes, and compact disks (CD), whether machine or user readable.

Notwithstanding the above, all Confidential Information shall be specifically marked as "CONFIDENTIAL" while disclosing the same to the Receiving Party. If the same is orally disclosed then the same to be reduced in writing and marked as "CONFIDENTIAL". Supplier, sub-contractor and other parties engaged by the Disclosing party shall have the same rights and obligations for the Confidential Information.

2. Obligations of Receiving Party relating to Information Security

Contractor agrees to conform to the following requirements:

a) All intelligent electronic devices (IEDs), including devices with embedded software, Automation servers Controllers, HMIs and associated network components wherein the datais routable (equipped with Ethernet/optical Ethernet, Serial/Optical Serial) must have capabilities to exceed or meet applicable technical requirements under IEEE-1686:2013 for satisfying IEC/ISO:62443-2-3, IEC/ISO:62443-2-4 and IEC/ISO:62443-3-3 requirements.

b) Contractor agrees to submit required evidences for conformance to IEC/ISO:15408 for identified network-based systems such as routers, firewalls, SIEMs etc.

c) Contractor agrees to provide IT architecture details such as Firmware details, Operating System, databases, middle-ware, application frameworks and related third-party drivers, software component libraries, including usage of virtualization/container technologies, of all devices qualifying under clause (a) above to facilitate vulnerability analysis of the device. SECI reserves the right to undertake appropriate black-box testing of any system, sub-system to

independently ascertain vulnerability of the product/solution.

d) Contractor agrees to enable use of Indian Regional Navigational Satellite Constellation (IRNSS) based Time Synchronization signals through appropriate use of GPS technologies thatsupport PTP (IEEE 1588) , if available commercially.
In case the same are not available commercially, Contractor may supply the GPS Clock as per their solution requirement. However, in case SECI supply the Indian Regional Navigational Satellite Constellation (IRNSS) based Time Synchronization signals through appropriate use of GPS technologies that support PTP (IEEE 1588) during this contract period (up to start of the Factory System Test), Contractor shall replace the existing Clock with the SECI supplied timing solution in the Control and Protection system, without any cost implication to SECI.

e) Contractor commits to ensure, its adherence to secure software development life-cycle processes as per IEC/ISO:24748-1 or a similar standard and commits itself for voluntary disclosure of vulnerabilities in the system. Contractor agrees to develop and provide patches, including those of the third-party software components, for the Contractor disclosed vulnerabilities and also for the vulnerabilities discovered/ reported by any third party organization. The Contractor agrees to ensure supply and installation of patches up to the defectliability period of the system.

f) For all software, operating system, software patches, version upgrades, firmware images etc authorized by the Contractor to be installed during the Life-Cycle of the project, the Contractor agrees to inform SECI through a digitally signed email, the **SHA-256** checksum ofall software components.

g) The Contractor agrees to provide a list of all equipment and processes where data encryption is used. All required details for Key Management shall be provided to SECI. SECI at its own cost, shall supply requisite digital certificates/keys for installation and configuration of such systems as may be required for securing its interest.

h) SECI shall provision Notebook PCs as per recommendations of the Contractor, which shall be only authorized device from which access to the network in use by SECI, shall be permitted for any preventive maintenance, update and configuration.

i) The Contractor agrees to sign an undertaking as per Annexure-A, for its commitment to ensure bug and malware-free software/ software patches/ embedded software/ firmware in systems such as PLC Cards/ Logic Cards/ other microprocessor based intelligent systems. The Contractor agrees to declare with each shipment, whether during initial supply stage or subsequent repairs, diagnostics or upgrades, that it shall be solely responsible for any Criminal and/ or Civil Liabilities arising from failures due to such malware/bug. The Contractorfurther agrees to send a digitally signed statement by email, detailing SHA-256 checksum ofall firmware/software components installed during any field/factory activity.

j) The Contractor agrees not to access through use of WiFi/ Bluetooth based networking to any device anywhere in the controlled network. All Bluetooth/ WiFi devices shall be disabled from associated firmware and Operating System in applicable devices of the controlled network.

k) The Contractor agrees to submit details of all devices equipped with Serial Ports (RS232C/RS485/USB etc including with Optical interface), Virtual Serial Ports and Serial over Ethernet. Only SECI permitted devices shall be attached to serial ports. The Contractor agrees to provide systems to log details of any serial devices connected during the operation of the equipment.

3. Protection of Confidential Information

a. Use

The Receiving Party understands and acknowledges that the Confidential Information has been developed or obtained by the Disclosing Party by the investment of significant time, effort and expense, and that Confidential Information is a valuable, special and unique asset of the Disclosing Party. Therefore, the Receiving Party agrees to hold in confidence and not to disclose the Confidential Information, to any person or entity without similar obligations agreed between the Receiving Party and such person or entity. The Receiving Party will use the same standard of care it would use to secure and safeguard its own confidential information of similar importance, but in no event less than reasonable care.

b. No copying.

The Receiving Party will not copy or modify any Confidential Information without the prior written consent of the Disclosing Party, except where such copy or modification is required for the purpose of the execution of the contract. Any permitted reproduction of confidential information must contain all confidential or proprietary legends which appear on the original. The Receiving Party shall immediately notify the Disclosing Party in the event of any loss or unauthorized disclosure or use of the confidential information.

c. Permitted disclosures.

The Receiving Party shall permit access to the Disclosing Party's confidential information solely to the Receiving Party's Representatives and contractors who (i) have a need to know such information; and (ii) have signed the specified confidentiality agreement / similar contract conditions in favour of Receiving Party

All staff of Receiving Party (on-roll or outsourced) shall be bound by the terms of this Agreement. The Contractor agrees to individually authorize each of the member of staff assigned with the project, binding them individually with the terms ~~of~~ similar to this Agreement during and also post-employment.

d. Additional obligations.

The Receiving Party shall

(i) notify the Disclosing Party promptly of any material unauthorized possession, use or knowledge, or attempt thereof, of the Disclosing Party's confidential information by any person or entity which may become known to the Receiving Party;

(ii) promptly furnish to the Disclosing Party full details of the unauthorized possession, use or knowledge, or attempt thereof;

(iii) use reasonable efforts to assist the Disclosing Party in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of confidential information;

(iv) use reasonable efforts to cooperate with the Disclosing Party in any litigation and / or investigation against third parties deemed necessary by the Disclosing Party toprotect its proprietary rights;

(v) promptly use all reasonable efforts to prevent a recurrence of any unauthorized possession, use or knowledge of confidential information;

(vi) comply with the directives of authorized agencies of Government of India, through appropriate technical configurations and custom modifications to achieve compliance as sought by them from time to time; and

(vii) extend its services as may be required, at least once annually, during the Information Security audits.

e. Unauthorized Disclosure of Information.

If it appears that the Receiving Party has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, the Disclosing Party shall be entitled to an injunction to restrain the Receiving Party from disclosing, in whole or in part,the Confidential Information. The Disclosing Party shall not be prohibited by this provision from pursuing other remedies, subject to suitable notice of the same to ReceivingParty and Receiving Party wilfully neglecting such notice or duties under the Agreement after such notice including a claim for losses and damages.

f. Exceptions

The following shall not be considered as Confidential Information:

(a) Any information that the Receiving Party can show by documentary evidence was in its possession prior to the disclosure to it hereunder; or

(b) Any information that comes into the possession of the Receiving Party's Representatives, from another party who is under no obligation to the other to maintain confidentiality of such information; or

(c) Any information that becomes generally known other than through the fault of the Receiving Party,

(d) Any particular portion of the Confidential Information which was developed by Receiving Party's Representatives independently of and without reference to any Confidential Information or other information that the Disclosing Party has disclosed in confidence to any third party.

(e) Information available in the public domain whether in tangible or intangible form.

(f) Information that is not proprietary or confidential to the Disclosing Party but an information received from third party not connected to the Project.

(g) Information that has not been marked by the Disclosing Party as "Confidential".

The burden of proving these exceptions to the provisions of this Agreement resides with the Receiving Party.

4. **Remote Support.** Remote Support shall be permitted only as per SECI ISO27001 Policy and Procedures. Further, remote support will only be permitted from within geographicalboundaries of India. SECI reserves the right to only permit the remote support with thepresence of SECI's authorized representative at the remote end.

5. **Compelled Disclosure.** In the event that Receiving Party or any of Receiving Party's Representatives is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar incidents) to discloseany of the Confidential Information to the authorities as per mandatory law, it is agreed that Receiving

Party or Receiving Party's Representatives, as the case may be, will provide Disclosing Party with prompt notice of such request(s) so that Disclosing Party may seek an appropriate protective order or other appropriate remedy and/or waive compliance with the confidentiality provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or Disclosing Party grants a waiver hereunder, Receiving Party or Receiving Party's Representatives may furnish that portion (and only that portion) of theConfidential Information which Receiving Party is legally compelled to disclose and willexercise reasonable efforts to obtain assurance that confidential treatment will be accorded any Confidential Information so furnished.

6. **Information Security Audit.** SECI reserves the right to undertake a second party / third party Information Security Audit at any point as may be required, to ascertain the risk/ vulnerability/ threats and the Contractor agrees to take necessary corrective measures in-situ or within a defined time frame, as the case may be.

7. **Term and Termination**

This Agreement shall be valid during the contractual period w.e.f. the date of signing of themain contract agreement.

8. **Return of Confidential Information.**

Upon the written request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all written materials / digital media containing the Confidential Information to the extent possible by the Receiving Party. The Receiving Party shall alsodeliver to the Disclosing Party written statements signed by the Receiving Party certifying that all materials have been returned within ~~five (5)~~ thirty (30) days of receiptof the request. Any unreturned Confidential Information shall be required to be maintained with similar confidentiality obligation for 10 years or as per applicable law, whichever is longer.

9. **Remedies.**

Receiving Party acknowledges that money damages may be incalculable and an insufficient remedy for any breach of this agreement by Receiving Party and that any such breach may cause Disclosing Party irreparable harm. Accordingly, Receiving Party also agrees that, in the event of any breach or threatened breach of this Agreement, Disclosing Party, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

10. **Relationship of Parties**

Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership or joint venture.

11. **No Grant of Proprietary Rights**

The Receiving Party recognizes and agrees that, except as expressly and specifically set forth in this agreement, nothing herein shall be construed as granting any proprietary right, by license, implication, estoppel or otherwise, to any of the Disclosing Party's, confidential information, trade mark, trade name or to any invention or any patent right that has issued or that may issue based on such confidential information. All information disclosed is provided "as is" without any warranties

of any kind.

12. Governing Law

This Agreement shall be governed by and interpreted in accordance with the Indian laws without regard to its conflict of law principles. In particular, the provisions of Information Technology Act 2000, and rules framed thereunder shall be applicable. Further the outline of system level requirements shall be in conformance to IS:16335-2015 standard. The applicable Information Security Policy shall be the ISO-27001:2013 policy and procedures of SECI as modified from time to time.

13. Jurisdiction and Venue. In connection with any litigation arising hereunder, Parties hereby

(i) irrevocably and unconditionally submit to the exclusive jurisdiction of courts in Delhi and

(ii) Further that disputes if any, shall be dealt with as per the provisions of the dispute settlement clause mentioned in the contract / General Conditions of Contract (GCC).

14. General Provisions.

(a) This Agreement sets forth the entire understanding of the Parties regarding confidentiality. Any amendments must be in writing and signed by both parties.

(b) This Agreement is intended to facilitate only the exchange of Confidential Information andis not intended to be, and shall not be construed to create a teaming agreement, joint venture association, partnership, or other business organization or agency arrangement and no Party shall have the authority to bind the other without the separate prior written agreement thereof.

(c) This Agreement contains the entire agreement and understanding between the Parties hereto relating to the subject matter hereof and supersedes all other prior agreements and understandings both written and oral, between the Parties with respect to the subject matter hereof. This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single Agreement between the Parties with the same effect as if all the signatures were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at …….. by theirduly authorized representatives as of the date first set forth above.

Solar Energy Corporation of India Limited

Signature: _____

Name:

Title

Signature: _____

Name :

Title :

Format 26

INTEGRITY PACT FORMAT

Signed copy of Integrity Pact is attached separately with the tender document

Format 27

FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY REC/PFC (IN LIEU OF BG TOWARDS EMD)

No. Date

SECI, Registered

_____,

_____

Reg: M/s _____(insert name of the Bidder) – Issuance of Payment on Order Instrument for an amount of Rs._____

Dear Sir,

1. It is to be noted that M/s _____ (*insert name of the POI issuing Agency*) **('REC/PFC')** has sanctioned a non-fund based limit loan of Rs. _____ (Rupees _____ only) to M/s _____ under the Loan Agreement executed on _____ to execute Renewable Energy Projects.

2. At the request of M/s _____, on behalf of _____ (insert name of the Bidder), this Payment on Order Instrument (POI) for an amount of Rs. _____ (Rupees_____(in words)). This Payment on Order Instrument comes into force immediately.

3. In consideration of the _____ [*Insert name of the Bidder*] (hereinafter referred to as 'Bidder') submitting the response to tender document for "***Design, Engineering, Supply, Construction, Erection, Testing, Commissioning and Maintenance of 45.6 MW ISTS Connected Wind Power Project at Ramagiri, Sri Sathya Sai District, Andhra Pradesh (Package 2:Wind)"*** have bid for the _____ capacity for the said tender in response to the Tender No. _____ dated _____ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the Tender of ……[*Insert the name of the Bidder*] as per the terms of the Tender, the _____ [*Insert name & address of PFC/REC*] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [*Insert Name of the Place from the address of SECI*] forthwith without demur on demand in writing from SECI or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees _____ [*Insert EMD amount as per the package capacity quoted in line with the tender document*], only, on behalf of M/s _____ [*Insert name of the Bidder*].

4. In consideration of the above facts, REC/PFC, having its registered office at _____, agrees to make payment for the sum of Rs. _____ lakhs (in words……) to SECI on the following conditions: -

(a) REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest upon receipt of request from SECI within the validity period of this letter as specified herein;

(b) The commitment of REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between REC/PFC or its constituents notwithstanding any dispute that may be raised by the against SECI;

(c) The liability of REC/PFC continues to be valid and binding on REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;

(d) The liability of REC/PFC shall continue to be valid and binding on REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (SECI and Bidding Party), subject to the however to the maximum extent of amount stated herein and REC/PFC is not liable to any interest or costs etc;

(e) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;

(f) REC/PFC agrees that it shall not require any proof in addition to the written demand by SECI made in any format within the validity period. REC/PFC shall not require SECI to justify the invocation of the POI against the bidder, to make any claim against or any demand against the bidder or to give any notice to the bidder;

(g) The POI shall be the primary obligation of REC/PFC and SECI shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the bidder;

(h) Neither SECI is required to justify the invocation of this POI nor shall REC/PFC have any recourse against SECI in respect of the payment made under letter of

undertaking;

5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid upto _____ and REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs. …….. and REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and REC's/PFC's liability in no case will exceed more than the above amount stipulated. SECI shall be entitled to invoke this POI till _____ [Insert a date which is at least 30 days beyond the expiry of the validity period].

6. In pursuance of the above, REC/PFC and SECI have signed an Umbrella Agreement dated ____ setting out the terms and conditions for issue of letter of undertaking by REC/PFC to SECI and the said terms and conditions shall be read as a part of this letter of undertaking issued for the project of the project of PP mentioned above.

Thanking you,

Yours faithfully
For and on behalf of

M/s. _____
(Name of the POI issuing agency).

( )
General Manager (TS)

Copy to:-

M/s. __PP_____

_____

_____ As per their request

( )
General Manager (TS

Format 28

FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY REC/PFC (IN LIEU OF PBG)

No. Date

SECI, Registered

_____,

_____

Reg: M/s _____(insert name of the Bidder) (Tender No. _____(insert project ID issued by SECI) – Issuance of Payment on Order Instrument for an amount of Rs._____

Dear Sir,

1. It is to be noted that M/s _____ (insert name of the POI issuing Agency) **('REC/PFC')** has sanctioned a non-fund based limit loan of Rs. _____ (Rupees_____only) to M/s _____ under the Loan Agreement executed on _____ to execute Renewable Energy Projects.

2. At the request of M/s _____, on behalf of _____ (insert name of the Bidder), this Payment on Order Instrument (POI) for an amount of Rs. _____ (Rupees_____ (in words)). This Payment on Order Instrument comes into force immediately.

3. In consideration of the _____ [Insert name of the Bidder] (hereinafter referred to as successful Bidder) submitting the response to tender document for "***Design, Engineering, Supply, Construction, Erection, Testing, Commissioning and Maintenance of 45.6 MW ISTS Connected Wind Power Project at Ramagiri, Sri Sathya Sai District, Andhra Pradesh (Package 2:Wind)"*** have bid for the _____ capacity for the said tender in response to the Tender No. _____ dated _____ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the Tender of ……[insert the name of the successful bidder] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and issuing Letter of Award No _____ to (Insert Name of successful bidder) as per terms of Tender and the same having been accepted by the selected successful bidder for

execution of supply [from successful bidder, M/s _____]. As per the terms of the Tender, the _____ [insert name & address of PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of the SECI] forthwith on demand in writing from SECI or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees------ [Total Value] only, on behalf of M/s _____ [Insert name of the successful bidder].

4. In consideration of the above facts, REC/PFC, having its registered office at _____, agrees to make payment for the sum of Rs. _____ lakhs (in words……) to SECI on the following conditions:-

(a) REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest upon receipt of request from SECI within the validity period of this letter as specified herein;

(b) The commitment of REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between REC/PFC or its constituents notwithstanding any dispute that may be raised by the against SECI;

(c) The liability of REC/PFC continues to be valid and binding on REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;

(d) The liability of REC/PFC shall continue to be valid and binding on REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (SECI and Bidding Party), subject to the however to the maximum extent of amount stated herein and REC/PFC is not liable to any interest or costs etc;

(e) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;

(f) REC/PFC agrees that it shall not require any proof in addition to the written demand by SECI made in any format within the validity period. REC/PFC shall not require SECI to justify the invocation of the POI against the successful bidder, to make any claim against or any demand against the successful bidder or to give any notice to

the successful bidder;

(g) The POI shall be the primary obligation of REC/PFC and SECI shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the successful bidder;

(h) Neither SECI is required to justify the invocation of this POI nor shall REC/PFC have any recourse against SECI in respect of the payment made under letter of undertaking;

5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid upto_____ and REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs……..and REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and REC's/PFC's liability in no case will exceed more than the above amount stipulated. SECI shall be entitled to invoke this POI till _____ [Insert a date which is at least 30 days beyond the expiry of the validity period].

6. In pursuance of the above, REC/PFC and SECI have signed an Umbrella Agreement dated ____ setting out the terms and conditions for issue of letter of undertaking by REC/PFC to SECI and the said terms and conditions shall be read as a part of this letter of undertaking issued for the project of the project of PP mentioned above.

Thanking you,

Yours faithfully
For and on behalf of

M/s. _____
(Name of the POI issuing agency).

( )
General Manager (TS)

Copy to:-

M/s. __PP_____

_____

_____ As per their request

( )
General Manager
(TS)

Form F-29

Not Applicable

Form F-30

FORM OF UNDERTAKING BY BIDDER AND THE FIRM
{to be submitted on the letter head of the bidder duly signed by the bidder and the firm}

Joint Undertaking by the Indian Bidder and the Firm, for tender for "Design, Engineering, Supply, Construction, Erection, Testing, Commissioning and Maintenance of 45.6 MW ISTS Connected Wind Power Project at Ramagiri, Sri Sathya Sai District, Andhra Pradesh (Package 2:Wind)", in which the Firm and the Bidder are jointly and severely liable to the Owner for the Complete Performance of Contract.

We, M/s ..... a Company incorporated under the..... having its Registered Office at ..... (The Firm) and M/s ..... a company incorporated under the .... having its registered office at..... (The Bidder) jointly undertake the following on .....day of..... for the work of **"Design, Engineering, Supply, Construction, Erection, Testing, Commissioning and Maintenance of 45.6 MW ISTS Connected Wind Power Project at Ramagiri, Sri Sathya Sai District, Andhra Pradesh (Package 2:Wind)"** to 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.

Solar Energy Corporation of India Limited has invited bids for "Design, Engineering, Supply, Construction, Erection, Testing, Commissioning and Maintenance of 45.6 MW ISTS Connected Wind Power Project at Ramagiri, Sri Sathya Sai District, Andhra Pradesh (Package 2:Wind)" vide its Tender No. **SECI/C&P/OP/11/0003/26-27**.

M/s ..... (Bidder) is submitting its proposal in response to the aforesaid tender and using the ……..

(Technical/Financail) credentials of the …….. (Firm) for qualifying the () Eligibility condition of the Qualifying section of the tender document.

Further the Board Resolution vide Ref No. ……. and PoA vide Ref No. ……. of the firm confirming the participation of the bidder by using the credentials of the firm and the PoA for the authorized signatory of the firm respectively for the tender is attached with the format.

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

Name: …….

Date: ……

Place: …….

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

Name: …….

Date: ……

Place: ……..

BR Ref No.: ……

PoA Ref No: ……

Format – 31

Form of Insurance Surety Bond towards EMD
(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.:
Date:

To
{Owner's Name
and
Address}

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No. {Tender Reference No.}, M/s {Supplier's Name} having its Registered/Head Office at {address} (hereinafter called the 'Supplier') wish to participate in the said bid for {Tender Title}.

As an irrevocable Insurance Surety Bond against Bid Security for an amount of .....(*)..... valid for days from .....(**) required to be submitted by the Supplier as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents.

We, the {Name of the Insurer} having our Head Office at {address of the Insurer} guarantee and undertake to pay immediately on demand by SECI (hereinafter called the 'Owner') the amount of .....(*)..... without any reservation, protest, demand and recourse. Any such demand made by the 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Supplier and/or any

right/remedy available to the supplier in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid upto.....(@) If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s {Supplier's Name} on whose behalf this Insurance Surety Bond is issued.

The Insurer hereby agrees and acknowledges that the SECI shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit.

The Insurer 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 Insurer, in order to make the said payment to SECI.

The Insurer 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 Insurer shall not require SECI to justify the invocation of this Insurance Surety Bond, nor shall the Insurer have any recourse against SECI in respect of any payment made hereunder. SECI shall be entitled to invoke this Bond till _____ [Insert a date which is at least 30 days beyond the expiry of the validity period].

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Insurer.

This Insurance Surety Bond shall be a primary obligation of the Insurer and accordingly SECI shall not be obliged before enforcing this Insurance Surety Bond 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.

In witness where of the Insurer, through its authorised officer, has set its hand

and stamp on this ..... day of ..... 20..... at .....

.....
(Signature)

.....
(Name)

.....
(Designation with Insurer Stamp)

Authorised Vide Power of Attorney PoA No.....

Date.....

NOTE:

1. (*) The amount shall be as specified in the SPC.
(**) This shall be the last date of bid submission deadline.
(@) This date shall be thirty (30) days after the last date for which the bid is valid.

2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

3. The Owner shall be the Creditor, the Supplier shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s)

where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Supplier/Insurer issuing the Insurance Surety Bond.

5. While getting the Insurance Surety Bond issued, Suppliers are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Suppliers are required to fill up this Form and enclose the same with the Insurance Surety Bond.

FORM OF EXTENSION OF BANK GUARANTEE/INSURANCE SURETY BOND

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

Ref. No.: Date:

To,
Solar Energy Corporation of India Limited,
……
……..
……
……..

Dear Sirs,

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

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

Except as provided above, all other terms and conditions of original Bank Guarantee No.

…… dated shall remain unaltered and binding.

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

Signature …….

Name …….
Designation ……...

Authorised Vide

Power of Attorney No. ……...

Dated ……..

SEAL OF BANK/INSURANCE COMPANY

Note:

1. The extension of BG/Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG/Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in the State where the BG is executed, whichever is higher. The Stamp Paper/e-Stamp paper shall be purchased in the name of Supplier/Bank issuing the guarantee.

Format – 32

Form of Insurance Surety Bond towards Performance Security (To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.:
Date:

To
{Owner's Name
and
Address}

Dear Sirs,

In consideration of the SECI (Hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s..... [Supplier's Name]..... with its Registered/Head Office at ..... (Hereinafter referred to as the 'Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Owner's Purchase Order No..... dated. and the same having been unequivocally accepted by the Supplier, resulting into a Contract bearing No..... dated ....., valued at ..... for and the Supplier having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to .....(*).....% (percent) of the said value of the Contract to the Owner.

We .....[Name & Address of the Insurer] ..... having its Head Office at ..... (hereinafter referred to as the 'Insurer', which expression shall, unless repugnant to the context or meaning

thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all amount payable by the Supplier to the extent of .....(*)..... as aforesaid at any time up to ..... [days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Supplier. Any such demand made by the Owner on the Insurer shall be conclusive and binding notwithstanding any difference between the Owner and the Supplier or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract, without prior consent of the Owner and further agrees that the guarantee herein contained shall be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the Contract by the Supplier for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same, The Owner shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Supplier or any other course or remedy or security available to the Owner. The Insurer shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that the Owner at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in

the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that the Owner may have in relation to the Supplier's liabilities.

The Insurer hereby agrees and acknowledges that the SECI shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit.

The Insurer 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 Insurer, in order to make the said payment to SECI.

The Insurer 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 Insurer shall not require SECI to justify the invocation of this Insurance Surety Bond, nor shall the Insurer have any recourse against SECI in respect of any payment made hereunder. SECI shall be entitled to invoke this Bond till _____ [Insert a date which is at least 30 days beyond the expiry of the validity period].

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Insurer.

The Insurer acknowledges that this Insurance Surety Bond is not personal to SECI and may be assigned, in whole or in part, (whether absolutely or by way of security) by SECI to any entity to whom SECI is entitled to assign its rights and obligations under the tender.

Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to .....(*)..... and it shall remain in force upto and including .....(@)..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s .....{Supplier's Name} on whose behalf this Insurance Surety Bond has been given.

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

WITNESS :

1. ....
(Signature) (Signature)
....
(Name) (Name)
....
(Official Address)(Designation with
Insurer Stamp) Authorised Vide Power of
Attorney No.....
Date.....

2. .....
(Signature)
.....
(Name)
.....
(Official Address)

Notes :

1. (*) This sum shall be five percent (05%) of the Contract Price.
2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
3.The Owner shall be the Creditor, the Supplier shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
4.The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the

Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Supplier/Insurer issuing the Insurance Surety Bond.

5.While getting the Insurance Surety Bond issued, the Supplier is required to ensure compliance to the points mentioned in Form of Bank Guarantee/ Insurance Surety Bond Verification Check List. Further, the Supplier is required to fill up this Form and enclose the same with the Insurance Surety Bond.

BANK GUARANTEE/INSURANCE SRETY BOND VERIFICATION CHECK LIST
(To be submitted with EMD and CPG)

1. Bank Guarantee/Insurance Surety Bond (ISB) No. & Date: ……..

2. Name of Issuing Bank/Branch/Insurance Agency : ……

3. Amount : ……..

4. Nature of BG/ISB & No. of Pages : ……..

5. Validity of BG/SIB : ……

6. Vendor Reference :

Name

……..…..

Address

……

Telephone

……..……

Fax Email

……..

……

7. Bank / Insurance Agency Reference

Name

……

Address

……

……

Telephone

……

Fax

……

Email

……

……

Sl. No.	*Details of Checks*	Yes/No
1.	Is the BG on Non-judicial stamp paper of appropriate value, as per Stamp Act?	
2.	Whether date, purpose of purchase of stamp paper and name of the Owner indicated on the back of stamp paper under the Signature of Stamp Vendor? (The date of purchase of stamp paper should be of any date on or before the date of execution of BG and the stamp paper should be purchased eitherin the name of the executing Bank or Insurance Agency or the Supplier on whose behalf the BG has been issued. The Stamp Papers (other than e-stamp paper) should be dulysigned by the stamp vendor).	
3.	In case the BGs from abroad, has the BG been executed on Letter Head of the Bank or Insurance Agency?	
4.	Has the executing officer of BG indicated his name, designation and Power of Attorney No. / Signing Power No. etc., on the BG?	
5.	Is each page of BG duly signed / initialed by executant and whether stamp of Bank or Insurance Agency is affixed thereon?	
6.	Whether the last page is signed with full particulars including two witnesses under seal of Bank or Insurance Agency as required in the prescribed proforma?	
7.	Does the Bank Guarantee compare verbatim with the Proforma prescribed in the Bidding Documents?	

8.	Are the factual details such as NIT no. / Tender Enquiry no. / Bidding Documents No. / Specification No., Amount of BG, validity of BG correctly mentioned in the BG?	
9.	Whether overwriting / cutting, if any on the BG have been properly authenticated under signature & seal of executants?	
10.	Whether BG has been issued by a Bank or Insurance Agency in line with the provisions ofBidding Documents?	
11.	In case BG has been issued by a Bank or Insurance Agency other than those specified in Bidding Document, is the BG confirmed by a Bank in India or Insurance Agency acceptable as per BiddingDocument?	

Signature of Supplier……..
Name …….
Designation …….
Seal

Form F-33

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.

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.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to IDFC First Bank and a confirmation in this regard is received by SECI.

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_____

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-34

DECLARATION

RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES:

MoF OM No 6/18/2019-PPD dated 23.07.2020

(This should be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)

Ref.No. _____ Date: _____

From: _____*(Insert name and address of Bidding Company/ Lead Member of Consortium*)
_____
_____
Tel.#: Fax#:
E-mail address#

To
Solar Energy Corporation of India Limited
_____
_____

Sub: Response to the Tender No ..... dated .....for the tender for
.....
.....

Dear Sir/ Madam,

This is with reference to attached order vide OM No. F.7/10/2021-PPD(1) dated 23.02.2023 including subsequent amendments and clarifications thereto issued by Department of Expenditure, Ministry of Finance, Govt of India.

We are hereby submitting the following declaration in this regard:

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

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to the tender will be rejected.

Dated the_____day of_____, 20….

Thanking you,

We remain,
Yours faithfully,

Encl: OM dated 23.02.2023, as referred above.

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

SECTION - VIII

SCHEDULE OF RATES (SOR)

1. **Bidders are required to quote for the Total Contract Price on Lumpsum basis in cognizance with the Tender Terms & Conditions.**

2. Bidder's quoted prices shall be strictly as per various Formats included under this Section [i.e. Section-VIII, Schedule of Rates (SOR)]. Bidder shall quote Lumpsum (LS) Price for the entire scope of work including Design, Engineering, Supply, Construction, Erection, Testing, Commissioning and Maintenance of 45.6 MW ISTS Connected Wind Power Project at Ramagiri, Sri Sathya Sai District, Andhra Pradesh (Package 2: Wind) 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 Contractor agrees to accept as full compensation for the Contractor's full performance of the Work in accordance with the provisions of the Contract Documents. Contract Price shall not be subjected to any adjustment except in case of Change Order or Statutory Variations in accordance with the provisions of the Contract.

7. The price quoted shall be Lumpsum price on Turnkey basis. Unless the basic parameter changes or additional/ extra requirements are made, total payments to be made to the contractor shall be limited to Lumpsum price indicated, irrespective of the progressive payments made during execution based on the split up of price.

8. Obligation of the Contractor is not limited to the quantities that the Contractor may either indicate in the Schedule of Breakup of Lumpsum Prices along with his bid or in further detailed break of Lumpsum prices furnished along with the bid or after award of work. Contractor shall carry entire scope of work/ supplies as detailed in various sections/ volumes of the Tender Document within the quoted Lumpsum Price (Contract Price).

9. Lumpsum Prices quoted by the Bidder shall include cost of any other supplies/ work(s) not specifically mentioned in the Bidding Document but necessary for the efficient, trouble-free commissioning & operation of the Plant and to make this package job complete. Quoted price 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. Spares for start-up/ commissioning and mandatory spares required are in Contractor's Scope and deemed included in the quoted Lumpsum Prices.

11. Bidder shall furnish following Forms of Schedule of Rates: -

    Schedule No. 1: Ex Works basis Supply of Plant and Mandatory Spare Parts Supplied from Within the Owner's Country on EXW basis (i.e., including GST)

    Schedule No. 2: Freight, Design, Civil & Installation and Other Services including GST/Taxation

Schedule No. 3: Net Present Value (NPV) of O&M Price including GST/Taxation for the total O&M period for the plant facilities to be calculated at a given discounting rate

Schedule No. 4: Grand Summary (Schedule Nos.1 to 3)

12. INR = Indian Rupees

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

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

15. Although, its a lumpsum turnkey contract, the line items of the SOR Sheet or the Project BBU prepared on the basis of SOR will be used for the treatment of Change in Law , Payments, Short-Closure, Quantity Variations or for any other reasons not specified here but are in interest of the project.