



Hindustan Salts Limited

(A Government of India Enterprise)
CIN: U14220RJ1958GOI001049

E-Bidding Document

**Online bids are invited for the
DEVELOPMENT OF 1000 MW SOLAR PV
PROJECT
AT KHARAGHODA,
DIST.SURENDRANAGAR, GUJARAT**

Unit : Hindustan Salts Limited, Kharaghoda, Dist.-Surendranagar, Gujarat Pin-382 760

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PART-1: BID PREPARATION & SUBMISSION

SECTION I : INVITATION FOR ONLINE BIDS (IFB)

1. Introduction:

Hindustan Salts Limited (HSL) (hereafter referred as “Company” or “HSL”) was incorporated on 12th of April, 1958 as a Company fully owned by the Government of India to take over the salt sources at Sambhar, Didwana and Kharaghoda earlier managed by the Salt Department, Government of India. It is Central Government Public Sector Undertaking under Ministry of Heavy Industries. The company is having production units at Kharaghoda (Gujarat) and is having its registered office at G-229, Sitapura Industrial Area, Jaipur-302022 (Rajasthan)

The company has major production works in about 23000 Acres of land. A part of land is utilized for salt production and the by-product left after production of salt is utilized in production of chemicals like Liquid Bromine and Magnesium Chloride.

The location and topography of HSL-Kharaghoda is suitable for Development of Solar PV Power Plant. As a part of this endeavour, HSL has decided to undertake the online bidding process and invite offers from interested parties/Public Sector Undertakings / Govt. bodies /Companies / Legal Entity / Domestic as well as International Private Entrepreneurs for Development of solar power project at Kharaghoda in Distt. Surendernagar (Gujarat).

Company had invited Expression of Interest in the last year i.e. 2021 from the interested parties /Public Sector Undertakings / Govt. bodies/Domestic as well as International Private Entrepreneurs for Development of solar power project at Kharaghoda in Distt. Surendernagar(Gujarat).Against the said EOI , a healthy and fruitful response have been received from many agencies who want to establish / develop Solar PV Project / Solar Park of 1000 MW at our site Kharaghoda in Distt. Surendernagar (Gujarat).



India is on course to raising its renewable energy capacity from the current 100 GW to its target of **500 GW** by 2030.

Based on the response of EOI and contribute in our nation target of 500 GW by 2030 , HSL has decided to invite a online bid for **Development of 1000 MW SOLAR PV PROJECT AT KHARAGHODA,**

Company would contribute only its resource i.e. requisite land which is available at the Kharaghoda unit for execution of Solar Power Project. The party is required to develop the Project on the land of HSL and further operate and generate the revenue from the sale of generated power. All the expenditures for installation of project, seeking various clearances, power purchase agreements etc. shall be in scope of party.

The power generated from the project shall be sold in the market and revenue generated from the same shall be shared with HSL in terms of FIXED Annual charges in Rupees for utilization of resources of company i.e. Land of about 5000 Acres (Minimum 4-5 Acres per MW is required for setting up solar power Project including ancillary activities area)

2. SOLAR POWER GENERATION AT HSL KHARAGHODA :

2.1 LOCATION AND RESOURCES :

Hindustan Salts limited, Kharaghoda, Distt. Surendranagar (Gujarat), is located 100 kms from Ahmedabad situated in the sub-tropical arid/semi-arid climatic zone of India. This region experiences extremes of climate during the year with hot and oppressive summers and cold and dry winters. The summer months of May and June can be extremely hot with mean monthly temperatures of more than 35°C while the maximum temperature can sometimes reach up to 50° C.

The proposed site for the solar PV plant is located close to the Viramgam (approx. 40 KM) or Mahesana rail connectivity, and has basic infrastructure including access, well in place. Gujarat State Highway SH138 connecting Ahmedabad (approx. 100 KM) is about 8 km from the site.

**3. Brief Description of the Project is as under:**

S. No.	Item Description	Location
1	2	3
1.01	Engaging expert agency for following works at Hindustan Salts Limited (HSL), Kharaghoda, Dist. Surendranagar, Gujarat Development of 1000 MW solar power project at Kharaghoda in Distt. Surendernagar (Gujarat)	HINDUSTAN SALTS LIMITED, KHARAGHODA, DISTRICT : SURENDRANAGAR GUJARAT

Note: **Detailed scope of work as mentioned in the tender documents and along-with any subsequent Corrigendum(s)/ Addendum(s)**

Definition for this tender: -

- 1. Development:-**Design, Supply, Installation, Commissioning, Operation & Maintenance of Solar PV Power Plant including Sale of Generated Power.
- 2. Commissioning :** Design, Supply, Installation and Commissioning,

**4. CRITICAL DATE SHEET :**

CRITICAL DATE SHEET		
Mode of Tender	E-Bidding/E-Tender cum Auction	
CPP Tender ID	2022_HSL_686527	
Company's NIT No.	01(Com)Purchase/2022-23/KOD/1	
Tender Published Date	29-04-2022	
Clarification Start Date	29-04-2022	
Clarification End Date	17-05-2022	(11:00 Hrs.)
Site Visit at HSL, Kharaghoda	09-05-2022	(11:00 Hrs)
Pre Bid Meeting at HSL,Jaipur Office Date	12-05-2022	(15:00 Hrs)
Bid Submission Start Date	20-05-2022	
Bid Submission Closing Date	30-05-2022	(15:00 Hrs.)
Bid Validity Period	180 Days From Date of Opening of Technical Bids	
Bid Opening Date	31-05-2022	(15:00 Hrs.)
Tender Fee (Non Refundable)	Rs. 10,000/-	
EMD/ Bid Security	Rs.11,000,00/-	
Reverse Auction Start Date	Intimation to Qualified Bidder	
Reverse Auction End Date	Intimation to Qualified Bidder	



SECTION –II : INSTRUCTIONS TO BIDDERS(ITB)

This section (Section II–“Instruction to Bidders”) provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure to be adopted by the HSL for receipt and opening as well as scrutiny and evaluation of Bids and subsequent placement of contract.

SECTION–II A : **DESCRIPTION OF PROCEDURE FOR ONLINE BID, EVALUATION OF BIDS AND AWARD OF CONTRACT**

1. Content of Bidding Documents:

The HSL has issued these Bidding Documents for the purpose as mentioned in Section I – “Invitation for Online Bid” (IFB), Section – V – “Scope of Work” & Section VI – “Technical Specification”, which also indicates, interalia, the required project schedule, terms & conditions and place of delivery/execution.

In addition to Section I –“Invitation for Online Bid” (IFB), the Bidding Documents include:

- **Section II** - **Instructions to Bidders(ITB) (A &B)**
- **Section III** - **Qualification Criteria**
- **Section IV** - **Bidding Forms (A to D)**
- **Section V** - **Scope of Work**
- **Section VI** - **General Conditions of Contract(GCC) with Annexure I**
- **Section VII** - **Special General Conditions of Contract (SGCC)**

1.1 Bidder may download the Bidding Documents from the web site www.indiansalt.com & CPP Portal of Govt. of India i.e. <http://eprocure.gov.in/eprocure/app> or <https://eprocure.gov.in/cppp/searchbyorg/Hindustan%20Salts%20Limited>.

1.2 Bidder who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> and HSL (Hindustan Salts Limited) website www.indiansalt.com shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/ modified in any manner, tender will be completely rejected and bidder is liable to be banned from doing business with HSL.

1.3 Before formulating the Bid and submitting the same, the Bidder should read and examine all the terms, conditions, instructions etc. contained in the Bidding Documents. Failure to provide and /or comply with the required information, instructions etc. incorporated in these Bidding Documents may result in rejection of its Bid.

2. Language of Bid

2.1 The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid submitted on CPPP, shall be written in the English language.



3. Amendments to Bidding Documents

- 3.1 At any time prior to the deadline for submission of Bids, the HSL may, for any reason deemed fit, modify the Bidding Documents by issuing suitable amendment(s) to it.
- 3.2 Such an amendment to the Bidding documents will be uploaded on HSL website: www.indiansalt.com and CPP Portal of Government of India i.e. <https://eprocure.gov.in/cppp/searchbyorg/Hindustan%20Salts%20Limited> only.
- 3.3 Intending bidders are advised to visit again CPPP website <https://eprocure.gov.in/eprocure/app> and HSL/SSL website i.e. www.indiansalt.com before closing date of submission of tender for any corrigendum / addendum/ amendment.

4. Documents Comprising the Bid

- 4.1 **The two Bid System**, i.e. “Technical Bid” and “Price Bid” prepared by the Bidder shall comprise the following:

A) Technical Bid:

- i) Scanned copy of documents mentioned in Qualification Criteria as per Section III.
- ii) Scanned copy of Bid Submission Form as per.
- iii) Additional information about the bidder as per the format provided in **Section IV (C)**
- iv) Scanned copy of Technical Bid of quoted works & services along with relevant documents.
- v) National Electronic Fund transfer (NEFT) Form as per Section IV(D) for payment in Indian Rupee, if applicable.

Bidders are requested to upload online above document in PDF format

B) Price Bid:

Bidders are required to upload online in prescribed format as per BoQ of Bidding Document.

- 4.2 Price Schedule(s) as per BOQ for works & services mentioned in Section IV (B) filled up with all the details.
- 4.3 It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents in addition to above, if any.
- 4.4 All pages of the Bid should be page numbered and indexed.
- 4.5 The authorized signatory of the Bidder must sign the Bid duly stamped at appropriate places and initial all the remaining pages of the Bid.
- 4.6 A Bidder, who does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 4.7 All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS System. Bidders are required to fill and attach the NEFT Mandate Form attached as per Section-IV (D) along with their offers, if not already executed in HSL. Notification of Award will not be issued without NEFT Mandate Form



Note: All documents should be submitted in PDF format.

5. Bid Currencies

5.1 The Bidder shall quote only in Indian Rupees.

6. Bid Prices

6.1 The Bidder shall indicate quote online on the BoQ only.

6.2 The quoted only in the BoQ in the prescribed format.

6.3 Only statutory variations taking place after Bid submission shall be allowed to the extent mentioned in these bid documents.

6.4 The need for indication of all such price components by the Bidders, as required in this clause is for the purpose of comparison of the Bids by the HSL and will no way restrict the HSL's right to award the contract on the selected Bidder on any of the terms offered.

7. **Bidder will quoted for FIXED Annual charges in Rupees for utilization of resources of company i.e. Land of about 5000 Acres (Minimum 5 Acres per MW is required for setting up solar power Project including ancillary activities area)**

7.1 **The fixed annual charges to be** quoted by the Bidder shall remain firm and will vary only as per terms & conditions mentioned in these bidding documents. (Illustration – X refer)

8. Alternative Bids – “Not Applicable

9. Documents Establishing Bidder's Eligibility and Qualifications

9.1 The Bidder meets the qualification criteria incorporated in the Section III

9.2 Pursuant to Section III clause, the Bidder shall furnish, as part of its Bid, relevant details and documents establishing its qualifications to perform the contract if its Bid is accepted.

11.0 Bid Validity

11.1 The bid submitted and Fixed annual charges quoted by bidder in should be valid for a period of 180 days, from the date of opening of Technical Bids. Any Bid valid for a shorter period shall be treated as unresponsive and rejected. If required the Bidder shall extend the validity date. No revision /modifications in the tender and rate or the withdrawal of the tender will be allowed during the period of validity of tender or during extended period if any, withdrawal of offer within the stipulated validity period will entitle the Company to forfeit the EMD of the Bidder.

11.2 In exceptional cases, the Bidders may be requested by HSL to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid.

11.3 In case the day upto which the Bids are to remain valid falls on or subsequently declared



a holiday or closed day for the company, the Bid validity shall automatically be extended up to the next working day.

12.0 Clear understanding: When a Bidder submits tender in response to the tender notice, it shall be deemed to have read and understood the terms and conditions of tender documents. No extra payment will be made on the pretext that the Bidders did not have a clear idea regarding significance and scope of any point mentioned in tender documents.

13.0 Signing of Bid

13.1 Bidding Document seeks quotation following Two Bid System, in two parts. First part will be known as 'Technical Bid', and the second part 'Price Bid' as specified in ITB.

13.2 The Bidders shall submit their Bids as per the instructions contained in ITB.

13.3 Bid shall be typed and the same shall be signed by the bidder or by a person(s) who has been duly authorized to bind the bidder to the contract and upload in PDF format.

13.4 The bid shall be duly signed at the appropriate place as indicated in the Bidding Documents and all other pages of the Bid. The Bid shall not contain any erasure or overwriting.

14.0 Submission of Bids

14.1 Bids shall be submitted online only at CPPP website: <http://eprocure.gov.in/eprocure/app>.

14.2 Bidders are advised to follow the instructions provided in the "Instructions to the Bidder" under Section II-B, for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>.

14.3 Bidders shall ensure that their Bids, complete in all respect should be uploaded online before the closing date and time as indicated in the critical date sheet on CPP Portal <http://eprocure.gov.in/eprocure/app> or <https://eprocure.gov.in/cppp/searchbyorg/Hindustan%20Salts%20Limited>.

15.0 Costs Related With Bidding :

Bidder shall not be entitled to claim any costs charged or incidental or in connection with the preparation and submission of their tenders even though Hindustan Salts Limited may select to withdraw the notification of tender or reject all the Tenders without assigning any reason thereof.

16.0 Opening of Bids :

16.1 The Company will open the Bids at the specified date and time and at the specified place as indicated in the IFB in Section-I under "Critical Date Sheet".

16.2 In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for the company, the Bids will be opened at the appointed time and place on the next working day.



16.3 Two– Bid system as mentioned in Para“4 and13 above will be as follows:

- i) **The Technical Bids are to be opened in the first instance**, at the prescribed time and date as indicated in IFB-Critical Date Sheet. These Bids shall be scrutinized and evaluated by the Company with reference to parameters prescribed in the Bidding Document.
- ii) **Thereafter, in the second stage, the Price Bids of only the Technically and commercially acceptable offers (Technically Responsive bidder (s)) as decided in the first stage shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Bid.**

16. SCRUTINY AND EVALUATION OF BIDS

- i) Preliminary Scrutiny of Bids: The Company will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped and whether the Technical Bids are generally in order.
- ii) Prior to the evaluation of Price Bids, the Company will determine the substantial responsiveness of each Bid to the Bidding Document. For purpose of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents including ‘Scope of Work’ without material deviations. However minor deviation and/or minor irregularity and/or minor non-conformity in the Bid, the company may waive the same.
- iii) If a Bid is not substantially responsive, it will be rejected by the Company.
- iv) **Qualification Criteria:**
Bids of the Bidders, which do not meet the required Qualification Criteria prescribed in Section III, will be treated as non–responsive and will not be considered further.
- v) Firms which are Black Listed by any of the Govt. Department shall not be eligible for submission of bid.
- vi) Bidders, which have failed to fulfil earlier contractual obligations, shall not be considered.
- vii) Tender not submitted in the appropriate prescribed form and not completed in all respects shall be rejected. Tender should be free from over writings. The Bidder should duly attest all corrections and alterations. Tender received after due date and time as mentioned in the tender document will not be entertained. Tenders without requisite EMD or valid certificate shall be rejected out-rightly.
- viii) The company reserves the right to cancel any or all tenders without assigning any reason whatsoever.

17. Corrupt or Fraudulent Practices during Bidding/Execution of Contract

It is required by all concerned namely the Bidders/Suppliers etc., to observe the highest standard of ethics during the processing and execution of this contract. In pursuance of this policy, the HSL:-



- (a) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
- (b) Will declare a firm ineligible or blacklist, either in definitely or for a stated period of time, to be awarded a contract by the HSL if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or gross/deliberate negligence in executing the contract.
- (c) The Company (HSL) reserves the right not to conclude Contract and in case Contract has been issued, terminate the same, if, found to be obtained by any misrepresentation, concealment and suppression of material facts by the Bidder.

[Signature with date, name and designation]

Duly authorised to sign Bid for and on

behalf of Messrs _____

[Name & address of the Bidder]



SECTION-II-B

Instructions for Online Bid Submission

1. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in//eprocure/app>.

2. REGISTRATION

- 2.1 Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in//eprocure/app>) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- 2.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 2.3 Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 2.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ nCode/eMudhra etc.), with their profile.
- 2.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 2.6 Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

3. SEARCHING FOR TENDER DOCUMENTS

- 3.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 3.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the



bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 3.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the helpdesk.

4. PREPARATION OF BIDS

- 4.1 Bidder should take into account corrigendum published on the tender document before submitting their bids.
- 4.2 Please go through the NIT and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 4.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, GST Registration certificates, C.A. Certificates etc.,) has been provided the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

5. SUBMISSION OF BIDS

- 5.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 5.2 The bidder has to digitally sign and upload the required bid documents one by one as indicate in the tender document.
- 5.3 The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission on the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5.4 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system



generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 5.5 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 5.6 Upon the successful and timely submission of bids (i.e. After Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.
- 5.7 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

6. ASSISTANCE TO BIDDERS

- 6.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority on email id: purchase@indiansalt.com.
- 6.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Contract numbers for the helpdesk are 1800 3072 2232, 0120-4001062, 0120-4001002, 0120-4001005 and 0120-6277787.

[Signature with date, name and designation]
Duly authorised to sign Bid for and on

behalf of Messrs_____

[Name & address of the Bidder]

**SECTION-III****QUALIFICATION CRITERIA**

Sl. No	Clause	Documents required to be submitted by Bidder
1	A Bidder may be private entity, government owned entity or any combination of them or any legal entity.	The bidder should submit a self-attested scan copy of : <ul style="list-style-type: none">• Valid Registration Certificate of bidder as applicable.• Valid documentary proof of GST registration number.• Valid documentary proof Income Tax registration/PAN number.
2.	<p>Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:</p> <p>i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest;</p> <p>ii) A constituent of Bidder is also a constituent of another Bidder;</p> <p>iii) Bidder or any of his Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof;</p> <p>iv) Bidder has the same legal representative for purposes of this Application as any other Bidder; or</p> <p>v) Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Application of either or each other; or</p> <p>vi) Bidder or any Associate thereof has participated as a consultant to the Hindustan</p>	The bidder should submit an undertaking with technical bid for not having " Conflict of Interest ".



	<p>Salts Ltd. in the preparation of any documents, design or technical specifications of the Project.</p> <p>vii)An Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Company in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this document. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.</p>	
3. 3.1	<p>Technical Capacity:</p> <p>The Bidder should have experienced for Development or Commissioning of Solar PV Power Project (s).</p> <p>In last Five (05) years ending on last day of previous month in which bids are invited (i.e. 31st March 2022), bidder should have Developed / Commissioned at-least one Grid connected Solar PV Project at single location having a capacity of not less than 100 MW power evacuation at least six months prior to Techno-Commercial Bid Opening date.</p> <p>For the above purpose :</p> <p>1. Development:-Design, Supply, Installation, Commissioning, Operation & Maintenance of Solar PV Power Plant are including Sale of Generated Power.</p> <p>Commissioning: Design, Supply, Installation and Commissioning of Solar PV Power Plant.</p>	<p>For the proof of Technical capacity, bidder should submit a self-attested scan copy of following documents (as applicable) to be submitted :</p> <p>The list of project Development / Commissioned in last Five (05) years at least 6 months prior to Techno-Commercial Bid Opening date, indicating whether the project is grid connected, along with a copy of the Commissioning certificate and Work order / Contract / Agreement/ from the Client/Owner shall be submitted in support of Technical capacity.</p>



4. 4.1	<p>Financial Capacity:</p> <p>The bidder should have minimum average annual turnover of Rs. 1000 Crores during last three consecutive Financial years ending 31st March, 2022 and should have positive net worth as on 31st March, 2022.</p> <p>- “NET WORTH” means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account and debit or credit balance of profit and loss account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation</p>	<p>For Financial Capacity, bidder shall submit following documents of Bidder</p> <ol style="list-style-type: none"> Chartered Accountant Certified : <ol style="list-style-type: none"> Turnover certificate (Annexure III), Networth Certificate (Annexure IV), Profit & Loss Statement and Balance Sheets for Last Three Financial Years. Copy of the latest Income Tax return filed / equivalent document, Self-attested latest copy of Memorandum of Association (MOA) & Article of Association (AOA) 										
5.0 5.1 5.2 5.3 5.4	<p>BID SECURITY / EARNEST MONEY DEPOSIT (EMD) & TENDER FEE (NON REFUNDABLE):</p> <p>Bidders are required to submit Earnest Money Deposit amounting to Rs. 11,00,000 /- (Rs. Eleven Lacs Only).</p> <p>Each submitted bid shall be accompanied with a non-refundable Tender Fee of ₹ 10,000/- (Rupees Ten Thousand Only).</p> <p>Amount of above prescribed TENDER FEE (Non Refundable) and EMD to be deposited by way of online transaction i.e., NEFT/ RTGS etc. only in the following Company’s account:</p> <table border="1" data-bbox="284 1442 866 1653"> <thead> <tr> <th>Particulars</th> <th>Details</th> </tr> </thead> <tbody> <tr> <td>Bank Name</td> <td>State Bank of India</td> </tr> <tr> <td>Account No</td> <td>1089 5679 021</td> </tr> <tr> <td>Name</td> <td>Hindustan Salts Limited</td> </tr> <tr> <td>IFSC</td> <td>SBIN0000409</td> </tr> </tbody> </table>	Particulars	Details	Bank Name	State Bank of India	Account No	1089 5679 021	Name	Hindustan Salts Limited	IFSC	SBIN0000409	<p>The bidder should submit the supporting document.</p> <ol style="list-style-type: none"> Proof of depositing Tender Fee and EMD. In case of claiming MSE exemption/ Startup, as per policy of Government of India, valid document must be submitted by the bidder.
Particulars	Details											
Bank Name	State Bank of India											
Account No	1089 5679 021											
Name	Hindustan Salts Limited											
IFSC	SBIN0000409											
6	<p>Firms which are Black Listed by any of the Govt. Department /Public Sector Enterprises (State or Central) shall not be eligible for submission of bid.</p>	<p>Bidder should submit undertaking for non-blacklisting as per Bid Submission Letter.</p>										
7.	<p>Bidder is required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) in compliance to the provisions of</p>	<p>Submit certificate as mentioned in the criteria.</p> <p>Filled, signed and stamped form I & II attached in this document.</p>										



	<p>“The Public Procurement (Preference to make in India) order 2017” and/or any statutory amendment thereof, as applicable. (Form I)</p> <p>Also an undertaking in compliance to Provisions under Rule 144 (xi) of the GFR as per Form II.</p>	
8.	Original Bidding Document along with all corrigendum and addendum issued by HSL, duly signed by authorized signatory of the Bidder and stamped on all pages as cogent evidence of unconditionally acceptance of the conditions mentioned/ stipulated in the original/downloaded tender document Bidding Documents	Original this Bidding Document along with all corrigendum and addendum (if any) issued by HSL, duly signed by authorized signatory of the Bidder and stamped on all pages.
9.	Other Document, If Applicable	Detailed Profile of the Bidder to be submitted with Technical Bid..

Note:-

1. **Bids without Tender Fee & Undertaking for EMD/Bid Security shall be out-rightly rejected.**
2. Joint Venture & Consortium are not allowed to participate in this tender.
3. Splitting of work mentioned in this tender document is not applicable.
4. Documentary Evidence for compliance to each of the eligibility criteria must be closed along with the bid together with references.
5. The Bidder shall not be eligible if any of the above criteria's are not fulfilled.
6. Bidders, which have failed to fulfil earlier contractual obligations, shall not be considered.
7. HSL reserves the right to demand from the bidder any additional documents other than the above mentioned documentary proof regarding the eligibility criteria.
8. HSL reserves the rights to relax or modify the terms & conditions in exception cases. HSL's decision will be final & binding in this regard.
9. In case of non-availability of documents, the decision of HSL shall be final in this regard.
10. No physical/offline Documents from bidders shall be entertained during the bidding process.
11. The entire Original uploaded filled, signed and stamped technical bid documents has to be submitted by the successful bidder along with the Non-judiciary undertaking as per Annexure I on receipt of Letter of Acceptance issued by HSL.

DATE:

<Signatory Name & Designation>

PLACE:

SIGNATURE AND SEAL OF THE BIDDER

**SECTION – IV****(A) BID SUBMISSION FORM**

To

General Manager (Works),
Hindustan Salts Limited,
Kharaghoda, Dist.-Surendranagar,
Gujarat -382 760

We, the undersigned have examined the Bidding Document No., including corrigendum(s)/addendum(s) (*if any*), the receipt of which is hereby confirmed. We now offer to participate in this tender process for **Development of 1000 MW Solar Power Project at HSL-Kharaghoda** to be executed at Hindustan Salts Limited (HSL), Kharaghoda, Dist. Surendranagar, Gujarat in conformity with your above referred documents for the rates as shown in the FINANCIAL PROPOSAL, submitted online as mentioned in above referred bid documents and made part of this Bid

We agree to keep our Bid valid for acceptance for 180 days from the date of opening of Technical Bid or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal Contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding Contract between us.

We agree to all terms and conditions of General Conditions of Contract as per Section VII.

We further understand that you are not bound to accept any Bid you may receive against your above-referred Bid Reference.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities/ Public Sector Enterprises (State/Central).

We certify that the documents as submitted by undersigned are as per original document.

We certify that the quoted Financial Proposal is applicable to Government Department / Public Sector Undertaking.

We confirm that we fully agree to the terms and conditions specified in this Bidding Document, including amendment/ corrigendum if any.

.....
[Signature with date, name and designation]
For and on behalf of Messrs

.....
[Name & address of the Bidder]



SECTION – IV

B. Payment of Annual Fixed Charges to HSL

1. **Bidder has to submit the Bid on FIXED Annual charges in Rupees for utilization of resources of company i.e. Land of about 5000 Acres (Minimum 4-5 Acres per MW is required for setting up solar power Project including ancillary activities area) in BoQ xls format provided in the CPP Portal only.**
2. Bidders are required to Pay fixed annual charges to HSL based on the Scope of Work mentioned in Section-V. Please note that there should be no disclaimers restricting any commitment to the HSL.
3. Fixed annual charges shall be paid on the value in Rupees which will be inclusive of all taxes on Ex- Works, HSL - Kharaghoda Amount Basis. (as per the illustration- X)
4. All the quoted bidder fixed annual charges anywhere in the BoQ and in the Reverse Auction Process shall be in considered in value in rupees / Amount only, even in the case heading/title denotes the.
5. **BID EVALUATION CRITERIA:**
 - 5.1 The Bidder must be technically qualified as per the Technical Qualification criteria mentioned in bidding documents **and work shall be awarded accordingly based on the outcome of this bidding process.**
 - 5.2 **The entire work will be awarded to single bidder only based on the outcome of this bidding process.**
 - 5.3 **The Bidder shall propose the highest rates to be provided to HSL for utilisation of company's resources as per the Financial Bid.**
 - 5.4 After opening of the financial bid, **Forward auction** shall be scheduled with intimation to the qualified bidders to decide H-1 (Highest one) party.
 - 5.5 Technically qualified Bidders proposing the highest rates for HSL will be shortlisted as H-1 bidder through this bidding process.
6. **AWARD OF CONTRACT**
 - i) **The contract may be awarded by COMPANY to the best responsive Bidder as per Bid Evaluation Criteria mentioned in these bid documents, who meets the laid down Qualification Criteria, submits the required Bid documents as specified and accept the all terms & conditions.**
 - ii) The order or acceptance resulting from this tender and any amendments to be issued subsequently with its terms & conditions and stipulations in response to this tender or revised offer or any counter offer will constitute the entire Agreement relating to the tender between the successful Bidder and the Hindustan Salts Limited (HSL) and both parties are bound by the terms and conditions as stipulated in the tender documents.



- iii) **Notification of Award:** The successful Bidder whose bid has been accepted will be notified of the award by HSL prior to expiration of the bid validity period by e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in conditions of Contract called the "Letter of Acceptance") will state the "Fixed annual charges" Considerations as proposed by the successful Bidder and accepted by HSL.

The notification of award will constitute the formation of the Contract subject only to the furnishing of prescribed Performance Security by the successful bidder to HSL.

- iv) The successful Bidder will furnish the Performance Security of requisite amount to HSL within 30 days from the date of 'Letter of Acceptance'. In the event of his failure to do so, the earnest money shall be liable to be forfeited.

7. **Handing over of site by HSL to successful bidder: Site will be handed over to the successful bidder on as is where basis**, only after receipt of both prescribed Performance Security and Payment for First Year, which is finalised as a result of this tender. In case the Performance Security is submitted through Bank Guarantee, then site will be handed over only after the receipt of confirmation of Bank Guarantee by the HSL along-with receipt of First Year payment.

8. SIGNING OF CONTRACT AGREEMENT

- 8.1 After notifying the successful Bidder that its Bid has been accepted, the HSL will prepare the Contract Agreement as per the performa prescribed by HSL, incorporating all the correspondence exchanged between the parties, which have a bearing on the Contract.
- 8.2 After acceptance of tender the Successful Bidder shall be deemed to have carefully examined all Contract Document to his satisfaction. If he shall have any doubt as to the meaning of any portion of the Contract Documents, he shall before signing the Contract, set forth the particulars thereof, and submit them to the HSL in writing in order that such doubt may be removed. The HSL will provide such clarifications as may be necessary in writing to the Successful Bidder. Any information otherwise obtained from the HSL or the Engineer shall not in any way relieve the Successful Bidder of his responsibility to fulfill his obligations under the Contract.
- 8.3 Cost for stamp paper, notary and printing with binding of at-least four copies of Contract Agreement with requisite Attachments shall be borne by successful bidder.
- 8.4 The Successful Bidder shall enter into a Contract Agreement with the HSL within 21 (Twenty One days) from the date of issue of "Letter of Acceptance of tender" or within such extended time as may be granted by the HSL. The agreement, unless otherwise agreed to, shall be signed within 30 days of the issue of the Letter of Acceptance of tender, at the office of the HSL on a date and time to be mutually agreed.
- 8.5 The Successful Bidder shall provide appropriate power of attorney and other requisite materials for signing of the contract in copies as required.
- 8.6 In case it is agreed mutually that the contract is to be signed beyond the stipulated time, the bid security submitted with the tender will have to be extended accordingly.
- 8.7 The agreement will be signed in three originals and the contractor shall be provided with one signed original and the rest will be retained by the HSL.
- 8.8 None of these documents shall be used by the contractor for any purpose other than this



contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

- 8.9 Subsequent to signing of the contract, the contractor at his own cost shall provide the HSL with at least three (3) true copies of agreement within thirty (30) days after the signing of the contract.

.....
[Signature with date, name and designation]

For and on behalf of Messrs

.....
[Name & address of the Bidder]



SECTION – IV

B : Illustration of Payment Schedule for Payment of Annual Charges to HSL

1. Successful bidder is required to pay HSL amount against the utilisation of resources of company i.e. land of about 5000 Acres (Minimum) on Per Acre Per Annum basis.
2. For receipt of amount Hindustan Salts Limited will raise the Invoice to the Successful Bidder on the rates finalized as a result of tender+ Applicable Taxes including GST.
3. The payment Amount for the first year of contract only has to be paid by the contractor within 21 Days of the date of award of the contract. The subsequent payment of this amount will be paid within 14 (fourteen days) days at the beginning of every year.
4. The amount finalized as a result of this tender shall remain unchanged during Two years of the contract and then shall be enhanced thereafter for every year @ 5% per annum of the previous year.
5. Bidder can install Solar Power Plant /Solar Park in the area as per their requirement and / OR AVAILABILITY OF Power Purchase Agreement or Feasibility. However the amount finalised as a result of this tender and payable to company for 5000 Acres of Land , must be deposited within stipulated time period, without any delay
6. If additional land will be required by the successful bidder for the said project or enhancement of power project capacity , Per Acre per annum rates finalized as a result of tender+ Applicable Taxes including GST will be applicable . The decision of HSL will be final in the regard.



7. The illustration of Payment schedule is given in below table :

Years	Company Resource i.e. Land offered for this project : 5000 Acres (A)			Annual Payment to HSL in Rs.
	Basic Rates for the Year Applicable (Rs/Acre/Annum)	Enhanced by / Acceleration in Percentage (%)	Rates Applicable for the Year (Rs/Acre/Annum)	
(i)	(ii)	(iii)	(iv) = ((ii)+(iii) X 0.05)	(v) =((iv) X (A))
1 st year payment within 21 days of the date award of contract	11000	0	11000	55000000
2 nd year payment within 14 days at the beginning of year	11000	0	11000	55000000
3 rd year payment within 14 days at the beginning of year	11000	5	11550	57750000
4 th year payment within 14 days at the beginning of year	11550	5	12127.5	60637500
5 th year payment within 14 days at the beginning of year	12127.5	5	12733.875	63669375
6 th year payment within 14 days at the beginning of year	12733.875	5	13370.56875	66852843.75
7 th year payment within 14 days at the beginning of year	13370.56875	5	14039.09719	70195485.94
8 th year payment within 14 days at the beginning of year	14039.09719	5	14741.05205	73705260.23
9 th year payment within 14 days at the beginning of year	14741.05205	5	15478.10465	77390523.25
10 th year payment within 14 days at the beginning of year	15478.10465	5	16252.00988	81260049.41
11 th year payment within 14 days at the beginning of year	16252.00988	5	17064.61038	85323051.88
12 th year payment within 14 days at the beginning of year	17064.61038	5	17917.84089	89589204.47
13 th year payment within 14 days at the beginning of year	17917.84089	5	18813.73294	94068664.7
14 th year payment within 14 days at the beginning of year	18813.73294	5	19754.41959	98772097.93



15 th year payment within 14 days at the beginning of year	19754.41959	5	20742.14057	103710702.8
16 th year payment within 14 days at the beginning of year	20742.14057	5	21779.24759	108896238
17 th year payment within 14 days at the beginning of year	21779.24759	5	22868.20997	114341049.9
18 th year payment within 14 days at the beginning of year	22868.20997	5	24011.62047	120058102.4
19 th year payment within 14 days at the beginning of year	24011.62047	5	25212.2015	126061007.5
20 th year payment within 14 days at the beginning of year	25212.2015	5	26472.81157	132364057.9
21 st year payment within 14 days at the beginning of year	26472.81157	5	27796.45215	138982260.7
22 nd year payment within 14 days at the beginning of year	27796.45215	5	29186.27476	145931373.8
23 rd year payment within 14 days at the beginning of year	29186.27476	5	30645.58849	153227942.5
24 th year payment within 14 days at the beginning of year	30645.58849	5	32177.86792	160889339.6
25 th year payment within 14 days at the beginning of year	32177.86792	5	33786.76132	168933806.6
	Total Amount in Rs. (In 25 Years)			250,26,09,938.0



SECTION – IV

(C) ADDITIONAL INFORMATION

1. Name & Address of Bidder:
2. PAN Number of the Bidder:
3. GST Number:
4. Name & Address of Banker of the Bidder:
 - i) Name of the Bank:
 - ii) Address of the Branch:
 - iii) Phone No.:
5. State whether business dealing with you has been banned by any Central/ State Government Organization? If so, give details.
6. Details of the bidder in case of MSME:
 - i) Type of Enterprise (Micro/Small/Medium) :
 - ii) Manufacturing/Service Organization:
 - iii) Social Category of Entrepreneur:
 - iv) MSME Registration Number (Proof to be attached):
 - v) MSME Registration Certificate Date:

.....
[Signature with date, name and designation]
For and on behalf of Messrs

.....
[Name & address of the Bidder]



SECTION – IV
(D) NEFT MANDATE FORM

From: M/s.

Date:

To,

General Manager (F&A)
Hindustan Salts Limited
Jaipur (Rajasthan)

Sub: NEFT PAYMENTS

We refer to the NEFT being set up by HSL. For remittance of our payments using RBI's NEFT scheme, our payments may be made through the above scheme to our under noted account.

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATAE FORM

Name of City	
Bank Code No.	
Bank 's name	
Branch Address	
Branch Telephone / Fax no.	
Supplier's Account No.	
Type of Account	
IFSC code for NEFT	
IFSC code for RTGS	
Bidder's name as per Account	
Telephone no. of Bidder	
Bidder's E-mail ID	

.....
[Signature with date, name and designation]
For and on behalf of Messrs
.....



PART-2:

SCOPE OF WORKS / SERVICES



Section-V

Scope of Works/ Services

1. Background and Present Status:

Hindustan Salts Limited (HSL), Kharaghoda is having 23000 acres of land in Little Runn of Kutch which is rich in brine for salt production and thereafter Bromine & Magnesium production.

Liquid Bromine is produced from the mother liquor called Virgin Bittern (VB), which is by-product after production of salt. After extraction of Bromine the De- Brominated Bittern (DBB) is released. The DBB is utilised for the production of Magnesium Chloride ($MgCl_2$).

This VB and DBB are stored in large reservoirs available at site. Currently a Bromine Plant with production capacity of 1.5 -2 MT/Day and Magnesium Chloride ($MgCl_2$) plant of capacity 22-25 MT/Day are under operation at HSL, Kharaghoda. Company has also installed 2000 Kg/hr. (F&A 100°C, Temp. 184°C), 10.54 Kg/cm² (g) pressure, saturated steam temperature Multi-fuel FIRED Fire tube package Boiler & its auxiliaries, at Bromine Plant, Kharaghoda and the Boiler is operative since November, 2016. Presently Bromine Plant, Magnesium Chloride plant and Boiler are running satisfactorily at site. A bromine plant of capacity 2 MT/Day is under installation at site. Company has a Go-down with semi-constructed structure for a salt refinery.

The location of existing railway siding, Virgin Bittern and De-brominated bittern reservoirs, plant compounds alongside about 23000 acres of land rich in brine for salt production are at the most vantage position and faces entire expanse of the Runn.

Kharaghoda (Gujarat) is located 100 kms from Ahmedabad situated in the sub-tropical arid/semi-arid climatic zone of India. This region experiences extremes of climate during the year with hot and oppressive summers and cold and dry winters. The summer months of May and June can be extremely hot with mean monthly temperatures of more than 35°C while the maximum temperature can sometimes reach up to 50° C. The sky remains clear during major part of the year except during few dust storms due to winds that overrun the region in the summer months

The location and topography of HSL-Kharaghoda is suitable for Development of Solar PV Power Plant. As a part of this endeavour, HSL has decided to undertake the online bidding process and invite offers from interested parties / Public Sector Undertakings / Govt. bodies / Companies / Legal Entity / Domestic as well as International Private Entrepreneurs for Development of solar power project at Kharaghoda in Distt. Surendernagar (Gujarat).

- 1.1 Successful bidder and his legal heirs will be responsible to Hindustan Salts Limited during the validity of contract period for execution of contract as per prescribed terms and conditions of contract.
- 1.2 Successful bidder and his legal heirs will also be responsible to Hindustan Salts Limited even after closure of contract period to bear liabilities (i.e. financial or any other whatsoever of any kind) related with the contract for which successful bidder was responsible during execution of contract.

**2 SCOPE OF WORKS / SERVICES FOR DEVELOPMENT OF SOLAR PV POWER PROJECTS OF CUMULATIVE CAPACITY OF 1000 MW AND ASSOCIATED FACILITIES.**

- 2.1 Successful Bidder will be responsible towards Design/ Development, Construction, Installation and commissioning and sale of power of **SOLAR PV POWER PROJECTS OF CUMULATIVE CAPACITY OF 1000 MW AND ASSOCIATED FACILITIES.**
- 2.2 The successful Bidder shall take full responsibility for the Planning, Design & Engineering and execution of entire Civil, Electrical, Mechanical, Chemical and other associated works for development of Solar Power Project, including supply, transportation & storage and installation, testing & commissioning of all equipment, Plant & Machinery. Civil works will include site preparation work like levelling etc. for installation of solar panels and Construction of relevant power storage and transmission devices and equipment. Further Civil works will also include Construction of buildings for accommodating Engineers and staff for maintenance and upkeep of solar panels. The workmen and suppliers engaged by successful bidder for execution of works/services must be having sufficient past experience for execution of such works.(Experience as per the technical qualification as mentioned above)
- 2.3 Bidder can install the solar power plant in the area as per their requirement and / OR AVAILABILITY OF Power Purchase Agreement or Feasibility.
- 2.4 All the cost associated with Design, Development, Installation, Commissioning of Solar PV Power Plant shall be in the scope of successful bidder.
- 2.5 Sole responsibility for sale of generated power from Solar Power Plant lies with the successful bidder. HSL will not be responsible for sale of power.
- 2.6 The complete investment in terms of Input Cost of plants, auxiliaries, repair/ refurbishment of reservoir transportation, fuel, electricity and all allied expenditures including Successful Bidder's manpower and any other input cost for generation and sale of power shall be in the scope of Successful Bidder.
- 2.7 Required area of land of HSL in Little Runn of Kutch (LRK) can be utilised for Installation of Power Plant by successful bidder only with prior approval of HSL. The distribution of Land for Plants, Generation of Power & other utilities will be done by HSL to comply overriding statutory requirements & future requirement of HSL from time to time.
- 2.8 Suitable Land (5000 Acres Land) for installation of power plant shall be provided by HSL to the successful bidder from time to time as deemed fit and as per availability & suitability to facilitate installation of solar power plant.
- 2.9 The successful bidder is allowed to sell the power through PPA with Central /State / Local Government or Private entities / open market.
- 2.10 All the cost associated with Design, Development, Installation, Commissioning of solar plants and Associated Facilities Utilising Existing Infrastructure shall be in the scope of successful bidder.
- 2.11 Sole responsibility for arrangement of water for site construction and cleaning modules as part of the shall be responsibility of bidder.



- 2.12 Power requirement during project construction may be catered from distribution utility through a temporary construction substation of suitable size or by an appropriately sized diesel generator set.
- 2.13 Govt. of India guidelines, MNRE Guidelines, Make in India policy, Domestic Content Requirement policy of Govt. of India, DPIIT Guidelines and all other Government prescribed regulation of Central as well as State Government to be followed.

3.0 CONTRIBUTION OF HSL

- 3.1 Company would contribute only its resource i.e. requisite land which is available at the Kharaghoda unit for execution of Solar Power Project.
- 3.2 If additional land will be required by the successful bidder for the said project or enhancement of power project capacity , Per Acre per annum rates finalized as a result of tender+ Applicable Taxes including GST will be applicable . The decision of HSL will be final in the regard
- 3.3 HSL will provide administrative support for the project wherever required, however sole responsibility for successful commissioning of project and Sale of Generated Power i.e. Signing of Power Purchase Agreement (PPA) will be the sole responsibility of successful bidder.

.....
[Signature with date, name and designation]
For and on behalf of Messrs
.....
[Name & address of the Bidder]



- 3. General Scope of Work applicable to Successful Bidder:**
- 3.1. The cost of civil work, electrical works, lighting, electrical panel box with requisite items, materials, equipment, labour, transportation, installation, testing, commissioning etc. with taxes, octroi and other duties, lead, lift, loading and unloading, freight, and all other charges necessary for the completion of the work to the entire satisfaction as per good industry standards are in the scope of bidder.
 - 3.2. The Bidder shall bear all costs associated with construction of all infrastructural facilities namely site camps, colonies, offices, stores required for the staff & labour deployed by successful bidder at site, cost of construction equipment, mobilization/ installation thereof, storage areas etc. not specifically mentioned but required for execution of works/services at site.
 - 3.3. The electric power during the operation and maintenance of plants execution of works, installation, construction and testing period shall be provided by HSL as per availability but cost of the same shall be reimbursed by the successful bidder to HSL on actual basis. HSL will only provide the power sources, however the cables or any other equipment for transmitting the power at site of work, shall be arranged by the successful bidder. In case the power is not available with HSL, the arrangement of the same shall be made by the successful bidder at its own cost and the execution of works shall not be delayed for the same.
 - 3.4. The arrangement of water during the construction period and further operation and maintenance of plants shall be in the scope of successful bidder only.
 - 3.5. It will be imperative for each Bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the Works covered under the Scope of Works and this Document.
 - 3.6. The work shall be executed by successful bidder strictly under permissible statutory guidelines of Government of India / State Government of Gujarat / as applicable. The scope of work mentioned in this document, applicable codes and prescribed industry standards must also be adhered by the successful bidder.
 - 3.7. The Bidder shall be governed by all the relevant laws, rules, regulations, guidelines of Govt. of India, Govt. of Gujarat and its departments/bodies.
 - 3.8. In their own interest, the Bidders are particularly, requested to familiarize themselves with all the Indian Laws/Regulations/Guidelines affecting their Bids. The HSL shall not entertain any request for clarifications from the Bidders, regarding such statutory provisions.
 - 3.9. The materials/goods/services/works executed by the successful bidder must mandatorily be having Domestic Content Requirement component i.e. manufactured in India only in pursuance of the Make in India initiative of Government of India. The successful bidder shall adhere with the provisions of "The Public Procurement (Preference to Make in India) order 2017" or any statutory amendment thereof, as applicable during the contract period.
 - 3.10. The works / services mentioned shall be executed by successful bidder as stipulated/directed in this document but the fact that Hindustan Salts Ltd. is and will remain absolute owner of Land.



- 3.11. Land for installation of Development of solar plant and associated facilities will be provided by HSL during contract period to the successful bidder as per feasibility report or as mutually agreed catering to the requirement of work only. Land area and Location of solar plant and associated facilities (like Go-down, Office etc.) shall be fixed only with the prior approval of HSL representatives.
- 3.12. However, land provided for execution of works by HSL cannot be used by successful bidder for raising funds for the project. HSL will not be responsible or held liable for any re-payment of loans / funds raised by the successful bidder from any Financial Institutions/Banks/Any other bodies for execution /in relation with this contract. All such liability for re-payment of loans / funds will be borne by the successful bidder only.
- 3.13. Remaining land and infrastructure which is not utilized by successful bidder for any purpose and also do not form part of any of the plants, will be utilized by HSL for commercial purposes as deemed fit by HSL, during contract period.
- 3.14. Notwithstanding anything in this contract above to the contrary, in the event at any time during the term of the contract no right (i.e. tangible and intangible) shall be created in favor of the successful bidder towards properties, assets and Land of the HSL, in the operations of business, security interests, pledges, easements or encumbrances, lease or sub lease or lien of any kind whatsoever.
- 3.15. All type of costs including Taxes and Duties, whether explicitly mentioned in this bid document or not, but which are required to be incurred for execution the works / services as per Scope of Work mentioned in this document shall be borne by the successful bidder only, HSL will not bear any cost except Salary of HSL's Manpower, Income Tax as applicable.
- 3.16. Successful bidder will be responsible for timely obtaining all the requisite approvals, clearances, licenses as applicable from various State/ Central Government Departments (including Environment Department, Forest Department, Director Industrial Safety & Health, Gujarat State Pollution Control Board etc.) for Installation & Commissioning and thereafter operation of all newly commissioned Solar PV Power Plants at HSL-Kharaghoda site. Approvals/clearances/licenses whatsoever in the name of Successful bidder will not be valid after foreclosure /closure/ termination of valid contract period.
- 3.17. Successful bidder shall be responsible for disposal of waste including unused/used solar panels or used fixtures during the currency of contract period and after completion of contract period, as per norms prescribed norms of Govt. of India / Gujarat State Pollution Control Board etc.) as applicable from various State/ Central Government Departments for operation of Solar Power Plants at HSL-Kharaghoda site. No unused/used solar panels or used fixtures are to be stored at the site allocated for operational use of solar panels**
- 3.18. Successful bidder will be responsible submission of plans, maps on required scale, studies and any other relevant documents required for obtaining statutory approvals/clearance to the applicable authorities for existing infrastructure belonging to HSL as well for new infrastructure commissioned by successful bidder. All Documents will be submitted by Successful bidder to concerned authority, only after prior approval of HSL. If any document is submitted by Successful bidder to any authority without prior approval of HSL, then HSL will not be responsible for the consequences of the



same. In case of any loss to HSL by submission such documents by Successful bidder, the same shall be recovered from the Successful bidder by HSL.

However, any delay in processing of approval, clearances, licenses on part of Statutory Bodies shall not be attributable to successful bidder and no penalty / Liquidated Damage (LD) will be applicable in this case.

- 3.19. HSL will only support (i.e. providing and completing documents) as Owner (i.e. case of Assets & plants belonging to HSL) of the Project or wherever applicable for obtaining requisite approval, clearances, licenses, however, liaisoning with concerned State/ Central Government Department /Institute and obtaining the required approval will be the responsibility of successful bidder.
- 3.20. The approvals, clearances, licenses from the concerned State / Central Govt. Department for Installation & Commissioning and Operation of Solar PV Power Plants should be maintained in "VALID" condition at all times by the successful bidder during the contract period. All periodic and timely RENEWALS for such approvals, clearances and licenses shall be obtained by the successful bidder from time to time. A copy of such documents has to be submitted in the office of General Manager (Works)-HSL, Kharaghoda within seven days of the receipt from concerned authorities.
- 3.21. A copy of approvals, clearances, licenses etc. are required to be submitted to the office of General Manager (Works)-HSL, Kharaghoda within seven days of the receipt from concerned authorities.
- 3.22. Deliberate delay in submission of ORIGINAL / COPY of approvals, clearances, licenses to HSL- Kharaghoda unit by successful bidder shall lead to imposing of penalty from performance security @ Rs.500/ day which shall be deducted from the Performance Security.
- 3.23. If any Penalty / claims / Liability (i.e. Financial or Any Other Kind whatsoever) is imposed by the concerned authority (i.e. Any Department of State Government of Gujarat/Government of India, Environment Department, Forest Department, Labour Department etc.) at any stage (i.e. during pre- development, operation, closure etc.) due to delay in submission of any documents or due to violation of rules or whatsoever any reason, successful bidder will be responsible to bear the same and also to take corrective action as required to remove the violation. If due to any statutory responsibility / obligation the HSL deposits the amount of penalty / clears the liability imposed by concerned authority, then the same shall be recovered immediately from the successful bidder and deposited with HSL.
- 3.24. If any penalty, is charged by the concerned authority/statutory bodies due to delay in periodic renewal etc. then the same shall be paid by the successful bidder.
- 3.25. In case if any financial liability on HSL is created as per statutory provisions (whatsoever of any kind) due to any reasons attributable to the successful bidder, then the same shall be borne by successful bidder only.
- 3.26. In case if any penalty /claims/ liability (i.e. Financial or Any Other Kind whatsoever) is imposed by the concerned authority (i.e. Any Department of State Government of Gujarat/Government of India, Environment Department, Forest Department, Labour Department etc.) as per statutory provisions or violations or whatsoever any reasons during valid contract period and even after completion of contract period / foreclosure



of contract period due to any reasons attributable to the successful bidder, then the same shall be borne by successful bidder only. If due to any statutory responsibility / obligation the HSL deposits the amount of penalty / clears the liability imposed by concerned authority, then the same shall be recovered immediately from the successful bidder and deposited with HSL.

3.27. DURATION OF CONTRACT:

3.27.1. Period of contract shall be **25 Years** from the date of issue of letter of acceptance. The date of commencement of contract shall be considered from date of handing over of site to successful bidder.

3.27.2. On completion of contract period, one of following options can be exercised by HSL:

- i) Extend the contract by five more years on mutually agreed terms and conditions for enhanced Fixed charges.
- a) If no mutual agreement for contract extension is achieved between the successful bidder and HSL before the date of expiry of contract, then contract shall be terminated at the completion of contract period. In such case Successful bidder will dismantle and take away the solar plant, with compliance of all prescribe statutory norms including related with waste management and hand over the Assets belonging to HSL including Land in the original condition. The maximum time period given to the successful bidder for dismantling and removal of solar plant will be 240 days from the date of termination of contract. If the solar plant is not removed within 240 days of termination of contract then Liquidated damages as per Clause 4.1 (c) of Section VII will be applicable.

3.27.3. However not withstanding anything mentioned in above clauses 3.27.1 & 3.27.2 if during the contract period, Successful Bidder commits default mentioned in these bid documents, then company reserves the right to cancel the Contract / not extend the contract for further period as deemed fit at time of default committed by the Successful Bidder. Performance deposit on such cancellation of Contract will be forfeited by the company.

3.27.4. All the assets created by the successful bidder shall be evaluated by the authorized Government Approved Valuator within three months of commencement of sixth (6th), eleventh (11th) and sixteenth (16th) year of contract catering to depreciated value of all such assets. The cost of such valuation shall be borne by the successful bidder.

3.27.5. For the purpose as mentioned in above Clause 3.29., One year before the completion of contract period i.e. within last six months of 24th year complete evaluation of Assets created by successful bidder shall be again done through authorized Government Approved Valuator wherein the depreciation on all such assets will also be catered and depreciated value of all such assets as on date will be arrived and provided to HSL. Cost of this valuation will be borne by the successful bidder.



3.28. Integrity Pact as per the prescribed proforma of HSL shall be signed by the successful bidder with HSL, as and when, the same is made applicable to HSL by concerned Government authority like Ministry of Heavy Industries, Govt. of India.

3.29. **Back to back contract /(s) is/ are not allowed in this tender.**

.....
[Signature with date, name and designation]
For and on behalf of Messrs
.....
[Name & address of the Bidder]

**5.0 SCOPE OF WORKS / SERVICES APPLICABLE FOR****i) OPERATION AND MAINTENANCE OF SOLAR PV POWER PLANTS.**

- 5.1. OPERATION** shall mean OPERATION OF Solar PV Power Plant effectively and continuously without hindrance or break down.
- 5.2. MAINTENANCE of Equipment / Machines etc. shall include (A) Daily (B) Weekly (C) Monthly (D) Quarterly and (E) Annual maintenance as per applicable governing standards/ industrial practices including repair and replacement as applicable.**
- 5.3. For the proper operation and preventive maintenance, the Successful Bidder has to prepare and execute the (A) Daily (B) Weekly (C) Monthly (D) Quarterly and (E) Annual schedule as per requirement. This must include keeping the equipment as well surrounding area neat and clean.
- 5.4. The entire operational, maintenance and repair costs will be borne by the Successful Bidder.
- 5.5. Undertake all the formalities with due support of HSL to get the statutory permission from the respective body in accordance with the applicable rules like Factory Act and also obtain the necessary clearances (Pollution/Environment clearance etc.) from respective agencies prior to commencement of Installation of Solar PV Power Plant in HSL Kharaghoda premises.
- 5.6. HSL is not bound to provide any manpower. Support of existing manpower will be provided by HSL wherever possible, however successful bidder shall be responsible for arrangement of requisite manpower as per requirement of operations. No replacement manpower will be provided on retirement of the existing manpower of HSL. The workmen engaged by successful bidder for operations must be having sufficient past experience for execution of such works.
- 5.7. Successful Bidder shall also undertake Operation & Maintenance of all allied facilities.
- 5.8. The Successful Bidder shall prepare/ update design documents, maintenance schedule and inventory list for proper operation and maintenance activities.
- 5.9. The Successful Bidder shall be responsible to stock up required logistics both machinery and general nature required towards round the year operation and maintenance of solar pv power plants and associated facilities.
- 5.10. At all times solar plant to be run at optimum capacity as per existing norms.
- 5.11. Successful Bidder shall be liable to complete all statutory requirements on behalf of HSL and thereafter continue to adhere for the same as per extant policies. All necessary support will be provided by HSL towards same.
- 5.12. All Quality Control checks/ requisite standards of machinery, of solar plants, will be sole responsibility of Successful Bidder as per extant policies. The Successful Bidder will forward relevant report periodically as per schedule to HSL/ Government authorities as and when required.



- 5.13.** The scope of work as mentioned herein are the minimum expected from the successful bidder apart from break-down maintenance work and any other work required for operation and comprehensive maintenance work and any other work required for operation and comprehensive maintenance of solar plants with allied accessories the scope also includes the proper operation and comprehensive maintenance of fuel storage and handling system.
- 5.14.** The Successful Bidder has to carry out the preventive maintenance on each item of the equipment and system as per the best of engineering practices and operation and maintenance manual of respective equipment as per applicable standards. The break down repairs has to be carried out with the utmost speed to bring back the system into operation immediately to avoid production losses.
- 5.15.** The operation & routine maintenance of water softening plant are included in the scope of work.
- 5.16.** Gujarat Pollution control board for gaseous emission rules and other statutory engineering practices to be followed by successful bidder.
- 5.17.** All types of major and minor maintenance works including rewinding of motors/pumps, repair /replacement of equipment's/parts (if any) are in the scope of Successful Bidder only.
- 5.18.** Successful Bidder shall be responsible to provide sufficient manpower round the clock for the operation and maintenance of Plats /Equipment / Machines etc. as per the scope of work.
- 5.19.** The manpower provided by the Successful Bidder must be having the requisite qualification and past experience for operation and maintenance of Solar plats /Equipment / Machines etc.
- 5.20.** Successful Bidder shall follow all the Standard Operating Procedures for operations and maintenance of equipment's and machineries.
- 5.21.** Successful Bidder shall maintain proper safety standards during the operations and maintenance of solar plats/ Equipment / Machines etc. and shall also provide appropriate safety gears to his staff and manpower deputed at site during operations.
- 5.22.** Successful Bidder shall be responsible to cover all the manpower provided by him for Operation & maintenance of Equipment / Machines etc. under appropriate Insurance Scheme, so that all claims due to damages, accidents etc. (if any), shall be covered in the said scheme.
- 5.23.** Successful Bidder has to agree to indemnify the company from any or all claims for damages that may result during the operation and maintenance of the Equipment / Machines Solar PV Power Plant or any other operations etc., by the Successful Bidder during the contract period.
- 5.24.** All motor and pumps repairing and rewinding job/purchase new one if required shall be in scope of successful bidder only.



- 5.25. All type of labour based work including maintenance and welding work shall be in scope of successful bidder.
- 5.26. All the requisite material including consumables, tools and tackles, fuel and spares etc. for operation and maintenance of Solar plants / Equipment / Machines etc. shall be in scope of Successful Bidder. The consumable and spares must be of standard quality and comply standards as applicable. Proper records for the use of consumable and Spares i.e. entry in requisite record books of stores and entry gate of plant is to be maintained. The record for scrap released from the replacement /repair works of plant should be informed by the Successful Bidder and updated at stores of plant.
- 5.27. General clean up-keep of Office space, plant & other working area on daily basis.
- 5.28. **MAINTENANCE OF RECORDS** :The Successful Bidder has to maintain the following records:
- 5.28.1. Attendance Register of the Staff Deployed by the Successful Bidder. It is also responsibility of Successful Bidder that unauthorized person should not enter in the plant areas .
- 5.28.2. Daily/weekly/monthly preventive and overhaul maintenance register cum-log book for the plant with date and time of replacement of spares / parts / equipment as applicable.
- 5.28.3. Inspection Register
- 5.28.4. All the above mentioned Registers shall be checked by the Engineer-in Charge/or by authorized Representative of HSL.
- 5.28.5. Other record required under relevant level.
- 5.29. **Accommodation for Manpower of Successful Bidder:**
- 5.29.1. Accommodation(if available) shall be offered by HSL on following terms & conditions:
- 5.29.2. Manpower engaged during installation and further Operation and Maintenance: Accommodation shall be provided on monthly rental basis.
- 5.29.3. Executives at management level of the Successful Bidder: Rest house (if available) shall be provided on daily rent basis.
- 5.29.4. However, food and all for above shall be provided on actual cost basis as available.
- 5.29.5. All the charges have to be paid by the Successful Bidder within 10 days of presentation of bill.
- 5.29.6. Creation and availability of adequate Rest Rooms and toilets at site as per the prescribe norms and Regulations is the responsibility of successful bidder. All costs related with the same shall be responsibility of successful bidder.
- 5.30. **SAFETY, SECURITY AND PROTECTION OF THE ENVIRONMENT**: The Successful



Bidder shall, throughout the contract period during execution and completion of the Works and the remedying of any defects therein:

- 5.30.1. have full regard for the safety of all persons and the works (so far as the same are not completed or occupied by HSL's department),
- 5.30.2. provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer-in-Charge for the protection of the Works and fencing of solar plant areas or for the safety and convenience of the public or others,
- 5.30.3. take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation,
- 5.30.4. ensure that all lights provided by the Successful Bidder shall be screened so as not to interfere with any signal light of the railways or with any traffic or signal lights of any local or other authority.
- 5.31. **DEWATERING:** Adequate de-watering arrangements to address unforeseen large ingress of water in working area shall be the responsibility of successful bidder towards ensuring safety of personnel & equipment in the mine.
- 5.32. **DRESS / SAFETY GEARS:** Successful bidder shall provide its staff and workers proper dress and safety gears suitable as per site conditions.
- 5.33. **WASTE DISPOSAL:** Successful Bidder shall be responsible for the Waste Disposal both solid and liquid as per the prescribed local norms of the area.
- 5.34. Service roads , foot path lane and street lights may be developed in plant area by Successful bidder on requirement basis. Cost for the same will be borne by Successful bidder only.

.....
[Signature with date, name and designation]
For and on behalf of Messrs

.....
[Name & address of the Bidder]



6.0 AMOUNT PAYABLE FOR UTILISATION OF RESOURCES OF HSL-KHARAGHODA

- a. Successful bidder is required to pay HSL amount against the utilisation of resources of company i.e. land of about 5000 Acres on Per Acre Per Annum basis.
- b. For receipt of amount Hindustan Salts Limited will raise the Invoice to the Successful Bidder on the rates finalized as a result of tender+ Applicable Taxes including GST.
- c. The payment Amount for the first year of contract only has to be paid by the contractor within 21 Days of the date of award of the contract. The subsequent payment of this amount will be paid within 14 (fourteen days) days at the beginning of every year.
- d. The amount finalized as a result of this tender shall remain unchanged during Two years of the contract and then shall be enhanced thereafter for every year @ 5% per annum of the previous year (On compound basis).
- e. Bidder can install the solar power plant in the area as per their requirement and / OR AVAILABILITY of Power Purchase Agreement or Feasibility. However the amount finalised as a result of this tender and payable to company for 5000 Acres of Land , must be deposited within stipulated time period, without any delay.

.....
[Signature with date, name and designation]
For and on behalf of Messrs

.....
[Name & address of the Bidder]



PART-3

CONDITIONS OF CONTRACT



SECTION – VII
GENERAL CONDITIONS OF CONTRACT (GCC)

TABLE OF CLAUSES

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2	Bid Security / Earnest Money Deposit (EMD)
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4	Payment of EMD along with the Tender
5	MSEs Bidders
6	Security Deposit
7	Differences Or Dispute
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10	Recession And Cancellation of Contract
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17	Canvassing is Prohibited
18	Maintenance of Discipline by the Successful Bidder
19	Governing Laws And Right of Indemnity of the Company
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SECTION – VII

GENERAL CONDITIONS OF CONTRACT (GCC)

DETAILED TENDER NOTICE AND THE TERMS AND CONDITIONS OF THE CONTRACT WHICH WILL BE BINDING ON THE PARTIES ON ACCEPTANCE OF THIS TENDER/OFFER

In addition to above sections & clause the following terms and conditions will apply to the contract.

1. DEFINITIONS AND INTERPRETATION

Wherever used in this contract and / or in any of the Annexure hereto, unless the context shall otherwise require, the following terms shall have the following meanings. -

- 1.1. "COMPANY" or "HSL": shall mean "Hindustan Salts Limited", A Company within the meaning of Companies Act, 1956 having its Registered Office at Hindustan Salts Limited (A Government Enterprise), G-229, Sitapura Industrial Area, Jaipur-302022, Rajasthan, India and shall include its lawful successors and assignees.
- 1.2. "BIDDER": shall mean Individual/Firm/Company.
- 1.3. "CONTRACT": shall mean the Terms and Conditions as per the Tender Documents and SUBSEQUENT AMENDMENTS THERETO, if any, agreed in writing by the parties hereto on the basis of which the Bidder shall carry out the work arising out of this tender.
- 1.4. "APPROVAL OF COMPANY": shall mean the written approval of the Chairman & Managing Director of the Company or any person(s) authorized by him for this purpose.
- 1.5. Words denoting masculine gender or singular number shall also include the feminine gender and plural number and Vice - Versa where the contract so requires or permits.
- 1.6. "GOVERNMENT APPROVED VALUATOR": shall mean individual or Entities having a valid Insolvency and Bankruptcy Board of India (IBBI) registration number under appropriate Asset Class.
- 1.7. Development:-Design, Supply, Installation, Commissioning, Operation & Maintenance of Solar PV Power Plant including Sale of Generated Power.
- 1.8. Commissioning : Design, Supply, Installation and Commissioning,

2. BID SECURITY /EARNEST MONEY DEPOSIT (EMD):

- 2.1. Following is the Company's account:

Particulars	Details
Bank Name	State Bank of India
Account No.	1089 5679 021
Name	Hindustan Salts Limited
IFSC	SBIN0000409



- 2.2. The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the amount of the EMD.
- 2.3. The public sector companies will not be exempted from submitting EMD until and unless they submit document pertaining to directives of Government of India in this regard of the Tender.
- 2.4. No interest or any other expenses, whatsoever in regard to EMD will be payable by HSL.
- 2.5. The Public Procurement Policy for MSEs order 2012 is applicable
- 2.6. Earnest Money Deposit (EMD) amount is exempted for MSEs in compliance with Public Procurement Policy for MSE's order, 2012, provided that the tendered item is listed in registration certificate. Also the firm needs to provide a proof regarding current registration which should be valid on the date of Tender opening.
- 2.7. MSE firms owned by Schedule Caste/Schedule Tribes entrepreneurs should produce documentary evidence of the same at the time of submitting offer. No claim will be admitted after opening of tender.
- 2.8. MSE firms owned by Women entrepreneurs should produce documentary evidence of the same at the time of submitting offer. No claim will be admitted after opening of tender.
- 2.9. Technical Bids be opened on the date & time of bid opening in the presence of the intending bidders or their Authorized Representatives who may wish to be present.
- 2.10. EMD received after the due date and time of opening of e-Bid/e-Tender or if submitted to any other place other than that mentioned above, shall not be considered and would be liable to be rejected without assigning any reason whatsoever.
- 2.11. HSL shall not be responsible for late receipt of the EMD submitted by any Bidder.
- 2.12. HSL reserves the right to extend the deadline for submission of bids.

3. **SCOPE OF WORK** : As per Section V of the tender documents

4. **PAYMENT OF EMD ALONG-WITH THE TENDER**

4.1 Bidder should submit EMD undertaking as prescribed in this document.

5. **SECURITY DEPOSIT (SD) / PERFORMANCE SECURITY**

The Successful bidder shall have to furnish Security Deposit of **Rs. 12.50 Crore (Rs. Twelve Crore Fifty Lacs)**).

Security Deposit is to be remitted by the successful Bidder, within 21 days from the date of issue of Letter of Acceptance by HSL

In case successful bidder fails to deposit Security Deposit within stipulated time schedule or any extension granted, then company reserves the right to terminate the contract and in such case EMD will be forfeited to HSL.

The Security deposit shall be payable in the form of account payee Demand Draft, RTGS/NEFT, Fixed Deposit Receipt from a commercial bank, bank guarantee issued/confirmed from any of the commercial bank in India in an acceptable form in the name of **Hindustan Salts Limited**. Format



of Bank Guarantee to be submitted as Security Deposit shall be approved by HSL.

Value of Security Deposit should be maintained at all times and remain valid for entire contract period and further till a period of 180 (One Hundred Eighty) days beyond the date of completion of all contractual obligations of the successful bidder. If any partial amount is debited during the contract period for penalty or any other reason, then the same has to be deposited by the successful bidder within the stipulated time as prescribed by HSL, so that value of Security deposit is maintained all times and does not fall below the prescribed value at any point of time.

In case of Bank Guarantee, suitable requisite extension shall be taken by successful bidder from time to time for maintaining and keeping it valid for entire contract period and further till a period of 180 (One Hundred Eighty) days beyond the date of completion of all contractual obligations of the successful bidder .

6.1 Interest will not be allowed on EMD/SD :

In the event of breach of contract on the part of the Bidder the Company will be entitled to forfeit wholly or partially the above amount of Security Deposit with the Company. No interest will be allowed on the EMD /Security Deposit paid in cash/demand draft. The Company further reserves the right to adjust the Security Deposit towards any amount due to the Company from the Bidder and in such event, the Bidder on receipt of notice from the Company, shall make further deposit to restore the Security Deposit to the full amount.

6.2 Refund of Security Deposit :

On satisfactory performance of the contract and on receipt of “**No Dues/No Demand**” certificate from the **General Manager (Works), Hindustan Salts Limited, Kharaghoda, Dist. Surendranagar, Gujarat** the Security Deposit will be refunded to the successful Bidder provided that no claim whatsoever against the Bidder is made and nothing is due from the Bidder and that the Bidder has completed the work to the entire satisfaction of the Company.

6.3 With-holding or forfeiture of Security Deposit:

Without prejudice to the rights of the company to claim damages arising on account of breach of contract under the Contract Act 1972 the Security Deposit shall be liable to be withheld/forfeited wholly or partially at the sole discretion of the Company when the Bidder either fail to fulfil his contractual obligations or to settle in full his dues to the company.

6.4 Recovery from Security Deposit :

The company is empowered to deduct from the Security Deposit or from any other outstanding amount, any sum that may be fixed by the company as being the amount of loss or losses or damages suffered by it due to delay in performance or non-performance of any of the conditions of the contract.

This Security Deposit shall be refunded on the satisfactory completion of the contract certified by **GENERAL MANAGER (WORKS), Hindustan Salts Limited, Kharaghoda, Dist. Surendranagar, Gujarat**. It shall be lawful for the company if any difference or dispute is likely to exist, to defer payment of the Security Deposit or any portion thereof which may be due to the Bidder until such difference and dispute shall have been finally settled or adjusted.

7. DISPUTE RESOLUTION:

7.1 Amicable Resolution

7.1.1 Save where expressly stated to the contrary in this document, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation



to this document, including those arising with regard to acts, decision or opinion of the Hindustan Salts Limited (the "Dispute") and so notified in writing by either Party, shall in the first instance be attempted to be resolved amicably by the representatives of the Parties in accordance with the procedure set forth as below:

- 7.1.2 In the event of any Dispute between the Parties, either Party may call upon the Project Engineer, as the case may be, to mediate and assist the Parties in arriving at an amicable settlement thereof.
- 7.1.3 Failing mediation by the Project Engineer or without the intervention of the Project Engineer, either Party may require such Dispute to be referred to the General Manager (Works), Hindustan Salts Limited-Kharaghoda, Surendranagar (Gujarat) for the time being, for amicable settlement. Upon such reference, the representatives of the Parties shall within 15 (fifteen) days of service of a written notice from one Party to the other Party(ies) (the "Dispute Notice") hold a meeting (the "Dispute Meeting") in an effort to resolve the Dispute in good faith. In the absence of any agreement to the contrary, the Dispute Meeting shall be held at the office of the Hindustan Salts Limited in Kharaghoda and the Dispute may be mutually settled between the parties.
- 7.1.4 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this document promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.
- 7.1.5 **If the Dispute is not amicably settled within 15 (fifteen) days of the Dispute Meeting, either Party may refer the Dispute to conciliation or arbitration in accordance with the provisions of below:**

7.2 Conciliation

- 7.2.1 Failing mediation by the General Manager (Works), Hindustan Salts Limited-Kharaghoda, Surendranagar (Gujarat) or without the intervention of the General Manager (Works), Hindustan Salts Limited-Kharaghoda, Surendranagar (Gujarat), as the case may be, either Party may require such Dispute to be referred to the Chairman and Managing Director of Hindustan Salts Limited for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in 7.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Article.

7.3 Arbitration

7.3.1 Procedure

Subject to the provisions of Sub-Clauses 7.1 and 7.2, any Dispute which is not resolved amicably shall be finally settled by reference to arbitration. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any statutory amendment thereof, as applicable. The expenses of arbitration shall be borne equally by both the Parties.

7.3.2 Arbitration Tribunal

There shall be a tribunal of three arbitrators, of whom each Party shall appoint one, and the third arbitrator shall be appointed by the two arbitrators so selected who shall act as the presiding arbitrator. If a party fails to appoint an arbitrator within thirty days from the receipt of a request to do so from the other party; or the two appointed arbitrators fail to agree on the third arbitrator within



thirty days from the date of their appointment, the appointment shall be made, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendment thereof, as applicable.

7.3.3 Place of Arbitration

The place of arbitration shall ordinarily be Jaipur (Rajasthan) but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

7.3.4 Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings. Any party using other than English as language shall supply the other party an authorized transcript of true translation of its submissions into English at its costs and expenses.

7.3.5 Time limit for arbitral award: In accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any statutory amendment thereof, as applicable.

7.3.6 Subject to the afore stated conditions, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.

7.3.7 Decision making by tribunal of arbitrators:

- (i) Unless otherwise agreed by the parties, in arbitral proceedings with more than one arbitrator, any decision of the arbitral tribunal shall be made by a majority of all its members.
- (ii) Notwithstanding sub-section (i), if authorised by the parties or all the members of the arbitral tribunal, questions of procedure may be decided by the presiding arbitrator.

7.3.8 Enforcement of Award

- (a) The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Article 24 shall be final and binding on the Parties as from the date it is made, and the Successful bidder and the Hindustan Salts Limited agree and undertake to carry out such Award without delay subject to the rights of the aggrieved parties to secure relief from any higher forum.
- (b) The Successful bidder and the Hindustan Salts Limited agree that an Award may be enforced against the Successful bidder and/or Hindustan Salts Limited, as the case may be, and their respective assets wherever situated.
- (c) This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

7.4 Performance during Dispute Pending the submission of and/or decision on a Dispute and until the arbitral Award is published, the Parties shall continue to perform their respective obligations under this Agreement/document without prejudice to a final adjustment in accordance with such Award.

7.5 Adjudication by Regulatory Authority or Commission In the event of constitution of a statutory regulatory authority or commission with powers to adjudicate upon Disputes between the Successful bidder and Hindustan Salts Limited, all Disputes arising after such constitution shall, instead of reference to arbitration under Article 7.3, be adjudicated upon by such regulatory authority or commission in accordance with the Applicable Law and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the Parties



hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or High Court, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.

7.6 The provisions of “Micro, Small & Medium Enterprise Development Act, 2006 and the Micro and Small Enterprises (MSEs) Order, 2012” (as amended from time to time), shall be applicable to the parties.

7.7 Relief for Unforeseen Events

7.7.1 Upon occurrence of an unforeseen event, situation or similar circumstances not contemplated or referred to in this Agreement, and which could not have been foreseen by a prudent and diligent person (the “**Unforeseen Event**”), any Party may by notice inform the other Party of the occurrence of such Unforeseen Event with the particulars thereof and its effects on the costs, expense and revenues of the HSL and Successful Bidder. Within 15 (fifteen) days of such notice, the Parties shall meet and make efforts in good faith to determine if such Unforeseen Event has occurred, and there upon deal with it in accordance with the provisions of this Clause 7.7

7.7.2 Upon determination of the occurrence of an Unforeseen Event, either party can make a reference to a Board of Directors of Hindustan Salts Limited (HSL).

7.7.3 The Board of Directors of HSL shall satisfy itself that -

- (a) an Unforeseen Event has occurred;
- (b) the effects of such Unforeseen Event cannot be mitigated without a remedy or relief which is not contemplated in the Agreement; and
- (c) the Unforeseen Event or its effects have not been caused by any Party by any act or omission or its part,

and if Board of Directors of HSL is satisfied that each of the conditions specified hereinabove is fulfilled, it shall issue an order to this effect and allow both the parties i.e. HSL (to be represented by Engineer (In-charge)/General Manager (Works), HSL-Kharaghoda) and the authorised representative successful bidder to present the matter on date, time and place as deemed fit.

7.7.4 Upon completion of the proceedings referred to in this Clause 7.7.3, the Board of Directors of HSL may by a reasoned order make recommendations which shall be:

- (a) based on a fair and transparent justification;
- (b) no greater in scope than is necessary for mitigating the effects of the Unforeseen Event;
- (c) of no greater duration than is necessary for mitigating the effects of the Unforeseen Event; and
- (d) quantified and restricted in terms of relief or remedy.

7.7.5 Within 15 (fifteen) days of receiving the order referred to in Clause 7.7.4, the Parties shall meet and make efforts in good faith to accept, in whole or in part, the relief or remedy recommended by the Board of Directors of HSL for mitigating the effects of the Unforeseen Event and to procure implementation of the Project in accordance with the provisions of this tender. In pursuance hereof, the Parties may, enter into a Memorandum of Understanding (the “**MoU**”) setting forth the agreement reached hereunder, and the terms of such MoU shall have force and effect as if they form part of the Contract.



7.8 JURISDICTION

Subject to above clause 7.1 to 7.7, it is hereby agreed that all actions at law or suits arising out of or in connection with this contract or the subject matter thereof whether as to construction or otherwise shall be instituted in court of competent jurisdiction at Jaipur in the State of Rajasthan, India.

8 FORCE MAJEURE

In case either of parties fail, to full fill, in time, then, respective contractual obligation owing to future beyond their control like Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster, pandemic), war, invasion, act of foreign enemies, hostilities, civil war, rebellion, strike, from time to time for performance of such obligation/responsibility shall automatically extended for the period of force majeure. Provided force majeure is established & one party shall inform to the other party for such occurrence but no one party shall blame other party and claim by the successful bidder due to force majeure condition, & both parties mutually agree to further course of action.

9 RECESSION AND CANCELLATION OF CONTRACT

In case the Bidder fails to complete the contract as stipulated in the contract or any revision and if the company apprehends the performance to be below average then the Company reserves the right to rescind the contract and recover from the said Bidder the loss, if any incurred by the Company in doing so apart from his liability under clauses of the contract.

10 RISK & COST CLAUSE :

Without prejudice to the rights of the company and notwithstanding the obligations of the Successful bidder under the contract arising from the acceptance of this tender or the revise offer or counter offer in response to this tender or in consequences of this NIT in the event of any failure on the part of the successful bidder, the Company will be free to get the same executed in any manner at the risk and cost of the Successful bidder and the additional burden on this account, if any, will be borne by the successful bidder, and can be realized from the Successful bidder's pending bills/ Security money deposit or any other dues. This is without prejudice to the Company's claim for other losses and damages that may arise due to the failure of the Successful bidder to keep upto the terms of the contract.

11 TAXES AND DUTIES:

11.1 DEDUCTION OF INCOME-TAX AT SOURCE: If applicable shall be deducted at source.

11.2 Statutory variations in the tax shall be permitted as under:

11.2.1 Statutory variations during contract period/extended contract period:

11.2.2 If any increase takes place in taxes and duties due to statutory variation, then HSL shall admit the same on production of documentary evidences.

11.2.3 If any decrease takes place in taxes and duties due to statutory variation, the same shall be passed on to HSL or HSL shall admit the decreased rate of taxes and duties while making the payment.

12 CONTRACT DOCUMENT

A contract arising of acceptance of this tender or in consequence of this tender, the company and the Bidder, agreed to abide by all the terms & conditions of these tender documents as well



as the terms and conditions mutually agreed in writing between the parties.

13 **POWER OF ATTORNEY**

A person signing the agreement or any documents forming part of the contract on behalf of the bidder shall be responsible to produce a proper power of attorney duly executed and attested by a Notary public under the Notaries Act in his favour stating that he had authority to bind the Bidder in all matters pertaining to the contract including the arbitration clause.

14 **CHANGE IN CONSTITUTION**

On the death or retirement of any partner of the Successful bidder before complete performance of the contract, the Hindustan Salts Limited may at his option cancel the contract and in such case the Successful bidder or his/her legal successor shall have no claim whatsoever to be compensated by Hindustan Salts Limited without prejudice to any of rights or remedies under this contract. If Successful bidder is proprietorship concern and the proprietor dies during the performance of this contract, the Hindustan Salts Limited shall have the option to terminate the contract without compensation and the company will be entitled to recover its claim from his/her legal heirs and from the property moveable or immovable of the Successful bidder.

15 **NOTICES**

Any notice hereunder may be served on the Bidder/Successful bidder by registered mail at his last known address. Proof of issue of any such notice will be conclusive of the Bidder/Successful bidder having been duly informed.

16 **CANVASSING IS PROHIBITED**

Canvassing in connection with the tender is strictly prohibited and tender is liable to be rejected. Any bribe or commission, gift or favours given, promised or offered by or on behalf of the Bidders/ Successful bidder, their partners, agents or servants to any officers, servant or representative of the Hindustan Salts Limited for obtaining or for the execution of this or any other contract or for receiving payments under the contract shall in addition to the criminal liability may ensure cancellation of this tender or any other Contracts and also to payment of any loss resulting from any such cancellation. Hindustan Salts Limited shall be entitled to deduct the amount so payable from any money otherwise due to the Successful bidder under this or any other Contracts. Any question or disputes as to whether the Successful bidders have incurred any liability under this clause shall be settled by Hindustan Salts Limited in such manner and on such evidence or information as it may think fit and sufficient and its decision shall be final and binding.

17 **MAINTENANCE OF DISCIPLINE BY THE SUCCESSFUL BIDDER**

The Successful bidder shall be liable to comply with covenants of contract and tender documents. The company expected the Successful bidder and his representatives and his labour/staff/workers to conduct themselves in a disciplined manner. All rules and instructions pertaining to well-being of the factory and its precincts, the sanitation and health etc. should be adhered to and in the event of any theft, arson or any antisocial activities on the part of the Successful bidder, his employees or his labour, the company shall have the right to terminate the agreement.

18 **GOVERNING LAWS AND RIGHT OF INDEMNITY OF THE COMPANY**

The Successful bidder shall indemnify the company for all the injuries caused to any person or to public property due to his negligence or to the negligence of his workmen during the performance of contract.

18.1 Successful bidder shall abide by all existing / future labour enactments and rules, regulations, notifications and bye laws of State or Central Government or local authority.



- 18.2** The Successful bidder shall comply with all the provisions of the Statutory Acts and rules framed hereunder particularly in respect of the Factory Act 1948, the Payment of Wages Act 1936, the Industrial Disputes Act 1947, the Industrial Employment Standing Orders Act 1946, the Minimum Wages Act 1948, the Collection of Statistic Act 1953, the Workmen's Compensation Act 1923, Fatal Accidents Act 1935, Personal Injuries (Compensation Insurance) Act 1963, the Trade union Act 1926, Maternity Benefit Act 1961, Employees Provident Fund Act 1952, Contract Labour (Regulation and Abolition) Act 1970, Indian contract Act 1872 and the rules framed by the state in respect of various Labour Acts as demanded from time to time and shall also comply with the provision of any other enactment statues, rules regulations made by a competent authority and enforced in the state during the currency of the contract. The Successful bidder shall indemnify the company for the penalties on account of breach of any of the conditions, there under.
- 18.3** The company shall remain indemnified by the Bidder against any claim arising under the payment of Wages Act, or the payment of Bonus, C.P. Fund or Gratuity of Compensation Act arising during the pendency of the contract. All such claims will be met with by the Successful bidder themselves from the payment made to them.
- 18.4** The Successful Bidder will pay minimum wages which must not be less than as provided by the applicable statute. In case the HSL become liable to pay any wages or dues to the labour or to any Government agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labour Regulation Abolition Act, CMPF Act / EPF Act or any other law due to act of omission or commission of the Successful Bidder, the HSL may make such payments and shall recover the same by raising the debit note to successful bidder against such payments/ by disposing Successful Bidder "s assets available at site / Security Deposit of the Successful Bidder and Successful Bidder shall make good the same back to HSL within 7 days of receipt of such information from HSL.

19 COMPLETENESS OF TENDER

The tender should be complete with all details of illustrative and descriptive literature.

20 SAFETY OF PERSONNEL

- 20.1** The successful bidder shall cover all personnel deputed for production under appropriate insurance scheme.
- 20.2** The company shall not be responsible or held responsible or held liable for any damage to person or property that may result during the execution of contract by the successful bidder.
- 20.3** The successful bidder has to agree to indemnify the company from any or all claims for damages that may result during the execution of Contract by the successful bidder and claims if any arises on account of any accident during the works executed / operation & maintenance of any plant(s), ancillary activities shall be bear by the Successful bidder only .
- 20.4** The successful bidder shall provide all safety gears and livery to its workmen to ensure their safety and protection from injuries during the execution of works.

21 OTHER TERMS & CONDITIONS:

- 21.1** The "Start-ups" Annexure-I" of "Action Plan for Start-ups in India" issued by Government of India are exempted from condition of Prior Experience and minimum average Financial turnover,



subject to the condition that supply of material shall be ensured by such “Start-ups” as per the quality and technical specifications mentioned in tender documents.

21.2 The material supplied by the Bidder must mandatorily be having DCR component i.e. manufactured in India only in pursuance of the Make in India initiative of Government of India.

22 HSL’s Right to Reject Tender:-

The award of the order or rejection of the Bidder’s Offer and/or cancellation of the Tender will be made at the absolute discretion of HSL. The HSL reserves the right to accept or reject any or all tender(s) whether lowest or otherwise, without assigning any reason whatsoever thereof. A Bidder whose Tender is not accepted shall not be entitled to claim any cost, charges or expenses incidental to or incurred by him through or in connection with the preparation and submission of the Tender to the HSL. The HSL also reserves the absolute right to split up and award the order between two or more Bidders distributing the total requirement as defined in the tender.

23 Ownership Rights:

The existing Land shall remain in the name of Hindustan Salts Ltd. only

“Notwithstanding anything in this contract above to the contrary, in the event at any time during the term of the contract no right shall be created in favour of the successful bidder / successful bidder towards property and assets of the company i.e. tangible and intangible, in the operations of business, security interests, pledges, easements or encumbrances, lease or sub lease or lien of any kind whatsoever”.

The said land is offered to the Successful bidder through this tender for the purpose of Development of solar plants for a certain period as stipulated in the tender only. The contract copy will not be shared to any Banks / financial institution / NBFC etc for any financial and technical assistance.

24. Security :

Security for the project would be the sole responsibility of Successful bidder. Any loss incurred by HSL on account of theft / security lapses may be recovered from the Successful bidder if the same is attributable to the lapse of Successful bidders manpower at site.

25. If any additional work (not covered under the bidding documents) is necessitated to be carried out by the Successful bidder due to Unforeseen Site Conditions or Endangering Safety of the Site/Manpower deployed at the site, then Successful bidder shall carry-out such work only with prior approval of the Scope of Work of these works by Site Engineer / Authorised Officers of HSL, however the cost of the same shall be borne by Successful bidder only.

26. DISCIPLINE OF WORKMEN

26.1 The successful bidder shall adhere to the disciplinary procedure set by the HSL’s engineer in respect of his employees and workmen at site. The HSL’s Engineer shall be at liberty to object to the presence of any representative or employees of the successful bidder at the site, if in the opinion of the HSL’s Engineer such employee has mis-conducted himself or be incompetent or negligent or otherwise undesirable and then the successful bidder shall remove such a person objected to and provide in his place a competent replacement.

26.2 HSL will not be responsible for any unfair practice /activities and malfunctioning done / involvement of manpower related with Successful bidder, which is deployed at site during contract period. Successful bidder shall be responsible for dealing with the same and bear all consequential financial, legal and other liabilities and costs associated with the same.



27. SUCCESSFUL BIDDER'S FIELD OPERATION

The successful bidder shall keep the HSL's Engineer informed in advance regarding his field activity plans and schedules for carrying out each part of the works. Any review of such plan or schedules or method of work by the HSL shall not relieve the successful bidder of any of his responsibilities towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by the engineer or the HSL or any of his representatives and no claim of the successful bidder will be entertained because of the failure or inefficiency of any such plan or schedule or method of work reviewed. The successful bidder shall be solely responsible for the safety, adequacy and efficiency of plant and equipment and his procedures. The successful bidder shall have complete responsibility for the conditions of the work site / mine including the safety of all persons employed by him or his sub- successful bidder and all the properties under his custody during the Performance of the contract. This requirement shall apply continuously till the completion of the contract and shall not be limited to normal working hours. The construction review, if any, by the HSL is not intended to include review of successful bidder's safety measures in, on or near the work-site, and their adequacy or otherwise.

28. PROTECTION WORK

- 29.1 The successful bidder shall have total responsibility for protecting his works and solar plant areas through fencing of appropriate type during entire period of contract. No claim will be entertained by the HSL or the engineer for any damage or loss to the successful bidder's works and the successful bidder shall be responsible for the complete restoration of the damaged works to its original condition to comply with the specifications and drawings. Should any such damage to the successful bidder's works occur because of other party not under his supervision or control, the successful bidder shall make his claim directly with the party concerned. If dis-agreement or conflict or dispute develops between the successful bidder and the other party or parties concerned regarding the responsibility for damage to the successful bidder's works, the same shall be resolved by the successful bidder only.
- 29.2 The successful bidder shall not cause any delay in the repair of such damaged works because of any delay in the resolution of such disputes. The successful bidder shall proceed to repair the work immediately and the cause thereof will be assigned pending resolution of such dispute.

30. EMPLOYMENT OF LABOUR

The successful bidder will be expected to employ on the work only his regular skilled employees with experience of his particular work. No female labour shall be employed after darkness and no person below the age of eighteen years shall be employed. All traveling expenses including provisions of all necessary transport to and from site, lodging and other payments to successful bidder's employees shall be the sole responsibility of the successful bidder.

The SUCCESSFUL BIDDER will pay minimum wages which must not be less than as provided by the applicable statute. In case the HSL become liable to pay any wages or dues to the labour or to any Government agency under any of the provisions of the Minimum Wages Act, Workmen compensation act, Contract Labour Regulation Abolition Act, CMPF Act / EPF Act or any other law due to act of omission or commission of the successful bidder, the HSL may make such payments and shall recover the same by disposing successful bidder's assets available at site / Security Deposit of the Successful bidder and Successful bidder shall make good the same back to HSL within 7 days of receipt of such information from HSL .

31. FIRE PROTECTION

- 31.1 The work procedures that are to be used during the contract period shall be those which minimize fire hazards to the extent practicable. Combustible materials, Combustible waste and



rubbish shall be collected and removed from the site at least once each day. Fuels, oils, and volatile or flammable materials shall be stored away from the construction and equipment and materials storage areas in safe containers. Untreated canvas, paper, plastic or other such flammable materials shall not at all be used at site for any other purpose unless otherwise specified. If any such materials are received with the equipment at the site, the same shall be removed and replaced with acceptable material before moving into the construction area or storage.

- 31.2 Similarly corrugated paper fabricated cartons etc. will not be permitted in the construction area either for storage or for handling of materials. All such materials used shall be water proof and flame resistant type. All the other materials such as working drawings, plans, etc. which are combustible but are essential for the works to be executed shall be protected against combustion resulting from welding sparks, cutting flames and other similar fire source.
- 31.3 All the successful bidder's supervisory personnel and sufficient number of workers shall be trained for fire-fighting and shall be assigned specific fire protection duties. Enough of such trained personnel must be available at the site during the entire period of the contract.
- 31.4 The successful bidder shall provide enough fire protection equipment of the types and the number for the warehouses, office, temporary structures, labour colony area etc. Access to such fire protection equipment, shall be easy and kept open at all times.

32. MATERIALS HANDLING AND STORAGE

- 32.1 All the equipment furnished under the contract and arriving at site shall be promptly received, unloaded and transported and stored in the storage spaces by the successful bidder.
- 32.2 Successful bidder shall be responsible for examining all the shipment and notify the HSL immediately for any damage, shortage, discrepancy, etc. for the purpose of HSL's information only.

The successful bidder shall submit to the HSL every week a report detailing all the receipts during the week. However, the successful bidder shall be solely responsible for any shortage or damage in transit, handling and / or in storage and erection of the equipment at the site. Any demurrage, wharf age and other such charges claimed by the transporters, railways etc. shall be to the account of the successful bidder.

- 32.3 The successful bidder shall maintain an accurate and exhaustive record detailing out the list of all equipment received by him for the purpose of works/operation & maintenance and keep such record open for the inspection of the HSL at any time.
- 32.4 All equipment shall be handled very carefully to prevent any damage or loss. The equipment stored shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the store shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at site.
- 32.5 All electrical panels, solar plats, control gear, motors and such other devices shall be properly dried by heating before they are installed and energised. Motor bearings, slip rings, commentators and other exposed parts shall be protected against moisture ingress and corrosion during storage and periodically inspected. Heavy rotating parts in assembled condition shall be periodically rotated to prevent corrosion due to prolonged storage.
- 32.6 All the electrical equipment such as motors, generators, etc. shall be tested for insulation, resistance at least once in three months from the date of receipt till the date of commissioning



and a record of such measured insulation values maintained by the successful bidder. Such records shall be open for inspection by the HSL.

- 32.7 The successful bidder shall ensure that all the packing materials and protection devices used for the various equipment during transit and storage are removed before the equipment's are installed.
- 32.8 The consumable and other supplies likely to deteriorate due to storage must be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in quantity and quality by storage.
- 32.9 All the materials stored in the open or duty location must be covered with suitable weather-proof and flame-proof covering materials wherever applicable.
- 32.10 If the materials belonging to the successful bidder are stored in areas other than those earmarked for him, the HSL will have the right to get it moved to the area earmarked for the successful bidder at the successful bidder's cost.
- 32.11 The successful bidder shall be responsible for making suitable indoor storage facilities to store all equipment which require indoor storage. Normally, all the electrical equipment such as motors, control gear, generators, exciters and consumables like electrodes, lubricants etc. shall be stored in the closed storage space. The HSL, in addition, may direct the successful bidder to move certain other materials which in his opinion will require indoor storage, to indoor storage areas which the successful bidder shall strictly comply with.

33. CONSTRUCTION MANAGEMENT

- 33.1 The field activities of the successful bidders working at site will be co-ordinated by the Authorized Official / HSL and the HSL's decision shall be final in resolving any disputes or conflicts between the successful bidder and other successful bidders and tradesman of the HSL regarding scheduling and co- ordination of work. Such decision by the HSL shall not be a cause for extra compensation or extension of time for the successful bidder.
- 33.2 The HSL shall hold weekly meetings of all the successful bidders working at site, at a time and a place to be designated by the HSL. The successful bidder shall attend such meetings and take notes of discussions during the meeting and the decisions of the HSL and shall strictly adhere to those decisions in performing his works. In addition to the above weekly meetings, the HSL may call for other meetings either with individual successful bidders or with selected number of successful bidders and in such a case the successful bidder, if called will also attend such meetings.
- 33.3 Time is the essence of the contract and the successful bidder shall be responsible for performance of his works in accordance with the schedule. If at any time, the successful bidder is falling behind the schedule, he shall take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise accelerate the progress of the work to comply with the schedule and shall communicate such actions in writing to the HSL, satisfying that his action will compensate for the delay. The successful bidder shall not be allowed any extra compensation for such action.
- 33.4 The HSL shall however not be responsible for provision of additional labour and / or materials or supply or any other services to the successful bidder except for the coordination work between various successful bidders, if any, as set out earlier.
- 33.5 No rail track will be allowed to be installed in the project area offered through this tender for Development of 1000 MW Solar Power Plants.

**34. FIELD OFFICE RECORDS**

- 34.1 All records required by any statute, including the requirement imposed by FACTORY ACT, are to be kept in prescribed way during the contract period. The successful bidder shall maintain at his site office up-to-date copies of all drawings, specifications and other contract documents and any other supplementary data complete with all the latest revisions thereto. The successful bidder shall also maintain in addition, the continuous record of all changes to the above contract documents, drawings, specifications, supplementary data etc. effected at the field and on completion of his total assignment under the contract shall incorporate all such changes on the drawings and other engineering data to indicate as installed condition of the equipment furnished and erected under the contract. Such drawings and engineering data shall be submitted to the HSL in required number of copies. Daily work programme with progress of the previous day and deployment of labour related to work programme and attendance of workmen deployed during the previous day shall be maintained in a register. This register shall be signed by authorized representative of the successful bidder which will then be checked by the HSL's representative. Every three months this register shall be deposited to the HSL, which shall then be HSLs' property. Additional records need to be kept during mine operation.

35. SUCCESSFUL BIDDER'S MATERIALS BROUGHT ON TO SITE

- 35.1 The successful bidder shall bring to site all equipment, parts, materials, including construction equipment, tools and tackles for the purpose of the prescribed works with intimation to the HSL. All such goods shall, from the time of their being brought vest in the HSL, but may be used for the purpose of the prescribed works only by the successful bidder and shall not on any account be removed or taken away by the successful bidder without the written permission of the HSL. The successful bidder shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.
- 35.2 The HSL shall have a lien on such goods for any sum or sums which may at any time be due to HSL or owing to successful bidder payable to HSL in respect of or by reasons of this contract. In case of non-receipt of due amounts within prescribed time, after giving a fifteen (15) days' notice in writing of his intention to do so, the HSL shall be at liberty to sell and dispose of any such goods, in such manner as he shall think fit including public auction or private treaty and to apply the proceeds in or towards the satisfaction of such sum or sums due as aforesaid.
- 35.3 After the completion of the works, the successful bidder shall remove from the site under the direction of the HSL the materials such as construction equipment, erection tools and tackles, scaffolding etc. with the written permission of the HSL. If the successful bidder fails to remove such materials within fifteen (15) days of issue of a notice by the HSL to do so then the HSL shall have the liberty to dispose of such materials and credit the proceeds thereto the account of the successful bidder.

36. PROTECTION OF PROPERTY AND SUCCESSFUL BIDDERS' LIABILITY

- 36.1 The successful bidder shall be responsible for any damage resulting from his operations. He shall also be responsible for protection of all persons including members of public and employees of the HSL and the employees of other successful bidders and sub-successful bidders and all public and private property including structures, buildings, other plants and equipment and utilities either above or below the ground.
- 36.2 The successful bidder will ensure installation of necessary safety equipment such as fire fighting equipment, barriers, sign-boards, warning lights and alarms etc. to provide adequate protection to persons and property. The successful bidder shall be responsible to give reasonable notice to the HSL and the HSLs of public or private property and utilities when such property and utilities



are likely to get damaged or injured during the Performance of his works and shall make all necessary arrangements with such HSLs, related to removal and / or replacement or protection of such property and utilities.

- 36.3 The successful bidder shall be responsible to deploy requisite manpower for security of solar plants , Associated Facilities, Office Premises, Go-downs, Storage of Raw Material, Intermediate Products and Final Products and entire premises wherever required and as deemed fit during the contract period. No rail track will be allowed in the land offered through this tender for Development of 1000 MW Solar power Plants

37. UNFAVOURABLE WORKING CONDITIONS

- 37.1 The successful bidder shall confine all his field operations to those works which can be performed without subjecting the equipment and materials to adverse effects, during inclement weather conditions, like monsoon, storms etc. and during other unfavourable construction conditions. No field activities shall be performed by the successful bidder under conditions which might adversely affect quality and efficiency thereof, unless special precautions or measures are taken by the successful bidder in a proper and satisfactory manner in Performance of such works and with concurrence of the HSL. Such unfavourable construction conditions will in no way relieve the successful bidder of his responsibility to perform works as per the schedule.

38. PROTECTION OF MONUMENTS AND REFERENCE POINTS

- 38.1 The successful bidder shall ensure that any finds such as relic, antiquities, coins, fossils etc. which he might come across during the course of Performance of his works either during excavation or elsewhere, are properly protected and handed over to the HSL. Similarly the successful bidder shall ensure that the bench marks, reference points, etc. which are marked out either with the help of HSL or by the HSL shall not be disturbed in any way during the Performance of his works. If any work is to be performed which disturb such references, the same shall be done only after these are transferred to other suitable locations under the direction of the HSL. The successful bidder shall provide all necessary materials and assistance for such relocation of reference points etc.

39. WORK AND SAFETY REGULATIONS

- 39.1 The successful bidder shall ensure proper safety as prescribed in the statute for all the workmen, materials, plant and equipment belonging to him or the Company or to others, working at or near the site. The successful bidder shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislation and the HSL as he may deem necessary. Successful Bidder shall ensure that safety audit of all working areas and Solar plants to be conducted by competent persons as per the requirement & compliance of statutory norms from time to time. Records for the same are to be maintained by the successful bidder for inspections by HSL or by any Statutory Agencies.
- 39.2 The successful bidder will notify well in advance to the Authorised Officer/Engineer-in-charge of his intention to bring to the site any container filled with liquid or gaseous fuel or explosive or petroleum substance or such chemicals which may involve hazards. The Authorised Officer / Engineer- in-charge shall have the right to prescribe the conditions, under which such container is to be stored, handled and used during the Performance of the works and the successful bidder shall strictly adhere to and comply with such instructions. The Authorised Officer / Engineer-in-charge shall have the right at his sole discretion to inspect any such container or such construction plant / equipment for which material in the container is required to be used and if in his opinion, its use is not safe, he may forbid its use. No claim due to such prohibition shall be entertained by the HSL. Nor the HSL shall entertain any claim of the successful bidder towards additional safety provisions / conditions to be provided or constructed as per HSL's instructions.



Further any such decision of Authorised Officer / Engineer-in-charge shall not, in any way, absolve the successful bidder of his responsibilities, and in case, use of such a container or entry thereof into the site area is forbidden by HSL, the successful bidder shall use alternative methods with the approval of HSL without any cost implication to Company or extension of work schedule.

- 39.3 Where it is necessary to provide and / or store petroleum products or petroleum mixtures and explosives, the successful bidder shall be responsible for carrying out such provision and / or storage in accordance with the rules and regulations laid down in Petroleum Act 1934, Explosives Act 1948, and Petroleum and Carbide of Calcium Manual Published by the Chief Inspector of Explosives of India. All such storage shall have prior approval of the Authorised Officials/Engineer-in-charge. In case, any approvals are necessary from the Chief Inspector (Explosives) or any statutory authorities, the successful bidder shall be responsible for obtaining the same.
- 39.4 All equipment used in development and construction purpose by successful bidder shall meet Indian, International Standards and where such standards do not exist, the successful bidder shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the successful bidder in accordance with manufacturer's operation manual and safety instructions as per Guidelines / Rules of the Company in this regard. Any other law, for the time being in force, connected with operation should be strictly adhered to.
- 39.5 Periodical Examinations and all tests for all lifting / hoisting equipment and tackles shall be carried out in accordance with the relevant provisions of Factories Act 1938, Indian Electricity Act 2001 and associated Laws / Rules enforced from time to time. A register of such examination and tests shall be properly maintained by the successful bidder and will be promptly produced as and when desired by Engineer-in-charge or by the person authorised by him.
- 39.6 The successful bidder shall be fully responsible for the safe storage of his and his sub successful bidders radio-active sources, if any, in accordance with BARC / DAE Rules and other applicable provisions. All precautionary measures stipulated by BARC / DAE in connection with use, storage and handling of such material will be taken by successful bidder.
- 39.7 The successful bidder shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need. Authorized Officer of Company /Engineer-in-charge will also have right to examine these safety equipment to determine their suitability, reliability, acceptability and adaptability.
- 39.8 The successful bidder shall provide safe working conditions to all workmen and employees at the site including safe means of access, railings, stairs, ladders, scaffoldings etc. The scaffoldings, stairs, ladders etc. shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality of material only shall be used by the successful bidder.
- 39.9 The successful bidder shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the HSL or other successful bidders under any circumstances, whatsoever, unless expressly permitted in writing by the Company to handle such fuses, wiring or electrical equipment.
- 39.10 Before the successful bidder connects any electrical appliances to any plug or socket belonging to the other successful bidder or HSL, he shall:
- satisfy the appliances are in good working condition.
 - inform the Engineer-in-charge of the maximum current rating, voltage and phases of the appliances.
 - obtain permission of the Engineer-in-charge detailing the sockets / bus bars to which the



appliances may be connected.

- 40.11. No electrical cable which is in use by the successful bidder / HSL will be disturbed without prior permission. No weight of any amount will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.
- 40.12. No repair work shall be carried out on any live equipment. The equipment must be declared safe by Engineer-in-charge and a permit to work shall be issued by Engineering-charge before any repair work is carried out by the successful bidder. While working on electric lines / equipment's, whether alive or dead, suitable type and sufficient quantity of tools will have to be provided by successful bidder to electricians / workmen / officers.
- 40.13. The successful bidder shall employ necessary number of qualified, full time electricians/ electrical supervisors to maintain electrical installations.
- 40.14. The successful bidder shall employ at least one full time officer exclusively as safety officer to supervise safety aspects of the equipment and workmen who will co-ordinate with the project safety officer. In case of work being carried out through sub-contractors, the sub-contractors bidder's workmen / employees will also be considered as the successful bidder's employees / workmen for above purpose. The name and address of such safety officer of successful bidder will be promptly informed in writing to Authorised Officer/Engineer-In charge with a copy to safety officer-in- charge before he starts work or immediately After any change of the incumbent is made during currency of the contract.
- 40.15. In case any accidents occurs during the construction / erection or other associated activities undertaken by the successful bidder thereby causing any minor or major or fatal injury to his / her employees due to any reason, whatsoever, it shall be the responsibility of the successful bidder to promptly inform the same to the company's Engineer-in-charge in prescribed form and also to all the authorities envisaged under the applicable laws. Any kind of Liability (Financial or any other whatsoever of any kind) due to such accident shall be borne by the successful bidder only.
- 40.16. The Authorised Official of Company/ Engineer-in-charge shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and / or property, and / or equipment. In such cases, the successful bidder shall be informed in writing about the nature of hazards and possible injury / accident and he shall comply to remove short comings promptly. The successful bidder after stopping the specific work, can, if felt necessary, appeal against the order of stoppage of work to the Authorised Official of Company, for the project within 2 days of such stoppage of work and decision of the Authorised Official of Company, for the project shall be conclusive and binding on the successful bidder.
- 40.17. The successful bidder shall not be entitled for any damages / compensation for stoppage of work due to safety reasons and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.
- 40.18. The successful bidder shall follow and comply with all relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without demur, protest or content or reservation.
- 40.19. If the successful bidder does not take all safety precautions and / or fails to comply with the safety rules as prescribed by the Company or under the applicable laws for the safety of the equipment and plant and for the safety of personnel and the successful bidder does not prevent hazardous conditions which cause injury to his own employees or employees of other successful bidders, or the Company employees or any other person who are at site or adjacent thereto, the



successful bidder shall be responsible for payment of compensation under the relevant provisions of the workmen compensation act and rules framed thereunder or any other applicable laws as applicable from time to time. Permanent disablement shall have same meaning as indicated in workmen's compensation act. The compensation mentioned above shall be in addition to the compensation payable to the workmen / employees under the relevant provision of the workmen's compensation act and rules framed there under or any other applicable laws as applicable from time to time. In case the HSL is made to pay such compensation then the successful bidder is liable to reimburse the HSL such amount.

41. INDIAN STANDARDS

Normally Indian Standards as published by BUREAU OF INDIAN STANDARDS shall be followed. Wherever relevant Indian Standard is not published by the BIS, International Standards or American Standard or German Standard or British Standard as decided by the Engineer in consultations with the consultants employed by the HSL, shall be followed.

42. Health and Safety

- 42.1. Health and safety being the prime responsibility of the Successful bidder and workmen engaged by him under this tender. Successful bidder must provide PPE to all person employed and engaged in mining activity and mining site surface activity. The Successful bidder must ensure that none of his workmen should enter the mines without proper safety appliances. In case of any deviation observed the concerned workman shall not be allowed to work.
- 42.2. In case Successful bidder is not providing the requisite PPE to all person employed in mining activity, then company may also provide the same to the workmen of successful bidder and cost of the such PPE shall be deducted from the Successful bidders pending bills
- 42.3. The Successful bidder shall cover all personnel deputed for works / services at site under appropriate insurance scheme. The company shall not be responsible or held or held liable for any damage to person or property that may result during the execution of contract by the successful bidder.
- 42.4. The Successful bidder shall be responsible to ensure that vehicles belonging to him are not driven in reckless or rash manner so as to become a potential threat to the safety of the traffic in the plant or township area. The drivers of the vehicles shall be made to adhere to the speed limits wherever applicable. In case of accident or injury or damages caused by the Successful bidder's vehicle or staff to any person or property, the financial responsibility to compensate be borne solely by the Successful bidder.
- 42.5. The Successful bidder shall keep the Company indemnified against all losses/claims due to accidents/ injuries/ damages caused at the Successful bidder's works site. Successful bidder shall be fully responsible for accidents caused due to the unforeseen conditions, Successful bidder or his agents' or workmen's negligence or carelessness or any reason whatsoever in regard to the observance of the safety requirements and Successful bidder shall only be liable to pay compensation for injuries/death (if any).
- 42.6. To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the Successful bidder shall be open to inspection by the HSL's Engineer or his representatives, Safety Engineer & Labour Officer.

43. PROGRESS REPORT AND PHOTOGRAPHS

- 43.1. The Successful bidder shall furnish monthly progress report detailing out the progress achieved on all plants /equipment /works, other allied works, associated infrastructure construction activities and production and sale of products/ activities.



43.2. The monthly progress report should include the photographs of the work done at site. Photographs shall be taken as and when indicated by the HSL. Photographs shall be adequate in size and number to indicate various stages of construction. Each photograph shall contain the date, the name of the successful bidder and the title of the photographs. The Successful bidder shall furnish three (3) prints each of such photographs.

44. FACILITIES TO BE PROVIDED BY THE HSL

44.1. HSL may provide space to Successful bidder for his office, mess-room, storage area, labour lodging, toilets, etc. as per availability if any at site on chargeable basis at HSL's promulgated rates. All other facilities are in the scope of Successful bidder.

45. FACILITIES TO BE PROVIDED BY THE SUCCESSFUL BIDDER

45.1. Tools, tackles and scaffoldings

The successful bidder shall provide all the construction equipment, tools, tackles and scaffoldings required for performance of the contract. He shall submit a list of all such materials to the HSL before the commencement of work at site. These tools and tackles shall not be removed from the site without the written permission of the HSL.

45.2. First-aid & Medical facilities

45.2.1. The successful bidder shall provide necessary first-aid facilities for all his employees, representatives and workmen working at the site.

45.2.2. Enough number of successful bidder's personnel shall be trained in administering first-aid.

45.2.3. All medical expenses arising out of any accident or otherwise involving personnel of the successful bidder shall be borne by the successful bidder. Successful bidder must have a pre-tie up with local hospital to provide medical facilities to its employees /labor on chargeable basis.

45.2.4. Successful bidder must have pre-tie up with local hospital evacuate the patients in case of emergency situation like accidents/any other requirement.

45.3. Water

The Successful bidder shall make his own arrangements for bringing water up to the site and its distribution for surface and underground facilities.

45.4. Cleanliness

The successful bidder shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc. during the period of contract. The successful bidder shall employ enough number of special personnel to thoroughly clean his work area. All such rubbish and scrap material shall be stacked or disposed in a place to be identified by the HSL. Materials and stores shall be so arranged to permit easy cleaning of the area. In areas where equipment might drip oil and cause damage to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.

45.5. Similarly the labor boarding area, the offices and the residential areas of the successful bidder's employees and workmen shall be kept clean and neat to the entire satisfaction of the HSL. Proper sanitary arrangement shall be provided by the successful bidder, in the work areas, office and residential areas of the successful bidder.



45.6. Electricity

- 45.6.1.** The successful bidder shall make his own arrangement of electricity as required. The electricity arrangement at site shall be provided at site on as is where basis. Successful bidder may utilize the same as per requirement. Any additional arrangement of Electricity (including connection of higher capacity if required) for Factory area, processing area, labour shed area or any other area created by the successful bidder with all equipment and apparatus and costs associated with the same shall be in the scope of Successful bidder only. All temporary / permanent wiring must comply with relevant regulations.
- 45.6.2.** Electricity charges on actuals shall borne by the Successful bidder for the use at the Factory Area/Workings, Lighting of all surrounding Area, Dumps, Processing Plant, Roads, all associated area of Factory, Successful bidders Office, Successful bidders Labor shed etc. shall be in the scope of Successful bidder.

46. OPERATIONS OF PLANT

- 46.1.** Development and Operations of plants and the other allied facilities and production of products shall be closely monitored by the engineer/ HSL representatives/ officers.
- 46.2.** The successful bidder shall cooperate with them and provide necessary conveniences at mines and other facilities to facilitate the inspection by providing convenient approaches, testing and sampling tools and supportive guidance to make them aware of site and the works in progress.

47. PAINTING

- 47.1.** All exposed metal parts of the equipment including piping, structure, railing etc. wherever applicable after installation unless otherwise surface protected, shall be first painted with at least one coat of suitable primer which matches the shop primer paint used, after thoroughly cleaning all such parts of all dirt, rust, scales, greases, oils and other foreign materials by wire brushing, scarping or sand blasting, and the same being inspected and approved by the HSL for painting. The quality of the finish paint shall be as per BIS standards or equivalent and to be of the colour as approved by the HSL.

48. INSPECTION, TESTING AND INSPECTION CERTIFICATE

The Engineer, In-charge of HSL, his duly authorized representative and / or outside inspection agency acting on behalf of the HSL shall have at all reasonable times, access to the successful bidder's premises or works any time and shall have the power for inspection at local works / locations, if required, to inspect and examine the materials and workmanship of the works during performance of works.

For any test requested by the Owner, the successful bidder shall give the HSL / Inspector three (3) day written notice of any area being ready for testing. Such tests shall be to the successful bidder's account except for the expenses of the Inspector. The HSL / Inspector, unless witnessing of the tests is waived, will attend such tests within three (3) days of the date on which the area is notified as being ready for test / inspection, failing which the successful bidder may proceed with the test which shall be deemed to have been made in the HSL / Inspector's presence and he shall forthwith forward to the Inspector duly certified copies of tests in triplicate.

The HSL or Inspector shall within fifteen (3) days from the date of inspection as defined herein give notice in writing to the successful bidder, of any objection to any drawings and all or any equipment and workmanship which in his opinion is not in accordance with the contract. The successful bidder shall give due consideration to such objections and shall either make the modifications that may be necessary to meet the said objections or shall confirm in writing to the HSL / Inspector giving reasons therein, that no modifications are necessary to comply with the contract.

**48.1. TEST**

On completion of each work at site and before start-up, area shall be inspected jointly by the HSL and the successful bidder for correctness and completeness leading to initial pre-commissioning tests at site. The list of pre-commissioning tests to be performed shall be as mutually agreed. The successful bidder shall be responsible for carrying out all the pre-commissioning tests. HSL shall be given Notice of three (3) days, for witnessing of Pre-commissioning tests to be carried out by the successful bidder.

49. PROTECTIVE GUARDS

Suitable guards shall be provided for protection of personnel on all exposed rotating and / or moving machine parts. All such guards with accessories shall be designed for easy installation and removal for maintenance purposes.

50 DESIGN CO-ORDINATION

The successful bidder shall be responsible for the selection and design of appropriate equipment to provide the best coordinated Performance of the entire system. The design of various components, sub-assemblies and assemblies shall be so done so that it facilitates easy field assembly and maintenance.

51. CO-ORDINATION MEETING

The successful bidder will be called upon to attend co-ordination meetings with the HSL, other successful bidders and the consultants of the HSL during the period of contract. The successful bidder shall attend such meetings at his own cost at the office of the In charge or at mutually agreed venue as and when required and fully co-operate with such persons and agencies involved during those discussions.

52. TAKING OVER / CLEARANCE CERTIFICATE

Upon successful completion of the Concession Period the HSL/ authorized officer shall issue to the successful bidder a clearance certificate for the works to allow demobilization of the Successful bidder's resources from the site. Such certificate shall not relieve the successful bidder of any of his obligations as per the terms and conditions of the contract.

53. STANDARDS AND CODES

Normally Indian Standards as published by BUREAU OF INDIAN STANDARDS shall be followed. Wherever relevant Indian Standard is not published by the BIS, International Standards or American Standard or German Standard or British Standard as decided by the HSL in consultations with the consultants employed by the HSL, shall be followed.

54. COLOUR CODE FOR PIPE SERVICES

All pipe services wherever applicable are to be painted in accordance with the HSL's standard colour scheme, if any, by the successful bidder.

55. INSURANCE

55.1 The Successful Bidder shall arrange, secure and maintain insurance as may be necessary and for all such amounts to protect his interests and the interests of the HSL, against all risks. All premiums and other charges of the said insurance policies shall be paid by the Successful Bidder. The form and the limit of such insurance, together with the under-writer thereof in each case should be acceptable to the HSL. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage on comprehensive all risks basis at all time during the period of contract shall be that of the Successful Bidder alone. The Successful Bidder's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations.

55.2 Any loss of damage to the manpower, equipment, during handling, transporting, storage and erection, shall be to the account of the Successful Bidder. The Successful Bidder shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs



and / or replacement of the portion of the works damaged or lost. The Successful Bidder shall provide the HSL with a copy of all insurance policies and documents taken out by him in pursuance of the contract. Such copies of document shall be submitted to the HSL immediately after such insurance coverage. The Successful Bidder shall also inform the HSL in writing at least thirty (30) days in advance regarding the expiry, cancellation and / or change in any of such documents and ensure revalidation / renewal, etc. as may be necessary well in time.

- 55.3 The risk that are to be covered under the insurance shall include, but not be limited to, the loss or damage in transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire etc. The scope of such insurance shall cover the entire value of the works from time to time.
- 55.4 All costs on account of insurance liabilities covered under the contract will be on Successful Bidder's account. The amount of insurance shall be separately indicated.
- 55.5 In addition to the insurance covered above, the following provisions will also apply to the portion of the works to be included in Successful Bidder's works.

56 Workmen's compensation insurance:

This insurance shall protect the Successful Bidder against all claims applicable under the workmen's Compensation Act, 1948 (Government of India). This policy shall also cover the Successful Bidder against claims for injury, disability, disease or death of his or his sub-contractor's employees, which for any reasons are not covered under the Workmen Compensation Act, 1948. The liabilities covered under the policy shall not be less than HSL's liability as per statutory provisions under workmen's compensation Act.

57 Comprehensive Automobile Insurance

This insurance shall be in such a form to protect the Successful Bidder against all claims for injuries, disability, disease and death to members of public including the HSL'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 HSL ship of such vehicles.

58 Comprehensive General Liability Insurance

This insurance shall protect the SUCCESSFUL BIDDER against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission on the part of the Successful Bidder, his agents, his employees, his representatives and sub- contractors or from riots, strikes and civil commotion. The insurance shall also cover all the liabilities of the Successful Bidder arising out of the clause entitled defense of suits under contract.

The hazards to be covered will pertain to all the works which, and areas where, the Successful Bidder, his sub-contractors, his agents and his employees have to perform work, pursuant to the contract.

- 59 The above are only illustrative list of insurance covers normally required and it will be the responsibility of the Successful Bidder to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the contract.

60 LIABILITY FOR ACCIDENTS AND DAMAGES

The Company will not be responsible for any accident during work to any workman / staff or anyone who is assigned job by the Successful Bidder. Successful Bidder shall bear all claims whatsoever of any kind arising due to accident during work to any workman / staff or anyone who is assigned any job by the Successful Bidder and indemnify company (Hindustan Salts Limited) from the same.

Under the contract, the Successful Bidder shall be responsible for loss or damage to the development works, equipment's etc. during entire Contract period.



61 DEFENCES OF SUITS

If any action in court is brought against the HSL or engineer or an officer of HSL for the failure or neglect on the part of the successful bidder to perform any acts, matters, covenants or things under the contract, or for damage or injury caused by the alleged omission or negligence on the part of the successful bidder, his agents, representatives or his sub- contractors, workmen, suppliers or employees, the successful bidder shall in all such cases indemnify and keep the HSL, and the engineer and/ or his representative, harmless from all losses, damages, expenses or decrees arising of such action. Successful bidder shall be responsible for dealing with the same and bear all consequential financial, legal and other liabilities and costs associated with the same.

**(Authorized Signatory of the firm)
(With Authorized Seal)**

Designation:



Section VII

SPECIAL GENERAL CONDITION OF CONTRACT

1. SUCCESSFUL BIDDERS DEFAULT

If the Successful Bidder shall neglect to execute the works with the diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him, in writing by HSL in connection with the works or shall contravene the provisions of the contract, the HSL may give notice in writing to the Successful Bidder to make good the failure, neglect or contravention complained of.

Should the Successful Bidder fail to comply with the notice within time period mentioned in the notice from the date of service thereof, then and in such case the HSL shall be at liberty to employ other workmen and forthwith execute such part of the works as the Successful Bidder may have neglected to do or if the HSL shall think fit, it shall be lawful for him, without prejudice to any other right he may have under the contract, to take the works wholly or in part thereof and in that event the HSL shall have free use of all Successful Bidder's equipment that may have been at the time on the site in connection with the works without being responsible to the Successful Bidder for fair wear and tear thereof and to the exclusion of any right of the Successful Bidder over the same, and the cost of executing the said part of the works or of completing the works as the case may be shall be deducted from performance security or shall be paid by the successful bidder.

In case the amount is deduced from performance security, the same shall be informed by HSL to successful bidder and he shall deposit such amount to HSL within 30 days receipt of letter from HSL. In case, such amount is not paid to HSL then penalty @ 0.1% of Performance Security Deposit per day subject maximum 10% of Performance Security Deposit. After maximum penalty, the matter shall be dealt as per clause 7 of Section VII of this document. Still if the matter remains unresolved, the company reserves the right to cancel the contract and in such case the performance security deposit shall be forfeited.

If the Successful Bidder fails to complete the work and the order is cancelled, the amount due to him on account of work executed by him, if payable, shall be paid to him only after due recoveries as per the provisions of the contract and that too after alternative arrangements to complete the work has been made.

2. NON EXTENSION, TERMINATION, SUSPENSION, CANCELLATION & FORECLOSURE OF CONTRACT

2.1 The HSL shall, in addition to other remedial steps to be taken as provided in the conditions of contract, be entitled to cancel the contract in full or in part, if the successful bidder

a. makes default as per above clause 2.1 in proceeding with the works with due diligence and continues to do so even after a notice in writing from the HSL, then on the expiry of the period as specified in the notice

or

b. commits default / breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the HSL, then on the expiry of the period as may be specified by the HSL in a notice in writing

or

c. shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act / acts of favour in relation to the obtaining or execution of this or any other contract for



the company.

or

d. shall try to obtain a contract with the company by way of ring tendering or other non-bonafide method of competitive tendering.

or

e. transfers, sublets, assigns the entire work or any portion thereof without prior approval in writing from HSL. HSL may be giving a written notice, cancel the whole contract or portion of it in default.

2.2 The HSL shall in such and only such an events as mentioned above in clause 2.1 of this section shall give thirty (30) days' notice in writing to the Successful Bidder to remedy the HSL concerns or clarify and explain his views on the concerns of HSL.

The Successful Bidder upon receipt of such notice shall clarify and explain his views on the subject to the HSL without stopping the Works within thirty (30) days.

In case the HSL is not convinced or satisfied with the response of the Successful Bidder it may issue a warning to the Successful Bidder along with remedial suggestion, except the cause under sub clause– d supra in which case the HSL shall have right to terminate the Contract without seeking any further clarification.

2.3 In case the Successful Bidder is found deliberately ignoring the warning and suggestions by HSL without any reasonable cause, the HSL shall have right to issue a Notice of Termination to the Successful Bidder.

Upon receipt of such Notice of Termination, the Successful Bidder, shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and terms satisfactory to the HSL, stop all further sub- contracting or purchasing activity related to the work terminated, and assist the HSL in maintenance, protection, and disposition of the works acquired under the contract by the HSL.

2.4 The contract period shall not be extended or contract can be terminated under the following circumstances unless the HSL is satisfied that the legal representatives of the individual Successful Bidder or of the proprietor of the proprietary concern and in the case of partnership the surviving partners, are capable of carrying out and completing the contract and the HSL shall in any way not be liable to payment of any compensation to the estate of deceased Successful Bidder and / or to the surviving partners of the Successful Bidder's firm on account of the termination of the contract:

a. If the Successful Bidder being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of insolvency act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any insolvency act.

b. In the case of the Successful Bidder being a company, its affairs are under liquidation either by a resolution passed by the company or by an order of court, not being a voluntary liquidation proceedings for the purpose of amalgamation or re-organization, or a receiver or manager is appointed by the court on the application by the debenture holders of the company, if any.

c. If the Successful Bidder shall suffer an execution being levied on his / their goods, estates and allow it to be continued for a period of 21 days.

d. On the death of Successful Bidder being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership



concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

- 2.5 If the Successful Bidder is an individual or a proprietary concern and the individual or the proprietor dies and if the Successful Bidder is a partnership concern and one of the partners dies, then unless the HSL is satisfied that the legal / representatives of the individual Successful Bidder or of the proprietor of the proprietary concern and in the case of partnership the surviving partners, are capable of carrying out and completing the contract the HSL shall be entitled to cancel the contract as to its incomplete part without being in any way liable to payment of any compensation to the estate of deceased Successful Bidder and / or to the surviving partners of the Successful Bidder's firm on account of the cancellation of the contract. The decision of the HSL that the legal representative of the deceased Successful Bidder or surviving partners of the Successful Bidder's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the HSL shall not hold the estate of the deceased Successful Bidder and / or the surviving partners of the estate of the deceased Successful Bidder and / or the surviving partners of the Successful Bidder's firm liable to damages for not completing the contract.
- 2.6 Under no other circumstances whatsoever, the Parties shall be allowed to terminate, abandon or exit the Contract without completing the Contract Period except as per terms & conditions as mentioned in the contract.
- 2.7 In case of Foreclosure/Termination/Cancellation of Contract due to Force Majeure or Conditions which are beyond the Control of Successful bidder as well as HSL (i.e. directions from any of the Govt. of India or Govt. of Gujarat or Statutory Agencies etc.), then successful bidder shall agree not to raise any claim against HSL for the Force Majeure. Successful bidder is allowed to remove the solar plant from the site after payment of dues to HSL and shift the same to the site as deemed fit by him, in the time period mutually agreed, which shall comply with the guidelines of the statutory authority. In case of referred Force Majeure conditions Performance Security will be returned by company after obtaining No Dues certificate from General Manager (Works), HSL Kharaghoda.
- 2.8 On cancellation of the contract or on termination of the contract, HSL shall have powers:
- To take possession of the site and any materials, constructional plant, implements, stores, etc. thereon.
 - To determine the amount to be recovered from the Successful Bidder for completing the remaining work or in the event the remaining work is not to be completed the loss /damage suffered, if any, by the company after giving credit for the value of the work executed by the Successful Bidder up to the time of termination / cancellation less on a/c payments made till date and value of Successful Bidder's materials, plant, equipment etc. taken possession of after termination / cancellation
 - To recover the amount determined as above, if any, from any moneys due to the Successful Bidder or any account or under any other contract and in the event of any shortfall, the Successful Bidder shall be called upon to pay the same on demand. The need for determination of the amount of recovery of any extra cost /Expenditure or of any loss/ damage suffered by the company shall not however arise in the case of termination of the contract for death / demise of the Successful Bidder.

3. Suspension of work

The company shall have power to suspend the progress of the work or any part thereof and HSL may direct the Successful Bidder in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the Successful Bidder, or for proper execution of the work for reasons other than any default on the part of the Successful Bidder, or on ground of safety of the work or part thereof, in the event



of suspension for reason other than any default on the part of the Successful Bidder, extension of time shall be allowed by the company equal to the period of such suspension. Any necessary and demonstrable costs incurred by the Successful Bidder as a result of such suspension of the works will be only in account of successful bidder only. The HSL shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the Successful Bidder or his sub-contractor.

4. LIQUIDATED DAMAGES AND PENALTY: -

4.1 Penalty on delay in Depositing Amount:

- a) Successful bidder is required to pay HSL applicable amount finalized as a result in this tender document.
- b) If case of delay in depositing the amount due to justifiable reason, then successful bidder shall apply to HSL in writing, for extension of time in depositing the fixed amount mentioning therein reason of delay. If HSL find the reason justified, then appropriate extension of time for depositing the fixed amount can be provided by HSL.
- c) If the prescribed amount is not paid by Successful Bidder within prescribed period or appropriate extension time granted by HSL, then per day penalty will be levied on due amount @ 0.1% per day of amount of Performance Security subject to maximum 10% of Performance Security. After maximum penalty, the matter shall be dealt as per clause 7.1 & 7.2 of Section VII of this document. Still if the matter remains unresolved, the company reserves the right to cancel the contract and in such case the performance security deposit shall be forfeited. (Illustration – X refer)

This amount equivalent to Liquidated Damages will be deducted from the performance security deposited by Successful Bidder and will also be intimated by HSL. This amount of Liquidated damages shall be subsequently deposited by the successful bidder within thirty days receipt of intimation regarding the same from HSL.

After maximum penalty, the matter shall be dealt as per clause 7 of Section VII of this document. Still if the matter remains unresolved, the company reserves the right to cancel the contract and in such case the performance security deposit shall be forfeited.

4.5 Penalty due to Non Performance related with other reasons (Safety etc.):

In the event of directions of any Statutory Authorities of State/Central Government or due to concern of safety of persons employed at site, HSL is required to carry out any repair/rectification work /installation of equipment/civil work or any other activity, which the successful bidder had failed to carryout in-spite of repeated directions to the successful bidder in writing by HSL within specified period, then the same work/activity will be carried out by HSL and the cost of the same shall be deducted from the performance security deposited by the successful bidder. This amount of shall be subsequently paid by the successful bidder to HSL within thirty days receipt of intimation regarding the same from HSL.

4.6 This amount of Liquidated damages shall be deposited by the successful bidder within thirty days receipt of intimation regarding the same from HSL. The amount of liquidated damages/ Penalty may also be adjusted or set off against any sum payable to the Successful Bidder under this or any other contract with the company.

4.7 In case the amount is deduced from performance security, the same shall be informed by HSL to successful bidder and he shall deposit such amount to HSL within 30 days receipt of letter from HSL. In case, such amount is not paid to HSL then penalty @ 0.1% of Performance Security Deposit per day subject maximum 10% of Performance Security Deposit. After maximum



penalty, the matter shall be dealt as per clause 7 of Section VII of this document. Still if the matter remains unresolved, the company reserves the right to cancel the contract and in such case the performance security deposit shall be forfeited.

5. TAXES:

- 5.1. The taxes, duties on works/services executed by successful bidder at site like Excise Duty, Sales Tax, Value added tax, additional tax, entry tax, Income Tax, GST, Service tax, Educational Cess, WCT, fees, levies, etc. (if any) shall be borne by the successful bidder from his part as per actual applicability of such taxes at point of time.
- 5.2. HSL will only bear the Income Tax of amount of Fixed annual charges received by company, however all other taxes shall be in the account of Successful Bidder.

6. Security:

- 6.1. Security for the project would be the sole responsibility of successful bidder. Any loss incurred by HSL on account of theft / security lapses will be recovered from the successful bidder.
- 6.2. Successful Bidder shall comply all laws, rules, regulations and Acts applicable in the country with respect to labour, safety, compensation, insurance etc.

**(Authorized Signatory of the firm)
(With Authorized Seal)**

Designation:

**UNDERTAKING ON NON-JUDICIAL STAMP PAPER OF RS. 500/-**

(Only to be given by the successful bidder)

Tender title :- **DEVELOPMENT OF 1000 MW SOLAR PV PROJECT AT KHARAGHODA,****Tender Enquiry No:..... Due for opening on:**

I/We M/s..... hereby declare that:

1. I / we am / are agency engaged in business of have examined the above mentioned tender document including amendment/ corrigendum (if any) the receipt of which is hereby confirmed.
2. I / we do hereby offer for Development of 1000 MW Soar Power Project at HSL, Kharaghoda AS MENTIONED IN BID DOCUMENT No.....
3. I/ we agree to abide by my/our offer for a period of 180 days from the date of opening of the Technical bid.
4. I/ we have carefully read and understood all the Terms and Conditions of the Tender and shall abide by them.
5. I/we agree for the all clauses & terms and conditions of this tender enquiry. In case any condition put forth by us is against the terms and conditions of tender, the same shall be treated as to be having no affect whatsoever and that the tender terms and conditions shall only prevail upon such conditions, if any.
6. I/ we have necessary licenses/ authorizations for the providing of said services and of the equipment/ devices and/or obtain the same at its costs and expenses as and when required and/or obtain the same at my/our costs and expenses as and when required.
7. I/We declare that we have necessary infrastructure/tie up for the Execution of Works/Services used and enough manpower to cater to any additional need of Client on short notice, if any such need arises in the tenure of the contract.
8. I/ we also declare that in case of change constitution of our firm or for any other change, merger, dissolution, insolvency etc. shall be immediately brought to the notice of client. In such case the continuing Partner(s), Administrator, permitted assigns shall be responsible to meet the liabilities under this tender/contract.
9. The tender document has been downloaded from the official website for bidding purpose is a true copy of the original.
10. Our firm or any other firm with similar type of operation with same or some/one of the partners/proprietors being same as of the tendering firm has not been black listed in the past 3 years by any Government/ private institution. If there is any such case of black-listing / unsatisfactory service, please attach the details of the same.
11. I/we also certify that that there is no vigilance/ CBI case pending against the Bidder firm/ Agency/ or any other firm with similar type of operation with same or some/one of the proprietors being same as of the tendering firm. If there is any case please attach the details of the same.
12. I/we also certify that that there is no pending case for payment/ civil liability pending against us in any of the courts. If there is any case please attach the details of the same.

I/We hereby undertake that the above mentioned information is correct to the best of my knowledge and belief and nothing has been concealed deliberately / inadvertently. In case any of the above information is found to be false, the Company reserves the right to cancel the tender at any stage even after the award of the tender, without assigning any reason thereof.

Date:
Place:**Signature of the Bidder**
Name & Address with stamp

**Form I****“Self-Certification under Public Procurement (Preference to Make In India)”**
(On the Letter Head of the Bidder)

Dear Sirs,

We have read the provisions of “Public Procurement (Preference to Make In India), Order 2017” as amended from time to time and as applicable on the date of submission of Bid/ Tender/ RFP. In terms of the requirement of the aforesaid provisions, we hereby declare/certify the following:

- 1.0 In order to avail purchase preference in line with “Public Procurement (Preference to Make In India), Order 2017”, as amended from time to time and as applicable on the date of submission of Bid/ Tender/ RFP, we M/s <supplier name> certify that we are a Local Supplier, and the local content included in the package is% of our total bid price for complete scope of work of NIT for.....
(NIT No.....; Bid Ref.....; CPPP Tender ID

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 commencement of respective works/ services. ##

This para is applicable in packages with estimated value exceeding INR 10 Crores.

- 2.0 Further, 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)	Yes*/No*
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*Strike off, whichever is not applicable

- 3.0 We agree to furnish any information as a proof of the above to your satisfaction as and when required.
- 4.0 We also understand, false declarations will be in breach of Code of Integrity under Rule 175 (1)(i)(h) of the General Financial Rule for which a bidder or its successors can be debarred for upto two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Date:

Seal and Signature of Authorized Signatory



UNDERTAKING ON LETTER HEAD

To,

M/s Hindustan Salts Limited,
Kharaghoda, Surrendranagar,
Gujarat 382 760

Subject : Provisions under Rule 144 (xi) of the GFR

Tender No:

Tender Title : DEVELOPMENT OF 1000 MW SOLAR PV PROJECT AT KHARAGHODA,

Dear Sir,

We have read the clause regarding Provisions under Rule 144 (xi) of the GFR which mandates the bidder from a country sharing land border with India to be registered with a competent authority, we certify that, bidder M/s.....

..... (Name of Bidder) is:

(i) Not from such a country []

(ii) If from such a country, has been registered with the Competent Authority. (Evidence of valid registration by the Competent Authority shall be attached) []

(Bidder is to tick appropriate option ✓ or X)

We hereby certify that bidder M/s.....

..... (Name of Bidder) fulfills all requirements in this regard and is eligible to be considered against the tender.

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal



Annexure II

Undertaking towards EMD
<On bidders Letter Head>

Subject: Undertaking as per GFR – 2017, Rule 170(iii)

To:
Hindustan Salts Limited,
Kharaghoda, Surrendranagar,
Gujarat – 382 760

Dear Sir,

We, the undersigned, offer to bid, in response to your Tender No.; NIT No.; Bid Ref. No. for the following Work/Services at Hindustan Salts Limited at Kharaghoda:

A) DEVELOPMENT OF 1000 MW SOLAR PV PROJECT AT KHARAGHODA, as per Bid Ref. no.

We are hereby submitting our offer for same, which includes Technical bid and the Financial Bid through www.eprocure.gov.in. As a part of eligibility requirement stipulated in said tender document, we hereby submit a declaration in lieu of Earnest Money Deposit (EMD), as given below:

1. Our bid shall remain valid for 180 days from the date of submission and that we will not withdraw or modify our bid during the validity period,
2. In case, we are declared as successful bidder and an order is placed on us, we will submit the acceptance in writing within stipulated days of placement of order on us.
3. In case, we are declared as successful bidder and an order is placed on us, we undertake, to submit a Performance Bank Guarantee, as per terms stipulated in the Bid Document.
4. In case of failure on our part to comply with any of the above said requirements, we are aware that we shall be declared as un-eligible for said tender and /or debarred and/or blacklisted from any future bidding process of Hindustan Salts Limited, Sambhar Salts Limited or any other Government entity for a period of minimum one year.
5. The undersigned is authorized to sign this undertaking.

Yours sincerely,
Authorized Signatory:

Name and Title of Signatory:

E-mail & Mob. No.:

**Annexure III****<Submitted by the Certificate from Chartered Accountant for Annual Turnover of Bidder>**

Format for submitting details of Bidder's Company Financial Turnover as per qualification criteria for evaluation

Name of Bidder:

S. No.	Name	<Bidder>
	Financial Year (F.Y.)	Annual Turnover (in Rs.)
(1)	(2)	(3)
1	F.Y. 2021-22	
2	F.Y. 2020-21	
3	F.Y. 2019-20	
4	Average Turnover [Row (2) + Row (3) + Row (4)] / 3	

Minimum Attachment:

1. Duly certified documents based which this certificate is issued (like P&L, Balance Sheet of periods etc.)

I undertake that the information provide above is correct based on the documents produced.

Date:
UDIN:

(Chartered Accountant)
<with stamp mentioning Mem.No.>

**<Submitted by the Certificate from Chartered Accountant for Networth of Bidder>**

Name of Bidder:

M/s. Hindustan Salts Limited (hereinafter referred to as HSL) has invited offers vide their tender No. _____ for _____ and M/s. _____ (Bidder) intends to bid against the said tender.

As defined **under Clause 4 i.e. Financial Capacity of Section III (Qualification Criteria)** of tender documents:

“**NET WORTH**” means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account and debit or credit balance of profit and loss account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

Based on the above definition “Net Worth“ of Bidder is calculated as mentioned below :

S.No.	Details	<Bidder>
1	Value of the paid-up share capital	
2	All reserves created out of the profits and securities premium account	
3	debit or credit balance of profit and loss account	
4	Total Row (4) = (Row (1)+(2)+(3)	
5	aggregate value of the accumulated losses	
6	deferred expenditure	
7	miscellaneous expenditure not written off, as per the audited balance sheet	
8	Total Row (8) = (Row (5)+(6)+(7)	
9	Net Worth as on 31.03.2022 =Total Row (4)-Row(8) excluding reserves created out of revaluation of assets, write-back of depreciation and amalgamation	

Minimum Attachment:

1. Duly certified documents based on which this certificate is issued (like profit and loss account, Balance Sheet of periods etc.)

I undertake that the information provide above is correct based on the documents produced.

Date:

UDIN:

(Chartered Accountant)
<with stamp mentioning Mem.No.>

**<Submitted on Bidders Letter Head>**

Format for submitting details of Bidder as per Clause (i)(b) of Clause 3.1 (d)
(Additional note / Conditions) of Technical qualification criteria for evaluation (If Applicable)

Name of Bidder:

M/s. Hindustan Salts Limited (hereinafter referred to as HSL) has invited offers vide their tender No. _____ for _____ and M/s. _____ (Bidder) intends to bid against the said tender.

Bidder is dealing (i.e. Development / Commissioning of Solar Plant {delete whichever not applicable}) in for a period of at least 5 years, details of the same mentioned below

S. No.	Period	Field : Solar Plant / Park	Details of Works/Services Executed(*) Please mention Solar Plant is Developed / Commissioned
1.			
2.			
3.			
4.			

(*) Note: Self-Certified Copy of Documents related Development or Commissioned of Solar plant / Park (*) are enclosed.

Date

Seal and Signature of Bidder

**CHECKLIST**

Bidder Name:

Bidder Address:

S. No.	Description	Status
1	Tender Fee deposit Proof	
2	Section IV (A) Bid Submission Form	
3	Additional information about the bidder as per the format provided in Section IV (C)	
4	National Electronic Fund transfer (NEFT) Form as per Section IV(D) for payment in Indian Rupee, if applicable.	
5	Document prescribed in the Qualification Criteria mentioned in section III	
6	Proof of Bid Security / Earnest Money Deposit (EMD)	
7	Filled BoQ uploaded (Not to be attached with Technical Bid)	
8	“Self-Certification under Public Procurement (Preference to Make In India)” as per Form I	
9	Undertaking in compliance to Provisions under Rule 144 (xi) of the GFR as per Form II	
10	Corrigendum /Addendum (if any) signed & stamped	
11	Undertaking on Non-judicial stamp paper Annexure.I	
12	Undertaking as per GFR, Annexure-II	
13	Annual Turnover Certificate, Annexure.III	
14	Networth of Bidder Certificate, Annexure IV	
15	15Technical Qualification Information,Annexure-V	
16	Any other documents (If Any)	