



**THE SINGARENI COLLIERIES COMPANY LIMITED  
(A GOVERNMENT COMPANY)**

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e -TENDER NOTICE (NIT)

FOR

**Design, Engineering, Supply, Construction,  
Erection, Testing & Commissioning of  
cumulative capacity of 134.5 MW (AC)  
ground based & OB Dump based Solar PV  
Power Plants at 04 different sites along with  
10 years Plant O&M,  
as detailed in the NIT.**

***ENQUIRY NO: E012300188 Dt.03.09.2023***

**EMD AMOUNT: Rs.1.00 Crore.**

Tender for Design, Engineering, Supply, Construction, Erection, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) ground based Solar PV Power Plants along with 10 yearsPlant O&M at different sites.



**THE SINGARENI COLLIERIES COMPANY LIMITED  
(A GOVERNMENT COMPANY)**

**CORPORATE MATERIAL PROCUREMENT DEPARTMENT  
KOTHAGUDEM COLLIERIES P.O - 507101  
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CIN:U10102TG1920SGC000571  
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**NOTICE INVITING TENDERS (NIT)**

**Sub:** Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of cumulative 134.5 MW (AC) ground based & OB Dump based Solar PV Power Plants along with 10 years Plant O&M at four different sites at SCCL

<b>Enquiry Number</b>	E0123O0188 DT.03.09.2023.
<b>Tender ID</b>	455830
<b>Tender Category</b>	Products / Services
<b>Order Type</b>	<del>Rate Contract</del> / Firm Order
<b>Mode of Tendering</b>	Tender-Cum-Reverse Auction (Critical)
<b>Number of Sources</b>	Single source
<b>Mode of enquiry</b>	Open
<b>Tender Stages</b>	Single stage, Two cover (Techno-commercial & price bids), Tender wise
<b>Input Tax Credit</b>	Applicable
<b>Evaluation Type</b>	<del>Item wise</del> / Item rate ( <del>Schedule</del> /Tender wise)
<b>Currency Type</b>	INR / <del>Multi currency</del>
<b>Applicability of EMD</b>	<del>Not applicable</del> / Applicable (1% / fixed amount / <del>partial amount</del> / <del>schedule wise amount</del> )
<b>Tender Due dates</b>	As specified in the TS-Portal against above tender ID.

1. Tenders are invited for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of cumulative 134.5 MW (AC) capacity ground based Solar PV Power Plants along with 10 years Plant O&M at different sites at SCCL. Technical specifications (Section-VI) are attached as Annexure.
2. Bidder shall submit an EMD of INR. 1,00,00,000/- (Indian Rupees One crore only) through online utilizing the "Payment Gateway Service on e-Procurement platform". (For other details Pl. refer EMD clause). Alternately, Bidders can also submit Bid Security / EMD in the form of a Bank Guarantee for an amount of **INR 1,00,00,000/- (Indian Rupees One Crore only)** as per provisions specified in Bidding documents.
3. **Pre-Bid meeting:** A pre-bid meeting will be held at Singareni Bhavan, Hyderabad as per the date mentioned in the e-portal. The bidders' authorized representatives are invited to attend the pre-bid Conference. Bidders may participate in virtual mode also. The prospective bidders may send their request to join the pre-bid meeting. Non-attendance at the pre-bid meeting will not be a cause of disqualification.

**SCCL Helpdesk Numbers for Bid Submission: Numbers: 08744 - 235558/235559/ 235553**

Tender for Design, Engineering, Supply, Construction, Erection, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) ground based Solar PV Power Plants along with 10 years Plant O&M at different sites.

## Formalities for participating in the Tender through E-Procurement.

- a) M/s The Singareni Collieries Company Limited is publishing tenders through TS e-Procurement Portal i.e. <https://tender.telangana.gov.in>.
- b) To participate in the e Procurement tender(s), Bidders have to complete the two formalities independent of each other.
  - Obtaining Digital Signature Certificate (DSC): To participate in SCCL Tenders DSC with Duel Pair (Signing and Encryption) is required.
  - Those interested in participating in the tender shall register/create an account in the web site <https://tender.telangana.gov.in> on the home page click on the link Supplier Register for on line registration (Helpdesk Hyd: 040-33762222/23)
- c) Tenders are to be submitted on line after registering in <https://tender.telangana.gov.in>
- d) E-Procurement Transaction Fee  
As per GO MS 13 dated 07.05.2006, the bidders should pay E-procurement Transaction Fee @ 0.03% on their quoted value (on landed cost basis) plus GST on the transaction fee. The rate of GST is as per GOI directives. The present rate of GST is 18% on e-procurement transaction fee. Participating bidders shall submit [transaction fee at @ 0.03% + 18% GST on the transaction fee](#) as prescribed on E-Procurement at the time of bid submission.

However, there is a cap on transaction fee of Rs 10,000 in case the quoted value is up to Rs 50 crores and a cap of Rs 25,000 in case the quoted value is more than Rs 50 crores. The GST is over and above the cap value.

### **There is no exemption towards the payment of E-procurement Transaction fee.**

- e) Corpus Fund:  
As per GO MS No.4 User departments shall collect 0.04% of ECV/EOV (estimated contract/order value) with a cap of Rs. 10,000 (Rupees ten thousand only) for all goods and services with ECV up to Rs.50 Crores, and Rs. 25,000/- (Rupees twenty-five thousand only) for goods and services with ECV above Rs.50 Crores, from successful bidders.  
  
The successful bidder shall pay the corpus fund electronically to M/s. TSTS, the service provider through "Payment Gateway Service on E-Procurement platform" before entering into agreement / issue of purchase orders (Concerned Purchase Officer will initiate online request for payment of corpus fund through e-Portal against that enquiry).  
  
There shall not be any charge towards e-Procurement fund in case of goods and services with ECV/EOV less than and up to Rs. 10 lakhs.

Further any clarifications, contact 08744-235558/9 from 10.00AM to 5.30PM.

Tender for Design, Engineering, Supply, Construction, Erection, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) ground based Solar PV Power Plants along with 10 years Plant O&M at different sites.
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**Note: Technical specifications & Scope of work are attached separately.**

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## 2. INVITATION FOR BIDS (IFB)

**Subject: DESIGN, ENGINEERING, SUPPLY, CONSTRUCTION, ERECTION, TESTING & COMMISSIONING OF 134.5 MW (AC) GROUND BASED SOLAR PV POWER PLANTS WITH 10 YEARS PLANT O&M AT SINGARENI COLLIERIES COMPANY LIMITED (SCCL), TELANGANA.**

- 1.0 The Singareni Collieries Company Limited (SCCL) is a Government Coal mining Company jointly owned by the Government of Telangana and Government of India in the ratio of 51:49. At present SCCL have 25 Underground mines and 19 Opencast mines and the Company produced 67.13 Mill Ton of coal in the year 2022-23.
- 2.0 SCCL has diversified and entered into power generation by setting-up of 2x600MW Coal based Thermal Power Plant. SCCL is also planning to enhance its thermal power capacity to 2000 MW by adding 1x800MW Super Critical Unit.
- 3.0 Singareni Collieries Company Limited (SCCL), envisages the execution of Green Energy by way of implementing Solar PV Power Plants at SCCL in the State of Telangana. This would not only be a leap towards the use of Green Energy for SCCL but also be means of self-reliant and Economical Energy which would capitalize the abundance of Solar Energy. SCCL has already commissioned Solar power plants of 224 MW capacity at 9 locations of SCCL.
- 4.0 **Total project capacity of 134.5 MW of 132 KV Evaluation is located at 04 different sites at SCCL as given below:**

Sl.No.	LOCATION	SITE CAPACITY (MW) (AC)
1	Kothagudem Area	32.5 MW
2	Sri Rampur Area	27.5 MW
3	STPP Area	37.5 MW
4	Ramgundam-3 Area	37 MW (20 MW round based & 17 MW OB Dump based)
<b>Total</b>		<b>134.5 MW</b>

- 5.0 Eligibility conditions set forth in the tender document are as per 134.5 MW (AC) cumulative capacity basis only. Bidders are required to quote accordingly for the complete cumulative capacity of 134.5 MW (AC). The total capacity of 134.5 MW will be awarded to a single successful bidder only selected after e-RA.

However, there will be separate contract agreements based on separate sites with the same successful bidder e-RA will be conducted on the total cumulative capacity of 134.5 MW only. The total price of EPC and O&M arrived after e-RA, will be converted to the per MW price. Based on the per MW price arrived, the per site project EPC and O&M price will be calculated by multiplying the per MW price with the respective site capacity. In the same way, the respective site O&M prices will be calculated. Accordingly, 02 different EPC and O&M NOA/contracts will be awarded for the respective site to the single successful bidder only.

EMD to be submitted by the bidders for the complete 134.5 MW project capacity. However, the successful bidder will be required to submit respective separate contract performance securities & advance bank guarantees (if availed) for individual sites as there will be individual contract agreements with the successful bidder based on site capacity. SCCL reserves the option to reduce any of the above-mentioned site

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capacity from the overall cumulative capacity before/after award of contract agreement. Accordingly, the total project price will be proportionately reduced & the final project price arrived as such after reduction will be the final project price of the contract agreement.

**6.0 Void.**

**7.0 Regarding PPP:**

W.r.t Ministry of new & renewable energy (MNRE) order no 283/22/2019-grid solar dated 23<sup>rd</sup> sep 2020 for the public procurement (preference to make in India) including any amendments, to provide for purchase preference (linked with local content) in respect of renewable energy (RE) sector & department for promotion of industry and internal trade (DPIIT) notification no. p-45021/2/2017-PP (BE-LI) dated 4th June, 2020 including any amendments,

The procurement of solar modules & solar inverters for the subject tender will be done from class I local suppliers only, wherein, a class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under the above said orders.

**8.0 Regarding ALMM:**

The provisions as contained in the O.M. dated 10.03.2021 issued by MNRE on the subject "approved models and manufacturers of solar photovoltaic modules (requirement of compulsory registration) order, 2019-implementation-Reg." and its subsequent amendments and clarifications, shall be applicable for this tender. the cells and modules used in the project under this tender shall be sourced only from the models and manufacturers included in the list-I (solar PV modules) of ALMM order, annexure-I of the OM, issued by MNRE on 10th march, 2021 which will be updated by MNRE from time to time. the modules to be procured for this project, shall be from the list-I of the ALMM order applicable on the date of invoicing of such modules. bidders shall also provide a disclosure regarding that they are aware of binding provisions of the ALMM order and the list(s) there under, while quoting for the tender.

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

- (i) Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of cumulative 134.5 MW (AC) ground based Solar PV Power Plants under different packages at Singareni Collieries Company Limited, Telangana, India".
- (ii) Comprehensive operation & maintenance of the Solar PV Power Plants for 10 (Ten) years as mentioned in detailed scope of work, after successful commissioning and performance demonstration, as detailed in technical specification, including supply and storage of all mandatory spare parts, consumables, repairs/ replacement of any defective equipment, etc.

The above scope of work is indicative and the detailed Technical Specifications & scope of work are attached to the Tender.

**10.0 EMD BG (if bidder opted for) shall be enclosed in a sealed envelope and shall be submitted in the office of GM (MP) SCCL (offline) whose mailing address is mentioned in NIT.**

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

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- 12.0 The detailed Qualifying Requirements (QR) are given in this section.
- 13.0 e - Reverse Auction (e-RA) will be conducted as per provisions of **Instructions to Bidders (ITB)** of Tender documents.
- 14.0 SCCL reserves the right to cancel/ withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

The brief details of the tender are as under:

<b>(A)</b>	<b>NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB</b>	<p>Design &amp; engineering, procurement &amp; supply of equipment and materials, testing at manufacturers works, multi – level inspections, packing and forwarding, supply, receipt, unloading and storage at site, associated civil works, services, permits, licenses, installation and incidentals, insurance at all stages, erection, testing and commissioning of 134.5 MW (AC) Grid Interactive ground based Solar PV Power Plants and performance demonstration with associated equipment and materials on turnkey basis at different sites of Singareni Collieries Company Limited (SCCL), in Telangana State along with 10 (Ten) years comprehensive operation and maintenance from the date of commissioning or Operational Acceptance, whichever is later.</p> <ol style="list-style-type: none"> <li>1. Design, Procurement &amp; Supply, and erection of the following, in all respect: <ol style="list-style-type: none"> <li>1.1 Solar panels including module mounting structures and fasteners.</li> <li>1.2 All power conditioning systems including junction boxes, Inverters/ PCU, DC and AC circuit breaker(s).</li> <li>1.3 All associated electrical works and equipment required for interfacing line/ cable (i.e. transformer(s) – power and auxiliary, breakers, isolators, lightning arrestor(s), LT/other panels, protection system, cables, metering etc., but not limited to) as per technical specifications.</li> <li>1.4 Design, supply, erection, testing &amp; commissioning defined in scope of work/ TS as per project requirement and associated switchgear equipment and metering equipment as per technical specification and state regulations.</li> <li>1.5 All associated civil works, including design and Engineering, for: Earthwork for Site grading, cutting, filling, leveling &amp; compacting, internal Roads, Storm water drainage in the requisite project land as required for development of this Solar PV Power Plant</li> <li>1.6 Construction of Passage for Cleaning of Solar PV Project</li> <li>1.7 Construction of rainwater drainage, if required</li> <li>1.8 Setting up of a comprehensive Fire Protection system as per the Hazardous area classification for the site</li> <li>1.9 Supply of mandatory spares &amp; special tools and tackles</li> <li>1.10 Demonstration of performance of the plant as per the requirement specified in the bidding documents.</li> <li>1.11 Comprehensive operation &amp; maintenance of the SPV plant for 10 (Ten) years as mentioned in detailed scope of work from the date of commissioning or Operational Acceptance, whichever is later, as detailed in technical specification, including supply and storage of all spare parts, consumables, repairs/ replacement of any defective equipment etc.</li> <li>1.12 Obtaining all associated statutory and regulatory compliances and approvals for successful construction, commissioning and operation of plant</li> <li>1.13 The detailed scope of work is given in Section T1 &amp; Section T2: Scope of Work, specifications and Drawings of this bidding documents.</li> </ol> </li> </ol>
<b>(C)</b>	<b>SOURCE OF FUNDS</b>	Debt & Equity

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<b>(D)</b>	<b>BIDS FROM CONSORTIUM/ JOINT VENTURE</b>	Bids from Consortium/ Joint Venture are allowed.
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**15.0** Bidders are advised to bid strictly as per terms and conditions of the tender documents and not to stipulate any deviations/ exceptions.

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

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

(i) **First Contract (Supply & Service Part):** For providing the Ex Works Supply, materials including mandatory spares and any other supplies specified in the Tender Documents under the scope of Supply. For all services i.e., including Transportation and Insurance of all Equipments till site, Unloading, Storage, Handling at Site, Civil Works, Design, engineering, Erection, Installation, Testing and Commissioning including Performance Testing in respect of all the Equipments supplied under the scope of Supply and any other services specified in the Contract Documents.

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

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

**18.0 QUALIFYING REQUIREMENTS (QR)**

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

**18.1 GENERAL ELIGIBILITY CONDITIONS**

The Bidder should be a body incorporated in India under the Companies Act, 2013 including any amendment thereto. Government owned Enterprises who are registered and incorporated in India including Limited Liability Partnerships engaged in the business of Power/Infrastructure are also eligible for this order. Those companies, who have been debarred/ blacklisted by the Government of India or SCCL for conducting business, are not eligible to participate in this tender.

It's a "Domestic Competitive Bidding" and the bidder should be an Indian company registered in India and should be Group Company or Holding Company or Subsidiary company of a company meeting the requirement (s) of Clause 18.2 and 18.3 below. The subsidiary of a foreign company, which is registered in India under Companies Act, 1956 or 2013 prior to the bid submission deadline, is eligible to participate.

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

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As the Proprietorships, Partnerships, NGOs, Charitable Trusts, Educational Societies in any form are not allowed to participate in the tendering process, hence any Proprietorships, Partnerships, NGOs, Charitable Trusts, Educational Societies MSME vendor will also not be eligible to participate in the bidding process (Either individually or in Joint Venture/ Consortium).

## 18.2 TECHNICAL ELIGIBILITY CONDITIONS

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

### Route I

I (A). The bidder should have experience in EPC execution of Ground mounted Solar Projects on Turnkey basis including Design, Supply (Supply of Modules & Inverters can be inclusive or exclusive in the bidder's scope in the past experience), Installation and Commissioning of Grid connected Solar PV Power Plant of cumulative Capacity not less than **67 (Sixty Seven) MW** in last seven Financial years as on last date of bid submission. However, such Grid connected Solar PV Power Plant capacity must have been in satisfactory operation for at least six (06) months prior to the last date of bid submission.

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I (B). Out of the above, the bidder should have experience in EPC execution of Ground mounted Solar Projects on Turnkey basis including Design, supply (Supply of Modules & Inverters can be inclusive or exclusive in the bidder's scope in the past experience), installation & commissioning of at least **02 (Two) Grid connected Solar PV Power Plant Projects** having an individual capacity of **16 (Sixteen) MW or above** in last seven Financial years as on last date of bid submission. However, such Grid connected Solar PV Power Plant capacity must have been in satisfactory operation for at least six (06) months prior to the last date of bid submission.

OR

### Route II

II (A). The bidder should have experience in execution of Ground mounted Solar Projects as a Developer of Grid-connected Solar PV Power Plant(s) of cumulative Capacity not less than **67 (Sixty Seven) MW** in last seven Financial years as on last date of bid submission. However, such Grid connected Solar PV Power Plant capacity must have been in satisfactory operation for at least six (06) months prior to the last date of bid submission.

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II (B). Out of the above, the bidder should have experience in execution of Ground mounted Solar Projects as a Developer of at least **02 (Two) Grid connected Solar PV Power Plant Projects** having an individual capacity of **16 (Sixteen) MW or above** in last seven Financial years and till last date of bid submission. However, such Grid connected Solar PV Power Plant capacity must have been in satisfactory operation for at least six (06) months prior to the last date of bid submission.

The list of projects commissioned at least 6 months prior to the last date of Bid Submission, indicating whether the project is grid connected, along with a scanned copy of the Commissioning certificate and Work order / Contract / Agreement/LOI from the Client (or Owner) shall be submitted in support of Clause 18.2 above.

The Performance Certificate must have been issued for a minimum duration of 06 (Six) months from the date of commissioning. The Performance Certificate/Joint meter reading (JMR) reports shall have been issued by any state/ central owned agencies or state power departments or authorized

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representative of Power off-taker (Discom /Private Power purchaser). EPC projects with solar PV module or Inverters supplied by developer/ owner as free issue item to EPC contractor shall also be considered eligible for Route I.

### **18.3 FINANCIAL ELIGIBILITY CONDITIONS**

The Minimum Average Annual Turnover (MAAT) of the bidder in the last three financial years should be INR **Rs.262,00,00,000** (Indian Rupees Two hundred and sixty two crore only). (In case of tenders having the submission deadline up to 30th September of the relevant financial year and audited financial results of immediate 3 preceding financial years being not available, the bidder has an option to submit the audited financial results of three years immediately prior to relevant financial year. In case the bid submission deadline is after 30th September of the relevant financial year, bidder has to submit the audited financial results of immediately preceding three financial years).

MAAT shall mean Revenue from Operations as incorporated in the profit & loss account excluding other income, e.g. sale of fixed assets. This must be the individual Company's turnover and not that of any group of Companies. A summarized sheet of average turnover, certified by a practicing Chartered Accountant/Statutory Auditor should be compulsorily enclosed along with corresponding annual accounts.

#### **AND**

The net worth for the last audited financial year should be positive. "Net Worth" of the Bidder shall be calculated as per the Companies Act, 2013. In case the bid submission deadline is after 30th September, bidder has to submit the audited financial results of preceding financial year.

#### **AND**

The bidder should have a minimum Working Capital of **INR 163,00,00,000/-** (Indian Rupees One hundred and sixty three crore only) as per the last audited financial statement. In case the bid submission deadline is after 30th September, bidder has to submit the audited financial results of preceding financial year. If the bidder's working capital is inadequate, the bidder should supplement this with a letter from the bidder's bank(RBI approved), having net worth not less than INR 500 Crores, confirming availability of the line of credit for more than or equal to **INR 163,00,00,000/-** (Indian Rupees One hundred and sixty three crore only) to meet the working Capital requirement of this particular Project.

- 18.3.1 For participation as an EPC Bidder under Route I: In case the bidder is a subsidiary of a holding company, financial eligibility criteria referred to in clause 18.3 above shall be of that subsidiary company only (i.e. excluding its holding company).
- 18.3.2 The Bidder will provide a copy each of audited annual report of previous three financial years for ascertaining their turnover and Net Worth for the purpose of verification.
- 18.3.3 The derivation of "Net Worth" of the Bidder shall be calculated as per Company Act 2013.
- 18.3.4 Other income (as per the Companies Act, 2013 including amendment/ clarifications), shall not be considered for arriving at annual turnover.
- 18.3.5 A scanned copy of Certificate of Incorporation of the Bidder shall be furnished in the bid (through online mode).
- 18.3.6 Bidders shall furnish documentary evidence as per the prescribed format, duly certified by the Authorized Signatory and the Statutory Auditor / Practicing Chartered Accountant of the Bidding Company in support of their financial eligibility.

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

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

**18.3.7. For participation as an EPC Bidder under Route I:**

In case the bidder is a subsidiary of a holding company, financial eligibility criteria referred to in the clause above, shall be of that subsidiary company only (i.e. excluding its holding company). A job executed by a Bidder for its own plant/projects cannot be considered as experience for the purpose of meeting the Eligibility Conditions of the tender. Also, the jobs executed for Subsidiary/ Fellow subsidiary/ Holding company will not be considered as experience for the purpose of meeting Eligibility Conditions.

**18.4 JOINT VENTURE & CONSORTIUM CONDITIONS:**

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

- 18.4.1 The Lead member of the JV/Consortium shall meet individually 100% of Technical Eligibility Conditions given at para 18.2 above.
- 18.4.2 There can be a maximum of 03 (Three) members in a JV/Consortium. The Lead member of the JV/Consortium shall meet not less than 50% of minimum Financial Eligibility Conditions (MAAT & Working Capital) individually given at para 18.3 above. Herein, apart from the Lead member, a minimum of **20%** financial eligibility should be met individually by all other members of the JV/Consortium. However, all the JV/Consortium members must meet collectively 100% Financial Eligibility Conditions given at para 18.3 above.
- 18.4.3 In the case of a joint venture/Consortium, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV/Consortium shall nominate the Lead Member of the JV/Consortium who shall have the authority to conduct all business for and on behalf of any and all the members of the JV/Consortium during the Bidding process and, in the event the JV/Consortium is awarded the Contract, during contract execution.
- 18.4.4 A firm that is a Bidder (either individually or as a JV/Consortium member) shall not participate as a Bidder or as JV/Consortium member in more than one Bid. Such participation shall result in the disqualification of all Bids in which the firm is involved.
- 18.4.5 The Bid security (EMD) of a JV/Consortium shall be in the name of the JV/Consortium that submits the Bid.
- 18.4.6 In case of the award, the Performance Security, to be submitted by a JV/Consortium shall be in the name of the JV/Consortium that has been awarded the NOA/Contract Agreement. If the JV/Consortium has not been legally constituted into a legally enforceable JV/Consortium, the Performance Security can be in the names of all the partners/members of the JV/Consortium or in the

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- name of “lead bidder” with proper power of attorney given by other partners/members of the JV/Consortium.
- 18.4.7 In the case that the Bidder is a JV/Consortium, the Bid shall be signed by the authorized representative of the Lead partner/member of the JV/Consortium on behalf of the JV/Consortium, and so as to be legally binding on all the partners/members as evidenced by a power of attorney signed by their legally authorized representatives.
- 18.4.8 The joint venture/Consortium agreement should indicate precisely the responsibility of all partners/members of JV/Consortium in respect of planning, design, manufacturing, supply, installation, commissioning and training. All members of JV/Consortium should have active participation in execution during the currency of the Contract. The composition or the constitution of the JV/Consortium shall not be varied/ modified subsequently without prior approval of the Employer/Owner.
- 18.4.9 The Joint Venture/Consortium must meet the minimum Criteria as per 18.4.2 for which purpose, the relevant figure of average annual turnover and liquid assets/ credit facilities for each of the partners of the JV/Consortium shall be added together to arrive at total eligibility of the Joint Venture/Consortium. The net worth of each Partner of JV/Consortium should be positive.
- 18.4.10 A Joint Venture (JV), may or may not be incorporated as a Registered Company.
- 18.4.11 A Joint Venture (JV), if incorporated as a Registered Company, is required to submit Performance Security (In case of award) in the name of Joint Venture only.
- 18.4.12 A JV is required to submit Form of Undertaking by the JV Partners (Format-1) and Form of Power of Attorney (Format-2) as per prescribed formats enclosed in Section – 5. A Consortium is required to submit Form of Undertaking by the Consortium Partners (Format-3) and Form of Power of Attorney (Format-4) as per prescribed formats enclosed in Section – 5 (Annexures & Formats).
- 18.4.13 JV/ Consortium is also required to declare detailed scope of work to be executed by each partner/member of JV.
- 18.4.14 The Employer may assess the capacity and capability of the bidder, to ascertain that the bidder can successfully execute the scope of work covered under the package within stipulated completion period. This assessment shall inter-alia include (i) document verification, (ii) bidder’s facilities visit, (iii) details of works executed, works in hand, anticipated in future & the balance capacity available for the present scope of work, (iv) details of plant and machinery, testing facilities, design capabilities, manpower and financial resources, (v) details of quality systems in place, (vi) past experience and performance, (vii) customer feedback, (viii) banker’s feedback etc.
- 18.4.15 In order to avail the benefits of exemptions in JV/ Consortium, all the partners of JV/ Consortium must be MSME Vendors/ Developers registered under UDYAM Registration Certificate..

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

## **2. INFORMATION/ INSTRUCTION TO THE BIDDERS FOR SUBMISSION OF BIDS THROUGH e-PORTAL**

### **1. Submission of Bid:**

1. The bidder shall submit his response through Bid submission to the tender on e-Procurement platform by following the procedure given below. The bidder would be required to register on the e-procurement market place <https://tender.telangana.gov.in> and submit their bids online. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.
2. The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats displayed in e-Procurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids and other certificate/documents in the e-Procurement web site.
3. The system would only authenticate the Encryption certificate uploaded into the E-procurement system at the time of User Registration or updated through User profile. The bidder has to ensure that the uploaded certificate in the e-procurement system is used for the Bid submission and no other certificate though valid will not be recognized by the e-procurement system.

### **2. Registration with e-Procurement platform:**

1. For registration and online bid submission bidders may contact HELP DESK. <https://tender.telangana.gov.in>
2. Digital Certificate authentication: The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e Procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-Procurement platform.
3. For obtaining Digital Signature Certificate, you may please Contact:  
TSTS Office, 2nd floor, HACA Bhavan, Opp Public Gardens, Saifabad, Hyderabad – 500004, Contact Helpdesk : 9177769764

(OR)

You may please Contact Registration Authorities of any Certifying Authorities (CA) in India. The lists of CAs are available by clicking the link <https://tender.telangana.gov.in/digital-signature.html#>

### **3. Hard copies:**

- i No hard copies shall be submitted to the tender inviting authority before the opening of the price bid, except EMD BG as opted..
- ii The department shall carry out the technical evaluation solely based on the uploaded certificates/documents in the e-Procurement system.
- iii The department will notify the successful bidder for submission of original hardcopies of all the uploaded documents prior to entering into agreement, if required.

### **4. Void**

### **5. Tender Document:**

1. The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender Document and seek clarification if any from the Tender Inviting Authority. Any offline bid submission clause in the tender document could be neglected.

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2. The bidder has to keep track of any changes by viewing the Addendum/Corrigenda issued by the Tender Inviting Authority on time-to- time basis in the e-Procurement platform. The Department calling for tenders shall not be responsible for any claims/problems arising out of this.

**6. Bid Submission Acknowledgement:**

The bidder shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the bidder. Users may also note that the bids for which an acknowledgement is not generated by the e-procurement system are treated as invalid or not saved in the system. Such invalid bids are not made available to the Tender Inviting Authority for processing the bids. The Government of TS is not responsible for complete bid submission by bidders.

**7. Letter of Bid:**

1. The format of Letter of Bid (as given in the NIT) will be downloaded by the bidder and will be printed on Bidder's letter head and the scanned copy of the same will be uploaded during bid submission in PQ Stage. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded by the bidder must be the same as per the format downloaded from website and it should not contain any other information.
2. The physical signature in the Letter of Bid (LOB) will be accepted without questioning the identity of person signing the Letter of Bid as it contains digital signature of DSC holder.
3. If there is any change in the contents of Letter of Bid uploaded by bidder as compared to the format of Letter of Bid uploaded by the department with NIT document, then the bid will be rejected.

**8. Modification / Withdrawal of Bid :**

1. Modification of the submitted bid shall be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid on-line as many times as he may wish. However, any increase in quoted rate shall attract additional transaction fee for the released value.
2. Bidders may withdraw their bids online within the end date of submission. There is no refund of transaction fee for withdrawal of bids.

**9. Evaluation of Bid:**

1. The bidder will have to upload scanned copies of various documents as specified in NIT for the evaluation process.
2. PQ documents (Technical Bid) shall be decrypted and opened on-line, on the pre-scheduled date and time by the Bid Openers with their Digital Signature Certificate (DSC). The submitted bids shall be evaluated for General, Technical, and Commercial terms & conditions.
3. Initially, there will be a technical scrutiny report and commercial scrutiny report generated by the system itself. The copies of system generated technical and commercial scrutiny reports shall be available in the system and may be downloaded by Technical department and Purchase department respectively for separately carrying out the technical and commercial scrutiny. Subsequently, technical and commercial scrutiny generated by the system shall be scrutinized/ verified by the concerned departments in light of documents uploaded by the bidders in respect of bidders qualified based upon template response only.

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4. SCCL reserves the right to verify any of the documents uploaded by the bidder at any stage. All communication will be on e-mail and SMS basis. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents.

**10. Shortfall Document:**

1. The Purchaser may seek shortfall documents during the techno-commercial evaluation of the bids. Any form of communication with SCCL regarding submission of any additional documents will not be allowed.
2. These documents may be allowed to be uploaded within the specified time period indicating the “start date & time and end date & time” for online submission by the bidder. The above documents will be specified on-line under the link uploaded shortfall document. The bidders will get this information on their personalized dashboard under “upload shortfall document/ information” link.
3. Additionally, information shall also be sent by system generated email/ SMS, but it shall be the bidders responsibility to check the updated status/ information on their personalized dashboard at least once in a day after opening of bid. No separate communication shall be provided in this regard. Non receipt of e-mail/ SMS shall not be accepted as a reason of non-submission of documents within prescribed time. Firstly, the firm may be given maximum of 7 days time to upload the required documents under shortfall. The firm may be given 2<sup>nd</sup> chance by giving maximum of 3 days time for uploading the required documents under shortfall, if required. Due dates can't be altered. The bidders shall upload the requested documents within the specified period and no additional time shall be allowed for on-line submission of documents under shortfall.
4. Shortfall documents shall not be sought for submission of EMD.

**The bidders are requested to upload all the required documents as per NIT in support of their bids along with the bid itself, as seeking of short fall documents by SCCL is not mandatory.**

11. The final techno-commercial evaluation of the bids shall be done by the concerned Technical & commercial departments, which shall require approval of concerned HOD.
12. After the techno-commercial evaluation, as above, case may be put up to the tender committee for deliberations and recommendations in respect of listing of techno-commercially acceptable bidders. After evaluation of Techno-commercial bid, all the bidders will get the information regarding status of their eligibility along with the date of Price-bid opening on their personalized dash board and also by system generated e-mail. It will be the bidder's responsibility to check the status of their Bid online at least once daily, after the opening of Techno-commercial bid till opening of the Price-bid. No separate communication will be made to the bidder in this regard.
13. After the short listing of techno-commercial evaluation acceptable bidders as above, the date and time of opening of Price bids shall be scheduled in the Portal and shortlisted firms shall also be informed through system generated email and SMS alert.
14. The Price bids of shortlisted bidders (qualified in techno-commercial evaluation) will be decrypted and opened on the scheduled date and after the pre-scheduled time by the Bid Openers with their Digital Signature Certificate. The Techno-Commercial Evaluation will be made available in the portal and a date & time will be notified to open the price bids and to conduct the reverse auction.

## 15. E- REVERSE AUCTION :

### 1. Price evaluation:

#### I. Different price Schedule details are as follows:

Schedule No.1: Ex Works basis Supply of Plant and Mandatory Spare Parts Supplied from within the Employer's Country on EXW basis & GST.

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

Schedule No.3: O&M Price & GST for the total O&M period for the plant facilities.

#### II. The Evaluated Bid Value shall be calculated using the following method:

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

- The price comprising of Ex Works basis Supply of Plant and Mandatory Spare Parts Supplied from Within the Employer's Country on EXW basis ( excluding GST) as per Schedule No 1, Plus

- Freight, Design, Civil & Installation and Other Services excluding GST, as per Schedule No 2,

Plus

##### ii. O&M NPV value for the total O&M period in 10 years, as mentioned in the tender document i.e., Schedule No 3 excluding GST.

#### III. Evaluation of Price Bid:

a) Evaluated Bid Value (EBV) for all the Bidders shall be compared to determine the lowest Evaluated Bid Value (EBV) as given by e-Portal and the lowest (L1) evaluated Bid will be subjected to E-Ra and subsequently NOA will be awarded on successful bidder on price justification.

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

c) The Total Evaluated Bid Value shall not be inclusive of Goods & Service Tax (GST). The award shall be placed with GST extra.

2. The L1 price determined by the system in INR will be the 'Start bid price' by considering the ITC applicability (In the present tender, ITC is applicable as such GST will not be included in the 'Start bid price') on which the auction will be initiated.

### 3. The reverse auction procedure is as follows:

i. All the Firms will receive, auto generated e-mails and SMS regarding their eligibility for opening of price bids and date of opening of price bids to their registered e-mail IDs and cell phone numbers.

ii. On the scheduled day, price bids will be opened and reverse auction will be initiated.

### 4. Selection of bidders for e-Reverse auction:

All the techno-commercially qualified bidders, excluding H1 bidder, subject to a minimum of 3 bidders are left after excluding H1 bidder.

### 5. Reverse auction shall be notified after opening of price bids with the following inputs:

i. **Reverse auction start price (base price):** Lowest landed cost of the price bids uploaded in e-Portal among the eligible bidders for reverse auction. These prices will automatically flows from bids opening window (Landed cost after ITC i.e. exclusive of GST).

ii. **Minimum decrement value:** 0.5% of reverse bid start price or as given by the Tender Inviting Authority.

iii. **Maximum decrement value:** 2% of reverse bid start price at a time.

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6. The system will not disclose the name of the L-1 bidder, number of bids and names of the bidders on the portal to anybody prior to the completion of Reverse auction process.
7. Reverse Auction will be initiated on the same day after opening of price bids.
8. Efforts will be made to start the Reverse Auction (RA) as early as possible after opening of price bid and same will be intimated through SMS & e-mail by the e-Portal system. However, bidders are also advised to check the details in dash board daily.
9. Server time shall be the basis of Start time & Closing time for reverse bidding and shall be binding for all. This would be visible to all concerned bidders.
10. After notifying the e-reverse auction, shortlisted bidders for e-Auctioning will be able to view the auction details in the TS e-auctioning portal with registered login.
11. The initial auctioning period will be two (02) hours. Further there is a provision of auto extension by 10 minutes. That is, the auction closing time will be extended by another 10 minutes if any fresh bid is received in last 10 minutes. If no valid bid is received during last 10 minutes of initial auctioning period or extended auctioning period, then the e-auctioning process will get closed.
12. During reverse auction, system displays only the reverse bidding prices till completion of reverse bidding. Either purchaser or the participant will not know the names of participants and their price and status (L1,L2,L3...). Only lowest price will be visible to all bidders.
13. Bidders have to mandatorily apply their decrements suitably to beat the latest base price else, e-auction system will not accept their Bids. However, at no stage, increase in price is permissible.
14. If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the price bid shall be considered as the valid price of that bidder. The status of the bidder (L1, L2 etc.) shall be evaluated considering either the bid price submitted in Reverse auction or the Price quoted in the price bid, whichever is lower.
15. After completion of reverse auction, system generates bidder wise comparative statement with L-1, L-2, L-3... status for all the bidders invited for reverse auction.
16. In case of disruption of service at the service provider's end, while the Reverse Auction Process (RAP) is online, due to any technical snag or otherwise attributable to the system failure at the Server end; the Reverse Auction Process will start again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be the "Start Bid Price" for the restarted RAP. The prices quoted in the prematurely ended RAP will be binding on all the bidders for consideration, if the restarted RAP does not trigger within the stipulated time. Disruption and restarting of RAP shall be intimated to all the bidders through system generated SMS/e-mail through e-auction portal. All the time stipulations of normal RAP will be applicable to the restarted RAP.  
  
However, in case of any such disruption at bidders end during the bidding process, the same is to the account of bidder and SCCL is not responsible for the same. Further the bidding process shall continue as it is with the participation of remaining bidders.
17. In all cases, SCCL's decision regarding selection of bidder through e-Auctioning or other-wise based on first stage quotation submitted in e-Portal or to have negotiations or annulment of tender process shall be final and binding on all participating bidders.
18. Tender inviting authority reserves the right to re-conduct the e-reverse auction, if it is felt that there is abnormality in the e-reverse auction conducted.
19. Upon the finalization of L-1 value in reverse auction, the successful bidder will be allowed to give price break up of different schedules quoted by them limiting to final

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landed cost arrived in reverse auctioning after deducting offered discount. However, the rates given in such price break up should not be more than the prices quoted for individual items in their price bid. Otherwise, the division of L-1 value arrived in reverse auction among line items will be in the same proportion as quoted in price bid submitted by that bidder for awarding the contract.

20. While applying the price reduction obtained after e-RA, the line items of the Schedules 1 & 2 (Price of Supply & Service) will be straight away reduced by applying the % reduction factor uniformly on all the line items of Schedules 1 & 2. Same way, the NPV value of each year line item of O&M under Schedule No 3, will also be straight away reduced by applying the % reduction factor uniformly. However, since the reduced line items so arrived would be the NPV values of each year O&M value, for the purpose of award, absolute values of each year O&M price line item wise will then be back-calculated by dividing the finally arrived (After applying %reduction factor post e-RA) yearly reduced NPV values by the respective year "Discounting Rate for NPV calculation" & thereby, the absolute value of O&M price will be calculated on yearly basis. The award on successful bidder will be placed on the absolute value of O&M price only and not on NPV of O&M price. NPV values are considered for the purpose of price bids evaluation only.
21. After e-reverse auction and arriving the lowest sum, the tender will be further processed and LOI/ Letter of Award (LOA) / Firm order/ Service order will be issued to the successful bidder off line on justification of offered price.
22. A Bidder will be treated as defaulter and liable for penal action, if the information / declaration / scanned documents furnished / uploaded by them, in support of qualification / eligibility criteria / provenness / or any other criteria as per the NIT is found to be wrong / misleading / not furnished / could not be verified by documentary evidence at any stage they will be liable for punitive action.
23. The bidders will have to give undertaking online that, if the information / declaration / scanned documents furnished by them, in support of the same in respect of eligibility criteria is found to be wrong or misleading at any stage they will be liable for punitive action.
24. Reverse bidding currency: The reverse bidding shall be conducted in Indian Rupees (INR) only.
16. A system generated comparative statement of landed cost will be duly vetted, before the case is put up for further processing. The Comparative Statement of Prices indicating the rates quoted by all the bidders and item wise L-1 rank will be generated by the system which will be visible to all the participating bidders on-line.
17. All the details of Techno Commercial bid and Price bid will be kept preserved in the archives for auditing purposes and the same can be accessed with special authorization. The IP address of all the bidders who have participated in the bid along with timing and date will also be kept preserved in the system.

**Billing Break-up (BBU):**

For each item of schedules 1,2&3, the BBU shall be prepared by the successful bidder in the same format (Item name, UoM, Quantity, unit Ex Works price, GST, Total price etc. and the sum of all billing break-up item prices shall be equivalent to the each respective Price schedules item prices accepted by SCCL. No BBU items can be created at the BBU stage for the Price schedules line items which have been quoted by the contractor as Zero during the bidding stage.

The successful bidder would be required to provide detailed Bill of Quantity (BOQ) along with the break-up of Contract Price with GST and HSN code of the respective goods/services, which should match with the Price Quoted by the Contractor in its Price Bids and accepted by SCCL. This will be used at the time of payment to the Contractor.

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Bidders should diligently quote the GST component in the bid. SCCL will reimburse the amount of GST as per the rates mentioned by Contractor in the detailed BOQ. In case of any statutory variation in GST during the currency of the Contract, same will be reimbursed to the Contractor subject to the treatment provided under GST Clause of the Bidding document, only in respect of the items/quantity which have been mentioned by the Contractor in the detailed BOQ.

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

Bidders shall quote GST rates appropriately for the tendered package. In future if SCCL notices the GST rates quoted by the bidder are higher than the applicable rates for the Tendered package, the successful bidder shall reimburse SCCL with the differential tax rates along with interest immediately upon such demand and if bidder fails to reimburse SCCL reserves the right to recover the same from bills of the Contractor anywhere in SCCL (Including other contracts) or appropriate the PBGs /ABGs/final 10% BG submitted by the Firm to that effect.

## **18. SIGNING OF CONTRACT AGREEMENT**

- a. Within 30 (Thirty) days of the release of Notification of Award (NOA) by SCCL, the successful Bidder/ Contractor shall be required to execute the 'Contract Agreement' with SCCL on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/ Contractor] and of 'Telangana state.
- b. In case the successful bidder fails to execute the 'Contract Agreement' as mentioned above, same will be treated as a case of non-responsiveness & default and SCCL may take suitable action to get the project successfully executed. Same shall constitute sufficient grounds for the forfeiture of EMD, if applicable.
- c. In case of Non-responsive/Non-acceptance to the NOA or CA or non-submission of timely Performance Security by the successful bidder, SCCL at its sole discretion may take appropriate actions with the forfeiture of EMD, if applicable & may annul the entire Tendering process at its sole discretion.

## **19. SITE VISIT**

Prospective Bidders are advised to visit the proposed Land site to study the actual conditions and go through the plans/ drawings connected to the present scope of work etc including power evacuation system and Ground based Project capacities and get acquainted with the same before attending Pre-bid meeting.

For visiting of site or any clarifications bidders may contact GM(E&M), Solar Energy.

**General Manager (E&M) Solar Energy,**  
Singareni Collieries Company Limited  
KOTHAGUDEM COLLIERIES P.O –  
507101Bhadradi Dist., Telangana state  
e-mail: gm\_solar@scclmines.com  
08744 235195 , 235196 & 235197

## **20. CORRESPONDENCES AND COMMUNICATION**

Correspondence and communication for Tender related queries shall be with:

**General Manager (MP),**  
Corporate Material Procurement Department  
Singareni Collieries Company Limited  
KOTHAGUDEM COLLIERIES P.O – 507101  
Bhadradi Dist., Telangana state  
Email: gm\_pd@scclmines.com

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## 21. SCCL'S RIGHT

SCCL reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever. SCCL also reserves the right to award full or part job at its discretion.

## 22. DOCUMENTS to be submitted offline.

EMD BG (In case Bidder opt for submission of BG as EMD)

EMD BG shall be submitted in sealed envelope. **The envelope shall bear {the name of Tender, Tender ID, Tender No. and the words 'DO NOT OPEN BEFORE' (due date & time)}.**

**Attention: Section-1, MP Dept.**

## 23. DOCUMENTS to be submitted on-line.

- 1) Scan copy of EMD BG (As applicable and as per Format)
- 2) Letter of Bid as per Annexure-A.
- 3) Non-Banning or Delisting Certificate as per Annexure-B
- 4) 'No Deviation Confirmation', as per Annexure-C.
- 5) Declaration on restriction on procurement from certain countries.' as per Annexure-D.
- 6) 'Declaration regarding the procurement of Solar Inverters & Solar Modules from class I local suppliers, as per Annexure-E
- 7) 'Bidders Experience as per Annexure-F
- 8) Disclosure for ALMM compliance as per Annexure-G
- 9) Format of Chartered Accountant certificate for financial capability of the bidder as per Annexure-H
- 10) Shareholding Certificate' as per Annexure-I
- 11) Documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification.
- 12) 'Other commercial information and bank details as per 'Annexure-J
- 13) Acceptance of commercial terms as per 'Annexure-K
- 14) Declaration certificate as per Annexure-L
- 15) Power of Attorney as per Annexure. as per Annexure-M
- 16) Copy of Board resolution.

## 24. Other Formats:

- 1) Joint Venture Agreement (Format-1)
- 2) Power Of Attorney for Joint Venture Agreement (Format-2)
- 3) Consortium Agreement (Format-3)
- 4) Power Of Attorney for Consortium Agreement (Format-4)
- 5) Indemnity bond to be executed by the contractor for the plant handed over for performance of its O&M contract (entire solar photo voltaic plant) – during handover (Format-5)
- 6) Indemnity Bond (Format-6)
- 7) Bank Guarantee for Earnest Money Deposit (EMD) (Format-7)
- 8) Contract performance security (PBG) (Format-8)
- 9) Format of Bank Guarantee for Advance Payment (Format-9)

## 25. Price schedules.

**Price Schedule No. 1.: Plant and Mandatory Spare Parts Supplied from within the Employer's Country (Supply)**

Item	Description	Qty	Unit
1	Supply of PV Modules as specified in the Tender Documents	1	Lumpsum
2	Supply of Inverters as specified in the Tender Documents	1	Lumpsum
3	Supply of Inverter Transformer as specified in the Tender Documents	1	Lumpsum

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4	Supply of Panels & Switchgears as specified in the Tender Documents	1	Lumpsum
5	Supply of Module Mounting Structure as specified in the Tender Documents	1	Lumpsum
6	Spare Modules (As Mandatory Spares, 0.50% of total supply of solar modules)	1	Lumpsum
7	Mandatory Spares excluding Modules	1	Lumpsum
8	Cables (All DC, LT & HT)	1	Lumpsum
9	Weather Monitoring Station	1	Lumpsum
10	Manufacture & Supply of Balance of System including all Equipments, Materials, Spares, Accessories, Safety & Fire Fighting System etc. excluding in above Solar Part supply and any other Supplies specified in the Tender Documents	1	Lumpsum

**Price Schedule No. 2.: Freight, Design, Civil & Installation and Other Services (Service)**

Item	Description	Qty	Unit
1	Freight & Insurance including Loading, Unloading, Storage, Handling at Site	1	Lumpsum
2	Design, Engineering, Installation, Erection, Testing and Commissioning including Performance Testing in respect of all the Equipments Supplied and any other Services Specified in the Tender Documents	1	Lumpsum
3	Civil and allied works including construction of Trenches, Module Mounting Structure, foundations, etc of all the Equipments Supplied.	1	Lumpsum

**Price Schedule No. 3.: Operation & Maintenance (O&M) with NPV 8.3%**

Item	Description	Year	Unit	NPV factor
1	Operation and Maintenance of the Solar PV Project for <b>FIRST YEAR</b>	1	Lumpsum	0.92
2	Operation and Maintenance of the Solar PV Project for <b>SECOND YEAR</b>	1	Lumpsum	0.85
3	Operation and Maintenance of the Solar PV Project for <b>THIRD YEAR</b>	1	Lumpsum	0.79
4	Operation and Maintenance of the Solar PV Project for <b>FOURTH YEAR</b>	1	Lumpsum	0.73
5	Operation and Maintenance of the Solar PV Project for <b>FIFTH YEAR</b>	1	Lumpsum	0.67
6	Operation and Maintenance of the Solar PV Project for <b>SIXTH YEAR</b>	1	Lumpsum	0.62
7	Operation and Maintenance of the Solar PV Project for <b>SEVENTH YEAR</b>	1	Lumpsum	0.57
8	Operation and Maintenance of the Solar PV Project for <b>EIGHTH YEAR</b>	1	Lumpsum	0.53
9	Operation and Maintenance of the Solar PV Project for <b>NINTH YEAR</b>	1	Lumpsum	0.49
10	Operation and Maintenance of the Solar PV Project for <b>TENTH YEAR</b>	1	Lumpsum	0.45

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

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

28. Bidder need to submit the detailed break-up of Goods & Service Tax (GST) (applicable for both Central and State) in the price bid. This data is required to ascertain the

- a) Computation of taxes assumed at the time of bidding.
- b) The total impact due to revision in applicable tax rate or introduction of new tax, if any.

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

29. **ZERO DEVIATION** : Deviation to terms and conditions of Tender Documents may lead to rejection of bid.

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

**General instructions**

30. Bidders are advised to carefully read this NIT Document.

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31. **BID VALIDITY:** Bidder shall keep the offer valid for a period of **6 months** from the date of opening of the tenders. The offer with less validity period than stipulated is liable for rejection.
32. SCCL may solicit the bidders consent for extension of the period of validity of the bid and EMD. The request and the responses there to shall be made by letter, fax or e-mail.
33. SCCL reserves the right to seek clarifications in respect of the bids / supporting documents etc. from the bidders by letter / e-mail / fax.
34. **NUMBER OF SOURCES & PURCHASE PREFERENCES:**
- a. **Number of sources:** Single
  - b. **Purchase preferences:**  
No purchase preference shall be given to SSIs / NSIC / MSMEs/Govt. Undertakings / PSUs / APHMEL except for ancillary units of the SCCL for Ancillarized items.
35. **RIGHT TO REJECT THE OFFERS / CANCEL THE TENDER:**  
SCCL reserves the right to reject any or all the offers without assigning any reason and to cancel the tender at any stage before release of order / award of contract. The decision taken by SCCL in this regard shall be final.
36. **CORRESPONDENCE / DISPUTES DURING ENQUIRY STAGE:**  
No correspondence / disputes will be entertained before placing order and the decision of the SCCL shall be final. In case of any dispute, after placement of order / contract, the matter will be dealt in accordance with the 'Settlement of disputes Clause'.

**GM (Material Procurement)**  
SCCL, Kothagudem  
Bhadradi dist.,  
Telangana state

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### **3. Commercial terms and conditions**

1. **Price condition:** Prices shall be Firm, till complete execution of Contract.

2. **EARNEST MONEY DEPOSIT (EMD):**

a. **Submission of EMD:**

It is mandatory for all participant bidders to electronically pay EMD Online by utilizing the "Payment Gateway Service on e-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking/NEFT payment modes through ICICI Bank and/or Axis Bank Payment Gateways to facilitate the transaction. This is in compliance as per G.O.Ms.No. 14 Dated: 18-09-2017. Bank charges on the transaction amount payable shall be applicable. In addition to this, Bidders can also pay the EMD through Download of PDF format of RTGS Challan for respective Payment gateway and pay the EMD through their Parent Bank account. Once the EMD is received by the e-Procurement application, Bidders can automatically continue with their Bid Submission online.

- i) For the benefit of participating suppliers/contractors/bidders, to facilitate them for payment of EMD/refund facility, the Government decided to make transactions more transparent, the following should be followed for the payments:
- ii) All the payments towards the EMD should be paid through Net Banking/RTGS/NEFT/Credit Card/Debit Card only.
- iii) When the payment of EMD is made through Net Banking/RTGS/NEFT from their registered bank accounts, the refunds will be reverted to those accounts only.
- iv) When the payments of EMDs are made using the Credit Card/Debit Card, as per the VISA/Master Card guidelines, the refunds will be reverted to the Originating Card from which payment was made.
- v) EMD amount shall not be sought under short fall documents.

b. **Note Regarding EMD Payment:**

- i) Bidders are encouraged to use only Net banking facility for payment of EMDs as far as possible for faster refunds in case of unsuccessful Bids for the Tender.
- ii) Bidders are advised not to use RTGS Challan downloads at the penultimate hour of Bid submission closing as any delay by their banker would not enable Bid submission on the platform. Please allow a minimum of 60 minutes for enabling "Continuation of Bid Submission" from the time the Pool Account receives credit of the EMD from the Bidder's Bank for both NEFT and RTGS Transfers. For RTGS Transfers, the Pool Account can get immediate credit whereas NEFT transfers would follow RBI Payment Cycle time.
- iii) Bidders are advised to pay EMD Online at least T-1 or T-2 days before Bid submission closing date (T= Bid submission closing date) to avoid last minute delays and denials of successful Bid submission and to take care of any delays in Banking procedures.

c. **EMD Refund process:**

**For Unsuccessful Bidder**

The bid is declared unsuccessful, under the following circumstances.

- i) Bid submitted by the bidder is not the lowest bid upon Finalization of the L1 Bid.
- ii) Technical / Commercial Disqualification of the Bid.

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- iii) EMD paid but bid not submitted.
- iv) EMD refund will be initiated by the Tender Inviting Authority directly and through Online only and through the same payment channels as EMD received by the Department. (RTGS / NEFT /Credit Card /Debit Card refund), within 30 days from the date of publishing the Decision / Result.
- v) EMD of unsuccessful bidders will be refunded immediately by TSTS after the bidder is declared unsuccessful.

**For Successful Bidder:**

- i) EMD of successful bidders will be transferred from TSTS to SCCL and SCCL shall refund the same on submission of Performance Bank Guarantee (PBG).
- ii) Wherever PBG clause is not applicable, EMD of successful bidder will be refunded after faithful execution of the order.

**d. Note Regarding EMD Refunds:**

Bidders are requested to use discretion in their choice of payment channel for remittance of EMD. Time taken for Refunds under Ideal conditions:

- i) Net Banking / NEFT / RTGS Challan: One (1) Banking Business Day from time of initiation of refund by Tender Inviting Authority subject to RTGS/NEFT timings of RBI.
- ii) Credit card/ Debit card: 7-10 working days from time of initiation of refund by the Tender Inviting Authority. However, this may be longer in case of certain bank cards. In case of delays, bidders are requested to contact the Card issuing Bank for faster resolution.
- iii) In case the offer is for all NIT items and for entire tendered quantity, EMD amount shall be as specified in the NIT.
- iv) In case the offer is for part of the NIT items and / or quantity, EMD amount shall be 1% of offer value for the items / quantity quoted. If the EMD amount paid is lower than 1% of the offer value, the offer is liable for rejection.
- v) No interest will be paid on the EMD.
- vi) EMD paid against earlier enquiry will not be adjusted for the current enquiry.

**e. Exemption for submission of EMD:**

The following are exempted from submission of EMD:

- i) All Government Undertakings.
- ii) OEM / OES / OPM or their authorized dealers with tender specific authorization for supply of proprietary spares & services.
- iii) Foreign manufacturers for capital items, if they are Proven Suppliers to SCCL for the enquired items.
- iv) Firms registered under Micro, Small and Medium Enterprises Development (MSMED) Act/ SSI/NSIC for enquired items. This is applicable for procurement of only items produced and services rendered by MSEs, but not for trading activities / authorized dealers of other manufacturers.
- v) Ancillary Units / Subsidiaries of SCCL.

The Bidder exempted from submission of EMD shall upload the scanned copy of documents online in support of exemption, during bid submission; otherwise the offer is liable for rejection.

~~Note: MSME Firms submitting their bid as an authorized dealer are not eligible to claim exemption of EMD.~~

**f. Forfeiture of EMD:**

EMD of the Bidder will be forfeited along with applicable GST in the following circumstances:

- a. Withdraws the offer during validity / extended validity period.

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- b. Changes the terms and conditions of the offer during validity / extended validity period.
- c. Does not accept the LOI / order placed within the offer validity period / extended validity period, in accordance with terms & conditions of NIT, offer & negotiations.
- d. Breach of contract during execution, wherever PBG clause is not applicable.
- e. The information/documents submitted by the bidder proved to be false/ incorrect.
- f. If the Contractor backed out after award of Contract.

**Alternately, Bidders may also submit EMD in the form of a Bank Guarantee for the value mentioned as per the Format provided in NIT.**

The Bank Guarantee against EMD shall be obtained from the Banks who are eligible to issue CPS/PBG as mentioned at below para.6 .

EMD BG shall remain valid for a period of thirty (30) days beyond the original bid validity period. Bidders shall ensure that EMD BG shall have a validity of at least 30 (Thirty) Days beyond the validity of the bid. In case of any extension in validity of bid, the EMD BG validity shall be extended suitably.

**Note: Bidder shall upload scanned copy EMD BG at the designated area provided in the e-portal.**

### 3. BIDDER'S DETAILS:

Bidder shall furnish the following information:

- a. Name and address, Phone number, Fax number, e-mail ID and Name of the contact person.
- b. Indicate clearly, the constitution of the bidder i.e., Sole Proprietorship, Partnership, limited liability company etc., together with names of proprietor, partners and directors respectively.
- c. Indicate clearly, if it is a Government company, MSME or SCCL ancillary unit firm. A copy of valid documentary proof shall be enclosed.
- d. Indicate clearly, whether the bidder is a Manufacturer, Dealer or Trader.
- e. In case of overseas supplies, the country of origin of the materials offered shall be clearly specified.
- f. Banker's Name and address together with Branch Code and IFSC / RTGS Code.
- g. Tax registration and other details to the extent applicable along with documentary evidence.
  - i) GST Registration No
  - ii) IT PAN Registration No
  - iii) Turnover certificate duly certified by CA incase of unregistered bidder
  - iv) Certificate of provisional registration (Regulation 25) in case of composite bidder.

### 4. STATUTORY TAXES, DUTIES AND LEVIES ETC. :

#### a. Goods and Service Tax (GST):

- i) When the offered goods or services or both are subject to GST, the bidder shall clearly mention "GST" Extra, i.e., CGST+SGST+ Compensation Cess (if any) or CGST+UTGST+ Compensation Cess (if any) or IGST+ Compensation Cess (if any) in their bid along with the rate applicable unless exempted. Bids quoted on taxes inclusive basis will be summarily rejected.
- ii) In case of bidders registered under GST, the bidder shall submit a copy of the "Certificate of provisional Registration" i.e., FORM GST REG-25 under GST. The bidder shall however submit a copy of the final "Certificate of Registration" i.e., FORM GST REG-06 after receipt of the same. The bidder shall invariably mention their GST Registration Number (GSTIN) and 4 Digit HSN Code along with description of goods or services or both as per the Goods and Service Tax Act for the enquired items in the Price Bid Format of their offer.

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- iii) In case of unregistered bidders, the bidder shall submit their turnover certificate duly certified by Chartered Accountant for the immediate preceding financial year.
  - iv) In order to enable SCCL to avail Input Tax Credit (ITC), the bidder registered under GST should submit Tax Invoice as per the provisions of GST Act.
  - v) In case of bidders who opted for composition levy under GST, the bidder shall submit a copy of the "Certificate of provisional Registration" i.e., FORM GST REG-25 under GST and a copy of the intimation filed in FORM GST CMP-01. The bidder shall however submit a copy of the final "Certificate of Registration" i.e., FORM GST REG-06 after receipt of the same.
  - vi) The Composition bidder shall not quote any taxes under GST and his bid is invariably evaluated without taxes under GST.
  - vii) The Composition bidder shall submit "Bill of Supply" with the words "Composition taxable person, not eligible to collect tax on Supplies" for the supplies made by him.
  - viii) In case, any credit, refund or other benefit is denied or delayed to SCCL due to any non-compliance by the Supplier (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier, the Supplier would reimburse SCCL the loss to SCCL including, but not limited to, the tax loss, interest and penalty.
  - ix) It is the responsibility of the Contractor /supplier to quote the correct applicable rate of GST at the time of bidding. However, in case of change in law or applicable GST rates, applicable tax amount shall be reimbursed by SCCL as per applicable provisions.
- ~~b. Customs Duty (CD), Integrated Goods and Service Tax(IGST), Compensation Cess, if applicable:  
CD, IGST, Compensation Cess, if leviable, are applicable for overseas supplies. However, the bidder has to quote on FOB/CIF price basis only. For like to like comparison, loading will be done by SCCL as per the applicable rates.~~
- c. Royalty:**  
Bidders shall mention Royalty details and shall also enclose valid Mining Lease granted to them or to their principal suppliers, where ever required.
- d. Any other Taxes / Duties applicable:**
- i) If any Taxes / Duties / Cess / Levies other than those mentioned above are applicable as per the law of the land prevailing as on the date of submission of bid, the bidder shall clearly mention them along with rates applicable rates. Otherwise the same will be to the bidder's account.
  - ii) In case new Taxes / Duties / Cess / Levies are introduced after submission of the bids, but before opening the price bids, the bidder shall bring to the notice of the SCCL in writing about such changes for loading and evaluating the status, otherwise, the same will be to the bidder's account.
- e.** In case, the bidder mentions that any / all, Taxes / Duties / Cess / Levies are not applicable and if applicable during the order validity period, the same shall be absorbed by the bidder.
- f.** During the contractual delivery period / extended delivery period, any upward / downward revision of applicable Taxes / Duties / Cess / Levies or imposition of new taxes / Duties / Cess / Levies as per order is to SCCL's account to the extent of revision. However, during the extended delivery period with penalty, any upward

revision or imposition of new taxes / Duties / Cess / Levies etc. shall be absorbed by bidder.

**g. Exemption of GST or any other taxes and duties (if applicable) on Items Manufactured for Grid Connected Solar Photo Voltaic Power Generation Projects**

As per extant guidelines of Department of Revenue, Ministry of Finance, Govt. of India, the benefits of exemption of GST or any other taxes and duties (if applicable on items manufactured for grid connected Solar Photo Voltaic Power Generation Projects) may be available for the items to be supplied under the contract, Bidder may appraise itself of the relevant policies and quote accordingly. The Employer shall issue the requisite certificate (if required) as specified in the relevant policy of Govt. of India. However, if the certificate is required to be issued by any department/ ministry of Government of India or State Government where the Project is located other than Employer, the Bidder shall itself be responsible for obtaining such certificate from the concerned department/ministry. In such a case, the Employer may issue recommendatory letter to the bidder. The Bidder shall be solely responsible for obtaining the benefits of exemption on excise duty GST or any other taxes and duties (if applicable) on the items to be supplied under the contract from the Govt. of India. In case of failure of the bidder to receive the benefits partly or fully from Govt. of India or in case of delay in receipt of such benefits, the Employer shall neither be responsible nor liable in this regard in any manner whatsoever.

**5. INPUT TAX CREDIT (ITC):**

- i) SCCL is having centralized registration under Goods and Services Act, in the state of Telangana and the details of the same are furnished hereunder:  
GSTIN (Provisional): 36AAACT8873F1Z1  
PAN (Under income TAX ACT, 1961): AA ACT8873F
- ii) At the time of evaluation of offers of the registered bidders, SCCL will consider Input Tax Credit (ITC), if eligible, in respect of eligible goods or services or both indicated in the Commercial Bid Format and their commercial status will be arrived at accordingly.
- iii) Successful bidder shall quote the above GSTIN No. / PAN in all his invoices and documents against supplies, wherever required as per the provisions of the statutes, to enable SCCL to avail Input Tax credit.

**6. CONTRACT PERFORMANCE SECURITY (Performance BG):**

Against EPC/ LSTK & O&M Contract of the project, within 30 (Thirty) days from the issuance of the Notification of Award/ Letter of Intent/Letter of Award, the successful bidder shall furnish unconditional and irrevocable individual Bank Guarantees for respective sites (Site 1,2,3&4) issued by any Public-Sector Banks (SBI & Associates and Nationalized banks) or Private Bank incorporated in India having net worth of Rs. 5,000.00 Crores and above for the previous Financial Year in the fashion as mentioned below.

However, where value of BG is Rs.5 lakhs and above, the BG should be obtained from the bank branches situated at Hyderabad / Kothagudem or operative and payable at bank branches situated at Hyderabad/ Kothagudem.

The Contract Performance Security shall be in the form of Bank Guarantee only and shall be in the currency of the Contract and will be issued individually for all the sites (Site 1,2,3 & 4) in the name of the Owner as "Singareni Collieries Company Limited, Telangana, Kothagudem, Telangana State"

The Contract Performance Security against this Contract need to be furnished as mentioned below:

1. The value of the Contract Performance Security shall be **10%** (Ten percent) of the Supply & Service Contract value excluding GST. This Performance security will be valid

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for a total period of 135 Months (12 Months Project commissioning period + Prescribed O & M Period 120 months + 03 Months additional) from the date of its issuance. The successful bidder can submit Contract Performance Security with initial validity of one year and the same may be extended every year till completion of the total 135 months period. The claim period shall be 12 months from expiry of BG validity.

2. The Contract Performance Security shall be towards faithful performance of the contractual obligations and performance of equipment.
3. In case of any default or failure of the Contractor to comply with the requirements of any of the Obligations covered under this Tender Document and/ or Contract Agreement, the Contract performance security will be invoked and in such cases, the liability on account of GST also will be borne by the contractor.
4. Part Security shall not be accepted. Owner at its sole discretion may cancel the Contract Agreement/ NOA & forfeit 100% of EMD inclusive of GST, in case Contract Performance Security is not submitted within 45 (Forty-Five) days from issuance of NOA/LOA/LOI.

The following are the Bank details of SCCL:

1	Name of the Beneficiary	The Singareni Collieries Company Limited
2	Name of the Bank	State Bank of India
3	Name of the Branch	Commercial Branch
4	Account Number	52095898948
5	IFSC Code	SBIN0004168
6	Bank Address	State Bank of India, LHO Premises, Bank Street, Koti, Hyderabad.

Contract Performance Security submitted shall be released to the Contractor without any interest not later than 75 (Seventy-Five) days after the successful completion of the complete O&M period (10 Years) subject to the approval and acceptance of the O&M period deliverables.

## 7. **PAYMENT TERMS**

All payment shall be made against invoices raised in line with the approved billing. All payment shall be made against invoices raised in line with the approved billing break up under individual heads of Supply, Services and Civil works. Following general payment terms will be followed which will be payable after complying the provision of ALMM clause only.

- A. The payment for the Supply Portion shall be made as per the following terms and conditions:
  - i) Interest free initial advance (OPTIONAL) of 10% of the total sum of the Supply Part of contract value excluding GST shall be released to the contractor upon receipt of unconditional acceptance of NOA, detailed Pro-forma invoice of contractor and against submission of unconditional & irrevocable Advance Bank Guarantee (ABG) with a validity period up to date of final commissioning total amounting to 110% of total advance amount. The ABG needs to be submitted in addition to the Contract Performance Security.
  - ii)(a) In case initial advance as mentioned at para 7.A(i) **is not drawn** by the Contractor, Eighty (80%) payments shall be paid on Pro rata basis against supply, receipt and acceptance of Materials at site on submission of documents (except Advance Bank Guarantee) indicated under clause i) above, Contractor's detailed invoice & packing list identifying contents of each shipment, evidence of dispatch (GR/ LR copy), Manufacturer's/ Contractor's Guarantee certificate of Quality, submission of the certificate by the Executing Agency's authorized representative that the item(s) have been received and MDCC (Material Dispatch Clearance Certificate) issued by SCCL's -authorized representative in original.

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- ii(b) In case initial advance as mentioned at 7.A (i) **is drawn**, Eighty (80%) payments shall be processed and payments shall be released after adjusting initial advance amount on pro-rata basis against supply, receipt and acceptance of Materials at site on submission of documents as mentioned at para 7.A ii (a).
  - (iii) Ten percent (10%) payments shall be paid against successful erection, testing and commissioning of materials on pro rata basis at site.
  - (iv) Final Ten percent (10%) payment of Supplies shall be paid against submission of the BG of the equivalent amount & against the Operational Acceptance of the plant Facility pursuant to successful Guarantee Tests and demonstration of Performance Ratio (PR) including submission of all as-built drawings and O&M manual. This BG shall be valid for a period of 18 (Eighteen) months from the date of its issuance & will be released after CUF demonstration on completion of first year of O&M, pursuant to the submission of all requisite documentation up to the final acceptance of the Plant facilities. However, in case of any delay, the BG shall be extended suitably.
- B.** The payment for the Service Portion shall be made as per the following terms and conditions. No Initial Advance Payment shall be made against the Service Portion Part.
- i) For Freight and Insurance Portion, the payment shall be made in line with Supply Portion, as described in point A (ii) of this clause, without releasing any initial advance. The complete payment of the freight will be done along with the respective deliveries of the supply portion at site.
  - ii) For Design, Engineering, Erection, Testing and Commissioning Portion, the payment shall be made as detailed below: -
    - (a) Eighty Percent (80%) of the total price of Design, Engineering, Erection, Testing and Commissioning shall be paid on pro-rata basis on completion of installation of equipment on certification by the Engineer-In-Charge/ Project Manager for the quantum of work completed after successful clearance of quality check points involved in the quantum of work billed.
    - (b) Ten Percent (10%) of the total price of Design, Engineering, Erection, Testing and Commissioning shall be paid against successful commissioning of the plant on pro rata basis for the capacity commissioned.
    - (c) Final Ten percent (10%) payment of Services shall be paid against submission of the BG of the equivalent amount & against the Operational Acceptance of the plant Facility pursuant to successful Guarantee Tests and demonstration of Performance Ratio (PR) including submission of all as-built drawings and O&M manual. This BG shall be valid for a period of 18 (Eighteen) months from the date of its issuance & will be released after CUF demonstration on completion of first year of O&M, pursuant to the submission of all requisite documentation up to the final acceptance of the Plant facilities. However, in case of any delay, the BG shall be extended suitably.
  - iii) For Civil & Allied works portion, the payment shall be made as detailed below:
    - (a) Eighty Percent (80%) of the total price of Civil Works shall be paid progressively on certification by the Project Manager/ Engineer In - Charge for the quantum of work completed/ Milestones achieved after successful clearance of quality check points involved in the quantum of work.
    - (b) Ten Percent (10%) of the total price of Civil Works shall be paid against successful commissioning of the plant on pro rata basis for the capacity commissioned.

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- (c) Final Ten percent (10%) payment of Civil Works shall be paid against submission of the BG of the equivalent amount & against the Operational Acceptance of the plant Facility pursuant to successful Guarantee Tests and demonstration of Performance Ratio (PR) including submission of all as-built drawings and O&M manual. This BG shall be valid for a period of 18 (Eighteen) months from the date of its issuance & will be released after CUF demonstration on completion of first year of O&M, pursuant to the submission of all requisite documentation up to the final acceptance of the Plant facilities. However, in case of any delay, the BG shall be extended suitably.
- C.** For Operation & Maintenance Part, the payment shall be made as detailed below:
- (a) Operation and Maintenance of the entire Project payment will be released on quarterly basis at the end of every quarter for each year till 10 (Ten) years.
- In case of any default, Non-Performance or breach of contractual conditions of the O&M contract during the O&M period, the penalties/deductions, if applicable will be liable to be deducted from the Quarterly O&M payments first & then from the Contract Performance Security.
- D.** All the payment shall be released upon submission of Original Documents like MDCC, delivery challan, warranty certificate, LR, WCC, MRN, commissioning certificate, handing over certificate, Insurance, PF, ESI, etc as required and mentioned against each Milestone payment, duly certified by the authorized representative of SCCL.
- E.** The above mentioned time lines for payments shall be applicable only if the supplier/contractor submits all required documents as mentioned in NIT/Order.

**F. Tax retention clause:**

The supplier shall upload his Tax Invoice in the GSTN as per the provisions of the GST Act i.e., by 10<sup>th</sup> of the month subsequent to the month in which "Time of Supply" arises.

In respect of orders where the entire order quantity is executed through a single Tax Invoice and if the "Tax Invoice" is not uploaded within the time limits prescribed under GST Act, the amount of tax contained in the Invoice will be withheld by SCCL till such time the invoice is uploaded in the GSTN Portal.

In respect of orders where the entire order quantity is executed in phased manner through multiple invoices or where staggered payment is made, if the "Tax Invoice" is not uploaded within the time limits prescribed under GST Act, the tax amount will be withheld from the payment made against subsequent Invoice till such time the invoice is uploaded. The final payment is subject to compliance of all formalities under GST by the supplier.

Applicable TDS as per GST Provisions will be made.

**8. Liquidated Damages:**

Subject to Force Majeure Clause, if the contractor fails to comply with the timelines for completion, the application of LD will be as follows:

- 8.1.1 For delay in synchronization & commissioning: INR 20,000/MW/day** for the capacity not commissioned. On this account the maximum applicable LD is **3% of total contract price.**
- 8.1.2. For delay in operation acceptance: INR 20,000/MW/day** for total capacity. On this account the maximum applicable LD is **1.5% of total contract price.**
- 8.1.3. For delay in final acceptance:** The contractor shall pay to the SCCL a sum equivalent to **half percent (0.5%) per week of the** contract price (supply and service) for the balance activities as LD for such default and not as a penalty, without prejudice to the SCCL's other remedies under the contract, if final

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acceptance is not obtained within 12 months form operational acceptance. On this account the maximum applicable **LD is 0.5% of total contract price.**

- 8.2 The SCCL may, without prejudice to any other method of recovery, deduct the amount of such damages from any amount due or to become due to the Contractor including Performance BG and withheld amounts. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract. Once the maximum limit is reached, SCCL may consider the termination of contract and/or shall have the discretion of getting executed the work from the Contractor with the maximum limit of Liquidated damages. Any such recovery on account of the Liquidated damages can be done from the running bills of the Contractor by SCCL.
- 8.3 SCCL shall at its sole discretion upon reaching the maximum LD limit, as an alternative to the Liquidated Damages at its option, get work executed from elsewhere at the risk and cost of the Contractor irrespective of the fact whether the scope of Contract is identical to the original scope of Contract and in case the SCCL chooses the alternative course as mentioned, it will be entitled to recover compensation/ damages from the Contractor irrespective of maximum limit prescribed under LD Clause.
- 8.4 The SCCL may by giving (01) one-month notice to the Contractor to cancel the Contract without prejudice to the SCCL's right under Clauses 8.1, 8.2 & 8.3 or any other provisions contained in the Contract to determine the Contract and claim damages from the Contractor.
- 8.5 Recovery of any claim towards LD charges, penalty, fee, fine or any other charges from the supplier / vendor will be made along with applicable GST.'

**9. Delivery timelines:** The Time for Commissioning for the cumulative capacity of **134.5 MW** Solar PV Power Plant at 04 different sites along with other associated equipment as per this tender document in total shall be 12 (Twelve) Months from the Date of the Notification of Award NOA/LOA/LOI.

Further Contractor is also to provide Operation & Maintenance Contract of Solar Photo Voltaic Plant for a period of 10 (Ten) years from the date of Operational Acceptance of the Plant.

Sl. No.	Stage	Reference from D
1	Issue of NOA/ LOA/ LOI (which ever is earlier)	Zero Date (D)
2	Project Synchronization / Date of successful commissioning	D + 12 Months
3	Operational Acceptance of plant	D + 15 Months
4	Final Acceptance of plant	D + 27 Months
	The contractor shall submit the L2/L3 schedule for the project clearly indicating the timelines for submission and approval of drawings, procurement, and transportation of materials to site, their installation at site, commissioning, PR test etc.	

#### 10. Force majeure:

Force Majeure conditions means the interruptions caused to supplies or works due to:

- Any riots or civil commotion.
- Any war or hostilities.
- Any natural calamities such as earthquake, Flood, Tempest and other natural and physical disasters.
- Any accident by the fire or explosion.

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- e) Any law and order proclamation, regulation/ordinance affecting the production /dispatch of the goods.
- f) Power interruptions due to grid failures.
- g) Court Orders/ Judgments.
- h) International sanctions / embargo.

Any claim under force majeure should be submitted within 15 days of happening of force majeure conditions. The force majeure event shall be supported by a certificate from the appropriate authority.

If force majeure conditions continue to exist for more than 60 days, SCCL at its discretion can cancel the order without any penal consequences for SCCL.

## **11. SETTLEMENT OF DISPUTES:**

### **1. Dispute resolution**

1.1 Any dispute, difference or controversy of whatever nature howsoever arising under, or out of, or in relation, to Purchase Order /Contract/Agreement (including its interpretation) as to breach or termination of this contract or as to any claim in toto, inequity or pursuant to any statute ("Dispute") between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause No.2.

1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of Purchase Order /Contract/Agreement promptly, equitably and in good faith, pertaining to any Dispute.

### **2. Conciliation**

2.1 In the event of any dispute or differences arising directly or indirectly out of Purchase Order /Contract/Agreement or otherwise, the Parties undertake to use all reasonable endeavors to resolve such disputes amicably. In this regard, if the dispute is raised by the Contractor, he shall make a request in writing to SCCL for settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the Contractor shall be entertained by SCCL.

2.2 If the disputes cannot be settled amicably, the disputes shall be taken for civil court as provided in Clause 3 below.

### **3. Civil Court**

3.1 In the event of any question, dispute or difference arising under the terms and conditions or interpretation of the terms of, or in connection with Purchase Order/Contract/Agreement (except as to any matter the decision of which is specially provided for by these conditions), or the performance of any of the obligations of SCCL and the successful bidder hereunder or referred to herein, including an issue or dispute as to breach or termination of this contract or as to any claim in toto, in equity or pursuant to any statute ("Dispute") is not settled through negotiations, the respective parties can seek remedy through 'CIVIL COURT' having competent pecuniary and territorial jurisdiction or at competent court in Bhadradi-Kothagudem district and not by Arbitration.

No dispute shall be referred to Arbitration other than civil courts. No dispute shall be entertained in any form and on any matter pertaining to contract except herein abovementioned.

### **WORK AND PAYMENT DURING CIVIL COURT PROCEEDINGS:**

Work under the contract, shall if reasonable, continue by mutual agreement during the Civil Court proceedings, and no payment due to or payable by the Singareni collieries Co. Ltd., will be withheld without reasonable cause and merely on account of the pendency of such proceedings.

## **12. Defects Liability Period**

12 (Twelve) Months Period of Liability from the date of Operational Acceptance. (Please refer para.47 **Defects Liability Period**' of General terms Section for other sub- clauses.

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### 13. Limitation of Liability

Notwithstanding anything contrary contained herein, the aggregate total liability of Contractor under the Agreement or otherwise shall be limited to **100% of Agreement/ Contract Value** except in case of Patent Infringement liability.

### 14 Guarantee/ Warranty:

As enumerated in Clause of Defect Liability Period, the overall DLP should stand valid for a period of 12 (Twelve) Months from the date of Operational Acceptance. However, Contractor needs to ensure following Guarantees/ Warrantees to the best possible extent for the successful execution of the Contract. Subsequently, necessary Guarantee/ Warranty Certificate shall be produced by the Contractor prior to Operational Acceptance of the Facility.

Guarantee/ Warranty as defined under Scope of work and Technical specifications will prevail in this clause. Contractor should guarantee the Plant facility for the workmanship for a period of 05 (Five) years from the date of Operational Acceptance.

- i). The Contractor must ensure that the goods supplied under the Contract are new, unused and of most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
  - ii). The Contractor shall transfer the warranty/ guarantees of the equipment as such from the OEM/ supplier in the name of the SCCL. The period of the warranty / guarantee for each equipment shall be as per the "Technical Specifications"
  - iii). During the period of Warranty / Guarantee the Contractor shall remain liable to replace any defective parts, that becomes defective in the plant, of its own manufacture or that of its sub-Contractors, under the conditions provided for by the Contract under and arising solely from faulty design, materials or workmanship & faulty operation/repair, provided such defective parts are not repairable at Site. After replacement, the Contractor is allowed to take back the defective parts to its works at his expenses.
  - iv). At the end of warranty/ guarantee period, the Contractor's liability shall cease subjected to fulfillment of its liability under Defect Liability Period . In respect of goods not mentioned for the warranty/ guarantee in "Technical Specifications", the SCCL shall be entitled to the benefit of such guarantee given to the Contractor by the original Supplier or manufacturer of such goods eg Performance guarantee for 25 yrs for modules, etc.
  - v). During the Comprehensive Operation & Maintenance period, the Contractor shall be responsible for any defects in the work due to faulty workmanship or due to use of sub-standard materials in the work. Any defects in the work during the guarantee period shall therefore, be rectified by the Contractor without any extra cost to the SCCL within a reasonable time as may be considered from the date of receipt of such intimation from the SCCL failing which the SCCL reserves the right to take up rectification work at the risk and cost of the Contractor.
- 15 Contractor is responsible for any mischievous acts by himself or the persons working under his control. Any loss to SCCL due to the mischievous acts by himself or the persons working under his control will be recovered from the contractor.

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## **4. General terms and conditions.**

### **1. DEFINITIONS**

- 1.1 In this **TENDER** (as here-in-after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise required.
- 1.1.1 **AFFILIATE** shall mean a company that either directly or indirectly
- controls or
  - is controlled by or
  - is under common control with a Bidding Company
- "Control" means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors.
- 1.1.2 **AFFECTED PARTY** means SCCL or the Contractor whose performance has been affected by an event of Force Majeure.
- 1.1.3 **APPLICABLE LAW** means any statute, law, regulation, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law in the Republic of India and the State Government, by any Government Authority or instrumentality thereof, whether in effect as of the date of this Contract or thereafter.
- 1.1.4 **APPROVED** shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.
- 1.1.5 **APPOINTING AUTHORITY** for the purpose of arbitration shall be the any person so designated by the SCCL.
- 1.1.6 **COLLABORATOR** means the firms/ corporations who has provided technological support to the manufacturer for the detailed Design/establishing production line for the specific Equipment.
- 1.1.7 **CONTRACT DOCUMENTS** mean collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Notification of Award/ Letter of Intent/ Letter of Acceptance and agreed variations if any, and such other documents constituting the Tender and acceptance thereof.
- 1.1.8 **CONTRACT PRICE/ CONTRACT VALUE/ PROJECT VALUE** means the firm value of the final quoted price, as a result of e- RA, by the successful bidder specified in its financial proposal as the sum of individual contract value of Supply & Services (Supply of goods, F&I, Design, installation, Civil Works etc) as mentioned under the different work heads specified in the financial proposal excluding all the applicable taxes/ Goods & Service taxes.
- 1.1.9 **CONTRACTOR'S REPRESENTATIVE** means any person nominated by the Contractor and approved by SCCL to perform the duties delegated by the Contractor.
- 1.1.10 **CONSULTANT** means Techno-Commercial experts who are the consulting engineer to the SCCL for this project.
- 1.1.11 **COMMISSIONING** means a project shall be considered commissioned if all equipment as per rated capacity, mentioned under the scope of contract, has been installed and energy has flown into grid.
- 1.1.12 **COMPLETION OF FACILITIES** means that the Facilities have been completed operationally and structurally and put in a tight and clean condition, and that all work in respect of Pre-commissioning of the Facilities or such specific part thereof has been

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completed; and Commissioning along with Operational Acceptance has been attained as per Technical Specifications.

- 1.1.13 **CHANGE ORDER** means an order given in writing by the Engineer-in-Charge/Project Manager to effect additions to or deletion from and alteration in the works.
- 1.1.14 **DEFECT LIABILITY PERIOD** in relation to scope of work means 12 (Twelve) months from the date of Operational acceptance during which the Contractor stands responsible for rectifying all defects/ rejection that may appear in the works executed by the Contractor in pursuance of the Contract and includes warranties against Manufacturing/ Fabrication/ Erection/ Construction defects covering all materials plants, equipment, components and the like supplied by the Contractor, works executed against workmanship defects.
- 1.1.15 **DEVELOPER** means an entity who has either executed or got executed the work/ project as SCCL of solar projects.
- 1.1.16 **DRAWINGS** shall include maps, plans and tracings, supporting documents, specifications or prints or sketches thereof with any modifications approved in writing by the Engineer-in-Charge/Project Manager and such other drawing as may, from time to time, be furnished by the Contractor.
- 1.1.17 **EFFECTIVE DATE** means the date of issuance of Notification of Award/ Letter of Intent/Letter of Award (LOA) from which the Time for Completion shall be determined or any other specific date as provided in the Notice to Proceed (NTP), in case the NTP is applicable.
- 1.1.18 **FACILITIES** mean the Plant and Equipment to be supplied and installed, as well as all the installation services including all infrastructure as mentioned in scope of works to be carried out by the Contractor under the Contract.
- 1.1.19 **FINAL ACCEPTANCE/FINAL COMPLETION** means acceptance of Facilities by the Employer at the end of one year from the date of Operational Acceptance and upon demonstration of minimum annual parameters as specified in the technical specifications and completion of works under the punch list which certifies the Contractor's fulfilment of the Contract in respect of Functional and Plant Performance Guarantees of the Facilities.
- 1.1.20 **GUARANTEE TEST(S)** means the test(s) specified in the Technical Specifications to be carried out to ascertain whether the Facilities or a specified part thereof is able to attain the Functional Guarantees specified in the Technical Specifications during/ after successful Commissioning followed by Trial - Operation.
- 1.1.21 **IEC** means specifications of International Electro-Technical Commission.
- 1.1.22 **INSTALLATION SERVICES** means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided by the Contractor under the Contract; e.g., transportation and provision of marine or other similar insurance (s), inspection, expediting, site preparation works (including the provision and use of Contractor's Equipment and the supply of all structural and construction materials required), installation including civil and allied works etc., testing, pre-commissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training of Employer's Personnel etc..
- 1.1.23 **LANGUAGE FOR DRAWINGS AND INSTRUCTION** All the drawings, titles, notes, instruction, dimensions, etc. shall be in English Language only.
- 1.1.24 **NET-WORTH** shall have same meaning as defined in Company Act 2013 and Amendment, if any.

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- 1.1.25 **NOTIFICATION OF AWARD (NOA)/ LETTER OF INTENT (LOI)/ LETTER OF AWARD (LOA)** means the official notice issued vide Letter/ E-mail by the Employer/SCCL notifying the Contractor that his bid has been awarded.
- 1.1.26 **Operational Acceptance** means completion of all the required works / activities to achieve the rated generation and successful demonstration of Guaranteed PR for 30 days.
- 1.1.27 **O&M** means comprehensive Operation & Maintenance of Commissioned Project/ Work/ Facilities under the contract.
- 1.1.28 **PARENT COMPANY** means a company that holds more than Fifty Percent (50%) of the paid-up equity capital directly or indirectly in the Bidding Company as the case may be.
- 1.1.29 **PLANT AND EQUIPMENT** means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and incorporated in the Facilities by the Contractor under the Contract (including the spare parts to be supplied by the Contractor) but does not include Contractor's Equipment.
- 1.1.30 **PRE-COMMISSIONING** means the testing, checking and other requirements specified in the Technical Specifications that are to be carried out by the Contractor in preparation for Commissioning.
- 1.1.31 **TENDER/TENDER DOCUMENT/ BIDDING DOCUMENT** means the entire set of documents vide which Employer invite bids for Projects/ Works/ Facilities that are submitted within a finite deadline by the Bidder.
- 1.1.32 **TIME FOR COMPLETION: The Time for Commissioning for the cumulative capacity of 134.5 MW Solar PV Power Plants at 04 different sites along with other associated equipment as per this tender document in total shall be 12 (Twelve) Months from the Date of the Notification of Award NOA/LOA/LOI.** Further Contractor is also to provide Operation & Maintenance Contract of Solar Photo Voltaic Plant for a period of 10 (Ten) years from the date of Operational Acceptance of the Plant.
- 1.1.33 **Synchronization** means completion of Solar plant output to grid, after the approval of TS TRANSCO & TS NPDCL.

### **General Information**

#### **1.1. Access by Road**

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

#### **1.2 Construction Water Supply**

Contractor will have to make his own arrangements for supply of water to his labour camps and for works. The water quality should be suitable for use in civil construction work. All pumping installations, pipe network and distribution system will have to be carried out by the Contractor at his own risk and cost. Alternatively, SCCL at its discretion may endeavor to provide water to the Contractor at SCCL's source of supply provided the Contractor makes his own arrangement for the water meter which shall be in custody of the SCCL and other pipe networks from source of supply, so as not to

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interfere with the layout and progress of the other construction works. In such case, a separate accounting shall be maintained for billing purpose on monthly basis. However, SCCL does not guarantee the supply of water and this does not relieve the Contractor of his responsibility in making his own arrangement and for the timely completion of the various works as stipulated.

### **1.3 Construction Power Supply**

**1.3.1** Contractor has to arrange for the construction power supply of their own. However, subject to availability, SCCL may provide access to the nearest available point in its location for supply power at only one point, from where the Contractor will make his own arrangement for temporary distribution through a temporary energy meter (sealed by SCCL). All the works will be done as per the applicable regulations with information to the Engineer-in-Charge/Project Manager. The temporary line will be removed forthwith after the completion of work or if there is any hindrance caused to the other works due to the alignment of these lines, the Contractor will re-route or remove the temporary lines at his own cost. The Contractor at his own cost will also provide suitable electric meters, fuses, switches, etc. for purposes of payment to the SCCL which should be in the custody and control of the SCCL. The cost of power supply shall be payable to the SCCL by the Contractor. The SCCL shall not, however, guarantee the supply of electricity nor have any liability in respect thereof. No claim for compensation for any failure or short supply of electricity will be admissible.

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

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

**1.3.4** The SCCL is not liable for any loss or damage to the Contractor's equipment as a result of variation in voltage or frequency or interruption in power supply or other loss to the Contractor arising there from.

### **1.4 Land for Residential Accommodation**

Contractor has to arrange the accommodation for their staff/labour. However, subject to availability, Employer/owner may provide land for temporary construction or quarters or guest house on chargeable basis, as per the company rules. The Employer/Owner shall not, however, guarantee the provision of land/accommodation.

### **1.5 Review of Actual progress by SCCL.**

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

### **1.6 Void**

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## **1.7 Maintenance of Records of Progress Review Meeting**

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

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

## **1.9. Representatives and Field Management & Controlling**

**1.9.1** Project Manager / Engineer- In –Charge (EIC):

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

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

**1.9.2** Contractor's Representative & Construction Manager

If the Contractor's Representative is not named in the Contract, then within seven (07) days of the Effective Date, the Contractor shall appoint the Contractor's Representative and shall request SCCL in writing. If SCCL objects to the appointment within seven (07) days giving the reason there for, then the Contractor shall appoint a replacement within seven (07) days of such objection.

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

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

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

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- 1.9.7 Notwithstanding anything stated NIT, for the purpose of execution of contract, SCCL and the Contractor shall finalize and agree to a Contract Co-ordination Procedure and all the communication under the Contract shall be in accordance with such Contract Co-ordination Procedure.
- 1.9.9 From the commencement of installation of the Facilities at the Site until Final Acceptance, the Contractor's Representative shall appoint a suitable person as the construction manager (hereinafter referred to as "the Construction Manager"). The Construction Manager shall supervise all work done at the Site by the Contractor and shall be present at the Site throughout normal working hours except when on leave, sick or absent for reasons connected with the proper Performance of the Contract. Whenever the Construction Manager is absent from the Site, a suitable person shall be appointed to act as his or her deputy.
- 1.9.10 SCCL may object to any Contractor's representative or person employed by the Contractor in the execution of the Contract who, in the reasonable opinion of SCCL, may behave inappropriately, may be in-competent or negligent, or may commit a serious breach of the Site regulations and safety.
- 1.9.11 If any representative or person employed by the Contractor is removed in accordance with NIT Clause above, the Contractor shall, where required, promptly appoint a replacement. The Engineer-in-Charge/Project Manager may also authorize his representatives to assist in performing his duties and functions.

## **2.1 Time for Mobilization**

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

## **2.2 Time Schedule of Construction**

- 2.2.1. The general time schedule of construction is given the Tender Documents. Contractor should prepare a detailed monthly or weekly construction program. The Work shall be executed strictly as per the Time Schedule given in the Tender Documents. The period of construction given includes the time required for mobilization testing, rectifications, if any, retesting and completion in all respects in accordance with Contract Document.
- 2.2.2. The Contractor shall submit a detailed Bar chart consisting of adequate number of activities covering various key phases of the Work such as Design, Procurement, Manufacturing, Shipment and Field Erection activities. This network shall also indicate the intermediate milestones and interface facilities to be provided by SCCL, if any and the dates by which such facilities are needed.

## **3. Rights of the SCCL to forfeit Contract Performance Security**

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

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**4.0. Failure by the Contractor to comply with the provisions of the Contract**

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

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

4.2. In such events of Clause 4.1(a) above.

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

4.3 Before determining the Contract as per Clause 4.1(a) provided in the judgment of the SCCL, the default or defaults committed by the Contractor is/ are curable and can be cured by the Contractor if an opportunity given to him, then the SCCL may issue Notice in writing calling the Contractor to cure the default within such time specified in the Notice.

4.4 The SCCL shall also have the right to proceed or take action as per 4.1(a) above, in the event that the Contractor becomes bankrupt, insolvent, compounds with his creditors, assigns the Contract in favor of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall be necessary for the SCCL to give prior notice to the Contractor. Refer clause 7 below for further details on the "termination" of contract pertaining to various contractual situations.

**5. Contractor remains liable to pay compensation if**

5.1 In any case in which any of the powers conferred upon SCCL by Clause 4 thereof shall have become action not taken under clause 4 exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the Contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the Contractor for past and future compensation shall remain unaffected.

**6. Contract Performance Security:** Please refer Commercial terms section.

**7. Termination of Contract**

**7.1 Termination by SCCL for any reason.**

7.1.1 The SCCL may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this Sub-Clause 7.1.

7.1.2 Upon receipt of the notice of termination under Sub-Clause 7.1.1, the Contractor shall either immediately or upon the date specified in the notice of termination

(a) cease all further work, except for such work as the SCCL may specify in the notice of termination for the sole purpose of protecting that part of the



Facilities already executed, or any work required to leave the Site in a clean and safe condition

- (b) terminate all subcontracts, except those to be assigned to the SCCL pursuant to paragraph (d) (ii) below
- (c) remove all Contractor's Equipment from the Site, repatriate the Contractor's and its Subcontractors' personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition, and
- (d) subject to the payment specified in Sub-Clause 7.1.3,
  - (i) deliver to the SCCL the parts of the Facilities executed by the Contractor up to the date of termination
  - (ii) to the extent legally possible, assign to the SCCL all right, title and benefit of the Contractor to the Facilities and to the Plant as of the date of termination, and, as may be required by the SCCL, in any subcontracts concluded between the Contractor and its Subcontractors; and
  - (iii) deliver to the SCCL all non-proprietary drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the Facilities.

7.1.3 In the event of termination of the Contract under Sub-Clause 7.1, the SCCL shall pay to the Contractor the following amounts:

- (a) the Contract Price, properly attributable to the parts of the Facilities executed by the Contractor as of the date of termination
- (b) the costs reasonably incurred by the Contractor in the removal of the Contractor's Equipment from the Site.
- (c) any amounts to be paid by the Contractor to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges
- (d) costs incurred by the Contractor in protecting the Facilities and leaving the Site in a clean and safe condition pursuant to paragraph (a) of Sub-Clause 7.1.2

## **7.2 Termination for Contractor's Default**

7.2.1. Neither the Employer nor the Contractor may assign the Contract or any part thereof, or any right, benefit, obligation, or interest therein or thereunder, to any third party without the express prior written consent of the other Party, which consent shall not be unreasonably withheld, except that the Contractor shall be entitled to assign any monies due and payable to it or that may become due and payable to it under the Contract, either absolutely or by way of charge.

7.2.2 The SCCL, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Contractor, referring to this Sub-Clause 7.2:

- (a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up, other than a voluntary liquidation for the purposes of amalgamation or reconstruction, a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt.
- (b) if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of Clause 7.2.1.

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

**7.2.3 If the Contractor**

- (a) has abandoned or repudiated the Contract
- (b) has without valid reason failed to commence work on the Facilities promptly or has suspended the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the SCCL to proceed
- (c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause
- (d) refuses or is unable to provide sufficient materials, services or labor to execute and complete the Facilities in the manner specified in the program at rates of progress that give reasonable assurance to the SCCL that the Contractor can attain Completion of the Facilities by the Time for Completion as extended,

then the SCCL may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the SCCL may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this Sub-Clause 7.2.

7.2.4 Upon receipt of the notice of termination under Sub-Clauses 7.2.2 or 7.2.3, the Contractor shall, either immediately or upon such date as is specified in the notice of termination,

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

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

Upon completion of the Facilities or at such earlier date as the SCCL thinks appropriate, the SCCL shall give notice to the Contractor that such Contractor's Equipment will be returned to the Contractor at or near the Site and shall return such Contractor's Equipment to the Contractor in accordance with such notice. The

Contractor shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.

7.2.6 Subject to Clause 7.2.7, the Contractor shall be entitled to be paid the Contract Price attributable to the Facilities executed as of the date of termination, the value of any unused or partially used Plant on the Site, and the costs, if any, incurred in protecting the Facilities and in leaving the Site in a clean and safe condition pursuant to paragraph (a) of Clause 7.2.4. Any sums due the SCCL from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.

7.2.7 If the SCCL completes the Facilities, the cost of completing the Facilities by the SCCL shall be determined.

If the sum that the Contractor is entitled to be paid, pursuant to Sub-Clause 7.2.6, plus the reasonable costs incurred by the SCCL in completing the Facilities, exceeds the Contract Price, the Contractor shall be liable for such excess.

If such excess is greater than the sums due the Contractor under Sub-Clause 7.2.6, the Contractor shall pay the balance to the SCCL, and if such excess is less than the sums due the Contractor under Sub-Clause 7.2.6, the SCCL shall pay the balance to the Contractor.

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

7.2.8 Termination of Contract for non-performance and subsequently putting the contractor on Banning List:

In case of termination of Contract herein set forth except under conditions of Force Majeure and termination after expiry of contract, the Contractor shall be put under Banning List [i.e. neither any enquiry will be issued to the party by Employer/ SCCL against any type of tender nor their offer will be considered by Employer/ SCCL against any ongoing tender(s) where contract between Employer/ SCCL and that particular Contractor (as a bidder) has not been finalized] for a period as decided by the Employer/ SCCL to such Contractor.

7.3 In this Clause 7, the expression "Facilities executed" shall include all work executed, Installation Services provided, and all Plant acquired, or subject to a legally binding obligation to purchase, by the Contractor and used or intended to be used for the purpose of the Facilities, up to and including the date of termination.

7.4 In this Clause 7, in calculating any monies due from the SCCL to the Contractor, account shall be taken of any sum previously paid by the SCCL to the Contractor under the Contract, including any advance payment.

## **8. Members of the SCCL not individually Liable**

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

## **9. SCCL not bound by Personal Representations**

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

## **10. Sub-letting of Works**

10.1 Sub-contracting other than for labour contract/engagement of labour, shall be permitted with the information to SCCL. However, sub-contracting for 100% of the contract on back to back basis shall not be permitted. Any part of the Contract nor any

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share or interest therein shall in any manner or degree be transferred, assigned or sublet by the Contractor directly or indirectly to any person, firm or corporation whatsoever without the consent in writing, of SCCL except as provided for in the succeeding Clause.

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

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

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

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

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

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

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

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

**v) Termination/ Cancellation of Contract**

SCCL is no where liable for the communication, acts and deeds and performance of the sub-Contractor as engaged by the principal Contractor. Principal Contractor solely is responsible and liable for the entire execution of project and performance of contract.

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

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

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

viii) No relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the

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other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

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

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

## 11. Power of Entry

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

i) fail to carry out the Work in conformity with the Contract documents, or

ii) fail to carry out the Work in accordance with the Time Schedule, or

iii) substantially suspend the Work for a period of minimum 14 (Fourteen) days without authority from the Engineer-in-Charge/Project Manager, or

iv) fail to supply sufficient or suitable construction plant, temporary works, labour, materials or things, or

v) Commit, suffer, or permit any other breach of any of the provisions of the Contract on his part to be performed or observed or persist in any of the above-mentioned breaches of the Contract for 14 (Fourteen) days, after notice in writing shall have been given to the Contractor by the Engineer-in-Charge/Project Manager requiring such breach to be remedied, or

vi) if the Contractor abandon the Work, or

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

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

## **12. Contractor's responsibility**

- 12.1.1 The Contractor shall grade/level the land identified for development of the mentioned Power Plant along with the design, procure, manufacture (including associated purchases and/or subcontracting), install, commission and complete the Facilities, carry out the Guarantee tests with due care and diligence in accordance with the Contract along with interconnecting transmission system including Right of Way for Transmission Line and the comprehensive O&M of the complete facilities for the period as defined under the tender document . It is Contractor's responsibility to coordinate with state/central agencies in order to get any permission whatsoever, required for successful development & operation of Plant till its desired life.
- 12.1.2 The Contractor shall acquire, on behalf of SCCL, in the SCCL's name, all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the Country/State where the Site is located that are necessary for the setting up of the Plant & operation of Plant till its desired life as mentioned under the Contract, including, but not limited to, entry permits for all imported SCCL's Equipment (if any). In this regard, any document required from SCCL shall be intimated at least 10 days prior to submission. Contractor has to ensure safe keeping of the documents and diligent use. It is the responsibility of the Contractor to safe keep and return all the original approvals, permits, licenses, certificates and other relevant document generated as a result of the setting up of project and comprehensive O&M process to the SCCL.
- 12.1.3 In the matter of connectivity of Plant to DISCOM's substation, the SCCL will take the necessary connectivity permission, however, all the other permissions and clearances as deemed required by the State Agency/DISCOM for Bay allocation, technical/regulatory compliance for interconnection, ROW etc. are to be taken by the Contractor. All the required fees including statutory fees, Supervision charges etc. shall be paid / born by the contractor.
- 12.1.4 The Contractor shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located that are necessary for the Performance of the Contract, including, but not limited to, the right of way for the access to site and for erection of transmission lines as applicable, visas for the Contractor's and Sub-Contractor's personnel and entry permits for all imported Contractor's Equipment. The Contractor shall acquire all other permits, approvals and/or licenses that are not the responsibility of the SCCL and that are necessary for the Performance of the Contract.
- 12.1.5 Contractor shall also seek for any exemption applicable for the project as per the orders released from GOI time to time in appropriate Formats including all the required attachments. In this regard, Contractor shall be responsible to take all necessary certificates as a proof of exemptions on behalf of SCCL. However, all the documents required from SCCL, as needed for the process, will be provided by SCCL. The demand of such documents shall be made to the SCCL in at least 10 days advance.
- 12.1.6 The Contractor shall comply with all laws in force at the place, where the Facilities are installed and where the Installation Services are carried out. The laws will include all national, provincial, municipal labour or other laws that affect the Performance of the Contract and binding upon the Contractor. The Contractor shall indemnify and hold harmless SCCL from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Sub Contractors and their personnel.
- 12.1.7 Any plant, material, spares & spares inventory and services that will be incorporated in or be required for the facilities.

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12.1.8 Unless otherwise specified in the Contract or agreed upon by the SCCL and the Contractor, the Contractor shall provide/ deploy sufficient, properly qualified operating and maintenance personnel; shall supply and make available all raw materials, spares, tools and tackles and other materials and facilities; and shall perform all work and services of whatsoever nature, to properly carry out Pre-commissioning, Commissioning and Guarantee Tests, all in accordance with the provisions of "Scope of Works and Supply by the SCCL" to the Contract Agreement at or before the time specified in the program furnished by the Contractor and in the manner thereupon specified or as otherwise agreed upon by the SCCL and the Contractor.

**13. Other Agencies at Site**

13.1 The Contractor shall have to execute the Work in such place and conditions where other agencies may also be engaged for other works such as site grading, filling, and levelling, electrical and mechanical engineering works, etc. No claim shall be entertained due to Work being executed in the above circumstances. The Contractor shall allow such agencies to use the facilities like roads, etc constructed by the Contractor in order that they are able to carry out their respective scope of works unhindered

**14. Notice**

**14.1 To the Contractor**

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

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

**14.2 To the SCCL**

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

**15. Right of Various Interests**

15.1 i) The SCCL reserves the right to distribute the work between more than one agency(ies). The Contractor shall cooperate and afford other agency(ies) reasonable opportunity for access to the Work for the carriage and storage of materials and execution of their works.

ii) Wherever the work being done by any department of the SCCL or by other agency(ies) employed by the SCCL is contingent upon Work covered by this Contract, the respective rights of the various interests involved shall be determined jointly to secure the completion of the various portions of the work in general harmony.

**16. Patents and Royalties**

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

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

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

- 16.2 All charges on account of royalty, toilage, rent or any other levy on materials obtained for the work or temporary work or part thereof (excluding materials provided by the SCCL, if any) shall be borne by the Contractor.
- 16.3 The Contractor shall not sell or otherwise dispose of or remove except for the purpose of this Contract, the sand, stone, clay, ballast, earth, rock or other substances, or materials obtained from any excavation made for the purpose of the Work or any building or produce upon the site at the time of delivery of the possession thereof, but all such substances, materials, buildings and produce shall be the property of the SCCL provided that the Contractor use the same for the purpose of the work.
- 16.4 The copyright in all drawings, documents and other materials containing data and information furnished to SCCL by the Contractor herein shall remain vested in the Contractor or, if they are furnished to SCCL directly or through the Contractor by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party. SCCL shall however be free to reproduce all drawings, documents, specification and other material furnished to SCCL for the purpose of the contract including, if required, for operation and maintenance of the facilities.
- 16.5 SCCL and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Sub-Contractor(s) such documents, data and other information it receives from SCCL to the extent required for the Sub-Contractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Sub-Contractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this clause.
- 16.6 Void .

## **17. Liens**

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- 17.1 If, at any time there should be evidence or any lien or claim for which the SCCL might have become liable and which is chargeable to the Contractor, the SCCL shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the SCCL against such lien or claim and if such lien or claim be valid, the SCCL may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the Contractor. If any lien or claim remain unsettled after all payments are made, the Contractor shall refund or pay to the SCCL all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. SCCL reserves the right to do the same.
- 17.2 The SCCL shall have lien on all materials, equipment including those brought by the Contractor for the purpose of erection, testing and commissioning of the Work.
- 17.3 The final payment shall not become due until the Contractor delivers the complete release or waiver of all liens arising or which may arise out of his agreement or receipt in full or certification by the Contractor that all invoices for labour, materials, services have been paid in lien thereof and if required in any case an affidavit that so far as the Contractor has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled.
- 17.4 Contractor will indemnify and hold the SCCL harmless, for a period of 02 (Two) years after the issue of Final Acceptance from all liens and other encumbrances against the SCCL on account of debts or claims alleged to be due from the Contractor or his Sub-Contractor to any person including Sub-Contractor and on behalf of SCCL will defend at his own expense, any claim or litigation brought against the SCCL or the Contractor in connection therewith. Contractor shall defend or contest at his own expense any fresh claim or litigation by any person including his Sub-Contractor, till its satisfactory settlement even after the expiry of 02 (Two) years from the date of issue of Final Acceptance.
- 18. Delays by SCCL or his Authorized representatives**
- 18.1 In case the Contractor's performance is delayed due to any act or omission on the part of the SCCL or his authorized representatives, then the Contractor may be given due extension of time for the completion of the Work after proper due diligence by SCCL, to the extent such omission on the part of the SCCL has caused delay in the Contractor's performance of his Work.
- 18.2 No adjustment in Contract Price shall be allowed for reasons of such delays and extensions granted except as provided in Tender Document, where the SCCL reserves the right to seek indulgence of Contractor to maintain the agreed Time Schedule of Completion. In such an event the Contractor shall be obliged for working by Contractor's personnel for additional time beyond stipulated working hours as also Sundays and Holidays and achieve the completion date/interim targets.
- 19. Payment if the Contract is terminated**
- 19.1 If the Contract shall be terminated as per the provisions of the Tender/ Contract, the Contractor shall be paid by the SCCL in so far as such amounts or items shall not have already been covered by payments of amounts made to the Contractor for the Work executed prior to the date of termination at the cost provided for in the Contract and in addition to the following:
- a) The amount payable in respect of any preliminary items, so far as the Work or service comprised therein has been carried out or performed and an appropriate portion as certified by Engineer-in- Charge of any such items or service comprised in which has been partially carried out or performed.
- b) Any other expenses which the Contractor has expended for performing the Work under the Contract subject to being duly recommended by Engineer-in-Charge/Project

Manager and approved by SCCL for payment, based on documentary evidence of his having incurred such expenses.

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

a) Any and all completed works.

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

## **20. Guarantee Tests & Operational Acceptance and Transfer of Title**

### **20.1 Functional Guarantees**

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

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

- Reject the Equipment and advise immediate replacement to suit the provisions of Technical Specification without any additional cost or;
- Reject the Equipment and recover the payments already made, or;
- Terminate the Contract and recover the payments already made, or;
- Accept the equipment after levy of liquidated damages in accordance with the provisions specified.

### **20.2 Plant Performance Guarantee Test**

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

### **20.3 Operational Acceptance**

20.3.1 Operational Acceptance shall occur in respect of the Facilities when:

- a) The Plant Performance Guarantee in accordance with the procedure specified in "Technical Specifications" has been successfully completed and the Functional Guarantees are met.
- b) Completion of the Facilities have been achieved as per Technical Specifications

20.3.2 The milestone payment linked with successful Operation acceptance shall be released subjected to following:

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- a) All “As- Built” Drawings and documents are submitted.
- b) Detailed Engineering Document with detailed specification, schematic drawing, circuit drawing, cable routing plans and test results, manuals for all deliverable items, Operation, Maintenance & Safety Instruction Manual and other information about the project are submitted
- c) Bill of material of the installed Facility is submitted.
- d) Inventory of recommended and mandatory spares including special tools and tackles at project Site are provided
- e) All the required approvals and NOC’s as required, are submitted
- f) List of deviation from the approved drawings with reason for deviation is submitted
- g) List of punch points, duly signed, is provided.
- h) Settlement of liquidity damages against delay and performance (Liquidity Damages)
- i) Certificates of final levels as set out for various works
- j) Certificates of tests performed for various Works.
- k) Material appropriation, Statement for the materials issued by the SCCL, if applicable for the Work and list of surplus materials returned to the SCCL’s store duly supported by necessary documents.
- l) Warranty certificates for each equipment are handed over to SCCL’ and ‘Statutory approvals/ permits/ NOC are handed over to SCCL’
- m) Supply of all mandatory and recommend spares

20.3.3 At any time after the events set out in Sub- Clause 20.3.1–have occurred, the Contractor may give a notice to the Project Manager/EIC requesting the issue of an Operational Acceptance Certificate in the form acceptable to the Employer in respect of the Facilities or the part thereof specified in such notice as at the date of such notice.

20.3.4 The SCCL shall, after consultation with the Project Manager/EIC, and within thirty (30) days after receipt of the Contractor’s notice, issue an Operational Acceptance.

20.3.5 If within thirty (30) days after receipt of the Contractor’s notice, the Project Manager fails to issue the Operational Acceptance or fails to inform the Contractor in writing of the justifiable reasons why the SCCL has not issued the Operational Acceptance, the Facilities shall be deemed to have been accepted as at the date of the Contractor’s said notice.

20.3.6 The start date of the Comprehensive Operation and Maintenance shall be reckoned from the date mentioned in the Operational Acceptance Certificate.

## **20.4 Final Acceptance**

20.4.1 Final Acceptance shall occur in respect of the Facilities when:

- a) The plant has achieved the Operational acceptance; and
- b) Handing over – Taking over of Plant should have been completed; and
- c) Successful demonstration of the performance guarantees
- d) Contractor has provided the list of recommended spares with detailed specification, source and price for further procurement; and
- e) The Contractor has paid the liquidated damages, if any, as specified in SCC thereto;
- f) Account reconciliation and NCR/ Punch list closure.

20.4.2 At any time after the events set out in Sub – Clause 20.4.1 have occurred, the Contractor may give a notice to the Project Manager/EIC requesting the issue of Final Acceptance in the form acceptable to the Employer in respect of the Facilities or the part thereof specified in such notice as at the date of such notice.

- 20.4.3 SCCL shall, after consultation with the Project Manager/EIC, and within thirty (30) days after receipt of the Contractor's notice, issue Final Acceptance.
- 20.4.4 If within thirty (30) days after receipt of the Contractor's notice, the SCCL fails to issue the Final Acceptance or fails to inform the Contractor in writing of the justifiable reasons why the SCCL has not issued the Final Acceptance, the Facilities shall be deemed to have been accepted as at the date of the Contractor's said notice.
- 20.4.5 The O&M contract period may further be extended for a period as per mutually agreed terms and conditions.
- 20.4.6 In case the SCCL wishes to extend the O&M period beyond the agreed period under this contract, he shall intimate Contractor at least 6 months prior to the completion period. The Contractor may accept the offer as per the terms and conditions to be mutually agreed with the SCCL.

## **21. Release of Confidential Information**

- 21.1 The Contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Work under this Contract or description of the site dimensions, quantity, quality or other information, concerning the Work unless prior written permission has been obtained from the SCCL.
- 21.2 The SCCL and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Sub Contractor(s) such documents, data and other information it receives from the SCCL to the extent required for the Sub Contractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Sub Contractor(s) an undertaking of confidentiality similar to that imposed on the Contractor.
- 21.3 SCCL shall not use such documents, data and other information received from the Contractor for any purpose other than the operation and maintenance of the Facilities. Similarly, the Contractor shall not use such documents, data and other information received from the SCCL for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the Performance of the Contract.
- 21.4 The obligation of a party above, however, shall not apply to that information which
- Now or hereafter enters the public domain through no fault of that party
  - Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto.
  - Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 21.5 The above provisions of the NIT shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.
- 21.6 The provisions of this NIT Clause 21 shall survive termination, for whatever reason, of the Contract.

## **22. Operation & Maintenance**

- 22.1 The Operation and Maintenance shall be comprehensive. The maintenance service provided shall ensure project functioning of the Solar PV system as a whole and Power Evacuation System to the extent covered in the Contract. All preventive / routine maintenance and breakdown / corrective maintenance required for ensuring

maximum uptime shall have to be provided. Accordingly, the Comprehensive Operation & Maintenance shall have two distinct components as described below:

22.2 Preventive / Routine Maintenance:

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

22.3 Breakdown / Corrective maintenance:

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

The date of Comprehensive Operation & Maintenance Contract period shall begin from the date of Operational acceptance. However, operation of the Power Plant means operation of system as per TS and workmanship in order to keep the project trouble free covering the O&M period. The Contractor must demonstrate the committed CUF at the end of every year in accordance with commitment made in line with the Performance guarantees.

22.4 Serviceability Level Agreement (SLA)

22.4.1 Contractor shall make efforts to maintain 100 % serviceability of complete Plant including all other associated infrastructure developed by the Contractor during execution of project as its scope of work & the respective report of the same shall be submitted to the SCCL.

22.4.2 Contractor shall maintain a Complaint log book, which shall include the timing of logging of complaint including unique Complaint number, time of closure of complaint & it's Root Cause Analysis.

22.4.3 Contractor will be responsible for maintaining the Insurance Policy for the complete Plant and Facilities during the O&M period also. He shall maintain seamless insurance cover during Construction and O&M phases. Copy of policies shall be given to the SCCL.

22.4.4 Such rectification work carried out by SCCL doesn't exempts/relieves Contractor from its responsibility towards subsequent operation, maintenance, repair & replacement of such component/ infrastructure of the Plant or meeting the performance parameters of the Plant.

22.4.5 O&M Routine & Manpower: Contractor shall provide Preventive / Routine Maintenance schedule based on Original Equipment manufacturer and good engineering practices. The team deployed for the O&M must have the sufficient experience of executing the similar tasks.

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

22.5 Bidder is requested to provide the list of all the spares required to maintain the facility for O&M period. Contractor agrees to supply such spare parts, as recommended or otherwise required for the effective and hassle-free operation and maintenance of the Facilities. However, the Contractor, with its previous experience, is to provide a list of spares including specifications, supplier details and indicative price, as recommended by him and OEM. The Contractor shall keep and maintain the inventory of such spares for the hassle-free operation during the complete O&M period without additional cost to SCCL. Also, at the end of penultimate year of the O&M contract, Contractor shall supply a list of all recommended spares as per the operational requirement of the plant

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and with reference to the mean time between failures (MTBF), along with detailed specifications, supplier details and tentative cost for future purchase. The price of such spare parts shall include the breakup of taxes and duties as applicable towards purchase and supply of spare parts. SCCL, at its discretion, will purchase the spare as required for future operation. However, the Contractor shall replenish the mandatory spares at his cost prior to the completion of the O&M period.

### **23. Completion of Contract**

23.1 Unless otherwise terminated under the provisions of any other relevant clause, this Contract shall be deemed to have been completed at the expiration of the Period of Liability/ Validity of the Contract as per NIT

### **24. Pre - Commissioning & Commissioning**

24.1 As soon as installation of the Facilities has, in the opinion of the Contractor, been completed as specified in the Technical Specifications, excluding items not materially affecting the operation or safety of the Facilities, the Contractor shall so notify the Project Manager/ EIC in writing to witness the pre- commissioning of the facility.

24.2 If the Project Manager/EIC is satisfied that the Facilities have reached Completion, the Project Manager/EIC shall, within seven (7) days after receipt of the Contractor's notice, arrange to witness the pre – commissioning of the Facilities.

24.3 If the Project Manager/EIC notifies the Contractor of any defects and/or deficiencies, the Contractor shall then correct such defects and/or deficiencies and shall repeat the procedure described in Sub- Clause 24.1.

24.4 If the Project Manager/EIC is still not so satisfied, then it shall notify the Contractor in writing of any defects and/or deficiencies within seven (7) days after receipt of the Contractor's repeat notice, and the above procedure shall be repeated.

24.5 As soon as all works in respect of Pre-commissioning are completed and, in the opinion of the Contractor, the Facilities are ready for Commissioning, the Contractor shall so notify the Project Manager in writing. The Contractor shall commence Commissioning of the facilities as per the Sub – Clause 24.6-

24.6 Commissioning of the Facilities shall be completed by the Contractor as per procedures detailed in the Technical Specifications and in the presence of the Project Manager/ EIC and SCCL.

24.7 If the Project Manager/EIC fails to inform the Contractor of any defects and/or deficiencies within fourteen (14) days after receipt of the Contractor's notice under Sub-Clause 24.1 or within seven (7) days after receipt of the Contractor's repeated notice under Sub-Clause 24.3, then the Facilities shall be deemed to have taken up the date of the Contractor's notice or repeated notice, accepted for commissioning, as the case may be.

24.8 As soon as possible after Commissioning, the Contractor shall complete all outstanding minor items so that the Facilities are fully in accordance with the requirements of the Contract, failing which SCCL will undertake such completion and deduct the costs thereof from any monies owing to the Contractor.

24.9 As soon as possible after Commissioning, the Contractor shall make the facility ready for the performance test (PR test) and inform the Project Manager/EIC at least 7 (seven) days prior to the start of the performance test as per the procedure mentioned in the Technical Specifications.

24.10 Upon successful Operational Acceptance of the Facilities as per sub clause 20.4, the Contractor shall be responsible for the care and custody of the Facilities, together with the risk of loss or damage thereto, and shall thereafter take over the Facilities or the relevant part thereof for the agreed duration of comprehensive operation and maintenance as stipulated and mutually agreed terms and conditions.

### **25. Execution of Work**

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- 25.1 All the Works shall be executed in strict conformity with the provisions of the Contract Documents and with such explanatory detailed drawings, specification and instructions as may be furnished from time to time by the Contractor whether mentioned in the Contract or not. The Contractor shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the Specifications. The Contractor shall provide all necessary materials, equipment, labour etc. for execution and maintenance of Work till completion unless otherwise mentioned in the Contract.
- 25.2 All materials shall be brand new & of the best quality and workmanship capable of satisfactory operation under the operating and climatic conditions as has been specified. Unless otherwise specified, they shall conform in all respect to the latest edition of the relevant IS codes specification wherever Indian specifications apply or IEC codes or equivalent internationally accepted standard.
- 25.3 The Contractor shall supply & deliver all equipment and materials for installation at site. The Contractor shall arrange for transportation, loading & unloading, local sifting, EAR insurance and safe storage of materials at project site at his own cost & risk.
- 25.4 If the Contractor offers equipment manufactured in accordance with other international well recognized standards (mentioned above), he shall, in that case, supply a copy in English of the Standard Specification adopted and shall clearly mention in what respect such standard specification differs from Indian Standard Specifications. The Plant, equipment, and materials offered by the Contractor should comply with one consistent set of Standards only to make the system compatible and work in harmony as far as possible, except if mentioned otherwise.

## **26. Work in Monsoon and Dewatering**

- 26.1 Unless otherwise specified elsewhere in the tender, the execution of the Work may entail working in the monsoon also. The Contractor must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.
- 26.2 During monsoon and other period, it shall be the responsibility of the Contractor to keep the construction work site free from water logging at his own cost.

## **27. Change in Laws and Regulations**

- 27.1 If, after the date seven (7) days prior to the date of Bid submission, in the country where the Site is located, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the Performance of any of its obligations under the Contract. Contractor shall promptly and within 15 days of such enactment coming into force, forward relevant supporting documents to SCCL.

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

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

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

The term Change in Law shall refer to the occurrence of any of the following events pertaining to this project only after the date seven (7) days prior to the date of Bid submission, including (i) the enactment of any new law; or (ii) an amendment, modification or repeal of an existing law; or (iii) any change in the rates of any Taxes including any duties and cess or introduction of any new tax made applicable for setting up the project.

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

## **28. General Conditions for Construction and Erection Work**

- 28.1 Overtime work is permitted in cases of need and the SCCL will not compensate the same. Shift working at 2 or 3 shifts per day may become necessary and the Contractor should take this aspect into consideration for formulating his rates. No extra claims will be entertained by the SCCL on this account.
- 28.2 The Contractor must arrange for the placement of workers in such a way that the delayed completion of the Work or any part thereof for any reason whatsoever will not affect their proper employment. The SCCL will not entertain any claim for idle time payment whatsoever.
- 28.3 The Contractor shall submit to the SCCL progress reports at regular intervals regarding the state and progress of Work. The details and format of the report will be mutually agreed after the award of Contract. The Contractor shall provide display boards showing progress and labour strengths at worksite. Updated project schedule in MS Projects shall also be furnished by Contractor as per agreed interval

## **29. Design and Engineering**

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

### **29.2 Specifications and Drawings**

- 29.2.1 The Contractor shall execute the basic and detailed design and engineering work in compliance with the provisions of the Contract, or where not so specified, in accordance with good and sound engineering practice.
- 29.2.1 The Contractor shall be responsible for any discrepancies, errors or omissions in the specifications, drawings and other technical documents that it has prepared, whether such specifications, drawings and other documents have been approved by the Project Manager/ EIC or not, provided that such discrepancies, errors or omissions are not because of inaccurate information furnished in writing to the Contractor by or on behalf of the SCCL.

### **29.3 Codes and Standards**

- 29.3.1 Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date of bid submission shall apply unless otherwise specified.
- 29.3.2 Approval / Review of Technical Documents by Project Manager

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The Contractor shall prepare list of documents and drawings i.e. Master drawing list (MDL) as per technical specifications and furnish to the Project Manager/EIC for review & Approval of the same within 14 days from the Zero date.

- 29.3.3 Within ten (10) working days after receipt by the Project Manager of any document requiring the Project Manager's approval, the Project Manager shall either return one copy thereof to the Contractor with its approval endorsed thereon or shall notify the Contractor in writing of its disapproval thereof and the reasons there for and the modifications that the Project Manager proposes.
- 29.3.4 The Project Manager shall not disapprove any document, except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good engineering practice.
- 29.3.5 If the Project Manager disapproves the document, the Contractor shall modify the document and resubmit it for the Project Manager's approval. If the Project Manager approves the document subject to modification(s), the Contractor shall make the required modification(s), and upon resubmission with the required modifications the document shall be approved.
- 29.3.6 The procedure for submission of the documents by the Contractor and their approval by the Project Manager shall be as per the Contract Co-ordination procedure.
- 29.3.7 If any dispute or difference occurs between –SCCLand the Contractor in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) thereto that cannot be settled between the parties within a reasonable period, then such dispute or difference may be settled in accordance with Clause (Settlement of Dispute) hereof. If such dispute or difference is referred as per NIT clause, the Project Manager shall give instructions as to whether and if so, how, Performance of the Contract is to proceed. The Contractor shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Arbitration upholds the Contractor's view on the dispute, then the Contractor shall be reimbursed by the SCCL for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Arbitration shall decide, and the Time for Completion shall be extended accordingly.
- 29.3.8 The Project Manager's approval, with or without modification of the document furnished by the Contractor, shall not relieve the Contractor of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager.
- 29.3.9 The Contractor shall not depart from any approved document unless the Contractor has first submitted to the Project Manager an amended document and obtained the Project Manager's approval thereof, pursuant to the provisions of this Clause.
- 29.3.10 If the Project Manager requests any change in any already approved document and/or in any document based thereon, generally shall be taken care by the Contractor if the change is not causing any major financial impact.

**29.4 The timelines for submission of major drawings are as follows:**

S. No.	Document / Drawing	Timeline for submission
	Issue of LoA	Zero Date (D)
1	Topographical Survey	D + 4 weeks
2	PV Modules	D + 4 weeks
3	Power Conditioning Unit	D + 4 weeks
4	DC SLD	D + 6 weeks
5	AC SLD	D + 6 weeks
6	Geotechnical Investigation Report	D + 8 weeks
7	Concrete Mix Design Report	D + 8 weeks
8	Module Mounting Structure	D + 8 weeks
9	Transformer	D + 8 weeks
10	HT Switchgear Panel	D + 8 weeks
11	Array Layout	D + 10 weeks
12	Cables and Transmission Line	D + 12 weeks
13	SCADA	D + 16 weeks

**30. Drawings to be supplied by SCCL.**

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

**33. Drawings to be supplied by the Contractor**

- 33.1 The drawings/ data which are to be furnished by the Contractor shall be furnished within the specified time.
- 33.2 Where approval/ review of drawings before manufacture/ construction/ fabrication has been specified, it shall be Contractor's responsibility to have these drawings prepared as per the TS and get it approved before proceeding with manufacture/ construction/ fabrication as the case may be. Any change that may have become necessary in these drawings during the execution of the work shall have to be carried out by the Contractor at no extra cost. All as built drawings shall bear the certification stamp duly signed by both the Contractor and Engineer-in-Charge/Project Manager. The Contractor shall incorporate any modifications and/ or corrections as highlighted/notified and submit the drawings for approval practically within the next 7 working days.

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33.3 The Drawings submitted by the Contractor shall be reviewed by the Engineer-in-Charge/Project Manager as far as practicable within 10 (Ten) working days. The Contractor shall incorporate any modifications and/ or corrections as highlighted/notified and submit the drawings for approval. Any delays arising out of failure by the Contractor to rectify the drawing in good time shall not alter the Contract Completion Time.

33.4 All GA & GFC drawings shall be provided in soft as well as Hard form in appropriate format/size to Employer for review & approval.

All as built drawings showing all corrections, adjustments & deviations, if any, etc shall be furnished by the Contractor in 04 (Four) Hard Copies & a soft copy for record purpose to the SCCL immediately after the operational acceptance.

#### **34. Setting out Works**

35.1 The Contractor shall provide, fix and be responsible for the maintenance of all stakes, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The Contractor shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and center line marks, either existing or supplied and fixed by the Contractor. Contractor shall carry out Geotech investigation at site at his own cost and design the foundations accordingly. A copy of the investigation report shall also be forwarded to SCCL.

35.2 Before beginning the Works, the Contractor shall at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the works in accordance with the schemes for bearing marks as required. The center, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct mark at the center to enable theodolite to be set over it.

35.3 Pillars bearing geodetic marks located at the sites of units of Works under construction should be protected and fenced by the Contractor.

35.4 On completion of Work, the Contractor must submit the geodetic documents according to which the Work was carried out.

#### **36. Geological Discoveries**

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site where the services are performed, be deemed to be the absolute property of the SCCL. The Contractor shall take reasonable precautions to prevent the personnel or any other persons from removing or damaging any such article or thing and shall immediately upon the discovery thereof and, before removal, acquaint the SCCL of such discovery any carry out, at the expense of the SCCL, the SCCL's orders as to the disposal of the same.

#### **37. Materials to be supplied by Contractor**

##### **37.1 Plant and Equipment**

The Contractor shall procure and transport all the Plant and Equipment in an expeditious and orderly manner to the Site to achieve completion of activities as per schedule to enable commissioning of the Project by the scheduled commissioning date. Contractor shall deliver supplies at site in accordance to its erection sequence. SCCL may hold payment against supplies in case same is delivered more than 03 (Three) months before its erection requirement (except for imported items)

##### **37.2 Transportation**

The Contractor shall ensure that all the plant and equipment required to complete the Facility at site, are procured and dispatched. The Contractor shall at its own risk and expense transport all the Plant and Equipment and the Contractor's Equipment to the

Site by the mode of transport that the Contractor judges most suitable under all the circumstances. Contractor shall be responsible to assess in advance suitability of access roads, bridges, culverts, etc for transportation of ODC shipments, if any and arrange to transport them accordingly.

**37.3 Packing and Marking**

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

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

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

37.4 Void

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

38. Void

**39. Conditions for Issue of Materials**

No material will be issued to the contractor by SCCL for this Project.

**40. Inspection of Works**

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

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

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40.2 Void

40.3 Void

#### **41. Tests for Quality of Work**

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

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

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

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

41.2 All the tests that will be necessary in connection with the execution of the Work as decided by the Engineer-in-Charge/Project Manager shall be carried out at the field-testing laboratory of the SCCL by paying the charges as decided by the SCCL from time to time. In case of non-availability of testing facility with the SCCL, the required test shall be carried out at the cost of Contractor at Government or any other accredited testing laboratory.

41.3 If any tests are required to be carried out in conjunction with the Work or materials or workmanship not supplied by the Contractor, such tests shall be carried out by the Contractor and cost of such tests shall be reimbursed by the SCCL.

41.4 The PV modules/ inverters/ cables and other Balance of system equipment deployed in the solar PV power Plant shall have valid test certificates for their qualification as per above specified IEC/ IS Standards by one of the NABL Accredited /Govt approved Test Centers in India. In case of module types/ equipment for which such Test facilities may not exist in India, test certificates from reputed ILAC Member body accredited Labs abroad (with proof of accreditation) will be acceptable.

#### **42. Samples for Approval**

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

#### **43. Action and Compensation in case of Poor/Non-compliant Work**

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

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specifying the Work, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the Work so specified and provide other proper and suitable materials or articles at his own cost. In the case of any such failure the Engineer-in-Charge/Project Manager may on expiry of notice period rectify or remove and re-execute the Work or remove and replaced with others, the materials or articles complained of to as the case may be at the risk and expense in all respects of the Contractor. The decision of the Engineer-in-Charge/Project Manager as to any question arising under this clause shall be final and conclusive. No additional time for Project completion shall be granted for undertaking such replacement/ rectification works by Contractor.

**44. Suspension of Works**

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

**45. SCCL may do Part of Work**

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

**46. Possession prior to Completion**

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

**47. Defects Liability Period**

[12 (Twelve) Months Period of Liability from the date of Operational Acceptance]

47.1 The Contractor must warrant that the Facilities shall be free from defects in the design, engineering, materials and workmanship of the Plant and Equipment supplied and of the work executed.

47.2 If it shall appear to the Project Manager that any supplies have been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the Contractor for the execution of Contractor are unsound or otherwise not in accordance with the Contract, the Contractor shall on demand in writing inform the Project Manager or its authorized representative specifying the item, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for. The Contractor shall forthwith rectify or remove and replace that item so specified and provide other proper and suitable materials or articles at its own charge and cost, and in the event of failure to do so within a period to be specified by the Project Manager in

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its demand aforesaid, the Project Manager may on expiry of notice period rectify or remove and re-execute the time or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor. The decisions of the Project Manager in this regard shall be final and binding.

- 47.3 The Contractor shall also be undertaking the operation and maintenance of the Facility and consequently shall be required to rectify any defects that emerge during the operation of the Facilities for the entire term of this Contract.
- 47.4 The Defect Liability Period shall be of twelve (12) months from the date of Operation Acceptance, during which the Contractor must repair any defect identified by the Project Manager / EIC after commissioning of the Plant. All the expenses to repair the defects shall be borne by the Contractor and no additional cost charged to the SCCL.
- 47.5 If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant and Equipment supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the SCCL regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the Contractor shall, at its discretion, determine) such defect as well as any damage to the Facilities caused by such defect.
- 47.6 Furthermore, without prejudice to the generality of the foregoing, it is clarified that the Contractor shall also be responsible for the repair, replacement or making good of any defect, or of any damage to the Facilities arising out of or resulting from any of the following causes:
- Improper operation or maintenance of the Facilities by the Contractor during operation and maintenance of the Facility; and
  - Operation of the Facilities outside specifications of the Facilities.
- 47.7 The Contractor may, with the consent of the SCCL, remove any Plant and Equipment or any part of the Facilities that are defective from the Site, if the nature of the defect and/or any damage to the Facilities caused by the defect is such that repairs cannot be expeditiously carried out at the Site.
- 47.8 If the repair, replacement or making good is of such a nature that it may affect the efficiency of the Facilities or any part thereof, the SCCL may give to the Contractor a notice requiring that tests of the defective part of the Facilities shall be made by the Contractor immediately upon completion of such remedial work, whereupon the Contractor shall carry out such tests.
- 47.9 If such part fails the tests, the Contractor shall carry out further repair, replacement or making good (as the case may be) until that part of the Facilities passes such tests. The tests, in character, shall in any case be not inferior to what has already been agreed upon by the SCCL and the Contractor for the original equipment/part of the Facilities.
- 47.10 If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than seven (7) days), the SCCL may, following a notice to the Contractor, proceed to do such work, and the costs incurred by the SCCL in connection therewith shall be paid to the SCCL by the Contractor or may be deducted by the SCCL from any monies due to the Contractor or claimed under the Performance Guarantee, without prejudice to other rights, which the SCCL may have against the Contractor in respect of such defects.
- 47.11 If the Facilities or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Facilities or such part, as

the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by the SCCL because of any of the aforesaid reasons. Upon correction of the defects in the Facilities or any part thereof by repair/replacement, such repair/replacement shall have the defect liability period of twelve (12) months from such replacement.

47.12 In addition, the Contractor shall also provide an extended warranty for any such component of the Facilities and for the period of time. Such obligation shall be in addition to the defect liability specified.

47.13 Latent defect liability: Notwithstanding, the defect liability period of 12 months above, the plant shall carry a latent defect liability of 5 years from date of operational acceptance towards any design/ manufacturing defects in the equipment supplied by the Contractor

47.14 The Contractor's liability under this contract for any reason, what so ever, shall be limited to the total Contract Price (Including GST etc)

**47.15 Limitation of Liability:** Please refer Commercial Terms Section

**47.16 Guarantee/ Warranty:** Please refer Commercial terms Section

#### **48. Care of Works**

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

#### **48.1 Defects Prior to Taking Over**

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

**a)** Decide that any works done or materials used by the Contractor or by any Sub-Contractor is defective or not in accordance with the Contract, or that the works or any portion thereof are defective, or do not fulfill the requirements of Contract (all such matters being hereinafter, called 'Defects' in this clause), and

**b)** As soon as reasonably practicable, gives to the Contractor notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the Contractor shall at his own expenses and with all speed make good the defects so specified.

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

#### **48.2 Defects after Taking Over (If applicable)**

In order that the Contractor could obtain a Completion he shall make good, with all possible speed, any defect arising from the defective materials supplied by the Contractor or workmanship or any act or omission of the Contract or that may have been noticed or developed, after the works has been taken over, the period allowed for

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carrying out such Work will be normally 01 (One) Month. If any defect be not remedied within a reasonable time, the SCCL may proceed to do the Work at Contractor's risk and expense and deduct from the final bill such amount as may be decided by the SCCL. If by reason of any default on the part of the Contractor a Completion has not been obtained in respect of any portion of the Work within 01 (One) Month after the date fixed by the Contract for the completion of the Work, the SCCL shall be at liberty to use the Work or any portion thereof in respect of which a completion has not been obtained, provided that the Work or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the Completion .

**49. Guarantee/ Transfer of Guarantee**

For the major Material/Products/Spares of the works & Projects including but not limited to PV Modules, Power Conditioning Units (PCU)/ Inverters, Transformers, Batteries (If applicable) etc the Contractor shall invariably engage OEMs/Sub-Contractors who are specialists in the field and OEM's/OPM's/firms of repute and such a OEM/OPM/Sub-Contractor shall furnish guarantees/warranties for their workmanship to the SCCL directly in the name of SCCL only without any deviation. The Contractor shall give the guarantee/warranty to the SCCL directly For other minor Material/Products/Spares also.

In case of the contract termination/cancellation and wherein the title of Guarantee/Warranty for the major Material/Products/Spares of the works & Projects including but not limited to PV Modules, Power Conditioning Units (PCU)/ Inverters, Transformers, Batteries (If applicable) is in the name of the Contractor, then all such Guarantee/Warranties for all such major products/material/spares will have to be mandatorily transferred in the name of SCCL as soon as the contract is terminated/cancelled & no plea/deviation from the Contractor side will be entertained in this regard.

For works like water-proofing, acid and alkali resisting materials, pre-construction soil treatment against termite or any other specialized works etc. the Contractor shall invariably engage Sub-Contractors who are specialists in the field and firms of repute and such a Sub-Contractor shall furnish guarantees for their workmanship to the SCCL, through the Contractor. In case such a Sub-Contractor is not prepared to furnish a guarantee to the SCCL, the Contractor shall give that guarantee to the SCCL directly.

**50. Installation and Training of Employer's/ SCCL's Personnel**

**50.1 Tools & Tackles**

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

**50.2 Setting up/Supervision/Labor**

**50.2.1 Bench Mark:**

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

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

**50.2.2 Contractor's Supervision:**

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The Contractor shall give or provide all necessary supervision during the installation of the Facilities, and the Construction Manager or its deputy shall be constantly on the Site to provide full-time supervision of the installation. The Contractor shall provide and employ only technical personnel who are skilled and experienced in their respective fields and supervisory staff who are competent to adequately supervise the work at hand.

#### 50.2.3 Labour:

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

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

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

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

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

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

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

### 50.3 **Contractor's Equipment**

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

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

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

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

### 50.4 **Site Regulations and Safety**

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

The Contractor shall have to provide necessary and adequate safety measures including personal protective equipment and precautions to avoid any accident, which

may cause damage to any equipment / material or injury to workmen. The SCCL shall not be liable for any such accidents during the performance of the contract. The Contractor, if required, will provide necessary safety training to workmen. Also, Contractor shall engage sufficient security guards to protect Facility from any theft and unauthorized access to site during the entire construction and O&M periods.

## **50.5 Site Clearance**

### **50.5.1 Site Clearance in Course of Performance**

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

### **50.5.2 Site Clearance after Completion**

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

### **50.5.3 Disposal of Scrap**

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

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

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

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

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

### **50.5.4 Watch & Ward and Lighting**

The Contractor shall provide and maintain at its own expense all lighting, fencing, watch and ward wherever necessary for the proper execution and the protection of the Facilities, or for the safety of the SCCLs and occupiers of adjacent property and for the safety of the public during the entire construction and O&M period.

## **50.6 Training**

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The contractor shall provide training (free of cost) to the personnel of SCCL /Nominated person of SCCL for 50 (Fifty) man-days at his works/or at the mutually agreed designated place/ or at site for erection, testing, commissioning and O&M of the Project. Expenses towards travel, lodging, and boarding for the personnel shall be borne by SCCL. Such training may include Class Room & hands on experience etc as mutually agreed.

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

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

## **51. Replacement of Defective Parts and Materials**

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

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

## **52. Indemnity**

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

## **53. Construction Aids, Equipment, Tools & Tackles**

53.1 Contractor shall be solely responsible for making available for executing the Work, all requisite Construction Equipments, Special Aids, Barges, Cranes and the like, all Tools, Tackles and Testing Equipment and Appliances, including imports & insurance of such equipment etc. as required. In case of import of the same the rates applicable for levying of Custom Duty on such Equipment, Tools & Tackles and the duty drawback applicable thereon shall be ascertained by the Contractor from the concerned authorities of Government of India. It shall be clearly understood that SCCL shall not in any way be responsible for arranging to obtain Custom Clearance and/ or payment of any duties and/ or duty draw backs, license etc. for such equipment's so

imported by the Contractor and the Contractor shall be fully responsible for Goods and Service Tax (GST) and documentation with regard to the same. Bidder in his own interest may contact, for any clarifications in the matter, concerned agencies/ Dept./ Ministries of Govt. of India. All clarifications so obtained and interpretations thereof shall be solely the responsibility of the Contractor.

**54. Payments.**

**54.1 Contractor's Remuneration: Please also refer Commercial terms Section.**

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

**54.2 Schedule of Rates to be Inclusive**

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

**54.3 Schedule of Rates to Cover Construction Equipments, Materials, Labour etc.**

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

**54.4 Schedule of Rates to Cover Royalties, Rents and Claims**

The Schedule of Rates (i.e., Contract Value) shall be deemed to include and cover the cost of all Royalties and Fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the Work, also all Royalties, Rents and other payments in connection with obtaining materials of whatsoever kind for the Work and shall include an Indemnity to the SCCL which the Contractor hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the Work of any such articles,

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processes or materials, other municipal or local Board Charges, if levied on materials, equipment or machineries to be brought to site for use on Work shall be borne by the Contractor.

**54.5 Schedule of Rates to Cover GST/Applicable taxes**

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

**54.6 Schedule of Rates to Cover Risks of Delay**

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

**54.7 Schedule of Rates Cannot be altered**

(a) For Engineering, Procurement and Commissioning (EPC) Contracts or Lumpsum Turnkey (LSTK) Contracts, the total Project/ Contract Value stands to be fixed inclusive of entire items, Materials, Spares, Consumables, Services, Erection and all quoted and unquoted items/ Services in the Bill of Quantity (BOQ) of the Tender/ Contract. Contract Value of such EPC Contracts comprises of all the related costs required for successful execution of the work. The final payment outlay or total cost of the project will be limited to the total value of the EPC Contract and O & M Contract. Any kind of variations related to Total Contract Value shall be to Contractor's account. The payment will be made according to the Work carried out, for which purpose an item wise, or work wise Schedule of Rates shall be furnished, suitable for evaluating the value of Work done and preparing running account bill.

(b) If applicable, For Item Rate Contracts, no alteration will be allowed in the Schedule of Rates by reason of works or any part of them being modified, altered, extended, diminished or committed. The Schedule of Rates are fully inclusive of rates which have been fixed by the Contractor and agreed to by SCCL and cannot be altered.

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

**55. Procedure for Measurement and Billing**

**55.1 Billing Procedure**

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

55.1.1 For EPC/ Lumpsum Turnkey Contracts, the billing procedure will follow as per the prescribed payment terms as defined in NIT.

55.1.2 If applicable, For Item Rate Contracts, all measurements shall be recorded on standard measurement sheets in duly approved formats for scrutiny and passing by SCCL. SCCL shall scrutinize and check the measurements recorded on the sheets and shall certify correctness of the same on the measurement sheets.

55.1.3 Engineer-in-Charge/Project Manager shall pass the bills after carrying out the comprehensive checks in accordance with the terms and conditions of the Contracts, within 30 (Thirty) days of submission of the bills along with all necessary enclosures and documents, complete in all respects and send the same to the SCCL to effect payment to the Contractor as per the defined payment terms.

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- 55.1.4 SCCL shall make all endeavor to make payments of undisputed amount of the bills submitted based on the joint measurements within 30 (Thirty) days from the date of certification by the Engineer-in-Charge/Project Manager. Any disputed claims/amounts will be mutually settled and paid accordingly.
- 55.1.5 Measurements shall be recorded as per the methods of measurement spelt out in Contract Document.
- 55.2 Secured Advance on Material**  
Unless otherwise provided in the NIT of the tender, no 'Secured Advance' on security of materials brought to site for execution of contracted items(s) shall be paid to the Contractor whatsoever.
- 55.3 Dispute in Mode of Measurement**  
In case of any dispute as to the mode of measurement not covered by the Contract to be adopted for any item of Work, mode of measurement as per latest Indian Standard Specifications shall be followed.
- 55.4 Rounding-Off of Amounts**  
In calculating the amount of each item due to the Contractor in every certificate prepared for payment, sum of less than 50 paise shall be omitted and the total amount on each certificate shall be rounded off to the nearest rupees, i.e., sum of less than 50 paise shall be omitted and sums of 50 paise and more up to one rupee shall be reckoned as one rupee.
- 56. Lumpsum in Tender**
- 56.1 The payment against any Lumpsum item shall be made only on completion of that item (Excluding Milestones linked payment structure) as per the provision of the Contract after certification by Engineer-in-Charge/Project Manager.
- 57. Running Account Payments to be regarded as Advance**
- 57.1 All running account payments shall be regarded as payment by way of advance against the final payment only and not as payments for Work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the Contract, or any part thereof, in this respect, or of the occurring of any claim by the Contractor, nor shall it conclude, determine or affect in any way the powers of the SCCL under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the Contract.  
The final bill shall be submitted by the Contractor within 01 (One) Month of the date of the final acceptance of the Work; otherwise, the Engineer-in-Charge/Project Manager's measurement and of total amount payable for the Work accordingly shall be final and binding on all parties
- 58. Notice of Claims for Additional Payments**
- 58.1 Should the Contractor consider that he is entitled to any extra payment for any extra/additional Works or Material change in original Specifications carried out by him in respect of Work he shall forthwith give notice in writing to the Engineer-in-Charge/Project Manager that he claims extra payment. Such notice shall be given to the Engineer-in-Charge/Project Manager upon which Contractor bases such claims and such notice shall contain full particulars of the nature of such claim with full details of amount claimed. Irrespective of any provision in the Contract to the contrary, the Contractor must intimate his intention to lodge claim on the SCCL within 10 (Ten) days of the commencement of happening of the event and quantify the claim within 30 (Thirty) days, failing which the Contractor will lose his right to claim any compensation /reimbursement/ damages etc. or refer the matter to arbitration. Separate bills shall be raised for the extra claim.

58.2 Engineer-in-Charge/Project Manager shall review such claims within a reasonable period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, Contractor shall be obliged to carry on with the Work during the period in which his claims are under consideration by the SCCL, irrespective of the outcome of such claims, where additional payments for Works considered extra are justifiable in accordance with the Contract provisions, SCCL shall arrange to release the same in the same manner as for normal Work payments. Such of the extra works so admitted by SCCL shall be governed by all the terms, conditions, stipulations and specifications as are applicable for the Contract. Settlement of all extra claims shall be taken up after Project commissioning.

**59 Payment of Contractor's Bill**

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

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

**60. Receipt for Payment**

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

**61. Handing Over – Taking Over**

61.1 Subsequent to Operational Acceptance of the Facilities by SCCL and within 15 (Fifteen) days of the commencement of the O&M period, the Contractor shall furnish an Indemnity Bond/ undertaking as per "Sample Forms and Formats" which is to be executed by the Contractor for the plant handed over by SCCL for performance of its O&M Contract (Entire Solar Photo Voltaic Plant).

The Facility shall be taken over by the SCCL upon successful Operational Acceptance in accordance with Clause Operational Acceptance.

Immediately after taking over of complete facilities (s), the Facilities will be handed over to the Contractor for Comprehensive Operation & Maintenance for a period as mentioned in the Contract document.

**62. Final Decision and Final Acceptance**

62.1 Upon expiry of the period of liability & the Works have been duly maintained by the Contractor during monsoon or such period as hereinbefore provided in Clause 47 & 48 and that the Contractor has in all respect duly made-up any subsidence and performed all his obligations under the Contract, the SCCL give a final acceptance to that effect and the Contractor shall not be considered to have fulfilled the whole of his obligations under Contract until Final acceptance shall have been given by the SCCL notwithstanding any previous entry upon the Work and taking possession, working or using of the same or any part thereof by the SCCL.

**63. Certificate and Payments on Evidence of Completion**

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

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#### **64. Deductions from the Contract Price**

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

#### **65. Taxes and duties. (Please also refer GST Clause in Commercial Terms section) .**

- 65.1 Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Sub-contractor or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the country where the Site is located.
- 65.2 The Owner shall bear and pay/reimburse to the Contractor Goods and Services Tax (GST) applicable on: (a) Plant and Equipment (including Type Test Charges) and Mandatory Spares to be supplied from within the Employer's country to be incorporated in the Facilities, by the law of country where the site is located, (b) local transportation & insurance, other local costs incidental to delivery of plant & equipment including mandatory and (c) Installation Services including Erection, Civil & Allied Works and other services. However, all other taxes, duties & levies as may be applicable on goods and services specified in under the contract and on the materials used for civil construction works and erection & commissioning shall be to the contractor's account and no separate claim in this regard will be entertained by the Employer. Notwithstanding anything to contrary contained in the Contract, the Contractor's right to payment under the Contract is subject to issuance of valid tax invoice, payment of applicable GST to the credit of appropriate Government and submission of valid particulars of tax invoice under GST returns in accordance with GST Law. The Contractor shall issue tax invoices, file appropriate returns, and deposit the applicable GST to the account of appropriate government within the time limit prescribed under the GST Law. In the event of any default, Contractor shall be liable to pay any penalty/demand raised on Owner due to default by Contractor, and the same shall be recovered/Contractor shall make good the loss. The Contractor shall be responsible for the issuance of e-way bill and other compliances relating to e-way bill as per GST law. The Owner will deduct GST at source at the applicable rates in case transactions under the contract are liable to GST deduction at source as per the prevailing provisions of GST Law.
- 65.3 If any tax exemptions, reductions, allowances or privileges are available to the Contractor in the country where the Site is located, the SCCL shall use its best endeavors to enable the Contractor to benefit from any such tax savings to the maximum allowable extent.
- 65.4 The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and GST/all Taxes. now in force or hereafter imposed, increased, modified, from time to time in respect of Works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions, PF, ESI etc or annuities now in force or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance of all Sub-Contractors, with all

applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority.

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

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

65.6 Goods & Service Tax (GST) [applicable for both Centre and state] and other levies [if any] payable by the Contractor under the Contract, or for any other cause, shall be quoted by the Bidder. Applicable rate of GST shall be indicated in agreed Price schedule formats.

65.7. **Exemption of GST or any other taxes and duties (if applicable) on Items Manufactured for Grid Connected Solar Photo Voltaic Power Generation Projects**

As per extant guidelines of Department of Revenue, Ministry of Finance, Govt. of India, the benefits of exemption of GST or any other taxes and duties (if applicable on items manufactured for grid connected Solar Photo Voltaic Power Generation Projects) may be available for the items to be supplied under the contract, Bidder may appraise itself of the relevant policies and quote accordingly. The Employer shall issue the requisite certificate (if required) as specified in the relevant policy of Govt. of India. However, if the certificate is required to be issued by any department/ ministry of Government of India or State Government where the Project is located other than Employer, the Bidder shall itself be responsible for obtaining such certificate from the concerned department/ministry. In such a case, the Employer may issue recommendatory letter to the bidder. The Bidder shall be solely responsible for obtaining the benefits of exemption on excise duty GST or any other taxes and duties (if applicable) on the items to be supplied under the contract from the Govt. of India. In case of failure of the bidder to receive the benefits partly or fully from Govt. of India or in case of delay in receipt of such benefits, the Employer shall neither be responsible nor liable in this regard in any manner whatsoever.

**66. Income Tax**

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

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a valid particulars of tax invoice under GST returns in accordance with GST Act. Unless expressly stated otherwise, a common mechanism for reconciliation of input credit mismatch, to be followed by both SCCL and Contractor/Supplier, shall be mutually agreed so that both parties follow the same procedure for disclosing the transactions in their respective returns. Notwithstanding anything in the agreement/contract, penalty / damages shall be recovered in case the Contractor/Supplier makes a default in following the agreed procedure. Contractor/Supplier shall issue tax invoices, file appropriate returns, and deposit the applicable GST to the account of appropriate government within the time limit prescribed under the GST Law. In the event of any default, Contractor/Supplier shall be liable to pay the amount which may be imposed on SCCL due to such default. Contractor/Supplier should comply with the provisions of e-way bill notified by appropriate authorities from time to time. The existing provisions regarding road permit will continue till such time if applicable. SCCL will deduct GST at source at the applicable rates in case transactions under the contract are liable to GST deduction at source as per the prevailing provisions of GST Law.

## **67. Insurance**

To the extent specified in the Contract Agreement, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions. The identity of the insurers and the form of the policies shall be subject to the approval of the SCCL, who should not unreasonably withhold such approval.

- 67.1 During the Contract period including O&M period, i.e., during Construction & O&M period, all insurance related expenses shall be borne by the Contractor. The goods supplied under the Contract shall be fully insured against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in such a manner that SCCL shall not incur any financial loss, as long as the plant continues to remain under the custody of the Contractor. During O&M period also (after the Construction period is over), the insurances shall be in the scope of the Contractor.
- 67.2 In case of any loss or damage or pilferage or theft or fire accident or combination of the said incidents etc. under the coverage of insurance, the Contractor shall lodge the claim as per rules of insurance. Any FIR required to be lodged to local Police Station shall be the responsibility of the Contractor.
- 67.3 The Contractor shall arrange to supply/ rectify/ recover the materials without waiting for settlement of the insurance claim and even if the claim is unsettled for timely completion of the project. The final financial settlement with the insurance company shall rest upon the Contractor.
- 67.4 In case of any delay of the project attributable to the Contractor, the Contractor himself in consultation with SCCL/Employer shall take the extension of insurance. Any financial implications shall be borne by the Contractor.
- 67.5 The Contractor should arrange for providing insurance coverage to its workmen under Workmen's Compensation Act or similar Rules and Acts as applicable during execution of work for covering risk against any mishap to its workmen. The Contractor shall also undertake a Third-Party Insurance and shall at all times keep SCCL indemnified against any Third-Party claims and shall arrange to settle them at the earliest. The SCCL/ Employer will not be liable for any such loss or mishap.
- 67.6 All other insurance like – transit insurance (Marine/ Cargo/ others as applicable), Construction All Risk, Erection All Risk, workmen compensation, fire, third party liability, insurance against theft, Contractor's Equipments, machinery breakdown policy, business interruption insurance, Property damage Insurance & Environmental risk

insurance as required during the Construction and O&M period of the Plant shall be in the contractor's scope & shall borne by the Contractor.

- 67.7 SCCL shall be named as co – insured under all insurance policies taken out by the Contractor, except for the workmen compensation, third party liability and SCCL's liability insurances. All insurers' rights of subrogation against such co – insured for losses or claims arising out of the performance of the contract shall be waived under such policies.
- 67.8 All the insurance cover taken for the construction and O&M period shall be seamless in nature & preferably taken from the same insurance company.
- 67.9 The insurance is to be suitably taken for the activity/ act which are required to cover all the risks associated to the activity / act. The Contractor shall be responsible to take suitable insurance till the completion of the O&M contract and indemnify SCCL from all associated risks whatsoever.
- 67.10 The Contractor shall be responsible to take suitable insurance(s) and claim management during and till the completion of the O&M contract and indemnify the SCCL from all associated risks whatsoever.

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

**67.11 Employees State Insurance (ESI) Act**

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

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

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

**67.11 Workmen Compensation and SCCL's Liability Insurance**

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

**67.12 Accident or Injury to Workmen**

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

#### 67.13 Transit/Cargo Insurance

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

Covering loss or damage occurring, while in transit from the supplier's or manufacturer's works or stores until arrival at the Site, to the Facilities (including spare parts therefor) and to the construction equipment to be provided by the Contractor or its Subcontractors.

Amount	Deductible Limits	Parties Insured	From	To
110% of the Ex-works value of supply	Nil	Contractor & SCCL	Ware House	Ware House + 60 Days

#### 67.14 Comprehensive Automobile Insurance

This insurance shall be in such a form as to protect the Contractor against all claims for injuries, disability, disease and death to members of public including SCCL's men and damage to the property of others arising from the use of motor vehicles during on or off the site operations, irrespective of the Employer ship of such vehicles..

#### 67.15 Installation All Risks Insurance

Covering physical loss or damage to the Facilities at the Site, occurring prior to Completion of the Facilities, with extended maintenance coverage for the Contractor's liability in respect of any loss or damage occurring during the Defect Liability Period while the Contractor is on the Site for the purpose of performing its obligations during the Defect Liability Period.

Amount	Deductible Limits	Parties Insured	From	To
110% of the Ex-works value of supply	Nil	Contractor, Sub contractor & SCCL	Receipt at site	Upto Defect Liability period

#### 67.16 Comprehensive General Liability Insurance

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

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

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

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

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as approved by the Purchaser. However, third party risk shall be maximum to INR 10 (Ten) Lakhs for death.

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

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

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

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

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

**67.18 ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY SCCL:**

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

Amount	Deductible Limits	Parties Insured	From	To
To be indicated by the Contractor	Nil	Contractor, Sub contractor & SCCL	Receipt at site	Up to Defect Liability period

**68 Damage to Property or to any Person or any Third Party**

68.1 Contractor shall be responsible for making good to any loss or any damage to structures and properties belonging to the SCCL or being executed or procured or being procured by the SCCL or of other agencies within in the premises of all the work of the SCCL, if such loss or damage is due to fault and/ or the negligence or willful acts or omission of the Contractor, his employees, agents, representatives or Sub-Contractors.

68.2 The Contractor shall take sufficient care in moving his plants, equipment and materials from one place to another so that they do not cause any damage to any person or to the property of the SCCL or any third party including overhead and underground cables and in the event of any damage resulting to the property of the SCCL or of a third party during the movement of the aforesaid plant, equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the SCCL or ascertained or demanded by the

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third party shall be borne by the Contractor. Third party liability risk shall be INR 1 (One) Lakh for single accident and limited to INR 10 (Ten) Lakhs.

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

**69. Labour Laws & Indemnity Bond**

i) No labour below the age of 18 (Eighteen) Years shall be employed on the Work.

ii) The Contractor shall at his expense comply with all labour laws and keep the SCCL indemnified in respect thereof.

iii) The Contractor shall employ labour in sufficient numbers either directly or through Sub- Contractor's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract.

iv) The Contractor shall indemnify the SCCL against any payments to be made under and for the observance of the provisions of the aforesaid labour compliances without prejudice to his right to obtain indemnity from his Sub-Contractor's.

v) The Contractor shall also indemnify to keep the SCCL/ Employer harmless from any act of omission or negligence on the part of the Labour Laws compliance in following the statutory requirements with regard to Labour laws. Against the signing of the contract, The Indemnity Bond shall be furnished by Contractor as per Format enclosed under Forms and Formats for the labour law compliance.

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

**70. Contractor to Indemnify the SCCL**

70.1 The Contractor shall indemnify the SCCL and every member, office and employee of the SCCL, also the Engineer-in-Charge/Project Manager and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of this contract and elsewhere and all actions, proceedings, claims, demands, costs and expenses which may be made against the SCCL for or in respect of or arising out of any failure by the Contractor in the performance of his obligations under the Contract Document.

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

**70.2 Payment of Claims and Damages**

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

70.3 In every case in which by virtue of the provisions of Section 12, Sub-section (i) of workmen's compensation Act, 1923 or other applicable provision of Workmen Compensation Act or any other Act, the SCCL is obliged to pay compensation to a workman employed by the Contractor in execution of the Work, the SCCL will recover

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from the Contractor the amount of the compensation so paid, and without prejudice to the rights of SCCL under Section 12, Sub-section (2) of the said Act, SCCL shall be at liberty to recover such amount or any part thereof by deducting it from the Contract Performance Security or from any sum due to the Contractor whether under this Contract or otherwise. The SCCL shall not be bound to contest any claim made under Section 12, Sub-section (i) of the said act, except on the written request of the Contractor and upon his giving to the SCCL full security for all costs for which the SCCL might become liable in consequence of contesting such claim.

**71. Health and Sanitary Arrangements for Workers**

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

71.2 The Contractor shall provide in the labour colony all amenities such as electricity, water and other sanitary and health arrangements. The Contractor shall also provide necessary surface transportation to the place of work and back to the colony for their personnel accommodated in the labour colony.

**72. Safety codes- General**

72.1 Contractor shall adhere to safe construction practice and guard against hazardous, and unsafe working conditions and shall comply with Safety rules as set forth herein. Any hazardous material used during construction or used as part of the plant has to be taken back by the supplier for recycling or dumping purpose after its operating / working life, so that it may not affect the environment or any living being. Contractor have to comply with State Pollution Board regulation.

**73. Safety Regulations**

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

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

**74. First Aid and Industrial Injuries**

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

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

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

**75. General Rules**

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

**76. Contractor's Barricades**

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- 76.1 i) Contractor shall erect and maintain barricades required in connection with his operation to guard or protect: -
- a) Excavations
  - b) Hoisting Areas.
  - c) Areas adjudged hazardous by Contractor's or SCCL's inspectors.
  - d) SCCL's existing property subject to damage by Contractor's Operations.
  - e) Rail Road unloading spots
- ii) Contractor's employees and those of his Sub-Contractor's shall become acquainted with Employer's/ SCCL's barricading practice and shall respect the provisions thereof.
- iii) Barricades and hazardous areas adjacent to, but not located in normal routes of travel shall be marked by red flasher lanterns at nights.

**77. Working at Height**

- 77.1 i) Scaffolding or staging more than 4 meters above the ground or floor, swing suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise retarded at least one meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- ii) Working platform, gangway and stairway should be so constructed that they should not sag unduly or unequally and if the height of platform of the gangway or the stairway is more than 4 meters above the ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as in ii) above.
- iii) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing of railing whose minimum heights shall be 1 meter.
- iv) While working at the substation and for construction of transmission line Towers and their subsequent maintenance, experienced manpower should be deployed with appropriate protection Equipments, such as insulating gloves, fall arrestor etc.

**78. Excavation and Trenching**

- 78.1 All trenches 1.5 Meters or more in depth, shall at all times be supplied with at least one ladder for each 50 Meters length or fraction thereof. Ladder shall be extended from bottom of the trenches to at least 1 meter above the surface of the ground. The sides of the trenches which are 1.5 Meters in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 Meters of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under-cutting shall be done.

**79. Demolition/ General Safety**

- 79.1 i) Before any demolition work is commenced and also during the progress of the demolition work
- a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - b) No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.
  - c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
- ii) All necessary personal safety equipment as considered adequate should be kept available for the use of the persons employed on the Site and maintained in condition

suitable for immediate use, and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.

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

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

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

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

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

**f)** The CONTRACTOR shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.

**1)** No paint containing lead or lead product shall be used except in the form of paste or readymade paint.

**2)** Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

**3)** Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash them during and on cessation of work.

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **80. Care in Handling Inflammable Gas**

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

#### **81. Temporary Combustible Structures**

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

#### **82. Precautions against Fire**

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

#### **83. Explosives**

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

Tender for Design, Engineering, Supply, Construction, Erection, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) ground based Solar PV Power Plants along with 10 years Plant O&M at different sites.

**84. Preservation of Place**

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

**85. Outbreak of Infectious Diseases**

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

**86. Use of Intoxicants**

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

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

**87. DELISTING, SUSPENSION & BANNING OF BUSINESS DEALINGS**

SCCL reserves its rights to remove the Supplier / contractor / firm / company / party from List of Approved Suppliers or to ban Business Dealings if a Supplier / Contractor / firm / company / party is found to have committed misconduct as also to suspend business dealings pending investigation.

**i) SUSPENSION OF BUSINESS:**

- a) If the conduct of any Supplier / Contractor / Firm / Company / Party dealing with the SCCL is under investigation by any Department, the Competent Authority may suspend business dealings with the Supplier / Contractor / Firm / Company / Party. The order of suspension would operate for a period not more than six months and may be communicated to the Company/Party.
- b) It is not necessary to give any show-cause notice or personal hearing to the Supplier / Contractor / Firm / Company / Party before issuing the order of suspension. However, if investigations are not completed in 6 months' time and the Competent Authority considers that suspension may continue beyond 6 months, Show Cause Notice may be given to the Supplier / Contractor / Firm / Company / Party concerned.

**ii) BANNING OF BUSINESS DEALINGS:**

If the investigations, prima facie, establish the misconduct of the Company/Party concerned, the Competent Authority may consider whether the misconduct prima facie established warrants removal from the list of Approved Suppliers or it is serious to ban business dealings. Such banning shall be done at corporate level only.

a) **'Competent Authority' for this purpose shall mean:** Functional Director / GM (MP)

**iii) APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:**

The Company/Party may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to C&MD of SCCL. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing etc.

C&MD would consider the appeal and pass appropriate order which shall be communicated to the Company/Party as well as the Competent Authority.

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Tender for Design, Engineering, Supply, Construction, Erection, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) ground based Solar PV Power Plants along with 10 years Plant O&M at different sites.
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## ANNEXURES & FORMATS

Tender for Design, Engineering, Supply, Construction, Erection, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) ground based Solar PV Power Plants along with 10 years Plant O&M at different sites.

Format of Letter of Bid (LOB)

**LETTER HEAD OF BIDDER**

To

**The General Manager (MP)**

The Singareni Collieries Company Limited.,

Kothagudem Post.

Bhadravadi District.

TS - 507101

**Sub : Tender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) Solar PV Power Plants along with 10 years Plant O&M at different sites.-Reg.**

**Ref: Tender No. E0123O0188 Dtd.03.09.2023.**

Dear Sirs,

1. Having examined the complete Tender document, we, the undersigned, offer to propose for the Engagement of Consultants with SCCL, in full conformity with the NIT as available in E-Portal.
2. We have read the provisions of NIT and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
3. We agree to abide by this Proposal, consisting of this letter, the Pre-qualification and Technical Proposal, the duly notarized written power of attorney, and all attachments, it shall remain binding upon us and at any time before the expiration of the period of engagement.
4. Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding contract between us.
5. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
6. We are hereby submitting our offer in full compliance with the terms and condition of the subject NIT. If any information furnished by me/us online towards eligibility in this tender is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/we shall have no claim against SCCL.

Yours faithfully,

(Signature of Bidder and Seal of the firm)

1. Name of the Bidder :
2. Address :
3. e-Mail Address :
4. Mobile/Telephone Number :
5. FAX Number :
6. Place :
7. Date :

Tender for Design, Engineering, Supply, Construction, Erection, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) ground based Solar PV Power Plants along with 10 years Plant O&M at different sites.

**ANNEXURE –B**

(Separate sheet may be used for giving detailed information duly signed)

**NON-BANNING OR DELISTING CERTIFICATE**

Our firm has not been suspended banned or de-listed by any Government or Quasi-government agencies or PSU's.

Date:

Signature of Tenderer

Seal of the firm

Tender for Design, Engineering, Supply, Construction, Erection, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) ground based Solar PV Power Plants along with 10 years Plant O&M at different sites.

**NO DEVIATION CONFIRMATION**

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

**Sub : Tender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) Solar PV Power Plants along with 10 yearsPlant O&M at different sites.-Reg.**

**Ref: Tender No. E0123O0188 Dtd.03.09.2023**

From: \_\_\_\_\_ (Insert name and address of Bidding Company)

\_\_\_\_\_  
\_\_\_\_\_

To,

The Singareni Collieries Company Ltd.

Dear Sir / Madam,

We understand that any 'deviation/ exception' in any form may result in rejection of bid. We, therefore, certify that we have not taken any 'exception/ deviation' anywhere in the bid and we agree that if any 'deviation/ exception' is mentioned or noticed, our bid may be rejected.

Place:  
Date:

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

Tender for Design, Engineering, Supply, Construction, Erection, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) ground based Solar PV Power Plants along with 10 yearsPlant O&M at different sites.



**(This should be submitted on the Letter Head of the Bidding Company/  
Lead Member of Consortium)**

Ref.No. \_\_\_\_\_

Date: \_\_\_\_\_

**DECLARATION ON RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES:**

**Sub : Tender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) Solar PV Power Plants along with 10 years Plant O&M at different sites.-Reg.**

**Ref: 1) Tender No. E012300188 Dtd.03.09.2023.  
2) MoF OM No 6/18/2019-PPD dated 23.07.2020.**

This is with reference to order No. OM no. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020 issued by Department of Expenditure, MoF, Govt of India.

Bidders are required to submit the relevant Declaration 1 and/or 2, as applicable.

We are hereby submitting the following declaration in this regard:

- a. Any bidder (including its JV partner/Consortium Member, wherever applicable) from a country which shares a land border with India (except to which the Government of India has extended line of credit or in which the Government of India is engaged in development projects as mentioned in Order Public Procurement No. 2 dt. 23.07.2020 or its subsequent revisions/amendments) will be eligible to bid only if the bidder is registered with the Competent Authority, i.e. Registration Committee constituted by DPIIT.
- b. The successful bidder shall not be allowed to sub contract works to any contractor from a country which shares a land border with India (except to which the Government of India has extended line of credit or in which the Government of India is engaged in development projects as mentioned in Order Public Procurement No. 2 dt. 23.07.2020 or its subsequent revisions/amendments) unless such contractor is registered with the Competent Authority, i.e. Registration Committee constituted by DPIIT.
- c. A bidder is permitted to procure raw material, components, sub assemblies, etc. from the vendors of countries sharing a land border with India without getting registered with the Competent Authority, i.e. Registration Committee constituted by DPIIT, as it is not regarded as "sub contracting".
- d. However, in case a bidder proposes to supply finished goods procured directly/indirectly from the vendors of the countries sharing land border with India, such vendors will be required to get registered with the Competent Authority, i.e. Registration Committee constituted by DPIIT.

Tender for Design, Engineering, Supply, Construction, Erection, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) ground based Solar PV Power Plants along with 10 years Plant O&M at different sites.
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**Declaration 1:**

**Certification for Tenders**

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

**Declaration 2:**

**Certification for Tenders for Works involving possibility of sub-contracting (Applicable for Service Contract)**

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

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to the tender will be rejected.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20....

Thanking you,

Seal and Signature of Authorized Person

Name, Designation,

Tender for Design, Engineering, Supply, Construction, Erection, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) ground based Solar PV Power Plants along with 10 years Plant O&M at different sites.

**DECLARATION REGARDING THE MANDATORY  
PROCUREMENT OF SOLAR MODULES &  
INVERTERS FROM CLASS I LOCAL SUPPLIERS**

**(To be submitted on the Letter Head of the Statuary  
Auditor/Cost Auditor of the company (In case of  
companies) or from a practicing cost accountant or  
practicing chartered accountant (In respect of suppliers  
other than companies)**

Ref.No. \_\_\_\_\_

Date:

**Sub : Tender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) Solar PV Power Plants along with 10 years Plant O&M at different sites.-Reg.**

**Ref: Tender No. E0123O0188 Dtd.03.09.2023**

**Reference 1: Ministry of New & Renewable Energy (MNRE) Order No 283/22/2019- GRID SOLAR dated 23<sup>rd</sup> Sep 2020 & any amendments thereof, for the Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Renewable Energy (RE) Sector.**

**Reference 2: Department for Promotion of Industry and Internal Trade (DPIIT) Notification No. P- 45021/2/2017-PP (BE-II) dated 4th June, 2020.**

We hereby confirm that in line with the mandate of *Ministry of New & Renewable Energy (MNRE) Order No 283/22/2019-GRID SOLAR dated 23rd Sep 2020 for the Public Procurement (Preference to Make in India) & any amendments thereof, to provide for Purchase Preference (linked with local content) in respect of Renewable Energy (RE) Sector & Department for Promotion of Industry and Internal Trade (DPIIT) Notification No. P-45021/2/2017-PP (BE-II) dated 4th June, 2020*, we hereby declare that:

- a) The procurement of Solar Modules for the subject tender will be done from Class I Local suppliers only.
- b) The procurement of Solar Inverters for the subject tender will be done from Class I Local suppliers only.
- c) The percentage of Local content in the procurement of mentioned Solar Modules is...% (In words)
- d) The percentage of Local content in the procurement of mentioned Solar Inverters is...% (In words).

Tender for Design, Engineering, Supply, Construction, Erection, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) ground based Solar PV Power Plants along with 10 years Plant O&M at different sites.
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A Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under the aboveaid Orders.

False declaration will be in the breach of the code of integrity under Rule 175(1)(i)(h) of the General Financial rules for which a bidder or its successors can be debarred for up to two years as per rule 151 (iii) of the general Financial rules along with such other actions as may be permissible under the law.

Also, In case it comes to the notice of Employer/ Owner that we have given wrong declaration in this regard, the same shall be dealt as 'wrong declaration under fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.

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

Name: .....

Date: .....

Place: .....

Signature and stamp (on each page) of Statuary Auditor/Cost Auditor/ practicing cost accountant or practicing chartered accountant of Bidding Company.

Name: .....

Date: .....

Place: .....

Tender for Design, Engineering, Supply, Construction, Erection, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) ground based Solar PV Power Plants along with 10 yearsPlant O&M at different sites.

**BIDDER'S EXPERIENCE****(To be submitted on the Letter Head of the Bidding Company)**

Ref.No. \_\_\_\_\_ Date: \_\_\_\_

**Sub : Tender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) Solar PV Power Plants along with 10 years Plant O&M at different sites.-Reg.**

Ref: Tender No. E0123O0188 Dtd.03.09.2023

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal

Tender for Design, Engineering, Supply, Construction, Erection, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) ground based Solar PV Power Plants along with 10 years Plant O&M at different sites.

Format for Disclosure for ALMM compliance

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

Ref.No.\_\_\_\_\_

Date: \_\_\_\_\_

**Sub : Tender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) Solar PV Power Plants along with 10 yearsPlant O&M at different sites.-Reg.**

**Ref: Tender No. E0123O0188 Dtd.03.09.2023**

Dear Sir/ Madam,

We declare that we are fully aware of the binding provisions of the ALMM Order and the Lists(s) there under, while quoting the for the subject tender of "Tender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of 134.5 MW (AC) ground based Solar PV Power Plant at different sites incncluding 10years plant O&M at Singareni Collieries Company Limited, Telangana, India".

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

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20....

Thanking you, We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Signatory

Tender for Design, Engineering, Supply, Construction, Erection, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) ground based Solar PV Power Plants along with 10 yearsPlant O&M at different sites.

**FORMAT OF CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL  
CAPABILITY OF THE BIDDER**

**(To be submitted on the Letter Head of the Chartered Accountant)**

Ref.No. \_\_\_\_\_

Date: \_\_\_\_\_

**Sub : Tender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) Solar PV Power Plants along with 10 years Plant O&M at different sites.-Reg.**

**Ref: Tender No. E0123O0188 Dtd.03.09.2023.**

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

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

**A. ANNUAL TURNOVER OF LAST 3 YEARS:**

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

**And**

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

**B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:**

Description	Year _____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets- Current liabilities)	
4. Net Worth (As mentioned in NIT)	

Tender for Design, Engineering, Supply, Construction, Erection, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) ground based Solar PV Power Plants along with 10 years Plant O&M at different sites.
--

Yours faithfully

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

Name:

.....  
.....

Date:

.....  
.....

Place:

.....  
.....

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

Name:

.....  
.....

Date:

.....  
.....

Place:

.....  
.....

Tender for Design, Engineering, Supply, Construction, Erection, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) ground based Solar PV Power Plants along with 10 years Plant O&M at different sites.





## ANNEXURE –J

THE SINGARENI COLLIERIES COMPANY LIMITED			
OTHER COMMERCIAL INFORMATION			
<b>Sub: Tender for Design, Engineering, Supply, Construction, Erection, Testing &amp; Commissioning of cumulative capacity of 134.5 MW (AC) Solar PV Power Plants along with 10 yearsPlant O&amp;M at different sites</b>			
<b>Tender No. E012300188 Dtd.03.09.2023</b>			
SI No	Particulars	Details	Remarks, if any
1	Details of EMD		
2	Validity of offer (180 Days From date of Opening of Techno-Commercial Bi d)		
3	PAN		
4	<b>Payment details (for EFT)</b>		
a	Account Name		
b	Banker's Name		
c	Branch		
d	Address, City/Town, District, State		
e	Account type		
f	A/c No & EFT No		
g	IFSC Code		
h	If applicable, indicate Registration No. & Registering Authority		
5	SCCL Vendor Code of the bidder(If already registered)		
6	GST registration details		
a	GST No.		

Signature of the Bidder

Seal of the Firm

Tender for Design, Engineering, Supply, Construction, Erection, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) ground based Solar PV Power Plants along with 10 yearsPlant O&M at different sites.
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**Acceptance of Commercial terms and conditions by the Bidder.**

**Sub: Tender for Design, Engineering, Supply, Construction, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) Solar PV Power Plants along with 10 yearsPlant O&M at different sites.**

**Ref : Tender No. E0123O0188 Dtd.03.09.2023**

<b>SI No</b>	<b>Commercial Terms of NIT</b>	<b>Acceptance of Bidder</b>
1	Instructions to Bidder(Submission/Evaluation of Bid,etc)	Accepted
2	Bid Validity(180 days)	Accepted
3	Firm Price condition as per NIT	Accepted
4	Submission of Tax invoice	Accepted
5	Applicable Taxes	Accepted
6	Consignee/Destination Point	Accepted
7	Delivery	Accepted
8	Payment Terms	Accepted
9	Penalties/recoveries	Accepted
10	Insurance	Accepted
11	Liability	Accepted
12	Force Majeure	Accepted
13	Contract Performance security / Bank Guarantee as per NIT	Accepted
14	Currency of Bid	Accepted
15	Dispute resolution clauses	Accepted
16	General Terms and Conditions	Accepted

**Signature of the Bidder**

**Seal of the Firm**

Tender for Design, Engineering, Supply, Construction, Erection, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) ground based Solar PV Power Plants along with 10 yearsPlant O&M at different sites.

**DECLARATION CERTIFICATE**

We do hereby declare that the contents of the offer submitted vide no. against this Tender Enquiry Number **E0123O188 Dt.03.09.2023** have been given after fully understanding and the same are true and complete in every particular and that if any untrue abetment /information contained therein, the said offer shall be considered absolutely null and void and we shall be liable for any penal action as per the provisions of Law for the time being in force.

- i) I/We .....Partner/Legal Attorney/Proprietor / Accredited Representative of M/s..... declare that we are submitting our tender vide our offer No. Dtd.....
- ii) The contents of the offer given after fully understanding and all information furnished by me / us are correct and true and complete in every respect.
- iii) All documents/credentials submitted along with the tender are genuine, authentic, true and valid.
- iv) If any information or document submitted is found to be false / orrect, the said offer shall be considered absolutely null & void and action as deemed fit may be taken against me / us luding termination of the contract, forfeiture of all dues including EMD/Security Deposit and blacklisting of my / our firm and all partners of the firm as per provisions of Law.”

SignatureoftheTenderer

Seal of **Firm**

Tender for Design, Engineering, Supply, Construction, Erection, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) ground based Solar PV Power Plants along with 10 yearsPlant O&M at different sites.

**POWER OF ATTORNEY FOR BIDDING COMPANY**

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

Know all men by these presents, We  
.....(na

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

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

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

**Signed by the within named**

..... **(Insert the name of**

**the executant company) through the hand of**

**Mr.** .....

**duly authorized by the Board to issue such Power of Attorney**

**Dated this** ..... **day of** .....

**Accepted**

.....

Tender for Design, Engineering, Supply, Construction, Erection, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) ground based Solar PV Power Plants along with 10 years Plant O&M at different sites.

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

**Attested**

.....

.....

.....**(Signature  
of the executant)**

**(Name, designation and address of the executant)**

Tender for Design, Engineering, Supply, Construction, Erection, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) ground based Solar PV Power Plants along with 10 years Plant O&M at different sites.

**FORMAT FOR JOINT VENTURE AGREEMENT**

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

THIS JOINT DEED OF UNDERTAKING executed on this..... day of.....Two Thousand and..... by ..... a company incorporated.....under the laws of ..... and having its Registered Office at .....(hereinafter called the "Party No.1" which expression shall include its successors & executors) and M/s.....a company incorporated ..... under the laws of ..... and having its Registered Office at ..... (hereinafter called the "Party No.2" which expression shall include its successors & executors) and M/s..... a Company incorporated under the laws of ..... and having its Registered Office at ..... (hereinafter called the "Party No.3" which expression shall include its successors & executors) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award)] against the Tender No..... for ..... (insert name of the package alongwith project name) ..... of SCCL, a Company incorporated under the Companies Act of 2013 having its registered office at Kothagudem (hereinafter called the "Employer").

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

AND WHEREAS the Employer invited bids as per the above-mentioned Specification for the design, manufacture, supply, erection, testing and commissioning including O & M of Equipment/ Materials stipulated in the Tender Documents under ..... (insert name of the package alongwith project name) .....

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

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

AND WHEREAS the bid is being submitted to the Employer vide proposal No..... dated ..... by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of NIT) & Qualification Criteria, has been signed by all the parties.

Tender for Design, Engineering, Supply, Construction, Erection, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) ground based Solar PV Power Plants along with 10 yearsPlant O&M at different sites.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

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

1. In requirement of the award of the Contract by the Employer to the Joint Venture Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the design, manufacture, supply and successful performance of the equipment in accordance with the Contract:
2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(ies) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(ies) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(ies), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.
4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims rising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix - I (*to be suitably appended by the Parties alongwith this Undertaking in its bid*) to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.
6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.
7. This Undertaking shall be construed and interpreted in accordance with the

Tender for Design, Engineering, Supply, Construction, Erection, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) ground based Solar PV Power Plants along with 10 years Plant O&M at different sites.
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provisions of the Contract.

- 8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract Performance Security from a bank in favour of the Employer in the currency/ currencies of the Contract.
- 9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Employer discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

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

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

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

Name .....

Designation .....

Signature .....

(Signature of the authorized  
representative)

WITNESS :

I. ....

II. ....

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

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

Name .....

(Signature of the authorized  
representative)

Designation .....

Signature .....

WITNESS :

I. ....

II. ....

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

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

Name .....

Designation .....

(Signature of the authorized  
representative)

Signature .....

WITNESS :

I. ....

II. ....

**Note:**

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

Tender for Design, Engineering, Supply, Construction, Erection, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) ground based Solar PV Power Plants along with 10 years Plant O&M at different sites.

**FORMAT FOR POWER OF ATTORNEY FOR JOINTVENTURE AGREEMENT**

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

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder ..... have formed a Joint Venture under the laws of ..... and having our Registered Office(s)/Head Office(s) at ..... (hereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s ..... being the Partner in-charge do hereby constitute, nominate and appoint M/s. .... a Company incorporated under the laws of ..... and having its Registered/ Head Office at ..... as our duly constituted lawful Attorney (hereinafter called Attorney" or "Authorised Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Tender No..... Package .....the bids for which have been invited by Singareni Collieries Company Ltd (hereinafter called the 'Employer') to undertake the following acts:

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

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

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

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

Tender for Design, Engineering, Supply, Construction, Erection, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) ground based Solar PV Power Plants along with 10 years Plant O&M at different sites.

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

for and on behalf of the Partners of Joint Venture

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

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

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

WITNESS

1. Signature.....

Name .....

Designation .....

Occupation .....

2. Signature.....

Name .....

Designation .....

Occupation .....

**Note:**

1. For the purpose of executing the Agreement, the non-judicial stamp papers of appropriate values shall be purchased in the name of Joint Venture.

2. The Agreement shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.

Tender for Design, Engineering, Supply, Construction, Erection, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) ground based Solar PV Power Plants along with 10 years Plant O&M at different sites.

**FORMAT FOR CONSORTIUM AGREEMENT**

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

THIS JOINT DEED OF UNDERTAKING executed on this..... day of.....Two Thousand and..... by ..... a company incorporated ..... under.....the laws of ..... and having its Registered Office at .....(hereinafter called the "Party No.1" which expression shall include its successors & executors) and M/s.....a company incorporated.....under the laws of .....and having its Registered .....Office .....at ..... (hereinafter called the "Party No.2" which expression shall include its successors & executors) and M/s.. ..... a Company incorporated under the laws of ..... and having its Registered Office at ..... (hereinafter called the "Party No.3" which expression shall include its successors & executors) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award}] against the Tender No..... for ..... (insert name of the package alongwith project name) ..... of Singareni Collieries Compaany Ltd. under the Companies Act of 2013 having its registered office at Kothagudem (hereinafter called the "Employer").

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

AND WHEREAS the Employer invited bids as per the above-mentioned Specification for the design, manufacture, supply, erection, testing and commissioning including O & M of Equipment/ Materials stipulated in the Tender Documents under ..... (insert name of the package alongwith project name) .....

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

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

AND WHEREAS the bid is being submitted to the Employer vide proposal No..... dated ..... by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of NIT Clause & Qualification Criteria in NIT, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

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

Tender for Design, Engineering, Supply, Construction, Erection, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) ground based Solar PV Power Plants along with 10 years Plant O&M at different sites.

1. In requirement of the award of the Contract by the Employer to the Consortium Partners, we, the Parties do hereby undertake that M/s.....the Party No.1, shall act as Lead Partner and further  
 declare and confirm that we the parties to the Consortium shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the design, manufacture, supply and successful performance of the equipment in accordance with the Contract:
2. In case of any breach or default of the said Contract by any of the parties to the Consortium, the party(ies) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(ies) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(ies), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.
4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims rising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix - I (*to be suitably appended by the Parties alongwith this Undertaking in its bid*) to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.
6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Consortium for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Consortium, other than the express provisions of the Contract.
7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract Performance Security from a bank in favour of the Employer in the

<p>Tender for Design, Engineering, Supply, Construction, Erection, Erection, Testing &amp; Commissioning of cumulative capacity of 134.5 MW (AC) ground based Solar PV Power Plants along with 10 years Plant O&amp;M at different sites.</p>
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currency/ currencies of the Contract.

9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Employer discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

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

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

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

.....

Name .....

Designation .....

Signature .....

(Signature of the authorized  
representative)

WITNESS :

I. ....

II. ....

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

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

Name .....

(Signature of the authorized  
representative)

Designation .....

Signature .....

WITNESS :

I. ....

II. ....

Tender for Design, Engineering, Supply, Construction, Erection, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) ground based Solar PV Power Plants along with 10 years Plant O&M at different sites.

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

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

Name .....

Designation .....

Signature .....

(Signature of the authorized  
representative)

WITNESS :

I. ....

II. ....

**Note:**

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



**FORMAT FOR POWER OF ATTORNEY OF CONSORTIUM AGREEMENT**

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

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder ..... have formed a Consortium under the laws of ..... and having our Registered Office(s)/ Head Office(s) at ..... (hereinafter called the 'Consortium' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s ..... being the Partner in-charge do hereby constitute, nominate and appoint M/s..... a Company incorporated under the laws of ..... and having its Registered/ Head Office at ..... as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorised Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Consortium in regard to Tender No..... Package the bids for which have been invited by Singareni Collieries Company Ltd. (hereinafter called the 'Employer') to undertake the following acts:

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

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

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

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

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

.....  
.....

The Common Seal of the above Partners of the Consortium:

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

**WITNESS**

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

**Note:**

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

Tender for Design, Engineering, Supply, Construction, Erection, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) ground based Solar PV Power Plants along with 10 years Plant O&M at different sites.

**INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE  
PLANT HANDEDOVER FOR PERFORMANCE OF ITS O&M CONTRACT  
(ENTIRE SOLAR PHOTO VOLTAIC PLANT)  
(TO BE EXECUTED ON STAMP PAPER OF APPROPRIATE VALUE)  
INDEMNITY BOND**

THIS INDEMNITY BOND IS made this.....day of ... 20...by ..... a Company registered under the Companies Act, 1956/2013 concern having its Registered Office at..... (hereinafter called as "Contractor" or "Obligor" which expression shall include its successors) in favour of M/s....., a Company incorporated under the Companies Act, 1956 having its Registered Office at ..... and its Project at .....(hereinafter called "M/s....." which expression shall include its successors and assigns) :

WHEREAS M/ s..... has awarded to the Contractor a Contract for .....vide its Letter of NOA/Contract Agreement No..... dated and its Amendment No..... (Applicable when amendments have been issued) (hereinafter called the "Contract") in terms of which M/s.... is required to hand over various Equipment and facilities provided under Supply & Service Contract , herein after called "Solar Photo Voltaic Plant" to the Contractor for execution of the Contract.

AND WHEREAS, The Contractor is required to execute an Indemnity Bond in favour of M/s... for the Solar Photo Voltaic Plant handed over to it by M/s..... for the purpose of Performance of the Contract/O&M portion of the Contract.

NOW, THEREFORE, this Indemnify Bond witnesseth as follows:

1. That in consideration of Solar Photo Voltaic Plant as mentioned in the Contract, Valued at Rs.....#..... (Rupees. .... ) handed over to the Contractor for the purpose of Performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep M/s... indemnified, for the full value of the Solar Photo Voltaic Plant. The Contractor hereby acknowledges actual receipt of the Solar Photo Voltaic Plant as detailed in the Schedule appended hereto. The Contractor shall hold such Solar Photo Voltaic Plant in trust as a "Trustee" for and on behalf of M/s.....
2. That the Contractor is obliged and shall remain absolutely responsible for the safe O&M/protection and custody of the Solar Photo Voltaic Project against all risks whatsoever till completion of O&M Contract in accordance with the terms of the Contract and is taken over by M/s..... The Contractor undertakes to keep M/s..... harmless against any loss or damage that may be caused to the Solar Photo Voltaic Plant.
3. The Contractor undertakes that the Solar Photo Voltaic Plant shall be used exclusively for the Performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the Solar Photo Voltaic Plant shall be utilised for any other work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnify Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purposes including legal/penal consequences.
4. That M/s.... is and shall remain the exclusive owner of the Solar Photo Voltaic Plant free from all encumbrances, charges or liens of any kind, whatsoever. The Solar Photo Voltaic Plant shall at all times be open to inspection and checking by Engineer-in-Charge/Engineer or other employees /agents authorised by him in this regard. Further, M/s... shall always be free at all times to take possession of the Solar Photo Voltaic Plant in whatever form the Solar Photo Voltaic Plant may be, if in its opinion, the Solar Photo Voltaic Plant are likely to be endangered, mis-utilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds itself and undertakes to comply with the directions of demand of M/s... to return the Solar Photo Voltaic Plant without any demur or reservation.

Tender for Design, Engineering, Supply, Construction, Erection, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) ground based Solar PV Power Plants along with 10 years Plant O&M at different sites.
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5. That this Indemnify Bond is irrevocable. If at any time any loss or damage occurs to the Solar Photo Voltaic Plant or the same or any part thereof is mis- utilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Engineer-in-Charge/Engineer of M/s.... as to assessment of loss or damage to the Solar Photo Voltaic Plant shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Solar Photo Voltaic Plant at its own cost and / or shall pay the amount of loss to M/s.... without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to M/s.... against the Contractor under the Contract and under this Indemnify Bond.
6. NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the terms of and conditions of this Bond to the satisfaction of M/s..., THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.
- IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorised representative under the common seal of the Company, the day, month and year first above mentioned

SCHEDULE

Particulars of the Equipment / Facilities handed-over	Quantity	Value	Other details, (if any)	Signature of Attorney in token of receipt

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

I.	1.	Signature .....	Name .....
	2.	Name .....	Signature .....
	3.	Address .....	Designation .....
			Authorised representative*
II.	1.	Signature .....	

2.	Name .....	Common Seal (In case of Company)
3.	Address .....	

\* Indemnity Bonds are to be executed by the authorised persons and (i) In case of contracting Company under common seal of the Company of (ii) having the power of attorney issued under common seal of the company with authority to execute Indemnity Bonds, (iii) In case (ii) the original Power of Attorney if it is specifically for our contract or a Photostat copy of the Power of Attorney if it is a General Power of Attorney and such documents should be attached to Indemnity Bond.

# The value shall be sum of Supply and Erection Contract value.

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(TO BE EXECUTED ON STAMP PAPER OF APPROPRIATE VALUE)

**INDEMNITY BOND**

THIS INDEMNITY BOND IS made this..... day of ..... 20..... by **M/s.** ...., a Company registered under the Companies Act, 1956/ having its Registered Office at .....(hereinafter called as "Contractor" or "Obligor" which expression shall include its successors) in favour of M/s ....., a Company incorporated under the Companies Act, 1956/2013 having its Registered Office at ..... and their authorised representatives of SCCL and its Project at .....hereinafter called "....." which expression shall include its successors and assigns) :

WHEREAS ...../ SCCL has awarded to the Contractor a Contract ..... vide its NOA No .....Dated ..... & Contract Agreement No.....dated.....executed on (hereinafter called the "Contract").

NOW, THEREFORE, this Indemnify Bond witnesseth as follows:

1. That in consideration of Solar Photo Voltaic Plant as mentioned in the Contract, total valued atRs. .... (Rupees only), valued as a summation of the referred contracts and handed over to the Contractor for the purpose of Performance of the Contract (s), the Contractor hereby undertakes to indemnify and shall keep SCCL and their authorized representatives, indemnified, for the full value of the SolarPhoto Voltaic Plant during the tenure of this contract or its extension if agreed to.
2. Contractor confirm that they are aware of all the contractual obligations regarding payment to all personnel and labours including that of the sub – vendors & sub –contractors of Contractor, involved in this project., as well as various contractual, statutory and non – statutory obligations as per legal requirements and have complied with the obligations to the best of information and knowledge.
3. Contractor also confirms, that they are in compliance of all the provisions and requirements, including but not limited to, the following acts/ laws/ provisions and other applicable statutory and non-statutory regulations:
  - a. Contract Labor (Regulation & Abolition) Act 1970
  - b. Wages Act 1936
  - c. Minimum Wages Act 1948
  - d. Employer's Liability Act 1938
  - e. Workmen's Compensation Act 1923
  - f. Industrial Dispute Act 1947
  - g. Maturity Benefit Act 1961
  - h. Mines Act 1952
  - i. Employees State Insurance Act 1948.
4. Contractor, hereby confirm, that in the event any contractual or statutory obligation is found to be deficient in compliance or found non-complied, Contractor will indemnify M/s... and take necessary actions to comply with the same within the permissible time period.
5. Contractor also confirm, should there be any charges or penalty, of any kind imposed on SCC, for non-compliance of legal or statutory requirements by Contractor during its tenure of the contract, Contractor agrees to indemnify ~~SCC~~ SCCL against all damages, libel or suit, in full for the same on raising such a demand by SCCL and promises to pay the same within 30 days.
6. We do further undertake that this above stated warranty is inclusive of materials and labour.
7. That the Contractor is obliged and shall remain absolutely responsible for the safe O&M/ protection and custody of the Solar Photo Voltaic Project against all risks whatsoever till completion of O&M Contract in accordance with the terms of the Contract. The Contractor undertakes to keep SCCL harmless against any loss or damage that may be caused to the Solar Photo Voltaic Plant.

IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorized representative under the common seal of the Company, the day, month and year first above mentioned.

(Signature of the authorized representative)

Tender for Design, Engineering, Supply, Construction, Erection, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) ground based Solar PV Power Plants along with 10 years Plant O&M at different sites.

**Format of BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)**

Ref.....

Bank Guarantee No.....

Date .....

To  
The General Manager  
Material Procurement Department  
The Singareni Collieries Co.Ltd.,  
Kothagudem.

Dear Sirs,

In consideration of the “The Singareni collieries Company Limited” (hereinafter referred to as the ‘Company’, which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having allowed M/s..... with its Registered/Head Office at ..... (hereinafter referred to as the ‘Bidder, which expressions shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) to submit a Bank Guarantee from a Public sector bank in lieu of deposit of EMD / Earnest money in cash / Bank draft for the due fulfillment of the terms and conditions contained in ..... the .....Tender No..... dated..... we ..... Bank (hereinafter referred to as “the Bank”) having its office ....., do hereby undertake to pay the company an amount not exceeding Rs....., on demand by the company for the reason of any breach by the Bidder of any of the terms and conditions contained in the said tender. The decision of the company as to whether any such breach having been committed by the Bidder shall be final and binding on us.

We ..... Bank do hereby undertake to pay an amount due and payable under this Guarantee without any demur merely on a demand from the company stating that the amount claimed is due from the Bidder for the reason of breach by the said bidder of any of the terms and conditions contained in the said tender. Any such demand made on the Bank shall be conclusive. As regards the amount due and payable by the Bank under this guarantee shall be restricted to an amount not exceeding Rs.....

We, the said Bank further agree that Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect till a demand or claim under this Guarantee is made on us in writing on or before the ..... . We shall discharge from all liability under this Guarantee thereafter.

We, the said Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the company in writing and agree that any change in the constitution of the said Bidder or the Bank shall not discharge our liability hereinafter.

The above Bank Guarantee is operational for all purpose at our \_\_\_\_\_ Branch, Hyderabad / Kothagudem and we are liable to pay the guaranteed amount or any part thereof under this guarantee at our \_\_\_\_\_ Branch, Hyderabad / Kothagudem..

This Guarantee is issued by Sri....., who is authorized by the Bank. Dated, this ..... day of ..... 20.....

Signature of the authorized person

For and on behalf of the Bank

Place:

Note:

1. The date of validity of BG shall be valid till 30 days beyond the validity of the bid.
2. The stamp paper of appropriate value as per relevant stamp act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG is executed whichever is higher.
- 3.

Tender for Design, Engineering, Supply, Construction, Erection, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) ground based Solar PV Power Plants along with 10 yearsPlant O&M at different sites.

**Contract performance security (PBG) Format**

In consideration of the Singareni Collieries Company Limited, Kothagudem Collieries P.O. PIN Code-507101, Bhadradi Kothagudem District (Telangana State) (The SCCL) having agreed as per their LOA Ref: No. \_\_\_\_\_ dated \_\_\_\_\_ and PO Nos. \_\_\_\_\_ (Supply & Service part) and \_\_\_\_\_ (O&M Part) (\_\_\_ MW AC Ground based Solar Power Plant) to accept 10% of the Contract Value (Total sum of the Supply & Service Contract) Bank guarantee before making payment to make up the value of the equipment for the due fulfillment of the contract as per the terms and conditions contained in the order on production of performance bond in the shape of Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).

We, the Bankers, ( \_\_\_\_\_ ) through our Regional Office at \_\_\_\_\_ for and on behalf of our constituents M/s. \_\_\_\_\_ hereby execute this Bank Guarantee undertake to indemnify The Singareni Collieries Company Limited, Kothagudem Collieries P.O. PIN Code. 507101, Bhadradi Kothagudem District (Telangana State) to the extent of Rs. \_\_\_\_\_ against satisfactory performance of the equipment to the Singareni Collieries Company Limited, Kothagudem Collieries P.O. PIN Code – 507 101, Bhadradi Kothagudem District (Telangana State) or their assignee by reason of any breach of terms by the supplier or as contained vide the terms of the accepted supply order, during the period of \_\_\_ months and it shall b extended every year before the expiry date of the BG upto a period f 135 months from the date of its issuance , are fulfilled for the good unto order.

We, the Bankers \_\_\_\_\_ further agree that this performance guarantee therein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and that it will continue to be enforceable till the dues of the Singareni Collieries Company Limited, Kothagudem Collieries P.O. PIN Code –507101, Bhadradi Kothagudem District (Telangana State) under or by virtue of the contract have been fully paid up and their claims fully satisfied or discharged, till the Singareni Collieries Company Limited, Kothagudem Collieries Post Office PIN Code 507 101, Bhadradi Kothagudem District (Telangana State) or their assignee certifies that the terms and conditions of the tender/order have been fully and properly carried out by the Contractor and accordingly discharged this guarantee subject however, that the Singareni Collieries Company Limited, Kothagudem Collieries Post Office, PIN Code – 507101, Bhadradi Kothagudem District (Telangana State) or their assignee shall have no rights under this performance Bank guarantee after expiry of 12 months from the date of its execution .

And we (The Bank) hereby undertake to pay any claim under the Bank Guarantee on mere demand without any demur to the Company without any reference to the supplier a sum not exceeding Rs. \_\_\_\_\_ for non-fulfillment of any of the terms and conditions of the contract by the supplier.

We, \_\_\_\_\_ (The Bank) further agree that if the demand is made by the Company for honoring the bank guarantee constituted by these presents we \_\_\_\_\_ (Bank) have no right to decline the same for any reason whatsoever and shall pay the amount without any demur within immediately from the date of such demand.

The very fact that we \_\_\_\_\_ (The Bank) decline or fail or neglect to honour the bank guarantee in any manner whatsoever is a sufficient reason for the company to enforce the bank guarantee unconditionally without any reference to the said supplier.

We \_\_\_\_\_ (The Bank) further agree that a mere demand by the company is sufficient for us to pay the amount covered by the bank guarantee in the manner and within the time aforesaid without reference to the supplier and no protest by the said supplier can be a valid ground for us to decline or fail or neglect to make payment to the company in the manner within the time aforesaid.

We \_\_\_\_\_ (The Bank) undertake not to revoke this guarantee during its currency except with the previous consent of the SCCL in writing.

The guarantee shall remain in force for a period of 12 months from the date of its issuance, in period of time subject to further that the company shall have no right under this bond after the expiry of the above period from the date of execution and we \_\_\_\_\_ (The Bank) shall be relieved and discharged from all liabilities under this guarantee thereafter.

The above Bank Guarantee is operational for all purpose at our \_\_\_\_\_ Branch, Hyderabad / Kothagudem and We are liable to pay the Guaranteed amount or any part thereof under this guarantee at our \_\_\_\_\_ Branch, Hyderabad / Kothagudem.

**Notwithstanding anything contained herein above:**

1. Our liability under this Bank Guarantee shall not exceed INR ...../- (Rupees .....Only).
2. This Bank Guarantee shall be valid up to \_\_\_/-.
3. Further a claim period of 12 months after validity period (claim period) is available to you to make a demand under the Bank Guarantee, in respect of a cause of action which has arisen during the validity period only.
4. We are liable to pay up to the guarantee amount if and only if, we receive from you a written claim demand within the validity period of the Guarantee as above or within claim period.

Note: The claim period for the BG shall be 12 months from the date of expiry of BG.

**Contact details of the Banker:**

**Postal Address:**

**Phone & Fax Number:**

**Mail-Id :**

Tender for Design, Engineering, Supply, Construction, Erection, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) ground based Solar PV Power Plants along with 10 yearsPlant O&M at different sites.

**Format of BANK GUARANTEE FOR ADVANCE PAYMENT**

Bank guarantee No.:.....

Date:.....

To,  
 The General Manager (Material Procurement),  
 The Singareni Collieries Company Limited,  
 Corporate Material Procurement Department  
 P.O.: Kothagudem,  
 Dist.-Bhadradri Kothagudem,  
 Telangana – 507101

In Consideration of The Singareni Collieries Company Limited (hereinafter referred to as the 'Employer', which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to ..... with its Registered office at .....(hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract, by issue of Employer's Notification of Award / LOA No....., Dated: ..... And corresponding PO No.\_\_\_\_\_ and the same having been unequivocally accepted by the Contractor, resulting into a Contract Agreement bearing No. \_\_\_\_\_ valued at INR ...../- (Rupees ..... only) (Contract price of supply and service) for "....." (hereinafter called the 'contract') and the Employer having agreed to make an advance payment to the Contractor for performance of the above Contract amounting INR ...../- (Rupees .....Only) as an Advance against Bank Guarantee to be furnished by the Contractor.

We, the ..... having Head Office at Central Office at ..... and amongst other places a branch at ....., Hyderabad-500082, Telangana, India (herein referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, immediately on demand any or, all monies payable by the Contractor to the extent of INR ...../- (Rupees ..... Only) as aforesaid at any time up to 1/20. Without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank.

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

Notwithstanding anything contained hereinabove our liability under this guarantee is limited to INR ...../- (Rupees ..... Only) and it shall remain in force up to and including 1/20 and shall be extended from time to time for such period (not exceeding one year), as may be desired by ..... on whose behalf this guarantee has been given.

**Notwithstanding anything contained herein:**

1. Our liability under this Bank Guarantee shall not exceed INR ...../- (Rupees .....Only).
2. This Bank Guarantee shall be valid up to 1/1.
3. The beneficiary's right as well the Bank's liability under this guarantee shall stand extinguished unless a written claim or demand is made under this guarantee on or before 1/1 being the date of expiry of claim period which in no case should be less than 90 days from the date of expiry of validity period of BG.
4. Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not entitled by the Bank, Any invocation of guarantee can be made only by the beneficiary directly.

Tender for Design, Engineering, Supply, Construction, Erection, Erection, Testing & Commissioning of cumulative capacity of 134.5 MW (AC) ground based Solar PV Power Plants along with 10 years Plant O&M at different sites.
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Dated this \_\_\_\_ Day of ..... at .

**Signature:**  
**Name:**  
**Designation with Bank Stamp:**  
**Attorney as per Power of Attorney No.**  
**Dated:**

**WITNESS:**  
**Signature:**  
**Name:**  
**Official Address:**

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