

TENDER NO:

**SUPPLY OF SOLAR PV MODULES FOR 500 MW (AC) (625 MWp)
SOLAR PV PROJECT AT GIPCL RE PARK, NR. VILL. KHAVDA,
GREAT RANN OF KUTCH, GUJARAT**

SHEET 1 OF 1



GUJARAT INDUSTRIES POWER COMPANY LIMITED (GIPCL)

**GIPCL CORPORATE OFFICE, PO: RANOLI-391 350
DIST: VADODARA, GUJARAT**

Tender Document

For

SUPPLY OF SOLAR PV MODULES FOR 500 MW (AC) (625 MWp) SOLAR PV PROJECT

AT

GREAT RANN OF KUTCH, NR. VILL. KHAVDA IN GUJARAT, INDIA

[Tender Enquiry Doc. No. GIPCL /Solar/PV Modules /2024-25]



TATA CONSULTING ENGINEERS LIMITED

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DISCLAIMER



DISCLAIMER

1. Though adequate care has been taken while preparing the tender document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given to the office of Owner/GIPCL immediately. If no intimation is received from any bidder within **10 (Ten) days from the date of issuance of Tender documents**, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).
2. GUJARAT INDUSTRIES POWER COMPANY LIMITED (GIPCL) reserves the right to modify, amend or supplement this document.
3. While this tender document has been prepared in good faith, neither GIPCL nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.
4. All rights reserved. No part of this document may be reproduced, distributed, or transmitted in any form or by any means, including photocopying, recording, or other electronic or mechanical methods, without the prior written permission of GIPCL, except in the case of brief quotations embodied in critical reviews and certain other non-commercial uses permitted by copyright law.
5. This Tender document is not an agreement and is neither an offer nor invitation by GIPCL to the prospective Bidders or any other person. The purpose of this Tender document is to provide interested parties with information that may be useful to them in the formulation of their Bid for qualification pursuant to this Tender document. This Tender document includes statements, which reflect various assumptions and assessments arrived at by GIPCL or their advisors or employees or agents, in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender document may not be appropriate for all persons, and it is not possible for GIPCL, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender document.

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ACRONYMS



ACRONYMS

NIT	:	Notice Inviting Tender
IFB	:	Invitation for Bids
ITB	:	Instructions to Bidders
BDS	:	Bid Data Sheet
GCC	:	General Conditions of Contract
SCC	:	Special Conditions of Contract
TS	:	Technical Specifications
BOS	:	Balance of System
CIF	:	Cost, Insurance and Freight
CIP	:	Carriage and Insurance paid to (place)
CPM	:	Critical Path Method
EDI	:	Electronic Data Interchange
EXW	:	Ex-factory, ex works or ex warehouse
FCA	:	Free Carrier
FOB	:	Free on Board
FP	:	Forms & Procedures
ICC	:	International Chamber of Commerce
INCOTERMS	:	International Rules for International Trade Law.

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NOTICE INVITING TENDER



SECTION - I

NOTICE INVITING TENDER

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NOTICE INVITING TENDER



1.0. INTRODUCTION

1.1. About the Company

Gujarat Industries Power Company Limited (GIPCL) (the “Company”) was incorporated in 1985 as Public Limited Company and engaged in business of Electrical Power Generation. The total present capacity of Vadodara (310 MW Gas based+ 1 MW Solar+ 112.4 MW Wind), Mangrol (500 MW Lignite based + 5 MW Solar + 1 MW Solar), Gujarat Solar Park, Charanka (2x40 MW + 75 MW Solar) and Raghnesda Ultra Mega Solar Park (100 MW Solar) is 1184.4 MW. The company is having its registered office at P.O. Ranoli-391 350, Vadodara, Gujarat.

The Company commissioned first power project; a 145 MW gas based Combined Cycle Power Plant in February 1992 at Vadodara. The Company expanded its capacity and commissioned 165 MW Naphtha & Gas based Combined Cycle Power Plant at Vadodara in November,1997 as Independent Power Producer (IPP) with Power Purchase Agreement (PPA) with GUVNL.

GIPCL commissioned 250 MW (SLPP Phase-I: 2x125 MW) Lignite based Power Plant at Nani Naroli, District Surat in November,1999 as Independent Power Producer (IPP) with Power Purchase Agreement (PPA) with GUVNL. The Company also has its own Captive Lignite Mines at Vastan, Mangrol & Valia for Surat Lignite Power Plant. Further, SLPP Phase-II: 2 x 125 MW has been commissioned in April 2010.

GIPCL commissioned 112.4 MW Wind Power Project in the State of Gujarat.

GIPCL is in the business of solar power since 2012 and 5 MW photovoltaic Grid connected Solar Power Plant commissioned at Vastan Mines of Surat Lignite Power Station in January 2012. GIPCL has also commissioned 1 MW Distributed Solar Pilot Project at two locations, (i) Village: Amrol, Anand and (ii) Village: Vastan, Taluka: Mangrol in month of April-2016.

GIPCL has commissioned 2x40 MW (AC) Solar PV Power Project in the month of August - 2017 and 75 MW (AC) Solar PV Power Project in the month of June-2019 at Gujarat Solar Park, Charanka. Further, another 100 MW (AC) Solar PV Power Project has been commissioned in the month of August-2021 at Raghnesda Ultra Mega Solar Park, Dist. Banaskantha.

For detailed profile of company and past financial results, bidders may visit website: www.gipcl.com.

1.2. About the Project

GIPCL is developing a 2375 MW Capacity Ultra Mega Solar/Wind/Hybrid Renewable Energy Park having necessary Infrastructures like power evacuation system including transmission line internal & external road, storm water drainage, street lighting, water supply system including desalination plant, fencing, creation of bund (if required), administrative buildings, telecommunication system, security etc.

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GIPCL has been awarded 500 MW (AC) Solar project by GUVNL. In this context, GIPCL has floated tender for EPC Contract for Balance of System (BoS) Package for 500 MW (AC) Solar PV projects at 2375 MW RE Park, Nr. Village Khavda, Great Rann of Kutch, in the State of Gujarat.

The scope of this tender is to procure the Solar PV Modules and deliver it to BoS Contractor for 500 MW (AC) Solar project at 2375 MW RE Park, Nr. Vill. Khavda, Great Rann of Kutch for installation.

1.3. Scope of Work

GIPCL invites interested parties to participate in this Tender for bidding and selection process of a Contractor for manufacturing, testing, supply, packing and forwarding, handling (up to receipt at site) insurance and transportation of Solar PV Modules (bifacial technology) with minimum module capacity of 540Wp and maximum module capacity of 570Wp for 500 MW (AC)/ 625 MWp up to the Project Site at 2375 MW RE Park Nr. Vill. Khavda, Great Rann of Kutch, Gujarat on single point responsibility (excluding Unloading at site).

Bidder shall also quote for supply of 0.5% of the PV modules as Mandatory Spares.

2.0. TABLE A: IMPORTANT DATES

Sr.	Event	Details
i.	Date of upload of original tender (Tender Document No: GIPCL/Solar/PV Modules/2024-25)	: 21-08-2024
ii.	Tender Document Downloading	: Web site https://www.bharat-electronictender.com (For view, download and on-line submission) and GIPCL website http://www.gipcl.com (For view & download only.)
iii.	Last date and time for receipt of Pre-bid queries/ clarifications	: 03-09-2024
iv.	Date and Time of Pre-bid Meeting /Briefing Meeting (Online)	: 04-09-2024 at 11:30 Hrs, Via MS Teams
v.	Online (e-tendering) Tender/Offer submission last date {This is mandatory}	: 25-09-2024 Time: 17:00 hours (IST) On Electronic Tender System (ETS) portal for Bid Submission
vi.	Physical receipt of Bid with all the relevant documents last date (By RPAD or Speed Post or By Personal Messenger) {This is mandatory}	: 26-09-2024 Gujarat Industries Power Company Ltd. (GIPCL) GIPCL Bhuj office: Pramukh Square Building, 1 st Floor, Opp. Regenta Resort, Airport Ring Road, Bhuj-370 001 Dist. Kutch, Gujarat

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Sr.	Event	Details																																
vii.	Bid Validity	: Offers shall be valid for a period of 4 (four) months from bid submission last due date.																																
viii.	Date of opening of Tender Fee, EMD Cover, and Technical Bid Physical as well as Online opening	: Will be decided by GIPCL (Internal opening by GIPCL)																																
ix.	a) Opening of Financial Bid b) e-Reverse Auction starts from	: a) Will be decided by GIPCL. b) Will be informed by GIPCL to all qualified Bidders.																																
x.	Schedule date for delivery of the percentage of Order MWp	: <table border="1" style="margin-left: 20px;"> <thead> <tr> <th>Sr. No.</th> <th>Month</th> <th>PV Modules in MWp to be deliver at Project Site</th> <th>%of total capacity</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Mar-25</td> <td>62.5</td> <td>10%</td> </tr> <tr> <td>2</td> <td>Apr-25</td> <td>62.5</td> <td>10%</td> </tr> <tr> <td>3</td> <td>May-25</td> <td>62.5</td> <td>10%</td> </tr> <tr> <td>4</td> <td>June-25</td> <td>31.25</td> <td>5%</td> </tr> <tr> <td>5</td> <td>Sep-25</td> <td>250</td> <td>40%</td> </tr> <tr> <td>6</td> <td>Oct-25</td> <td>156.25</td> <td>25%</td> </tr> <tr> <td colspan="2">Total</td> <td>625</td> <td>100%</td> </tr> </tbody> </table>	Sr. No.	Month	PV Modules in MWp to be deliver at Project Site	%of total capacity	1	Mar-25	62.5	10%	2	Apr-25	62.5	10%	3	May-25	62.5	10%	4	June-25	31.25	5%	5	Sep-25	250	40%	6	Oct-25	156.25	25%	Total		625	100%
Sr. No.	Month	PV Modules in MWp to be deliver at Project Site	%of total capacity																															
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4	June-25	31.25	5%																															
5	Sep-25	250	40%																															
6	Oct-25	156.25	25%																															
Total		625	100%																															
xi.	EMD Validity	: 4 (four) months from bid submission due date or as extended by GIPCL.																																

Note:

The above-mentioned dates are subject to amendment, in which case the bidder is requested to refer amendments/corrigendum.

TABLE B: IMPORTANT AMOUNTS

S	Head	Amount (and Validity)
i.	Tender Fees (non-refundable) to be paid by DD or Online payment as per Procedure given in Appendix-19	: Rs. 29,500/- (25,000 + 18% GST) (Rupees Twenty Nine Thousand Five Hundred Only)
ii.	Earnest Money Deposit (EMD) in the form of Bank Guarantee/DD or Online payment as per Procedure given in Appendix-19	: EMD @ Rs 1.0 Lakh/MWp for the quantity quoted in the Bid. (With a validity as per Clause No. xi of Table A (Important Dates) above.

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iii. Security Deposit cum Performance Bank Guarantee (PBG) : The Contractor shall furnish Security Deposit (SD) cum Performance Bank Guarantee (PBG) equivalent to 10% (ten percent) of the Total Contract Price within 01 month after issuance of Lol.

The validity period of PBG should be 120 days from the last lot of PV Modules received at site.

iv. Insurance or Performance Bank Guarantee (PBG) Against PV Module Warranty : In case the bidder is not able to provide Insurance coverage for Solar PV Modules towards performance guarantee, then bidder shall submit a performance Bank guarantee of Rs. 25 Lakhs (rupees twenty-five lakhs) per MWp of Solar PV Module quantity ordered valid for 25 years on completion of supply and before expiry of 10% Contract PBG/SD.

Note: In case of Online Payment is considered for Tender Fee or EMD, Bidder shall submit the proof of UTR No. in physical and online bid on or before last date of Bid submission.

3.0. PRE-QUALIFYING REQUIREMENTS

3.1. Qualification of Bidder will be based on meeting the criteria specified below regarding the Bidder's Technical Experience and Financial Position as demonstrated by the Bidder's responses in the corresponding Bid Schedules. Technical experience and financial resources of any proposed subcontractor shall not be taken into account in determining the Bidder's compliance with the qualifying criteria. Bidder shall furnish documentary evidence in support of the qualifying requirement stipulated below:



GIPCL/Owner may assess the capacity and capability of the bidder, to successfully execute the scope of work covered under the package within stipulated completion period. This assessment shall inter-alia include (i) document verification; (ii) bidders work/manufacturing facilities visit; (iii) manufacturing capacity, details of works executed, works in hand, anticipated in future & the balance capacity available for present scope of works; (iv) details of plant and machinery, manufacturing and testing facilities, manpower and financial resources; (v) details of quality systems in place; (vi) past experience and performance of similar capacity and nature within scheduled timeline; (vii) customer feedback; (viii) banker's feedback; (ix) supplied within last seven (7) years as on the date of bid submission.

3.2. Technical

3.2.1. The Bidder or its Holding Company/Subsidiary Company should be a Solar PV module manufacturer with 540Wp or above rated PV module (**Bi-facial**) listed in the latest "ALMM" order issued by MNRE prior to the last date of bid submission.

Notes for Clause 3.2.1:

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<p>(a) In case Bidder is a Holding Company or Subsidiary company of the PV module manufacturer who meets the qualification criteria given at 3.2.1 above, then the Bidder along with qualified manufacturer shall furnish an undertaking that they will be jointly and severally responsible for the execution of the Contract as per format enclosed in the bid documents, failing which bidder’s Techno-commercial bid shall be liable to be rejected.</p> <p>(b) Word “ALMM” shall be as per Office Memorandum No. 283/54/2018- Grid Solar (“Approved Models and Manufactures of Solar Photovoltaic Modules Order, 2019), dated 2nd January 2019 and subsequent orders issued in this regard by Government of India from time to time.</p> <p>3.3. Financial</p> <p>(i) Minimum Average Annual Turnover (MAAT) of the Bidder for last three (3) financial years shall be at least Rs 50 Lakhs/MWp (rupees fifty lakhs per MWp) only.</p> <p>Note:</p> <p>1) If Bidder is quoting for 100 MWp to GIPCL, then MAAT shall be Rs. 50 Crores (rupees fifty crores).</p> <p>2) Based on the quantity quoted the MAAT shall be worked out.</p> <p>(ii) The Net Worth of the Bidder during the last financial year should be positive.</p> <p>Net Worth = (Equity + Reserves) – (Revaluation reserves+ intangible assets + miscellaneous expenses to the extent not written off + carried forward losses).</p> <p>The Bidder shall provide a copy each of audited annual report to ascertain their turnover & net-worth. A certificate from CA shall be submitted along with the bid certifying the turn over & net worth to meet the qualifying criteria.</p> <p>(iii) The Bidder shall submit audited annual report for the last three Financial Years.</p> <p>3.4. OTHER CRITERIA FOR QUALIFICATION</p> <p>i. The Bid of only those Bidders will be considered who will produce documentary proofs, self-attested to meet the following requirements: The Bidders to have valid GST No.</p> <p>ii. A self-attested certificate from the Bidder to the effect that the Bidder is not blacklisted/banned/de-listed/debarred from any Public Sector undertakings of Central Govt./ State Govt. /SEBs / Corporations/ GIPCL / GUVNL / GERMI / GETCO/ CEA/ PGCIL/ POSOCO etc.</p> <p>iii. The experience list shall include of PV Modules Manufactured & supplied (Type, Rating, total capacity supplied etc.) to Customer by Bidder himself as a Manufacturer which shall include entire Engineering, Design, Procurement, Supply & Insurance and not as a sub-contractor. The list of PV Modules supplied shall clearly mention name of the technology partner / licensee agreement company and whether the same is valid as on date with date of expiry.</p>		
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- iv. The Bidder shall ensure that all the information, facts & figures, data provided in the bid are accurate and correct. GIPCL reserves the right to confirm / verify any data or information through their own sources. GIPCL also may contact directly the references given for the project executed and may also visit the site, manufacturing facilities & sub- vendors works etc., physically to ascertain capabilities of the applicant, if so desire at their own cost. Bidder may have to facilitate GIPCL for any such visit.
- v. The Bidder shall furnish documentary evidence by way of copies of Contract / Purchase Order, Completion Certificate or any other equivalent document, Audited Balance Sheet and Profit & Loss Account etc., along with the Bid to establish experience / track record and financial capabilities meeting Bid Evaluation Criteria.
- vi. The Bidder or its Proprietor / Partner(s) / Director(s) of the Firm should not have been convicted by a Court of Law for an offence involving moral turpitude in relation to business dealings during the past seven (7) years. A self-attested Declaration certificate on the Letterhead of the Company shall be submitted.
- vii. GIPCL shall also take into account past experience of PV Modules supplied by Bidder for GIPCL or other reputed Manufacturer while carrying out overall due diligence of the proposal and evaluating Bidder in totality to take final call on his selection. GIPCL decision regarding the same shall be final & binding to the bidder.
- viii. **Bidder should not have executed any Orders making inordinate delay beyond the scheduled completion period, solely attributable on bidder's part excluding any Force Majeure conditionalities, for the Order of similar in nature. Bidder shall submit undertaking for the same as part of Bid submission document.**
- ix. GIPCL also reserves right to reject or disqualify any bidder at any stage considering its overall performance in past Order (s) executed for GIPCL based on reasonable grounds/ reasons for such rejection/disqualification. GIPCL shall be under no obligation to inform the affected Applicants of the rejection and / or ground for rejection.
- x. Bids submitted with Conditionalities, without "No Deviation" Form as stipulated in GIPCL Tender will not qualify for Techno Commercial eligibility and acceptance and further evaluation.

The Bidder should meet all the above eligibility criteria as on the bid due date. The bids of only those bidders, who meet the Bidder's Eligibility Criteria, will be considered for further evaluation.

Notwithstanding anything stated above GIPCL reserves the right to verify all statements/ information submitted to confirm the Bidders claim on experience and to assess the Bidders capability and capacity to perform the contract should the circumstances warrant such an assessment in the overall interest of the project.

Further, notwithstanding the above, GIPCL reserves the right to accept or reject any BID and to annul the process of submission of BID and reject all or any BID, at any time without assigning any reason thereof. GIPCL shall not in any way be responsible or liable for any loss, damage or inconvenience caused to the bidders on account of the rejected bids. GIPCL shall be under no obligation to inform the respective bidder(s) of the rejection and / or ground for rejection.

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4.0. SUBMISSION OF BIDS

4.1. Technical Bid (Techno-commercial unpriced Bid)

Bidder to ensure that the bids are submitted Online (e-tendering) as well as in physical form within the scheduled time as specified in 2.0 Table A above. Technical bid in any one form i.e., Online or in physical submission, shall not be considered. In the event of any discrepancies in the physical document submitted, the documents submitted online will be considered as final and evaluated.

Technical Bid (Techno-commercial unpriced Bid) in Two (2) physical hard copies (1 Original+ 1 Copy) shall be sent in Sealed Envelopes containing copies of Technical bid (Techno-commercial unpriced bid).

4.2. Financial Bid

It is **mandatory** for all the Bidders to submit their Financial Bid **ONLINE only** via e-tendering portal. **Please note that Price Bid is not to be submitted in physical form.** Price Bids submitted in physical form shall not be considered for its opening and only on-line submitted price bid will be considered for evaluation.

Bidders to note that Price Bid of only those Bidders shall be opened (On-line- tendering) who are found technically qualified and are found reasonably responsive to GIPCL's Tender terms and conditions and Scope of Work. Bidder shall submit the price schedule Online as excel file as well as scanned copy as well as fill the evaluated bid value on financial bid ETS portal. In case of any discrepancy in evaluated bid price of excel file or scanned copy and on ETS portal, the lower value shall be considered.

4.3. In addition to bid submitted Online, all the relevant documents as per requirement of the Tender shall also be submitted physically along with the proof of Tender Fee and EMD in sealed cover so that the same is received in this office on or before the due date and time specified. All such documents should be strictly submitted by RPAD / speed post/ in person in sealed cover only. Otherwise, the offer submitted Online will not be considered and no further communication in this matter will be entertained.

4.4. Technical Bid (Techno-commercial unpriced Bid) envelope shall be superscribed as: Supply of Solar PV Modules for 500 MW(AC) (625 MWp) Solar PV Project at Great Rann of Kutch Area, Nr. Village Khavda, Gujarat. All the relevant documents of Tender in respective covers as mentioned in the Tender document shall be submitted by Registered Post A.D. or Speed Post or by Hand Delivery addressed to:

Shri A K Vaishnav,
General Manager (RE Projects),
Gujarat Industries Power Company Limited,
Pramukh Square Building, 1st Floor, Opp. Regenta Resort, Airport Ring Road,
Bhuj-370 001 Dist. Kutch, Gujarat.

superscribing the envelope with Tender No. and Description. **“NO COURIER SERVICE”** shall be considered for submission of Tender.

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Complete postal address of the Bidder shall appear on all the envelopes so that it is possible to find out whose Bid it is without opening the envelope.

5.0. Splitting of Quantity:

Bidder based on their manufacturing capacity, their commitment for supply of solar PV modules shall indicate the quantity that can be offered by them for this tender considering the supply schedule given in Clause 2.0 Table A.

The details of their plant capacity, commitment and quantity offered for this tender shall be submitted on the Letter head as per the format given in List of appendices Appendix – 25, Section-6, along with the Un priced techno-commercial bid.

The price quoted will be converted to per Wp for reverse auction purpose.

After the reverse auction, the bidders will be ranked as L1, L2 & L3 and so on.

The minimum bidding quantity will be 50 MWp.

Order shall be awarded based on the quantity indicated by the Bidders in their offer, first to the L1, next to L2 and so forth till the tendered quantity is allocated (for details refer Section – 5 SCC Bid Evaluation Criteria).

The mandatory spares of 0.5% of their supply order quantity shall be supplied by the respective Suppliers.

6.0. IMPORTANT NOTE TO BIDDERS

- (i) The Bidder shall be a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto. A copy of certificate of incorporation shall be furnished along with the bid in support of above.
- (ii) No Bid shall be accepted in any case after due date and time of receipt of the Tender, irrespective of delay due to postal services or any other reasons and GIPCL does not assume any responsibility for late receipt of the Bid.
- (iii) All interested parties are requested to understand this Tender in detail in order to comply with GIPCL's requirements including but not limited to the fees and deadlines, selection criteria, selection methodology, scope of work, and minimum technical standards. They shall strictly abide by All terms prescribed in this Tender and provide accurate information to the best of their knowledge without misleading the Owner to be considered for participation in this tender.
- (iv) Tender Fee and EMD shall be submitted in two separate envelopes.
- (v) Tender fee (non-refundable) will be accepted by DD drawn in favour of the Gujarat Industries Power Company Limited payable at Vadodara or Online payment as per Procedure given in Appendix-19. Bids submitted without Tender Fee shall not be

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accepted. The envelope for Tender Fee should be super scribed as “Tender Fee”.
Cheques are not acceptable.

- (vi) Bidder(s) have to submit EMD of as per Clause No. ii of Table B (Important Amounts) above. EMD shall be in the form of :
- (a) Bank Guarantee issued by Nationalized Banks or other Banks as per the List of Banks mentioned in Section-6, Appendix-13.
 - (b) Demand Draft in favour of “Gujarat Industries Power Company Limited” payable at Vadodara or through Online payment as per Procedure given in Section-6 Appendix-19.

The envelope for EMD should be super scribed as “EMD”. Cheques are not acceptable.

- (vii) Any technical/commercial query pertaining to this Tender should be referred to:

Shri A. K. Vaishnav
General Manager (RE Projects)
Gujarat Industries Power Company Limited
GIPCL Bhuj office: Pramukh Square Building,
1st Floor, Opp. Regenta Resort, Airport Ring Road, Bhuj-370 001
Dist. Kutch, Gujarat
Contact No: +91-9909035326
Email: akvaishnav@gipcl.com, repark@gipcl.com

- (viii) Bidders who wish to participate in this tender will have to procure or should have legally valid Digital Certificate (Class III) as per Information Technology Act-2000, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India who are licensed Certifying Authority by Government of India at address mentioned below.
- (ix) Bidder may go through the e-tendering instruction for online Bid participation through Electronic Tender System (ETS) platform for further details and guidance for participation in the tendering process through e-tendering.
- (x) In case of any further information regarding online bidding or if a Bidder needs any assistance in accessing/ submission of online bid/ clarification or if training is required for participating in online e-reverse bidding, then the Bidder can contact the following office for assistance or training as per the link given below:

<https://www.bharat-electronictender.com>

ETS Customer Support - Help Desk: +91-124-4229071, 4229072

E-Mail : support@isn-ets.com

- (xi) Bidder may visit <https://www.bharat-electronictender.com> for information regarding e- tendering registration process.

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NOTICE INVITING TENDER

- (xii) Bidders have to register on the ETS portal of <https://bharat-electronictender.com> for online submission of their bids and it is **mandatory** to submit the **Pass- Phrase for Techno-commercial and Financial bids** submitted on the ETS portal in two separate envelopes along with physical Technical bid (In EMD cover);
- (xiii) Tender Documents (PDF Format) can be downloaded from Web site <https://www.bharat-electronictender.com> or <http://www.gipcl.com>.
- (xiv) GIPCL reserve the rights to accept/reject any or all Bids without assigning any reasons thereof. Bidders are requested to be in touch with above-mentioned websites till opening of the Price Bid to know the latest status.
- (xv) **Important Note:**
- (a) Interested bidders have to download official copy of the RfS & other documents after login into the ETS Portal of <https://www.bharat-electronictender.com> If the official copy of the documents is not downloaded from ETS Portal of <https://www.bharat-electronictender.com> within the specified period of downloading of RfS and other documents, bidder will not be able to participate in the tender.
- (b) To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the Bidder should peruse the instructions given under 'ETS User-Guidance Center' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.
- (c) Interested Bidders shall submit their bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.)
- (d) GIPCL will not be responsible for any PC configuration/Java related issues, software/hardware related issues, telephone line glitches, breakdown / slow speed in internet connection of PC at Bidder's end or any other issues related to ETS Portal.

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INSTRUCTIONS TO BIDDERS



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INSTRUCTIONS TO BIDDERS

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<p style="text-align: center;">INSTRUCTIONS TO BIDDERS</p>		
<p>1.0. GENERAL INSTRUCTIONS</p> <p>1.1. The current document is the Tender Enquiry Document (TED) requesting a proposal for supply of solar PV Modules on a fixed price lumpsum basis. A Contractor would be selected through competitive bidding process for supply of the Solar PV Modules for 500 MW(AC) (625 MWp) Solar PV Project at 2375 MW RE Park Nr. Vill. Khavda, Great Rann of Kutch, Gujarat.</p> <p>1.2. The Owner expects Bidders to confirm compliance to terms, conditions and specifications as specified in this TED at the time of submission of Bids, failing which the Bids are liable to be rejected. Hence, the Bidders in their own interest are advised to submit their Bids complete in all respects conforming to all terms and conditions of this TED.</p> <p>1.3. Before submitting the Bid, the instructions may be read carefully regarding submission of Tender. If any bidder finds discrepancies or omissions in the Tender documents or is in doubt as to the true meaning of any part, he shall clarify same from the Tender issuing office in writing before the due date of submission of the queries.</p> <p>1.4. Bids shall be evaluated based on the information/documents available in the Bid. Hence, Bidders are advised to ensure that they submit appropriate and relevant supporting documentation along with their proposal in the first instance itself. Bids not complying with the requirements of this TED are liable to be rejected without any further opportunity.</p> <p>1.5. Bidders need to ensure that in the event the Contract is awarded to it, and during execution of the Contract, it shall not seek to alter any agreed contractual terms, conditions, and specifications.</p> <p>1.6. All Bids must be accompanied by a Tender fee and EMD of value as specified in the NIT in the form and manner as specified in the TED document and must be delivered along with Bids.</p> <p>1.7. The specification provided with this TED outlines the functional requirement. The Bidder must submit a Proposal based upon their own design, meeting the functional requirements.</p> <p>1.8. Bidders shall deploy the latest state-of-the-art technology and must ensure that the goods supplied are new, unused and of most recent or current models and incorporate all recent improvements in design and materials for the supply of solar PV Modules.</p> <p>1.9. This 'Instructions to Bidders', in original, issued along with TED document, shall be submitted by the Bidder along with Bid duly signed by the Bidder as the token of acceptance. Bid sent without having the prescribed TED document and without complying with the terms and conditions of TED shall be ignored.</p> <p>1.10. The Owner reserves the right, to accept or reject any Bid and to annul the bidding process and reject all Bids at any time prior to award of the Agreement, without assigning any reason thereof and without thereby incurring any liability to the affected Bidder(s).</p> <p>1.11. The Owner reserves the right to reject any Bid submitted with deviations beyond the one that is specified and mentioned in the TED and no time shall be given in any circumstance after opening of Financial Proposal for submission of documents which are missing with Bid.</p> <div style="text-align: right; border: 1px solid black; padding: 5px; width: fit-content; margin-left: auto;"> <p>ISSUE R0</p> </div>		

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SUPPLY OF SOLAR PV MODULES FOR 500 MW (AC) (625 MWp) SOLAR PV PROJECT AT GIPCL RE PARK, NR. VILL. KHAVDA, GREAT RANN OF KUTCH, GUJARAT

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INSTRUCTIONS TO BIDDERS



- 1.12. In case of change in ownership of the Project, all the Agreements and Contracts signed with the Owner will stand true and valid with the new Owner of the Project.
- 1.13. Tender Issuing Authority reserves the right to cancel the NIT or to change qualifying requirement or to reject any or all the tenders so received without assigning any reason.
- 1.14. Canvassing in connection with Tender is strictly prohibited and the Bids submitted by the Bidders who resort to canvassing will be liable for rejection straight way.
- 1.15. All rates shall be quoted on the proper form i.e., price bid supplied as part of the Tender documents on e-tender portal by the Department.
- 1.16. The Gujarat Industries Power Company Limited (GIPCL) does not bind itself to accept the lowest Bid and reserves to itself the right to accept the whole or any part of the Tender and the Bidder shall be bound to perform the same at the rate quoted in this Tender.
- 1.17. It shall be deemed that by submitting a Bid, the Bidder has:
- made a complete and careful examination of the TED.
 - received all relevant information requested from the Owner.
 - Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the TED or furnished by or on behalf of the Company relating to any of the matters referred to in NIT.
 - satisfied itself about all matters, things and information including matters referred to in the Bid Info at a glance, necessary and required for submitting an informed Bid, supply of solar PV Modules in accordance with the TED and performance of all of its obligations there under.
 - acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the TED or ignorance of any of the matters referred to in the TED herein shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Company, or a ground for termination of the Contract Agreement; and
 - Agreed to be bound by the undertakings provided by it under and in terms hereof.
- 1.18. The Company shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the TED or the Bidding Process, including any error or mistake therein or in any information or data given by the Company.

2.0. CLARIFICATIONS TO TENDER DOCUMENT

A Bidder requiring any clarification of the Tender documents may notify GIPCL in writing or by facsimile or by e-mail to GIPCL's contact as mentioned below:

Shri A. K. Vaishnav

General Manager (RE Projects)

Gujarat Industries Power Company Limited

GIPCL Bhuj office: Pramukh Square Building,

1st Floor, Opp. Regenta Resort, Airport Ring Road, Bhuj-370 001

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INSTRUCTIONS TO BIDDERS



Dist. Kutch, Gujarat
Contact No: +91-9909035326
Email: akvaishnav@gipcl.com, reparck@gipcl.com

3.0. AMENDMENTS TO TENDER DOCUMENT

- 3.1. GIPCL may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Documents.
- 3.2. The amendments will be notified on website as mentioned in Notice Inviting e-Tender of this Tender.
- 3.3. In order to allow the prospective Bidder(s), reasonable time in which to take the amendment into account in preparing their Bids, GIPCL at its discretion, may extend the deadline for the submission of Bids.
- 3.4. Bidders are advised to seek technical & commercial clarifications prior to Bid submission stage. GIPCL will issue necessary replies / amendments, if necessary. Bidders are requested not to take any technical and commercial deviations. Bidders shall also submit No Deviation Declaration in their Bids. Any Bid which contains deviations shall be liable for rejection.

4.0. ACCEPTANCE OF BIDS

- 4.1. GIPCL neither bind itself neither to accept the lowest nor to assign any reason for the rejection of any Bid. It is also not binding on GIPCL to disclose any analysis report.

5.0. WITHDRAWAL OF INVITATION TO BID

- 5.1. While GIPCL has floated this Tender and has requested Bidders to submit their proposals, GIPCL shall always be at the liberty to withdraw this invitation to bid at any time before the acceptance of bid offer.

6.0. REPRESENTATIVE/ AGENT OF BIDDER

- 6.1. All the Bidders are requested to mention the name of their authorized representative/ agent, if any, with full address in the Bid. In case the representative is changed during the bidding process such changes shall be notified by the Bidder, failing which, GIPCL shall not accept any responsibility.

7.0. FINANCIAL PROPOSAL AND CURRENCIES

- 7.1. The Bidders shall quote the prices inclusive of all the taxes, while also providing the breakup of taxes in the e- tender for online submission. The Bidder shall indicate the price in Financial Proposal in Indian National Rupee only.

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INSTRUCTIONS TO BIDDERS



8.0. BANK GUARANTEES & EMD

- 8.1. EMD shall be in the form of Bank Guarantee/Demand Draft/Online Payment as per procedure given in Section-6, Appendix-19.
- 8.2. The validity of EMD shall be as mentioned in NIT.
- 8.3. The EMD shall specifically bind the Bidder to keep its Bid valid for acceptance and to abide by all the conditions of the Tender Documents in the event of GIPCL desiring to award the work to the said Bidder. GIPCL shall have an unqualified discretion to forfeit the EMD in the event: (i) Bidder fails to keep the Bid valid up to the date specified/ required; or (ii) refuses to unconditionally accept Letter of Intent and carry out the work in accordance with the Bid in the event such Bidder is chosen as the Successful Bidder.
- 8.4. The Owner shall, however, arrange to release the EMD in respect of unsuccessful Bidders, without any interest, after the acceptance of Lol along with the submission of Security Deposit by successful Bidder.
- The EMD shall be released to bidders in the following manner. The EMD of the Successful Bidder shall be returned after submission of the Performance Bank Guarantee.
 - EMD of the unsuccessful bidders shall be released after releasing the EMD of the Successful Bidder.
- 8.5. The EMD shall be forfeited and appropriated by GIPCL as per the discretion of GIPCL as genuine, pre-estimated compensation and damages payable to GIPCL for, inter alia, time, cost and effort of GIPCL without prejudice to any other right or remedy that may be available to GIPCL hereunder or otherwise, under the following conditions:
- a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, or restrictive practice.
 - b) In the case of Successful Bidder :

Failing to submit unconditional acceptance of issued Lol within 01 week and furnish Security Deposit cum Performance Bank Guarantee within 30 days from the date of issue of Lol.

9.0. SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE (SD/PBG)

- 9.1. The Successful Bidder shall furnish the following Bank Guarantees:
- i) Security Deposit cum Performance Bank Guarantee (SD/PBG) as per the format given in Appendix 14(B): Format of Bank Guarantee for Security Deposit/ Performance Bank Guarantee, shall be furnished in favour of Gujarat Industries Power Company Limited (GIPCL). The Successful Bidder shall submit Security Deposit cum Performance Bank Guarantee of 10% of total Contract Price, within 30 days after issuance of Lol as per

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INSTRUCTIONS TO BIDDERS



the format given in Appendix 14(B) However, in case Bidder fails to submit PBG within 30 days after issue of date of Lol, GIPCL reserves the right to cancel Lol and to recover all cost and liability thereof from Bidder.

ii) **INSURANCE OR BANK GUARANTEE AGAINST PV MODULE WARRANTY**

A. **Bank Guarantee against PV Modules Warranty:** The Successful Bidder who is not able to provide insurance for PV Modules as mentioned below (B) shall provide security in the form of Bank Guarantee for an amount Rs. 25 Lakhs (rupees twenty-five lakhs) per MWp from the date of commissioning of Solar PV Project valid for 25 Years. However, the Bidder can submit BG valid for 5 years and further extend it for another 5 years till 25 years of the PV Module warranty period. The BG shall be submitted on completion of supply and before expiry of 10% Contract PBG/SD under the subject package.

OR

B. **Insurance:** The PV module power output warranty as per the technical specification shall be insured and backed up through an insurance policy of 6% of the total order value of the supplies by a reputed insurance company which will cover against the PV module power output warranty in case of insolvency or bankruptcy of the PV module manufacturer.

The module should be insured in compliance with the following clauses

1. To be insured from one of the Companies:

- (a) Munich RE
- (b) Ariel RE
- (c) Power Guard
- (d) Swiss RE

Through their Indian authorized companies.

2. In case of insolvency of the Contractor, the Owner under the terms of the insurance policy against Module Performance and Warranty shall be entitled to raise a claim against the Module Warranty Insurance Policy and in order to benefit from the coverage provided by the aforementioned policy. The Contractor shall be responsible for maintaining the coverage provided under the Module Warranty Insurance Policy at all times, at its cost and expense.

3. Further, the Contractor to note that Owner requires the following to be complied while covering the Warranty/Guarantee/Performance of the supplied goods under the insurance:

- a) Single Insurance Policy for Product Warranty/Guarantee and performance before dispatch of the first lot of PV Modules.

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INSTRUCTIONS TO BIDDERS



- b) The Insurance Policy shall be kept valid for the period for which output peak watt capacity is warranted (as a minimum), from the date of receipt of last batch/lot of equipment at site.
- c) The premium charges, recurring charges, any other expenditure under the Insurance Policy shall be covered by the Contractor.
- d) The insurer must continue to compensate end users for warranty claims for the product quality and/or performance even if Contractor ceases to exist as an independent operating company.
- e) The insurance shall be non-cancellable by the insurer and shall provide third party bankruptcy rights.
- f) Coverage under the insurance policy shall be immediate, without any waiting period.

iii) Bidder to carefully examine the PBG Format enclosed with the tender document and obtain necessary clearance from their Bank for issue of PBG as per the prescribed Format. **No change request post issue of Lol in format of PBG or change of issuing Bank other than as per list included in tender will be accepted.**

10.0. PROJECT MANAGEMENT CONSULTANT AND THIRD-PARTY INSPECTION AGENCY

10.1. A Project Management Consultancy (PMC) or Third Party Inspection agency (TPI) may be appointed by GIPCL, at its sole discretion, to conduct any kind of inspection regarding procurement, fabrication, Manufacturing and assembling, quality, during the span of the Supplies. The Contractor shall provide necessary access and coordination to conduct such inspections. The Contractor shall provide all necessary access and cooperation for inspection by inspection agency.

11.0. RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

11.1. Notwithstanding anything contained in this Tender, the Owner reserves the right to accept or reject any Bid and to annul the bidding process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

11.2. The Owner reserves the right to reject any Bid and appropriate the EMD if:

- a) after reviewing the Bid there is doubt that the offered PV Modules are not state of the art and/ or not suitable for the site operating conditions;
- b) at any time, a material misrepresentation is made or uncovered, or
- c) the Bidder does not provide, within the time specified by the Company, the supplemental information sought by Company for evaluation of the Bid.

11.3. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Bids have been opened and the Successful Bidder gets disqualified / rejected, then the Owner reserves the right to:

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INSTRUCTIONS TO BIDDERS



a) select the next Bidder with the Lowest Evaluated Price as the Successful Bidder;

<or>

b) Take any such measure as may be deemed fit in the sole discretion of the Owner, including annulment of the bidding process.

11.4. In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith, if not yet appointed as the Contractor either by issue of the Lol or entering into of the Contract Agreement, and if the Successful Bidder has already been issued the Lol or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender, be liable to be terminated, by a communication in writing by the Owner to the Contractor, without the Owner being liable in any manner whatsoever to the Bidder or Contractor, as the case may be. In such an event, the Owner shall forfeit and appropriate the bank guarantees without prejudice to any other right or remedy that may be available to the Owner.

11.5. The Owner reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Tender Documents. Failure of the Owner to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Owner there under.

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SUBMISSION OF BID







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SUBMISSION OF BID**

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<p>1.0. GENERAL TERMS</p> <p>1.1. Notwithstanding anything to the contrary contained in this TED, the detailed terms specified in the draft Contract Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.</p> <p>1.2. The Bid should be furnished in the formats mentioned in the TED document which shall be duly signed by the Bidder’s authorized signatory, provided that the Financial Proposal will be submitted in separate envelop.</p> <p>1.3. The Bidder shall submit a power of attorney as per the format at “Appendix 9: Format of Power of Attorney as Authorized Signatory” authorizing the signatory of the Bidder to commit to the Bid or as per their Company’s format.</p> <p>1.4. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid. The complete Bid shall be without alterations, interlineations or erasures, except those to accord with instructions issued by the Owner, or as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signing the Bid.</p> <p>1.5. The TED documents and all attached documents are and shall remain the property of the Company and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Company will not return any Bid or any information provided along therewith.</p> <p>1.6. Bidder shall note that the Price Bid of only those Bidders shall be opened who are found technically qualified and responsive to GIPCL’s Tender terms and conditions including but not limited to Scope of Works.</p> <p>2.0. FORMAT AND SIGNING OF BID</p> <p>2.1. The Bidder shall provide all the information sought under this RFP. The Owner will evaluate only those Bids that are received in the required formats and complete in all respects.</p> <p>2.2. The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.</p> <p>3.0. SEALING AND MARKING OF BID</p> <p>3.1. The Bid of the Bidder shall be contained in one (1) single “Main” Envelope.</p> <p>3.2. The Main Envelope shall contain three 3) Envelopes as follows:</p> <div style="text-align: right; border: 1px solid black; padding: 5px; width: fit-content; margin-left: auto;"> <p>ISSUE R0</p> </div>		

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<p>1. “Original” Envelope;</p> <p>2. “Pendrive” Envelope.</p> <p>3. “Copy” Envelope (shall contain physical copies of all the documents submitted in original Envelope)</p> <p>3.3. The “Original,” Envelopes shall contain the following Envelopes:</p> <ul style="list-style-type: none"> a) Cover-I: Signed Copy of the Tender Document(s) b) Cover-II: Enclosures of the Bid c) Cover-III: Proof of EMD; and Tender Fee along with Pass- Phrase for Techno-commercial and Financial bids (Two separate envelope with superscripting the name of both Pass Phrases). d) Cover-IV: Financial Proposal unpriced duly signed and stamped <p>3.4. The “Pendrive” Envelope shall contain one (1) no. of Pendrive containing the following folders with the same information submitted in the Original Envelope:</p> <ul style="list-style-type: none"> a) Cover-I: Signed Copy of the Tender Document(s) b) Cover-II: Enclosures of the Bid c) Cover-III: Proof of EMD; and Tender Fee along with Pass- Phrase for Techno-commercial and Financial bids (Two separate envelope with superscripting the name of both Pass Phrases). d) Cover-IV: Financial Proposal unpriced and duly signed and stamped <p>3.5. All original attested Tender Documents, Bid Enclosures, EMD and Tender Fee, and Financial Proposal (unpriced) shall be contained in the “Original” Envelope.</p> <p>3.6. All soft/ scanned copies of the original attested Tender Documents, Bid Enclosures, EMD and Tender Fee shall be contained in the Pendrive in an appropriately organized manner as in the physical copies, and enclosed in the “Pendrive” Envelope.</p> <p>3.7. IMPORTANT: THE COPY OF THE FINANCIAL BID SHALL NOT BE INCLUDED IN THE PENDRIVE.</p> <p>3.8. Envelopes shall be clearly marked as “Original,” “Copy” and “Pendrive”.</p> <p>3.9. The content of documents uploaded on e-Procurement portal and hard copies submitted should be same and in case of any discrepancy all documents uploaded on e-Procurement portal shall stay valid.</p> <p>4.0. ENCLOSURES OF THE BID</p> <p>4.1. Cover-I shall be duly marked as “Signed copy of the Tender Document(s)” and each page of the document shall be duly signed and sealed. Tender Document including its annexure, appendices, attachments, amendments and any other documents as added or modified by GIPCL as per the provisions in this Tender.</p>		
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<p>4.2. The documents accompanying the Bid other than the attested Tender Document(s), and Proof of Tender Fee and EMD shall be placed in Cover-II and marked as “Enclosures of the Bid”. These documents shall include:</p> <ol style="list-style-type: none"> a) The Covering Letter as per the format prescribed in Appendix 1: Format for Covering Letter. b) Details of the Bidder as per format prescribed in Appendix 2: Details of Bidder. c) Attested copy of GST Registration Certificate of Bidder. d) Attested copy of PAN Card for Bidder. e) Attested Certificate of Commencement of Business issued by the Registrar of Companies for the Bidder. f) Details of similar Technical Experience as per format prescribed in Appendix 3 g) Project execution plan as mentioned in Appendix 4 h) Declaration of Compliance as per format prescribed in Appendix 5 i) Self-certification and Declaration as per format prescribed in Appendix 6 j) No Deviation Certificate as per format prescribed in Appendix 7 k) Declaration of Bidder’s relation to Directors of the Company as per format prescribed in Appendix 8. l) Format of Power of Attorney as Authorized Signatory as per format prescribed in Appendix 9 m) Format of Summary of audited financial statements as per format prescribed in Appendix 10. n) Authorization of use of financial capability by Parent Company as per format prescribed in Appendix 11: (If applicable) o) Format for Undertaking as per format prescribed in Appendix 16 p) Format of declaration of eligibility as per format prescribed in Appendix 17 q) Format for Confidentiality undertaking as per format prescribed in Appendix 18 r) Scope of Insurance complying to Appendix-22 – Insurance requirements s) Format for Qualifying Requirement Data as per Appendix-23 t) Form of Declaration of Non-conviction by Court of Law as per Appendix-24 u) Declaration of the Plant Capacity, commitment to other clients and quantity offered, with breakup of the module rating offered for supply against this Tender– Appendix – 25 v) Form of undertaking by the Holding company or Subsidiary company of the PV Module manufacturer along with the bidder- Appendix-27 w) Filled & Signed copy as per tender Clause No. 6.0, Section-8. x) Submission of Format for Vendor Registration – Annexure A2 <p>4.3. Cover–III shall be duly marked as “copy of Proof of EMD and Tender Fee” and shall contain the copy of proof of Tender Fee and EMD along with Pass- Phrase for Techno-commercial and Financial bids (Two separate envelope with superscripting the name of both Pass Phrases)</p> <p>4.4. Cover-IV shall be duly marked as “Financial Proposal unpriced duly signed and stamped” and shall contain the Financial Proposal (unpriced duly signed and stamped) as per the format prescribed in Section-6 Appendix 12: Format of Financial Proposal.</p> <p>4.5. All Bid documents shall be placed in hard binding and the pages shall be numbered serially. Each page thereof shall be initialled in blue ink by the authorized signatory.</p> <p>4.6. All envelopes in the Bid Documents shall be sealed. The outer envelope shall clearly bear the following identification:</p> <div style="text-align: right; border: 1px solid black; padding: 5px; width: fit-content; margin-left: auto;"> <p>ISSUE R0</p> </div>		

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Outer Envelope

“**Tender Bid Document**’ for manufacturing, testing, supply, packing & forwarding, transportation and insurance for supply of Solar PV Modules for 500 MW (AC) Solar PV Project at Great Rann of Kutch Area, Gujarat.

Cover-I shall bear the following identification:

“**Cover-I: Signed RFP Document** for manufacturing, testing, supply, packing & forwarding, transportation and insurance for supply of Solar PV Modules for 500 MW(AC) Solar PV Project at Great Rann of Kutch Area, Gujarat.

Cover -II shall bear the following identification:

“**Cover-II: Enclosures of the Bid** for manufacturing, testing, supply, packing & forwarding, transportation and insurance for supply of Solar PV Modules for 500 MW(AC) Solar PV Project at Great Rann of Kutch Area, Gujarat.

Cover -III shall bear the following identification:

“**Cover-III: EMD and Tender fees** of the Bid for manufacturing, testing, supply, packing & forwarding, transportation and insurance for supply of Solar PV Modules for 500 MW(AC) Solar PV Project at Great Rann of Kutch Area, Gujarat..

Cover -IV shall bear the following identification:

“**Cover-IV: Financial Proposal** (unpriced but duly signed and stamped) for manufacturing, testing, supply, packing & forwarding, transportation and insurance for supply of Solar PV Modules for 500 MW(AC) Solar PV Project at Great Rann of Kutch Area, Gujarat.

4.7. Each of the envelopes shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of each envelope.

4.8. Each of the envelopes shall be addressed to:

ATTN:

Shri A. K. Vaishnav

General Manager (RE Projects)

Gujarat Industries Power Company Limited

GIPCL Bhuj office: Pramukh Square Building,



1st Floor, Opp. Regenta Resort, Airport Ring Road, Bhuj-370 001



Dist. Kutch, Gujarat

Contact No: +91-9909035326

Email: akvaishnav@gipcl.com; repark@gipcl.com

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<p>4.9. If the envelopes are not sealed and marked as instructed above, the Company assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.</p> <p>4.10. Bids submitted by fax, courier or e-mail shall not be entertained and shall be rejected.</p> <p>5.0. BID DUE DATE</p> <p>5.1. Bids should be submitted before the Deadline for Submission of Bid as specified in NIT.</p> <p>5.2. GIPCL may, in its sole discretion, extend the Bid due date by issuing an Amendment/ Addendum for all Bidders.</p> <p>6.0. LATE BIDS</p> <p>6.1. Bids received by the Owner after the specified time on the bid due date shall not be eligible for consideration and shall be summarily rejected. In case of the unscheduled holiday being declared on the prescribed closing/opening day of the Bid, the next working day shall be treated as the scheduled prescribed day of closing/opening of the Bid.</p> <p>7.0. CONFIDENTIALITY</p> <p>7.1. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Company in relation to or matters arising out of or concerning the bidding process. The Company will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Company may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Company.</p> <p>8.0. CORRESPONDENCE WITH THE BIDDER</p> <p>8.1. The Owner shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.</p> <p>9.0. BID OPENING AND EVALUATION</p> <p>9.1. The Owner shall open, examine and evaluate the Bids in accordance with the provisions set out in this TED.</p> <p>9.2. To facilitate evaluation of Bids, the Owner may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.</p> <p>9.3. After the receipt of Bids, the Owner may at its discretion send a team of engineers if necessary to inspect the Manufacturing facilities, to ensure suitability and satisfactory working conditions at the Bidder's works/yards(s) and equipment listed to be used by the</p>		
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Bidder for the work. The Bidder shall ensure that the aforesaid team shall at all the times have access to visit and inspect works, equipment. Manufacturing Facilities etc.

10.0. TESTS OF RESPONSIVENESS

10.1. Prior to evaluation of Bids, the Owner shall determine whether each Bid is responsive to the requirements of the RFP/TED. A Bid shall be considered responsive only if:

- i) it is received in the manner prescribed in this TED/ RFP.
- ii) it is accompanied by the requisite Tender Fee and EMD.
- iii) it is received with all the Enclosures of the Bid as prescribed in this TED/ RFP.
- iv) its Enclosures are received as per the formats specified in Appendices as well as the Tender.
- v) it contains all the information (complete in all respects) as requested in this Tender (in the same formats as specified).
- vi) it complies will all the terms, conditions and provisions specified in this Tender; and
- vii) it does not contain any conditions or deviations.

10.2. The Owner reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Owner in respect of such Bid.

11.0. MODIFICATION AND WITHDRAWAL OF BIDS

11.1. In case any clarifications are sought by the Owner after opening of Bids then the replies of the Bidder should be restricted to the clarifications sought. Any Bidder who modifies its Bid (including a modification which has the effect of altering the value of its Financial Proposal) after opening of Bid without specific reference by the Company, shall render the Bid liable to be rejected without notice and without further reference to the Bidder and its EMD shall be forfeited.

11.2. No Bid may be withdrawn in the interval between the bid due date and the expiration of the validity period of the Bid. Withdrawal or unsolicited modification of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security.



12.0. EVALUATION OF BID AND SELECTION OF BIDDER

12.1. Bidder shall refer the details given in Section-6 Appendix-20 for Evaluation of Bid and Selection of Bidder.

13.0. CONTACTS DURING BID EVALUATION

13.1. Bids shall be deemed to be under consideration immediately after they are opened and until such time the Owner makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Owner and/ or their employees/ representatives on matters related to the Bids under consideration.

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14.0. EMPLOYMENT OF OFFICIALS/ EX-OFFICIAL OF THE OWNER

14.1. Bidders are advised not to employ serving the Owner. It is also advised not to employ ex-personnel of the Owner within the initial two years period after their retirement/ resignation/severance from the service without specific permission of the Owner. The Owner may decide not to deal with such firm(s) who fails to comply with the above advice.

15.0. DECLARATION ON BIDDER'S RELATION TO DIRECTORS

15.1. The Bidders are required to certify in prescribed format Section-6 Appendix-8: Declaration on Bidder's Relation to Directors, whether he/they is/are related to any of the Directors/Senior Personnel of the Company in any of the ways mentioned in the Certificate. It is clarified that any such affirmative certificate shall not, by itself, prejudice consideration of the Bid. This certificate must accompany the Bid.

16.0. LETTER OF INTENT (“Lol”)

16.1. After selection of the Successful Bidder, a Letter of Intent (the “Lol”) shall be issued, in duplicate, to the Successful Bidder. The Successful Bidder shall not be entitled to seek any deviation from the Contract, as may have been amended by GIPCL prior to the bid submission date.

16.2. On issue of the Lol by the Company, Authorised representative of the Successful Bidder shall sign the Contract Agreement within 30 (thirty) days and submit the Bank Guarantee within the stipulated time.

16.3. The successful bidder shall submit the final Dimensions (with mounting holes) and Technical data sheet (including all technical parameters) for all the offered Solar PV modules within 7 days from the date of issue of Lol.



17.0. PERFORMANCE BANK GUARANTEE

17.1. Security Deposit cum Performance Bank Guarantee (SD/PBG) as per the format given in Section-6 Appendix-14(B): Format of Bank Guarantee for Security Deposit / Performance Bank Guarantee shall be furnished in favour of Gujarat Industries Power Company Limited. The Successful Bidder shall submit Security Deposit cum Performance Bank Guarantee of 10% of the total Contract Price, within 30 days after issue of date of Lol. The validity period of PBG should be up to 120 days from the last lot of PV Modules received at site. No interest is payable on PBG amount.

17.2. The bank guarantee by the Contractor will be given from bank specified in Appendix 13: List of Banks (for Bank Guarantee) only. BG of any other Bank will not be treated as valid BG.

17.3. The PBG shall be liable to be encashed wholly or partly at the sole discretion of the Owner, should the Contractor either fail to deliver Solar PV Modules (full capacity) within the stipulated period or fail to fulfil the contractual obligations or fail to settle in full his dues to the Owner. In case of premature termination of the contract, the PBG will be encashed and the Owner will be at liberty to recover the loss suffered by it from the Contractor.

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17.4. The Owner is empowered to recover from the PBG through invocation of PBG for any sum due and for any other sum that may be fixed by the Owner as being the amount or loss or losses or damages suffered by it due to delay in Performance and/or non- performance and / or partial performance of any of the conditions of the contract and / or non-performance of guaranteed obligations.

18.0. FRAUDULENT PRACTICES

18.1. The Bidders may please note that the Owner shall not entertain any correspondence or queries on the status of the Bids received against this RFP. Bidders are advised not to depute any of their personnel or agents to visit the Owner’s office for making such inquiries.

18.2. Any effort by a Bidder to influence the Owner on the Bid evaluation, bid comparison or Contract award decision may result in the rejection of the Bidder's bid.

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GENERAL CONDITIONS OF CONTRACT (GCC)



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GENERAL CONDITIONS OF CONTRACT (GCC)

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DEFINITIONS OF THE TERMS AND CONDITIONS OF CONTRACT



1.1 Definitions



- 1.1.1 In the Contract (as defined below), unless the context requires otherwise the words and expressions defined below shall have the meaning hereinafter assigned to them.
- 1.1.2 “Affiliate” shall mean an entity controlling, controlled by, or under the common control with, a Party directly or indirectly through ownership of voting securities or by Contract or otherwise.
- 1.1.3 “Annexure” means all appendices, annexures and schedules annexed to this Contract or incorporated by reference herein and shall include all amendments and revisions thereto made by mutual agreement of Owner and Contractor in accordance with the provisions contained in this behalf in this Contract.
- 1.1.4 "Applicable Laws" means all laws, treaties, ordinances, rules, regulations applicable in India and amendments, re-enactments, revisions, applications, and adaptations thereto made from time to time and in force and effect, judgements, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, regulations, orders and interpretations of any Governmental Instrumentality, court or statutory or other body having jurisdiction over supply of Goods, including Applicable Permits, as may be in effect at the time of performance of work or supply of Goods hereunder by the Contractor, which time would include Latent Defects Period as appropriate, provided, however, that if at any time the Applicable Laws are less stringent than the standards set forth in the Contract hereto, the standard set forth in the contract hereto shall be deemed to be the standards under Applicable Laws.
- 1.1.5 "Applicable Permits & Clearances" means any and all Permits, Clearances, authorizations, consents, licenses (including without limitation any import or export licenses), lease, ruling, exemption, filing, agreements, or approvals, required to be obtained for supply of Goods respectively by the Contractor and the Owner in accordance with the Contract and their maintenance, as may be in effect at the time of Contractor's supply of Goods hereunder; which time would include Latent Defects Period as appropriate.
- 1.1.6 “Approval” shall mean the written approval of the Owner and of the statutory authorities, wherever such authorities are specified by any codes or otherwise.

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<p>1.1.7 “Bid” means the offer of the Contractor to the Owner in response to the Tender Enquiry.</p> <p>1.1.8 “Bidder” means the Bidding Company.</p> <p>1.1.9 “Bidding Company” means single corporate entity bidding for this Contract.</p> <p>1.1.10 “Bid Security/Earnest Money Deposit (EMD)” means the security provided by the Bidder to the Owner along with the Bid.</p> <p>1.1.11 “BIS” means The Bureau of Indian Standards, the National Standards Body of India, resolves to be the leader in all matters concerning Standardization, Certification and Quality.</p> <p>1.1.12 “Business Day” means a day other than a Sunday or public holiday on which banks are open for domestic business in Vadodara.</p> <p>1.1.13 “BOM” Bill of Materials.</p> <p>1.1.14 "Cause" in relation to the revocation or amendment of any Permit means any fact or circumstance, including without limitation any default, neglect or failure to abide by any of the terms and conditions of such Permit.</p> <p>1.1.15 "Change in Law" means the occurrence of any of the following after the Effective Date of this Agreement.</p> <ul style="list-style-type: none"> a) The enactment of any or issuance of any new Indian law that becomes Applicable Law; b) The amendment or repeal, or re-enactment of any existing Applicable law; c) A change in the interpretation or application or enforcement of any Applicable Law by Government instrumentality d) The revocation or cancellation of any Applicable Permit unless due to a cause attributable to the Contractor. <p>1.1.16 “Contract” means the documents as set out in the form of Contract Agreement as may be amended, supplemented, or modified from time to time by agreement in Writing between the Parties.</p> <p>1.1.17 “Contract Period” means the period from the Effective date (Zero Date) up to completion of supplies as per the time schedule indicated in the Tender.</p> <p>1.1.18 Not Used.</p>		
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<p>1.1.19 “Contract” means the documents as set out in the form of Contract Agreement as may be amended, supplemented or modified from time to time by agreement in Writing between the Parties.</p> <p>1.1.20 “Contract Period” means the period from the Effective date (Zero date) up to till the Completion of Supplies.</p> <p>1.1.21 “Contract Price” means the lump sum fixed price as stated in the Contract and as payable by the Owner to the Contractor in consideration of it performing supply of Goods including all obligations of the Contractor under and in accordance with the provisions of the Contract.</p> <p>1.1.22 “Contractor Permits” means all Permits, required by the Contractor from any Government Instrumentality for the performance of his obligations.</p> <p>1.1.23 “Contractor” or “Supplier” shall mean the Bidder whose Bid has been accepted by the Owner for award of the Contract and shall include such successful Bidder’s legal representatives, successors and permitted assigns.</p> <p>1.1.24 “Contractor’s Representative” means the person named as such in the Contract or other person appointed and from time to time communicated to the Owner by the Contractor in his place in accordance with the terms of the Contract.</p> <p>1.1.25 “Contract Schedule” means the schedule set forth in the agreement.</p> <p>1.1.26 “Cost” means all expenditure properly incurred (or to be incurred) by the Contractor, including overhead and similar charges, for the full complete and proper supply of Goods, including discharge of all of the Contractor’s obligations under and in accordance with the Contract which are duly audited and supported but does not include profit.</p> <p>1.1.27 “Consultant” shall mean Tata Consulting Engineers Limited appointed by the Owner for the Project and shall include their duly authorised representatives.</p> <p>1.1.28 “Day” means a calendar Day of 24 (twenty-four) hours.</p> <p>1.1.29 “Documents” means and includes all design documents, engineering, documents, Drawings, calculations, PAN files, Module related SOP’s, installation manuals, Operation and Maintenance Manuals, and other manuals and all other data and information to be submitted by the Contractor and shall include without limitation, engineering, design, data sheets, delivery schedule.</p> <p>1.1.30 “Drawings” shall mean all:</p> <ul style="list-style-type: none"> a) Drawings furnished by the Owner or the Consultant. b) Supplementary drawings furnished by the Owner or the Consultant to clarify and to define in greater detail the intent of the Contract. 		
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<p>c) Drawings submitted by the Contractor with his proposal provided such drawings are acceptable to the owner or the Consultant.</p> <p>d) Engineering data and drawings submitted by the Contractor during the progress of the supply of Goods, provided such engineering data and drawings are acceptable to the Consultant or the owner.</p> <p>1.1.31 "Effective Date" or "Effective Date of Contract" or "Zero Date" means the date on which the Contract comes into force and effect, i.e. From the date of issue by the Owner of the Letter of Intent to the Contractor.</p> <p>1.1.32 "Financing Document" means any document relating to the: Debt or equity financing to the Owner for provision of funds for the development, design, construction and or operation of the Plant; or Funds for refinancing part or whole or take-out of any such financing.</p> <p>1.1.33 "Financial Closing Date" means the date on which Owner has access to funds pursuant to Financing Documents.</p> <p>1.1.34 "Financing Party" means any Person or Persons providing:</p> <p>a) Debt or equity financing to the Owner (including Owner's sister concerns) to provide funds for the development, design, construction and / or operation of the Project;</p> <p>b) Interim or long-term financing for the construction of the Plant.</p> <p>1.1.35 "Force Majeure Event" shall have the meaning set forth in clause no. 15.0 of these Conditions of the Contract.</p> <p>1.1.36 "General Conditions of Contract" means these 'Terms and General Conditions of Contract' as mutually amended in accordance with the provisions contained in this behalf herein as applicable to scope of supply of Goods.</p> <p>1.1.37 "Goods" means the Solar PV Modules, apparatus, appliances, components and/or other Materials and things, which the Contractor is required to supply to the Owner under the Contract.</p> <p>1.1.38 "Good Engineering Practices" means those practices, methods, acts, techniques and standards as may be followed or employed in the safe and reliable supply of Goods and discharge of its obligations by the Contractor and which (i) are generally accepted internationally for use in the electric utility industry, taking into account conditions in India, in connection with Solar power stations of the same or similar size and type as the Plant, (ii) are commonly used in prudent electric utility engineering, Procurement, project management and Supply chain operations, and (iii) would be expected to</p>		
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result in performance of supply of Goods, in a manner consistent with Applicable Laws, Applicable permits, reliability and safety.



- 1.1.39 “Government Instrumentality” means the Government of India, the Government of concerned State, or any political subdivision, ministry, department, agency, corporation, commission or any regional, local or municipal authority or governmental body thereof or any other governmental or statutory body under the direct or indirect control of the Government of India or Government of concerned State, or of any political subdivision, ministry, department, agency, corporation, commission, or any regional, local or municipal authority or governmental body thereof, and shall include without limitation any other governmental or statutory body having jurisdiction over the facility or over the supply of Goods or any obligation of the Contractor or the Owner under the Contract.
- 1.1.40 “Hazardous Materials” means (i) hazardous materials, hazardous wastes, hazardous substances, toxic substances or contaminants as those terms are defined under any environmental law or regulation, including, but not limited to, Applicable Laws, and in the regulations adopted or promulgated pursuant thereto; (ii) petroleum and petroleum products including crude oil and any fractions thereof; (iii) any other hazardous, radioactive, toxic or noxious substance, material, pollutant, or solid, liquid or gaseous waste; and (iv) any substance that, whether by its nature or its use, is subject to regulation under any environmental law or with respect to which any applicable environmental law or any Governmental Instrumentality requires environmental investigation, monitoring or remediation.
- 1.1.41 “Inspector” shall mean the authorised representatives appointed by the Consultant or Owner for purpose of the inspection of materials / Solar PV Modules.
- 1.1.42 “Intellectual Property” means copyrights conferred under statute, common law or equity in relation to inventions (including patents) registered and unregistered trademarks and service marks registered and unregistered designs, circuit layouts, confidential information, proprietary information and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.”
- 1.1.43 “Interim Payment Certificate” means any payment certificate other than Final Payment Certificate, issued by the Owner or Owner’s Representative pursuant to clause no. 10.0 hereof.
- 1.1.44 “Latent Defect” shall be the defects inherently lying within the goods which do not manifest during normal inspections carried out by the Owner in accordance with O&M manual during the Warranty Period.
- 1.1.45 “Liquidated Damages” means the appropriate measures of the damages for such delays and are neither penalty nor consequential damages sustained by Owner as a result of such delays and / or shortfalls, as set forth in clause 8.0 hereof.
- 1.1.46 “Letter of Intent (LoI)” means the letter issued by the Owner conveying acceptance of the tender offer submitted by the Contractor.



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<p>1.1.47 "Manuals" means all the various instruction manuals to be provided as per the Contract by the Contractor and shall include Manuals described in Specifications or General Conditions of Contract.</p> <p>1.1.48 "Manufacturer" means the Supplier who are the producer and supplier of any material or goods or are the designer and fabricator of any equipment / systems which are to be incorporated in or forms part of the Plant.</p> <p>1.1.49 "Month" shall mean calendar month or a period of 30 (thirty) days as relevant to the context.</p> <p>1.1.50 "Notice in Writing" or "Written Notice" shall mean a notice in writing, typed or printed or handwritten characters, sent (unless delivered personally or otherwise proved to have been received) by registered post or by electronic transmission and shall be deemed to have been received when in the ordinary course of post or by electronic media it would have been delivered.</p> <p>1.1.51 "Owner shall mean Gujarat Industries Power Company Limited, hereinafter to GIPCL in its capacity as Owner and shall include its successors and assigns, as well as authorised officers.</p> <p>1.1.52 "Owner's Representative" means the person appointed by the Owner from time to time and notified as such to the Contractor to act as Owner's Representative for the purposes of the Contract.</p> <p>1.1.53 "Owner's Instructions" shall mean any drawings, instructions, details, directions and explanations, in Writing issued by the Owner from time to time during the subsistence of the Contract.</p> <p>1.1.54 "Owner Permits" means the permits, authorisations, consents and approvals required by the Owner to own, possess, operate and maintain the Plant and to generate therein electrical energy.</p> <p>1.1.55 "Party" means Owner or Contractor individually and "Parties" means Owner and Contractor collectively.</p> <p>1.1.56 "Performance Guarantee Test" means the test carried out after successful installation of the Solar PV Modules by an agency appointed by the Owner.</p> <p>1.1.57 "Project or Works" refers to Design, engineering, manufacture, supply, of Solar PV Modules of 625 MWp at Great Rann of Kutch, Gujarat, India.</p> <p>1.1.58 "Project Manager" means the Project Manager appointed by Owner/GIPCL or its duly authorized representative to direct, supervise and be in charge of the works for the purpose of the Contract.</p>		
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<p>1.1.59 “Prudent Utility Practices” means those practices, methods, techniques, and standards, that are generally accepted for use in electric utility industries taking into account conditions in India, and that generally conform to the manufacturers’ operation and maintenance guidelines.</p> <p>1.1.60 RFP document” or “TED” shall mean this Tender Enquiry Document issued by the Company including all attachments vide RFP No. GIPCL/Solar/PV Modules/2024-25.</p> <p>1.1.61 “Sub-Contractor” means any person providing equipment, materials or services directly or indirectly to the Contractor in connection with the supply of Goods and includes the legal successors and permitted assignees.</p> <p>1.1.62 “Tests” means all tests to be undertaken by the Contractor under or pursuant to the Contract including all the tests set forth in the Contract.</p> <p>1.1.63 “Week” means a period of seven (7) Days.</p> <p>1.1.64 "Writing" shall include any manuscript, typewritten e-mail or printed statement, under or over signature and / or seal of the originator or author as the case may be.</p> <p>1.1.65 “Year” means 365 (three hundred and sixty-five) days.</p> <p>1.2 Headings and Marginal Notes</p> <p>The section headings and marginal notes are not part of these Conditions and shall not be taken into consideration in their interpretation.</p> <p>1.3 Interpretation</p> <p>1.3.1 Words importing Persons or Parties shall include related firms and corporations and any organisation having legal capacity. Words importing the singular also include the plural and vice versa where the context requires. Words importing one gender also include other genders.</p> <p>1.3.2 Unless inconsistent with the provisions of the Contract, the meaning of any shipping terms and the rights and obligations of the parties there under shall be as set forth in the latest International Chambers of Commerce (ICC) official rules for interpretation of trade terms as per "INCOTERMS 2020".</p> <p>1.3.3 The term Contractor shall include its Sub-contractor as the context requires.</p> <p>1.4 Law, Language and Measurements</p> <p>1.4.1 Applicable law to this Contract shall be the Indian Law. The respective rights, privileges, duties and obligations of the Owner and the Contractor under this Contract shall be governed and determined by the Laws of State of Gujarat and of the Republic of India</p>		
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<p>1.4.2 All correspondence, information, literature, data, manuals, definitive documents, notices, waivers and all other communication, written or otherwise, between the Parties in connection with this Contract shall be in English. The official text of this Contract shall be in English.</p> <p>1.4.3 All measurements shall be in metric system.</p> <p>1.5 Stamp Duty and Similar Charges</p> <p>The costs of stamp duties and similar charges imposed by law on the Contract or Agreement, or any part thereof shall be borne by the Contractor.</p> <p>1.6 Effective Date of Contract</p> <p>The Contract shall be deemed to have come into force and effect from the date of issue by the OWNER of the Letter of Intent to the Contractor.</p> <p>1.7 Priority of Documents</p> <p>The following documents shall be deemed to comprise the Contract:</p> <p>In the event of any conflict between the documents constituting the contract documents, the documents defining the Contract shall take the following order of precedence.</p> <ol style="list-style-type: none"> a) Contract Agreement as per proforma vide Appendix-15 (All the agreed documents valid till Formal Contract is signed. No relief for Contractor for not entering into a formal signed contract and acceptance of Lol shall be treated as valid and legally binding to fulfil all obligations agreed upon as per Lol). b) Any agreed variation between the Owner and the Contractor including but not limited to minutes of negotiation, amendments if specifications and or specifications and or special terms and conditions of the contract and corrigendum/addendum thereto. c) Special Conditions of the Contract (SCC) d) General Terms and Conditions of the Contract (GCC) e) Technical Specifications f) All materials, literature, drawings, data and information of any sort given by the Contractor and approved by Owner as well as the one given by the owner to the contractor. The Owner's decision shall be final and binding on the parties. Any other documents as may be required. 		
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<p>The Contractor is deemed to have full knowledge and understanding of the contents of all the foregoing documents whether contained in or incorporated by reference thereto and accepted all the terms and conditions contained therein. In the event of any ambiguity or conflict between any of the foregoing Contract Documents, the Contractor shall, be deemed to have clarified from the Owner all such ambiguities or conflicts, the most stringent requirement shall govern; decision of the Owner shall always be final & binding on the Bidder/Successful bidder. No extra claims shall be allowed on this account. The order of precedence of the foregoing documents shall be the same as listed herein above.</p> <p>1.8 Communications</p> <p>All certificates, notices, instructions, communications, consents, approvals, orders, or determinations to be given to the Contractor by the Owner or the Owner's Representative, (in as many copies required) and all notices or communication, to be given to the Owner or to the Owner's Representative by the Contractor, shall be in Writing and may either be delivered by hand against written acknowledgement of receipt, or be sent by airmail or one of the agreed systems of electronic transmission as agreed by the Parties. The addresses for the receipt of such communications shall be as stated in the Contract. The Contractor shall maintain a separate set of copies of all the inward and outward correspondences which should be produced at any time if need be. The Contractor shall act or modify actions only on the basis of valid written communications received from the Owner / Owner's representative and would need to provide the documentary evidence (correspondences received from Owner / Owner's Representative) if required by the Owner.</p> <p>1.9 Contractor's Use of Owner's Documents</p> <p>1.9.1 Copyright in the Owner's requirements and other Documents issued by the Owner or the Owner's Representative to the Contractor shall (as between the parties) remain the property of the Owner. Ownership in all documents provided by the Contractor to the Owner pursuant to the Contract including design, engineering, Drawings and Works layout (but excluding proprietary information and Manuals provided by vendors of equipment for use of the Owner) shall be with the Owner. The Contractor may, at its Cost, copy, use and communicate any such documents for the purposes of the Contract. They shall not, without the Owner's consent, be used, copied or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract including performance of Work or supply of Goods.</p> <p>1.9.2 Documents supplied by Contractor may be used by Owner only for the purposes of completing, operating, maintaining, adjusting and repairing the Facility. A non-exclusive royalty free license is granted to the Owner solely for the purpose stated in this paragraph.</p> <p>1.9.3 The Contractor shall indemnify the Owner in case of breach of this clause by the Contractor. If these Documents are received by a third party from the Contractor and the third party makes use of these Documents to cause harm or monetary loss to the</p> <div style="text-align: right; border: 1px solid black; padding: 5px; width: fit-content; margin-left: auto;"> ISSUE R0 </div>		

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<p>Owner or use these Documents for their personal gain / monetary gain, the Contractor shall compensate the Owner for the loss suffered as well as for the value of gain derived by third party.</p> <p>1.10 Assignment</p> <p>1.10.1 The Contractor shall not, without the prior consent of the Owner assign to any person any benefit of or obligation under the Contract in whole or in part. Such assignment, if approved by Owner, shall not relieve the Contractor from any obligations, duty, or responsibility under the Contract.</p> <p>1.10.2 The Contractor consents to the creation by the Owner of a security assignment of the Contract in favour of any Financing Parties (or a trustee acting on behalf of one or more Financing Parties) and hereby undertakes to execute upon the request of the Owner such Documents including those giving effect to this consent of Contractors as may be reasonably required to give effect to any such assignment provided that the Contractor is not subject to any duty, liability or responsibility greater than that under the Contract.</p> <p>1.10.3 The Owner reserves the right, without the prior consent of the Contractor, assign to any Person any benefit of or obligation under the Contract in whole or in part. However, the Owner can assign to its parent companies or subsidiary companies without prior permission of the Contractor. Such assignment shall not relieve the Owner from any of its obligations, duties or responsibilities under the Contract.</p> <p>1.10.4 Any Sub-Contracts entered into by Contractor pursuant to clause no. 4.0 of these Conditions of Contract shall provide that, pursuant to terms that are available on a commercially reasonable basis, the rights and obligations of the Contractor under each such sub-Contract are assignable and delegable to Owner, its successors and assigns and the Financing Parties and shall be deemed to have been assigned to the Owner, or if required by the Owner to the Financing Parties forthwith upon Owner's written request without any further act, deed or thing and irrespective of termination or otherwise of the Contract.</p> <p>2.0 OWNER'S OBLIGATIONS</p> <p>2.1 OWNER's Other Obligations</p> <p>Owner shall as applicable,</p> <p>a) Be responsible for the performance and actions of Owner's other contractors related to the Project;</p> <p>b) Pay in a timely manner as per the Payment Schedule, the Contract Price and all other sums, if any, required to be paid by the Owner to the Contractor in accordance with the Contract.</p> <div style="text-align: right; border: 1px solid black; padding: 5px; width: fit-content; margin-left: auto;"> <p>ISSUE R0</p> </div>		

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2.2 The OWNER's Representative

2.2.1 OWNER's Representative's Duties and Authority

The Owner’s Representative shall exercise the rights and carry out the duties of the Owner under the Contract. Owner’s representative shall also include Consultant / Consulting Engineer or Third-Party Inspection Agency as required or deemed appropriate or authorised by the Owner. Any act, instruction or decision of the Owner’s representative shall be as if this was an act, instruction or decision of the Owner.

2.2.2 Except as expressly stated in the Contract, the Owner's Representative shall have no authority to (a) amend, alter, modify or waive any provision or term of the Contract, or (b) relieve the Contractor of any of his duties, obligations or responsibilities under the Contract. Any proposal, inspection, examination, testing, consent, approval or similar act by the Owner's Representative (including absence or disapproval) shall not relieve or absolve in any manner whatsoever, the Contractor from any responsibility, liability or obligation under the Contract, including responsibility and liability for his errors, omissions, discrepancies, and non-compliance with the Specifications and any provisions of the Contract.

2.2.3 OWNER's Representative's instructions

The Contractor shall comply with written decision instruction or order given by the Owner's Representatives in accordance with the Contract.

2.2.4 Right to Examine and copy



The Owner/Owner’s Representative shall have the right, at any time on reasonable notice and at the premises of the Contractor or any Sub-contractors, to examine Drawings or Documents which have been prepared by the Contractor or any Sub-contractor for the purpose of Contract.

2.2.5 Further, the Owner is also free (subject to the rights the Contractor himself has) to copy, use, reproduce all designs, Drawings, models, plans, Specifications, design details, photographs, CAD Materials, and any other material as supplied by the Manufacturer in connection with Facility or Works for completion, repair, reconstruction, modification, maintenance etc. The Owner/Owner’s Representative may also allow third parties to use, copy and reproduce the same.

2.2.6 Working in Defence sensitive area:

- a) The site is located in Defence sensitive area near International Border and subject to monitoring and adherence to security protocol and working during the Supplies.
- b) OWNER has been granted permission to establish RE park as a whole, the Contractor shall comply with the requirement of ARMY/BSF/Police/Govt. Guidelines/requirements while executing the contract.

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3.0 CONTRACTOR'S OBLIGATIONS.



3.1 General

- 3.1.1 The Owner has engaged the Contractor relying upon the representations, assurances and Warranties made by the Contractor including the representation that the Contractor has the experience, skill and resources to perform supply of Goods and Contractor acknowledges such reliance by the Owner and the acceptance of the Contractor for such engagement.
- 3.1.2 Without prejudice to the foregoing, except as otherwise expressly set forth in the Contract as within the scope of Owner's obligations under the Contract, the Contractor shall supply the Goods required in connection with the design, engineering, supply of equipment, procurement, fabrication, manufacturing and delivery of all equipment, material, spare parts and other supplies to be provided in accordance with the provisions of this Agreement on a total fixed price basis.
- 3.1.3 Any item not specifically described in the contract shall be provided by the Contractor if the providing of such additional item is necessary in order for Contractor to satisfy Performance Guarantees and the Warranties and to make PV Modules supplies complete in all respects and to make the Solar Plant safely and reliably operable and capable of performing efficiently and smoothly as specified in the Contract. Additional items provided pursuant to this sub-clause shall not give rise to any adjustment in the Contract Price.

3.2 Engineering and Design

- 3.2.1 The Goods to be supplied by the Contractor under the Contract shall, without prejudice to the generality of the foregoing include but not be limited to the following:
- a) All engineering and design services necessary to describe and detail the supplies;
 - b) The drawings, plans, bill of materials and schedules.
- 3.2.2 **Design Documents**
- a) The Contractor shall prepare documents in conformity with the Specification in sufficient detail to satisfy and comply with, all Applicable Permits including regulatory approvals.
 - b) Each of the design documents shall, when considered ready for use, be submitted to the Owner / Owner's Representative for information or approval as appropriate. If the Owner / Owner's Representative notifies the Contractor that such design document fails (to the extent stated) to comply with the Owner's requirements, it shall be rectified, resubmitted and again reviewed. Any such notification by the Owner / Owner's Representative or their failure to so notify

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shall not, however, relieve or absolve the Contractor in any manner whatsoever of its obligations, Performance Guarantees and Warranties under the Contract.

- c) The Contractor at his cost shall rectify errors, omissions, ambiguities, inconsistencies, inadequacies, and other defects.
- d) Quality Manual

Contractor shall submit to Owner the Quality Manual prepared by Contractor conforming to the Quality Assurance Programme based on Specifications, which Contractor shall adhere to, in order to ensure that the engineering methods and standards to be employed by Contractor are achieved. The Quality Manual shall be discussed and agreed with the Owner.

3.2.3 Contractor's Undertaking

The Contractor undertakes that the supply of Goods shall be in accordance with the Applicable Laws.

3.2.4 Technical Standards and Regulations



The design, engineering, manufacturing, procurement, and delivery of the goods forming the Supplies and remedying of any defects thereto shall comply with the codes and standards specified.



References in the Contract to such specifications and other matters shall be understood to be references to the edition applicable on the Effective Date of Contract, unless stated otherwise. In case of any conflict between provisions of codes and the design criteria / specification the provisions that are more stringent shall be complied with. If substantially changed or new applicable national specifications, technical standards or regulations come into force after the Effective Date of Contract, the Contractor shall submit proposals for compliance to the Owner's Representative.



3.3 Delivery in Timely Manner

The Contractor acknowledges that completion time is of major importance. Time is the essence to the Owner and the Contractor shall be responsible for supply of Goods in accordance to the Schedule. If at any time, the Contractor is falling behind the Schedule, he shall take necessary action to make good for such delays and shall communicate such actions in Writing to the Owner's Representative, satisfying that his action will compensate for the delay. The Contractor shall not be allowed any extra compensation for such action.

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<p>3.4 Procurement</p> <p>3.4.1 Sourcing</p> <p>As part of the supply of Goods, Contractor shall procure and pay for, in Contractor's name as an independent Contractor and not as agent for Owner except as otherwise indicated, all Contractor's and sub-contractor's facilities and other relevant materials and fabrication and related services for manufacturing or which are required for the supply of Goods in accordance with the Contract and are not explicitly specified to be furnished by Owner pursuant to the terms and provisions of the Contract This would also include provision of:</p> <ol style="list-style-type: none"> a) All items, materials, and supplies (Solar PV Modules) to be provided shall be new, and free from improper workmanship or defects in accordance with the Contract. b) When required by the Contract or where any item or material is referred to as "equal" to any particular standard, Contractor shall furnish to Owner full information concerning such item / material, establishing compliance with the Contract which it contemplates incorporating in or using in connection with the supply of Goods. Should any such item / material required to be so submitted for approval under this paragraph be incorporated or used by Contractor or a Sub-Contractor without approval by Owner, they may subsequently be rejected, and the cost thereof, including the Cost of all services and labour relating thereto, shall be to the account of Contractor and not reimbursable. <p>3.5 Delivery and Related Matters</p> <p>3.5.1 Solar PV Modules shall be consigned to the Project site (500 MW(AC) Solar PV Project at Great Rann of Kutch Nr. Vill Khavda, Gujarat) after Owner's written approval on "FOR" basis including freight and transportation. Within two (2) days of despatch of goods Contractor shall send to Owner by e-mail or courier for information, the following documents:</p> <ol style="list-style-type: none"> a) Delivery note, Lorry Receipt for Goods despatched by (5 copies each) to Owner. b) Certificate of Transport Insurance coverage. c) Packing lists for each separate package. d) Inspection Test Certificate and Material Dispatch clearance certificate (MDCC) issued by the Owner. <p>3.5.2 All equipment shall be labelled with permanently affixed durable nameplates, which will include the Manufacturer's, name, equipment model number, equipment serial number and all appropriate design parameters.</p> <div style="text-align: right; border: 1px solid black; padding: 5px; width: fit-content; margin-left: auto;"> <p>ISSUE R0</p> </div>		

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<p>3.5.3 Transportation: The Supplier shall ensure that all the supplies are properly packed and dispatched. Supplier shall be responsible to assess in advance suitability of access roads, bridges, culverts, etc. if any and arrange to transport them accordingly.</p> <p>The Supplier will ensure that the goods must transported through a registered common carrier as per Carriage by Road rules 2011 of GOI.</p> <p>3.6 Taxes to the Contractor’s Account</p> <p>(i) Except as otherwise specifically provided in the Contract irrespective of the mode of Contracting, the Contractor shall bear and pay all taxes, duties, levies, charges, interest and penalties and the like levied and /or assessed on the Contractor, its Sub-contractors/Vendors, or their employees, by all municipal, local bodies, state or national government authorities or any other Government Instrumentality in connection with the Supply of Goods in and outside of the Country.</p> <p>(ii) Each Party hereto, hereby agrees to indemnify and keep indemnified and saved harmless at all times the other Party against any loss, Cost, expenses or damages suffered or incurred by it, by reason of its failure to pay taxes, duties, etc which it is obliged to pay pursuant to the provisions of this clause and / or arising out of its failure to comply with its obligations under this clause.</p> <p>(iii) The Owner shall recover from the Contractor and / or adjust from the Contract Price all taxes, duties, levies, charges, interest and penalties and the like leviable and / or assessable on the Contractor, its Sub-contractors/Vendors or their employees but levied and / or assessed on the Owner as a representative assessee / agent of the Contractor, its Sub-contractors or their employees, by all municipal, local, state or national government authorities or any other Government Instrumentality in connection with the supply of Goods.</p> <p>(iv) Further the Owner shall recover from the Contractor and / or adjust from the Contract Price, simple interest at the rate of Short term Prime lending Rate of State Bank of India from the date of payment of all taxes, duties, levies, charges, interest and penalties and the like leviable and / or assessable on the Contractor, its Sub-contractors or their employees but levied and / or assessable on the Owner as a representative assessee / agent of the Contractor, its Sub-contractors or their employees, by all municipal, local, state or national government authorities or any other Government Instrumentality in connection with the supply of Goods, where the Site is located till the date of recovery and / or adjustment by the Owner.</p>		
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3.7 Royalties and License Fees

Contractor shall pay all required royalties and license fees with respect to proprietary rights, intellectual property licenses and agreements, and shall procure, as required, the appropriate proprietary rights, intellectual property licenses and agreements, for materials, equipment and systems incorporated into supply of goods. The Contractor shall indemnify GIPCL against third party claims of infringement of patent, trademark or industrial design rights arising from use of goods/design or any part thereof.

3.8 Releases and Waivers

3.8.1 At the time of each Scheduled Payment or portion thereof as per the payment terms of Contract subject to Milestone Payment Schedule under the Contract, the Contractor shall:



- a) Certify and provide to Owner sufficient documentation (including, without limitation, an interim lien waiver and release) in the form prescribed by the Owner to establish that all Materials and equipment that comprise or will comprise as part of the supply of Goods, are free from any and all claims, liens, security interests or encumbrances in the nature of mechanics, labour or material or otherwise, arising out of or in connection with performance by Contractor, or any Sub-contractor pursuant to the Contract.
- b) Provide, if requested by the Financing Parties prior to disbursement of funds required to make such scheduled payments, copies of such releases and waivers from Sub-contractors under Sub-contracts to support Contractor's certificate.

If any claim, lien, security interest or encumbrance is filed or notification of withholding money for labour or material furnished under the Contract is served on Owner, Owner may withhold (without being liable to the Contractor in any manner whatsoever) from any scheduled payment or any other amount payable to Contractor under the Contract or otherwise, an amount sufficient to discharge any or all such liens or claims and, after 30 (thirty) Days from the time a lien is filed or otherwise attaches or after 180 (one hundred eighty) Days from the time a claim is made, may discharge such lien or claim with the moneys withheld, whereupon for purposes of the Contract such moneys shall be deemed to have been paid to Contractor under the Contract on account of the next Scheduled Payment to become due and payable.

3.9 Standard for Supplies and Performance

Without limiting any other provision of Contract including Specifications, Contractor shall supply Goods in accordance with Good Engineering Practices and standards of professional care, skill, diligence and competence generally accepted in the independent power industry applicable to engineering and construction and Project management practices for such goods for Solar power stations of similar size and type as the Plant that are intended to have a 25 (Twenty five) year useful life when operated in accordance with the operating manuals and subject to the conditions of warranty.

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3.10 Compliance with Applicable Laws

Contractor shall comply with and require the Sub-contractor/Vendor to comply with and shall cause the supply of Goods to be capable of complying with all Applicable Laws as they may be in effect from time to time during Contractor's performance under the Contract and thereafter if and so long as Contractor shall have obligations under the Contract, assuming Owner has met his obligations.

3.11 Schedule for supply of Goods

3.11.1 Milestones

Time is of the essence and those obligations of Contractor referred to as "Milestones" herein shall be accomplished on or before the dates fixed therefore in the Schedule as proposed by the Contractor. If any major milestone is not completed on or before the respective date or, as the case may be, then, and in addition to any other rights which Owner may have under this Contract, Owner shall be excused from making any further payments to Contractor of the Contract Price until such time as all milestones which have not been completed on the Date required have been properly completed. If Contractor believes that any milestone may not be or has not been completed by the date required, it shall forthwith give Written Notice thereof to Owner specifying the reason therefore and what remedial action Contractor proposes to take.

Progress Report of Supplies:

The Manufacturer shall submit a weekly progress report on supplies made conforming to bar/ PERT Chart and format provided by GIPCL. In case of any slippage(s) or delays in manufacturing or deliveries of supplies for such delay along with details of incidences with reasons will be submitted by the manufacturer along with modified Bar/ PERT Chart mentioning the action plan being taken to keep the due date of completion of supplies unchanged. If required, the Manufacturer shall use additional resources to keep the due date of completion of supplies.

3.12 Additional Obligations of Contractor



The Contractor shall fulfil the following additional obligations:



3.12.1 Country of Origin



All Goods supplied under the Contract shall have their origin in the eligible countries and territories.



3.12.2 Packing



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<p>The Contractor shall provide such packing of the Goods' as is required to prevent their damage or deterioration during transit to Site, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and arrival of goods at destination in original conditions and stacked in open area. Packing box and Pallets shall be adequately designed to prevent damage or deterioration during transportation to site in remote road conditions, handling and storage in site till the time of its installation. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>Packing lists shall be provided in each packages to facilitate easy identification of the contents at the destination. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, in any subsequent instructions ordered by the Owner.</p> <p>The Solar PV modules shall be packed and shall contain PV modules of same power rating in one box. The package should clearly display the manufacturer's name, number of modules, type, serial numbers, module wattage etc.</p> <p>Transit Damages: Solar PV Modules found damaged at the time of opening of the packing boxes at Project site shall be replaced by the Contractor at its own cost.</p> <p>On receipt of goods and/or on opening of packages at site, shortages if any noticed shall be made good within a reasonable time that Owner may allow from such intimation and free of cost.</p> <p>3.13 Statutory Variations in the GST shall be permitted as under:</p> <p>(A) Statutory variations during original contractual completion period:</p> <p>(i) If any increase takes place in taxes and duties due to statutory variation, then GIPCL shall admit the same on production of documentary evidence. The statutory variation will be admitted considering the basic price quoted in the schedule of price or paid by contractor whichever is lower.</p> <p>(ii) If any decrease takes place in taxes and duties due to statutory variation, the same shall be passed on to GIPCL or GIPCL shall admit the decreased rate of taxes and duties while making the payment.</p> <p>(B) Statutory variations beyond original contractual completion period:</p> <p>(i) If reasons for extension of contractual completion period is attributable solely to GIPCL, the provisions of (A) above shall apply.</p> <p>(ii) If reasons for extension of contractual completion period is attributable to Bidder, then:</p>		
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<p>(a) If any increase takes place in taxes and duties due to statutory variation, then GIPCL shall not admit the same; however, GIPCL shall admit the taxes and duties at the rate prevailing during payment of last invoice raised during original contract completion period.</p> <p>(b) If any decrease takes place in taxes and duties due to statutory variation, the same shall be passed on to GIPCL or GIPCL shall admit the decreased rate of taxes and duties while making the payment.</p> <p>Variation on account of exchange rate and Customs Duty variation will not be payable by GIPCL.</p> <p>4.0 SUB-CONTRACTORS</p> <p>4.1 Subcontractors and Suppliers</p> <p>4.1.1 All vendors, suppliers, and Sub-contractors providing equipment, materials or services to Contractor in connection with the supply of Goods under this Contract are herein referred as "Sub-contractors", and any agreements entered into between Contractor and Sub-contractor are herein referred to as "Sub-contracts".</p> <p>4.1.2 Contractor shall be solely responsible for paying each Subcontractor/Vendor and any other Person to whom any amount is due from Contractor for services, equipment, materials and supplies otherwise related to or in connection with the supply of Goods.</p> <p>4.2 Sub-Contractors Warranties</p> <p>4.2.1 Contractor shall, for the protection of Owner, obtain from all Subcontractors all the required warranties on all items used in connection with supply of Goods.</p> <p>4.2.2 Nothing in this clause shall derogate from the obligations of Contractor to provide the Warranties described in, and to comply with the provisions of this Contract.</p> <p>5.0 INSPECTION AND TESTING</p> <p>5.1 Requirements</p> <p>5.1.1 Without limitation, inspecting all supplies, materials and equipment that comprise or will comprise the supplies.</p> <div style="text-align: right; border: 1px solid black; padding: 5px; width: fit-content; margin-left: auto;"> <p>ISSUE R0</p> </div>		



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<p>5.1.2 The Contractor shall at its own expense carry out at the place of manufacture and/or on the site carry out all such tests &/or inspections of the plant & equipment and any part of the facilities as are specified in the contract. The Contractor shall carry out the inspection and quality control aspects as set out in Technical Specification. In the event the Owner establishes that the Contractor is not carrying out all such inspection and quality control aspects, the Owner has the right to appoint at Contractor's cost third party reputed inspection agencies in India.</p> <p>5.1.3 Contractor / Contractor's third party inspection agency shall perform such detailed inspection of all work in progress at intervals appropriate to the stage of design, engineering, procurement, fabrication, manufacturing and pre dispatch Inspection as is necessary to ensure that such work is proceeding in accordance with the Contract, the Documents, Applicable Laws, Good Engineering Practices and Prudent Electricity Industry Practice and to protect Owner against defects and deficiencies in such work (including any which would diminish or void the ability of Owner or Contractor to realise upon any manufacturer's or supplier's warranty or under any applicable insurance coverage). On the basis of such inspections, Contractor shall keep Owner continuously informed of the progress and quality of all work, whether performed by Contractor or any Sub-contractor, and shall provide Owner with Written reports which shall contain notwithstanding anything to the contrary contained herein defects and deficiencies revealed through such inspections and of measures proposed by Contractor to remedy such defects and deficiencies.</p> <p>5.1.4 The Contractor shall agree, with the Owner about the time and place for the testing of any equipment as specified in the Contract. The Contractor shall give 15 (fifteen) Days advance notice for inspection of goods. The Owner shall give the Contractor not less than 24 (twenty-four) hours' notice of his intention to attend the Tests. The Contractor shall provide sufficient suitably qualified and experienced staff to carry out the Tests specified in the Contract. The Contractor shall present to the Owner the calibration certificates of all the testing and measuring instruments proposed to be used for carrying out the Tests. In case the Owner is not satisfied with the calibration certificates, the Contractor shall arrange to get the concerned instrument(s) recalibrated to the satisfaction of the Owner.</p> <p>5.1.5 If the Owner's does not attend at the time and place agreed, or if the Contractor and the Owner's Representative agree that the Owner's Representative shall not attend, the Contractor may proceed with the tests, unless the Owner's Representative instructs the Contractor otherwise. Participation by Owner or Owner's Representative in or their absence from or failure to participate in any tests shall not relieve or absolve the Contractor from any Warranty or obligations under or in pursuance of the Contract.</p> <p>5.1.6 The Contractor shall promptly forward to the Owner duly certified reports of the tests.</p> <p>5.1.7 Solar PV Modules shall not be dispatched unless, test certificates are duly approved by the Owner and Material Dispatch clearance certificate (MDCC) is issued by the Owner.</p>		
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<p>5.2 Rejection</p> <p>If, as a result of inspection, examination or testing, the Owner / Owner's Representative decides that any equipment, system, materials, design or workmanship has failed in such inspection, examination or tests or is defective or otherwise not in accordance with the Contract, the Owner's Representative may reject such equipment, system, materials, design or workmanship and shall notify the Contractor promptly, stating his reasons. The Contractor shall then promptly correct or replace, such item or portion so as to pass retesting and otherwise meet and conform to such requirements. Following any such rejection, all expenses reasonably incurred by the Owner in consequence of such re-testing or inspection shall be borne by the Contractor. No changes to completion schedule or increase in the Contract price shall be granted with respect to such additional testing. Contractor shall solely bear any cost resulting there from.</p> <p>5.2.1 After receipt of supply at site, Owner shall decide and inform in writing to the Supplier, that the Supplier has supplied or part of the supplies are unsound or imperfect or has furnished supplies inferior to the quality specified, the Supplier on receiving details of such defects or deficiencies shall at his own expenses within 07 (Seven) days of his receiving the notice, or otherwise within such time as may be reasonably necessary for making it good, proceed to remove such supply and furnish fresh goods up to the standards of the specifications. In case the Supplier fails to do so, Owner may on giving the Supplier 07 (Seven) day notice in writing of his intentions to do so, proceed to remove the portion of the Supply so complained of and at the cost of Supplier's,</p> <p>6.0 INSURANCE</p> <p>6.1 General Insurance Requirements</p> <p>6.1.1 The Contractor shall also arrange for Insurance coverage against transit and all risks (including terrorists act, war and mine, SRCC) in the name of Owner in respect of 120% (one hundred and twenty percent) of the value of supplies from Ex-works until delivery and receipt to Site. Contractor shall also refer to Section -6 Appendix-22 for compliance to Insurance Requirement to be taken for this Contract.</p> <p>6.1.2 Remedy on Failure to Insure</p> <p>If Contractor shall fail to effect and keep in force the Insurance for which it is responsible under the Contract including clause no. 6.0 hereof, Owner may effect and keep in force any such Insurance, and pay such premiums as may be necessary for that purpose, and from time to time, after issuance of a reimbursement request therefor accompanied by relevant supporting documentation, deduct the amount so paid by Owner from any amounts due or which may become due to the Contractor under the Contract.</p> <p>6.1.3 Not Used.</p> <p>6.1.4 Descriptions not Limitations</p> <div style="text-align: right; border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p>ISSUE R0</p> </div>		

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<p>The Insurance coverage referred to in this clause no. 6.0 shall be set forth in full in the respective policy forms, and the foregoing descriptions of such policies are not intended to be complete, nor to alter or amend any provision of the actual policies and in matters, if any, in which the said description may be conflicting with such instruments, the provisions of the policies of the Insurance mutually agreed by the Parties shall govern; provided, however, that neither the content of any Insurance policy or certificate nor Owner’s approval thereof shall relieve the Contractor of any of its obligations under the Contract.</p> <p>6.1.5 Waiver of Subrogation</p> <p>All insurance policies supplied or arranged on OWNER’s behalf by Contractor shall include a waiver of any right of subrogation of the insurers there under against OWNER, the Financing Parties and their respective assigns, subsidiaries, affiliates, parent companies, employees, insurers and underwriters, and of any right of such insurers under such Contractor policies to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such Person insured under any such policy.</p> <p>6.1.6 Contractor's Waiver</p> <p>Contractor further releases, assigns and waives any and all rights or recovery against OWNER, the Financing Parties and their respective assigns, subsidiaries, affiliates, parent companies, employees, insurers and underwriters, which Contractor may otherwise have or acquire in or from or in any way connected with any loss covered by the policies of Insurance maintained or required to be maintained by Contractor pursuant to this Contract (other than third party liability insurance policies) or because of deductible clauses in, or inadequacy of limits of, any such policies of Insurance.</p> <p>6.1.7 Additional Insured</p> <p>Except to the extent prohibited by law, all insurance coverages referred to in this clause no. 6.0 shall name OWNER, the Financing parties and their respective assignees, subsidiaries, affiliates and parent companies as additional named insured and sole loss payees, as their respective interests may appear.</p> <p>6.1.8 No Limitation of Liability</p> <p>The required coverage referred to and set forth in this clause no. 6.0 shall in no way affect or limit Contractor's liability with respect to performance of any of its obligation under the Contract.</p> <p>6.1.9 Up to the delivery of goods, if any derived liability occurs to OWNER, the Contractor shall make necessary arrangements for indemnifying such liability on joint and several basis without any limits.</p> <div style="text-align: right; border: 1px solid black; padding: 5px; width: fit-content; margin-left: auto;"> <p>ISSUE R0</p> </div>		

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<p>6.1.10 The amount of claim shall be paid to the OWNER. The OWNER at his discretion may authorise the underwriters to pay the same directly to the Contractors from time to time for settlement of claims related to repairs / replacement.</p> <p>7.0 TITLE</p> <p>7.1 Ownership of the Goods procured in the country where the Site is located shall be transferred to the OWNER when the Goods are despatched by the Contractor thereof after the necessary inspection and verification and quality clearances subject to the following:</p> <p>On handing over the Goods to the carrier against a receipt and such receipt having been received by the OWNER.</p> <p>8.0 LIQUIDATED DAMAGES</p> <p>Liquidated Damages for Delay</p> <p>8.1 The Liquidated Damages payable by Contractor to the OWNER for delay in supply of Goods beyond the Guaranteed Completion Date is as detailed in the Special Conditions of Contract (SCC).</p> <p>8.2 The amount of Liquidated Damages specified herein represent the projected commercial losses of the Owner, are fair and reasonable, are not penalties and reflect the Parties' assessment and estimate of such financial losses and damages of the Owner.</p> <p>8.3 In view of the foregoing, the Contractor accepts and agrees to such Liquidated Damages as liquidated damages and shall not dispute such Liquidated Damages in any proceedings under the Contract.</p> <p>9.0 WARRANTIES</p> <p>9.1 Contractor Warranties</p> <p>Contractor warrants to OWNER with respect to the supply of Goods that (i) all equipment and materials will be new and free from defective workmanship and (ii) the design and engineering shall be free from deficiencies. If OWNER notifies Contractor in Writing with adequate detail of any defects with respect to (i) above or deficiencies with respect to (ii) above in any of the supplies delivered hereafter discovered during the applicable Warranty Period therefor, Contractor shall (a) take the necessary action to correct any omissions or defects in the supplies, and (b) in the case of any defective equipment or materials, at Contractor's option either repair or replace at its own Cost.</p> <p>9.2 Warranty Period</p>		
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<p>Solar PV modules supplied must be warranted for the product Workmanship for a period of minimum 12 years. Further, they shall also be warranted for their output peak watt capacity, which should not be less than 90% at the end of 10 years and not less than 80% at the end of 25 years from the receipt of last batch/lot of PV modules at site.</p> <p>The Goods supplied shall be warranted for 12 months from the date of receipt of the materials of the last batch/lot and which will be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions.</p> <p>9.3 Sub-Contractor Warranties</p> <p>No warranty obtained from any Sub-contractor shall be deemed to reduce or limit Contractor’s warranties set forth in this clause or Contractor’s obligation to perform corrective work.</p> <p>9.4 Survival of Warranties</p> <p>Warrantees under the contract shall survive any termination of the Contract in respect of any part of the supplies for which OWNER has paid Contractor.</p> <p>10.0 CONTRACT PRICE AND PAYMENT</p> <p>10.1 The Contract Price</p> <p>10.1.1 The Contract Price for the entire scope of supplies in line with the Tender Documents shall be fixed, on lump sum basis and will remain firm throughout the Contract Period. However, in case of delay in supplies, the Liquidated Damages shall be recovered from the Contractor.</p> <p>Contract Price for the Supply Contract shall include the Ex-Works price of supplies and shall be inclusive of, inter alia, testing, packing and forwarding, transportation, delivery at site and all taxes duties and other statutory levies and the like payable in respect thereof.</p> <p>10.1.2 The Contract Price is not subject to any escalation and variation in price except as otherwise provided, it being a fixed price Contract.</p> <p>10.1.3 The Contractor shall pay all taxes, duties and levies in consequence of his obligations under the Contract, and the Contract Price shall not be adjusted for such Costs, taxes, duties and levies.</p> <p>10.2 Contract Performance Bank Guarantee</p>		
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10.2.1 Contractor shall furnish to Owner within 30 (Thirty) Days from the date of issue of Letter of Intent (LOI) by the Owner, a Contract Performance Bank Guarantee (the “Performance Security”) as a Performance Security for due and faithful performance of its obligations under Contract, issued by Indian Nationalised/Scheduled Banks for an amount equivalent to 10% (Ten percent) of the total Contract Price. The Performance Security shall be kept valid up to 120 days from the last lot of PV Modules received at site.

10.2.2 In case Contractor fails to fulfil its obligations under Contract, the proceeds of Performance Security may be appropriated by OWNER as part compensation for any loss resulting from Contractor’s failure to perform and fulfil the various obligations concerning supply of Goods under Contract without prejudice to any of the rights or remedies to which the OWNER may be entitled under the Contract or otherwise in law.

10.3 Terms of Payment

The terms of payment shall be as detailed in Section -5 Special Conditions of Contract (SCC).

10.3.1 Advance Payment



Initial advance in respect thereof in accordance with the provisions set forth in the Contract in this behalf will be paid on fulfilment of all of the following:

- a) Letter of Intent and its acceptance by Contractor;
- b) Submission of an unconditional Performance Security as per clause no. 10.2 of the General Conditions of Contract;
- c) Documentation and Bank Guarantee for advance as per clause no. 10.3.2 below.
- d) Submission of detailed Network Schedule indicating detailed milestone based on the Work schedule and its approval by the Owner.

10.3.2 Documentation and Bank Guarantee for Advance Payment shall include:

- a) invoice for amount of advance in original and five (5) copies.
- b) Bank Guarantee equivalent to the advance payment with 1 (one) copy of original Bank Guarantee valid up to 17 months initially and if required further extended till successful completion of supplies in all respects, issued by Indian Nationalised Banks/ or other banks as per the list given in Section -6, Appendix-13.

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10.3.3 For supply of Goods, the payments shall be linked with the receipt of goods at site and shall only be made after production of all despatch Documents and the Material Despatch Clearance certificate issued by the OWNER / OWNER's Representative after inspection if applicable.

10.4 Application for Interim Payment Certificates and Claim for Payments

10.4.1 The Contractor shall submit a statement, "the Interim Payment Certificate", in six copies to the OWNER / OWNER's Representative after the end of each month before the tenth day of the next month, in a form approved by the OWNER / OWNER's Representative, showing the amounts to which, the Contractor considers himself to be entitled, together with supporting Documents. The statement shall include the following items, as applicable in the sequence listed:



- a) Certification from OWNER / OWNER's Representative that the supply of Goods has been performed and that the quality of Goods described in the Interim Payment Certificate is in line with Contract;
- b) If there is any pending or threatened dispute, regarding goods covered by such request or payment as a result of which Contractor intends to withhold payment from such Sub-Contractor, a report detailing such dispute and circumstances thereof;
- c) Any amounts to be added and deducted for Change in Law or variation in tax.
- d) The deduction of the amounts certified in all previous Interim Payment Certificates.
- e) Any other information that the OWNER / OWNER's Representative may reasonably request.



10.4.2 Contractor shall raise its consolidated invoices / bills only once a month.

10.5 Mode of Payment

10.5.1 Subject to any deduction which the Owner may be authorized to make under this Contract, and or to any additions or deductions provided for in this Contract, the Contractor shall be entitled to payment as follows:

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<p>a. All payments shall be made in Indian Rupees (INR), unless otherwise specified in the Lol/Contract Agreement. All payment shall be made on the basis of actual measurement for the quantified items as per schedule of supplies.</p> <p>b. The Contractor shall submit the bill for claim in three copies with all supporting documents as per the Contract condition to GIPCL. After due verification and recommendation, GIPCL shall process verified bills for release of payment. Payments shall be released in 30 (Thirty) days by A/c payee cheque / RTGS/ NEFT from date of submission of clear invoices.</p> <p>c. In case Contractor fails to submit the invoice with all the required documents to process the payment, GIPCL reserves the right to hold the payment of the Contractor against such bills till documents clear in all respects is submitted.</p> <p>10.5.2 Pursuant to this clause, if the commercial banks are closed due to a public holiday, period as above shall be extended to the first business day after the end of the period concerned. In addition, unless the parties otherwise agree, OWNER shall not be obligated to pay, in respect of any request for payment, any amount in excess of amount anticipated to be paid for supply of Goods completed by such date. If any request for payment does not comply in all material respects with this clause, OWNER shall inform Contractor about the same within 15 days following the receipt of such request for payment, and Contractor shall re-submit such request for payment. If less than the full amount is paid, OWNER shall state in writing the reasons for paying such lesser sum. Any dispute shall be dealt with under clause no. 17.0 below and shall not be a basis for withholding payment of any undisputed amount. Any dispute regarding OWNER's payment of a lesser sum than that set forth in a request for payment must be raised by Contractor within 30 days of receipt of such payment, or Contractor's right to dispute such payment is waived. During the pendency of any such Dispute and the resolution thereof, Contractor shall continue to perform the Work in accordance with the provisions set forth herein.</p> <p>10.6 Not Used</p> <p>10.7 Deductions from Contractor's Bills / Payments Withheld</p> <p>10.7.1 All costs, damages or expenses, which the OWNER may have paid, for which under the Contract the Contractor is liable, will be claimed by the OWNER. All such claims shall be billed by the OWNER to the Contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Contractor properly to identify such claims. Such claims shall be paid by the Contractor within 15 (fifteen) Days of the receipt of the corresponding bills and if not paid by the Contractor within the said period, the OWNER may the deduct the amount, from any monies due or becoming due by him to the Contractor under the Contract or may be recovered by actions of law or otherwise, if the Contractor fails to satisfy the OWNER of such claims.</p>		
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10.7.2 OWNER shall have the right to withhold from any payment due to Contractor, including the final payment, such amounts as OWNER reasonably deems necessary or appropriate to protect it because of any one or more of the following reasons:

- a) Defects in any supplies, which might affect OWNER's ability to operate as contemplated herein, whether or not payment has been made; therefore,
- b) The filing of any Sub-contractors lien or similar encumbrance in respect of the goods;
- c) A dispute as to the accuracy or completeness of any request for payment received by OWNER pursuant to this clause within 90 Days of receipt thereof or payment made there under:
- d) Contractor's failure to deliver any Performance Securities to OWNER as contemplated by clause no. 10.2.
- e) Any requirement in accordance with Applicable Laws to withhold any Taxes payable by Contractor in respect of the Goods or any part thereof;
- f) Any legal cases, litigations pending against the Contractor or against the OWNER but relating to the Contractor's obligations under the Contract.

10.7.3 In addition to the provisions of this clause no. 10.7 which relates to the recovery by the OWNER of any amounts that the OWNER may have paid, for which the Contractor is liable under the Contract, the OWNER shall also be entitled to recover all the dues in terms of the Contract including Liquidated Damages for delay, by way of deductions from the payments due to the Contractor or that may become due to the Contractor in future or from any securities under the Contract.



10.7.4 Notwithstanding any dispute that Contractor may have, and regardless of the basis thereof or grounds therefore, Contractor agrees that it will, for so long as the Contract has not been terminated diligently prosecute the supply of goods, all in accordance with the terms of the Contract.

10.7.5 Any payment due to OWNER by the Contractor and remaining unpaid beyond the stipulated date shall be liable to interest payment at the rate of 1(one) percentage point above the short term Prime Lending Rate of State Bank of India from the date of due to OWNER to the date of receipt of dues from Contractor by OWNER.

11.0 TERMINATION BY THE OWNER

11.1 Termination for Convenience

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The OWNER shall be entitled to terminate the Contract at the OWNER's convenience, at any time by giving thirty (30) Days prior notice to the Contractor. Such notice of termination shall specify that termination is for OWNER's convenience and the date upon which such termination becomes effective. Upon receipt of such notice, the Contractor shall proceed as follows:

- (i) cease all further work, except for such work as may be necessary and instructed by the OWNER/OWNER's Representative for the purpose of protecting those parts of the supplies already manufactured;
- (ii) stop all further sub-contracting or purchasing activity, and terminate Sub-contracts;
- (iii) handover all Documents, equipment, materials and spares relating to the supply of goods prepared by the Contractor or procured from other sources up to the date of termination for which the Contractor has received payment equivalent to the value thereof; and
- (iv) handover those parts of the supplies manufactured by the Contractor up to the date of termination.

11.2 Termination for Default by Contractor



11.2.1 Notice to Correct



If the Contractor fails to carry out any of his obligations, or if the Contractor does not deliver the supplies in accordance to the Contract, the OWNER / OWNER's Representative may give notice to the Contractor requiring him to make good such failure. The Contractor shall remedy the same or take reasonable action to remedy the same within fifteen (15) Days from date of such notice.



If the Contractor:



- a) Fails to comply with a notice under sub-clause 11.2.1, or
- b) Abandons or repudiates the Contract, or
- c) Without reasonable excuse fails to commence or proceed with the Contractor's obligations in accordance with the Contract, or
- d) Becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under any Applicable Law) has a similar effect to any of these acts or events, or
- e) Assigns the Contract without the required consent of OWNER, or

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<p>f) Fails to comply with Applicable Laws</p> <p>g) Is in material breach of the Contract,</p> <p>then, without prejudice to any other right or remedy OWNER may have under the Contract after having given thirty (30) Days’ notice to the Contractor, terminate the Contractor’s employment under the Contract, should Contractor fail to rectify within such notice period or commence to rectify the defaults within fifteen (15) Days of receipt of such notice from OWNER; provided always that in the case of paragraph (d) above, the termination shall become effective on OWNER issuing the notice of termination.</p> <p>Without prejudice to the foregoing, if the amount of Liquidated Damages for Delay for which the Contractor would otherwise become liable under Clause 8.0 exceeds the cap as per clause 14.2 (i) then the Owner shall at any time thereafter be entitled (but not obliged) by notice forthwith to terminate the Contract.</p> <p>Upon termination, OWNER shall automatically without the necessity of any further action by the Contractor stand subrogated to the interests of Contractor in or under any Sub-contracts. OWNER shall succeed Contractor in all Sub-contracts and the OWNER shall compensate the Sub- contractors under such Sub-contracts the compensation becoming due and payable under their agreements with the Contractor from and after the date OWNER decides to succeed to the interests of the Contractor. The Contractor shall simultaneously deliver all Documents relating to the supplies prepared by the Contractor or procured from other sources up to the date of termination to the OWNER.</p> <p>OWNER may take possession of any and all materials, documents, purchase orders, correspondence and schedules that OWNER deems necessary. The rights and authorities conferred on the OWNER and the OWNER’s Representative by the Contract shall not be affected by such termination.</p> <p>The Contractor shall not be released from any of his obligations or liabilities accrued under the Contract. For the avoidance of doubt, the termination of the Contract in accordance with this clause shall neither relieve the Contractor of his accrued obligations for Warranty or his accrued liability to pay Liquidated Damages for Delay nor shall entitle him to reduce the value of Contract Performance Security.</p> <p>11.2.2 The OWNER may upon such termination complete the deliveries of these goods by employing any other contractor. The OWNER or such other contractor may use for such completion such of the Documents made by or on behalf of the Contractor, as he or they may think proper.</p> <p>11.3 Payment after Termination</p>		
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<p>11.3.1 After termination under clause no. 11.2 above, the Contractor shall not be entitled to any further payment under the Contract, except that, if OWNER completes the supply of Goods and the costs of completion are less than the Contract Price, the OWNER shall pay Contractor an amount properly allocable to supply of Goods fully performed by Contractor prior to termination for which payment was not made to Contractor or a Sub-contractor, upon completion of supplies by OWNER.</p> <p>11.3.2 The OWNER shall be entitled to recover from the Contractor the extra costs, if any, of completing the supply of Goods. In addition, OWNER shall be entitled to exercise any rights or remedies available to OWNER hereunder or at law or in equity.</p> <p>11.4 Bribes</p> <p>If the Contractor, or any of his Sub-Contractors, agents or servants gives or offers to give or promises to give to any Person any bribe, gift, gratuity or commission as an inducement or reward:</p> <p>a) For doing or forbearing to do any action in relation to the Contract, or</p> <p>b) For showing favour or disfavour to any Person in relation to the Contract</p> <p>then the OWNER may, after having given 15 (fifteen) Days' Notice to the Contractor, terminate the Contractor's employment under this Contract. The effects of termination contained in clause 11.2 above shall apply mutatis mutandis to the termination under this clause. In addition, he will also be subjected to any criminal liability, which it may incur, and payment of loss or damage to the OWNER resulting from any cancellations.</p> <p>12.0 TERMINATION BY CONTRACTOR</p> <p>12.1 Contractor's Entitlement to Suspend Supply of Goods</p> <p>12.1.1 If the OWNER fails to certify a payment or pay the Contractor the amount due and fails to explain why the Contractor is not entitled to such amount, within 60 (sixty) Days after the expiry of the time stated in clause no. 10.0 above, except for any deduction that the OWNER is entitled to make under the Contract, the Contractor may suspend delivery of Goods or reduce the rate of delivery of goods after giving not less than 60 (sixty) Days' prior Notice to the OWNER. Such action shall not prejudice the Contractor's entitlements to payment under clause no. 10.0 above and to terminate under clause no. 12.2 below.</p> <p>12.1.2 If the Contractor suspends delivery of supplies or reduces the rate of delivery of supplies, and the OWNER subsequently pays the amount due, the Contractor's entitlement under clause no. 12.2 below shall lapse in respect of such delayed payment, unless notice of termination has already been given, and Notice period of 30 (thirty) Days has expired and the Contractor shall resume Work.</p>		
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<p>12.2 Termination</p> <p>If the OWNER:</p> <ul style="list-style-type: none"> a) Fails to pay the Contractor the amount due within 60(sixty) Days after the expiry of the time stated in clause no. 10.0 above within which payment is to be made (except for any deduction that the OWNER is entitled to make under the Contract or any disputed amount), or b) Becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under any applicable law) has a similar effect to any of these acts or events. <p>12.3 Notice of Right to Cure</p> <p>Notwithstanding anything to the contrary in this Contract, Contractor shall not be entitled to terminate this Contract unless:</p> <ul style="list-style-type: none"> a) Contractor gives Written Notice to OWNER which specifies the default and b) OWNER shall within 60 (sixty) Days after such Notice fail to cure any such default, other than the default mentioned clause 12.2 (a) above in which case the termination shall become effective on Contractor issuing the notice for termination. <p>12.4 Cessation of supply of Goods</p> <p>12.4.1 After termination under clause 12.2 above, the Contractor shall:</p> <ul style="list-style-type: none"> a) Cease all further work related to supply of Goods except for such work as may be necessary and instructed by the OWNER / OWNER's Representative for the purpose of protecting those parts of the supplies already executed, and b) Handover all Documents, Manuals, equipment, materials and spares for which the Contractor has received payment, <p>12.4.2 Any such termination shall be without prejudice to any other right of the Contractor under the Contract.</p> <p>12.5 Payment on Termination</p> <p>12.5.1 After termination under clause no. 11.1 or clause 12.2 above, the OWNER shall return the initial Advance Bank Guarantee and Contract Performance Security, (except to the extent required for the surviving obligations of the Contractor) and shall pay the Contractor an amount calculated and certified in accordance with clause no. 15.6 and sub-contractor cancellation charges.</p>		
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12.5.2 Survival of Obligations

Notwithstanding anything to the contrary contained herein, any termination of this Contract shall not relieve:

- a) Either Party of its obligations with respect to confidentiality as set forth in this Contract,
- b) Either Party of any obligations hereunder which expressly survives termination hereof, and
- c) Either Party of its obligations or liabilities for loss or damage to the other party arising out of or caused by acts or omissions of such First party prior to the effectiveness of such termination and shall not relieve Contractor of its obligations and liabilities for portions of the supplies already delivered prior to the date of termination.

13.0 INDEMNIFICATION

13.1 General Indemnity

13.1.1 Contractor shall fully indemnify, save harmless and defend OWNER, OWNER's shareholders, the OWNER's Representative, and the directors, agents and employees of the OWNER (the "OWNER Indemnified Parties") from and against any and all claims, including reasonable legal costs, (collectively the "Damages") resulting from Contractor's or any Sub-Contractor's or their agents or employees intentional act, negligence, or strict liability or omission in the performance of the supply of goods hereunder; provided that the foregoing obligation shall not apply to the extent the OWNER Indemnified Parties are contributory negligent or strictly liable or to the extent such damages are caused by the intentional acts or omissions of the OWNER Indemnified Parties.



13.1.2 OWNER shall fully indemnify, save harmless and defend Contractor and its shareholders and the directors, agents and employees of the Contractor (the "Contractor Indemnified Parties"), from and against any and all claims, including reasonable legal costs, (collectively the "Damages") to the extent caused by OWNER's or OWNER's other contractor's strict liability, intentional act or omissions or negligence; provided that the foregoing obligation shall not apply to the extent the Contractor Indemnified Parties are contributory negligent or strictly liable or to the extent such damages are caused by the intentional acts or omissions of the Contractor Indemnified Parties.



13.2 Specific Indemnification



13.2.1 Contractor shall fully indemnify, save harmless OWNER Indemnified Parties from and against any and all damages claimed by third party with respect to:

- a) Failure of Contractor, any Sub-Contractor to comply with Applicable Laws.

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<p>b) Failure of Contractor to make payments of taxes relating to Contractor's, any Sub-Contractor's income or other taxes required to be paid by Contractor pursuant to this Contract irrespective of whether they are reimbursable or to be compensated under the terms of this Contract.</p> <p>c) Any Hazardous Materials Contractor, any Sub-contractor, or any of their respective Sub-Contractors has at any time delivered and caused the release thereof for which any of them is responsible by law or in this Contract.</p> <p>13.2.2 OWNER shall fully indemnify, save harmless and Contractor Indemnified Parties from and against any and all, damages claimed by a third party with respect to:</p> <p>a) Failure of OWNER or any of its Other Contractors to comply with Applicable Laws.</p> <p>b) Any Hazardous Materials of OWNER, or any of its other contractor has at any time brought on and caused the release thereof for which any of them is responsible by law.</p> <p>13.3 Intellectual Property Indemnification</p> <p>13.3.1 In performing the supplies, Contractor shall not incorporate or use in connection with the delivery of supplies any materials, methods, processes, systems or service that involve the use of any confidential information, intellectual property or proprietary rights that Contractor does not have the right to use or incorporate or which may result in claims or suits against OWNER, Contractor or any Sub-contractor arising out of claims of infringement of any third party, domestic or foreign patent rights, copyrights, other proprietary rights, or intellectual property rights, licenses or agreements, or applications for any thereof, or rights of use of confidential information.</p> <p>13.3.2 Not Used.</p> <p>13.3.3 Contractor shall fully indemnify and save harmless and defend the OWNER Indemnified Parties from and against any and all Damages that the OWNER Indemnified Parties may suffer, incur or pay by reason of any claims or suits arising out of claims of infringement of any patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to equipment, designs, techniques, processes and information designed or used by Contractor or any sub-Contractor in performing the supply of Goods hereunder or under the Sub-Contracts in any way incorporated in other than any such equipment, designs, techniques, processes and information provided by the OWNER Indemnified Parties.</p> <div style="text-align: right; border: 1px solid black; padding: 5px; width: fit-content; margin-left: auto;"> <p>ISSUE R0</p> </div>		

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<p>13.3.4 If, in any suit or claim relating to the foregoing, a temporary restraining order or preliminary injunction is granted, Contractor shall make every effort to secure the suspension of the injunction or restraining order. If, in any such suit or claim or any part, combination or process thereof, is finally held to constitute an infringement and its use is permanently enjoined, Contractor shall promptly make every reasonable effort to secure for OWNER a license, at no Cost to OWNER, authorising continued use of the infringing Goods. If Contractor is unable to secure such license within a reasonable time, Contractor shall, at its own expense and without impairing performance requirements, either replace the affected Goods, or part, combination or process thereof with non-infringing components or parts or modify the same so that they become non-infringing.</p> <p>13.3.5 Final payment to the Contractor by the OWNER will not be made while any such suit or claim remains unsettled.</p> <p>13.4 Notice and Legal Defence</p> <p>13.4.1 Promptly after receipt by a party of any claim or notice of the commencement of any action, administrative or legal proceeding, or investigation as to which the indemnities provided may apply, such Party shall notify the other Party in Writing of such fact provided that the failure of a Party to give any such Notice promptly shall not excuse the indemnifying party from its indemnification obligations hereunder except to the extent any such failure actually prejudices the indemnifying Party in the defence of such matters.</p> <p>13.4.2 The indemnifying Party shall assume on behalf of the indemnified Party and conduct with due diligence and in good faith the defence thereof with counsel reasonably satisfactory to the indemnified Party; provided that the indemnified Party shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided, further, that if the defendants in any such action include both the indemnifying Party and the indemnified Party and the indemnified Party shall have reasonably concluded that there may be legal defences available to it which are different from or additional to, or inconsistent with, those available to the indemnifying Party, the indemnified Party shall have the right to select separate counsel to participate in the defence of such action on its own behalf at the indemnifying Party's expense.</p> <p>13.4.3 The indemnified Party shall, at the request of the indemnifying Party, provide all reasonably available assistance in the defence or settlement of any such claim, action, proceeding or investigation, and all reasonable costs and expenses incurred by the indemnified Party in connection with the defence or settlement of any such claim, action, proceeding or investigation shall be reimbursed by the indemnifying Party promptly upon demand thereof. The indemnified Party shall not settle or compromise any claim, action or proceeding without the prior Written consent of the indemnifying Party such consent not to be unreasonably withheld.</p> <p>13.5 Failure to Defend Action</p>		
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<p>If any claim, action, proceeding, or investigation arises as to which the indemnities provided may apply, and the indemnifying Party fails to assume the defence of such claim, action, proceeding or investigation, then the indemnified Party may at the indemnifying Party's expense contest or settle such claim.</p> <p>13.6 Survival: Expiration of Indemnity</p> <p>The provision of this Clause 13.0 shall survive final acceptance or the termination of this Contract; provided that neither Party shall have any indemnity obligations pursuant to this Clause 13.0 for any claim arising out of or resulting from events or circumstances occurring after the termination of this Contract and provided further that neither Party shall have any indemnity obligation pursuant to this Clause 13.0 unless notice of any such claim for indemnity by either Party is received by the indemnifying Party prior to the date that is three (3) years after the expiration of warranty period.</p> <p>14.0 LIMITATION OF LIABILITY</p> <p>14.1 No consequential Damages, etc.</p> <p>Except for any specific liability which may be identified in the Contract and which may be payable hereunder, Contractor shall not be liable for any special, incidental, indirect, or consequential Damages or any loss of business Contracts, revenues or other financial loss (or equivalents thereof no matter how claimed, computed or characterised) arising out of or in connection with the supply of Goods unless caused by Contractor's negligence or wilful misconduct. In addition, OWNER shall have no liability or any special, incidental, indirect or consequential Damages or any loss of business Contracts, revenues or other financial loss arising out of this Contract.</p> <p>14.2 Limitation of Liability</p> <p>Contractor's liability under the Contract shall be limited as below:</p> <p>(i) with respect to delay in achieving the completion Dates, the Liquidated Damages for Delay shall be capped at five percent (5%) of the Contract Price.</p> <p>14.3 Maximum Liability</p> <p>The Contractor's aggregate liability under or arising out of or in connection with this Contract, its performance or breach shall be limited to the Contract Price. This shall, however, exclude his liability for Liquidated Damages for Delay pursuant to Clause 14.2 and any and all third party liabilities or indemnities including Intellectual Property Indemnification pursuant to Clause 13.0 and other provisions of the Contract.</p> <p>14.4 Exclusive Remedies</p>		
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GENERAL CONDITIONS OF CONTRACT (GCC)



The OWNER's and Contractor's remedies and liabilities that are identified in this Contract shall be the sole and exclusive remedies available to the Parties in respect of matters to which they are said to relate in this Contract irrespective of any rights and remedies which might be available at common law, in tort (including negligence), by statute or otherwise.

15.0 FORCE MAJEURE

15.1 Definition of Force Majeure



"In this Clause, "*Force Majeure*" shall mean an event or circumstance beyond the reasonable control of the Owner or the Contractor which could not have been foreseen, prevented or mitigated by such Party using its reasonable diligence and which makes it impossible for such Party to perform the whole or in part its obligations under the Contract, including but not limited to:

- a) Act of God;
- b) An act of war, (whether declared or undeclared) hostilities invasion, armed conflict or an act of foreign enemies, blockade, embargo, revolution, military action, or sabotage, epidemic and quarantines.
- c) Contamination by radioactivity from any nuclear fuel or form any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties.
- d) Riot (other than among Contractors employees), civil commotion, terrorism or disorder, unless solely restricted to employees of the Contractor or of his Sub-contractors.
- e) Operation of the forces of nature including but not limited to such as earthquake (above 7.0 magnitude on Richter Scale), hurricane, lightning, tidal wave, tsunami, typhoon or volcanic activity, Floods.
- f) Normal Rainy season and monsoon shall not be considered as Force Majeure condition.
- g) Any strike / lockouts at works or site of the Contractor or his sub-supplier/sub-contractor shall not be considered as force majeure condition.

15.2 Excused Performance

If either Party is rendered wholly or partially unable to perform its obligations under this Contract because of a Force Majeure Event, that party will be excused from whatever performance is affected by the Force Majeure event to the extent so affected provided that:

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- a) The affected Party gives the other Party Written Notice of the occurrence of the Force Majeure Event as soon as practicable (within 7 days) after the occurrence of the Force Majeure Event and also gives the other Party Written Notice describing in reasonable detail the particulars of such occurrence, including an estimation of its expected duration and probable impact on the performance of such Party's obligations hereunder, and thereafter continues to furnish thereto timely regular reports with respect to continuation of the Force Majeure Event;
- b) The suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure.
- c) No liability of either Party which arose before the occurrence of the Force Majeure Event causing the suspension of performance shall be excused as a result of the occurrence.
- d) The affected Party shall exercise all reasonable efforts to mitigate or limit Damages to the other Party.
- e) The affected Party shall use its best efforts to continue to perform its obligations hereunder and to correct or cure the event or condition excusing performance;
- f) When the affected Party is able to resume performance of its obligations under this Contract, that Party shall give the other Party Written Notice to that effect and shall promptly resume performance hereunder.
- g) If the performance in whole or part by the Vendor/Contractor or any obligations under the Contract is prevented or delayed by "Force Majeure" condition for the continued or aggregated period of exceeding 2 months, the Owner may at his option or discretion terminate the Contract in whole or part thereof by notice in writing.
- h) The Contractor shall not claim any compensation for Force Majeure conditions and shall take appropriate steps to ensure men and materials utilized by it under the Contract well in advance.

15.3 Limitations

Anything in this Contract to the contrary notwithstanding.

- a) Any act, event, or occurrence listed above or asserted as a Force Majeure Event that results materially from the negligence or intentional acts of the affected party (including in the case of Contractor or any Sub-contractor thereof) shall not constitute a Force Majeure Event; and

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- b) The affected Party shall not be relieved from obligations under this Contract to the extent that the negligence or wilful misconduct of the affected Party (or in the case of Contractor or any Sub-Contractor thereof) contributes to or aggravates the Force Majeure Event.

15.4 Effect of Force Majeure Event

Neither the OWNER nor the Contractor shall be considered in default or in Contractual breach to the extent that performance of obligations is prevented by a Force Majeure Event, which arises after the Effective Date. Except as otherwise provided in a Change Order, an extension of time shall be granted to Contractor only to the extent Contractor proves to OWNER;

- a) The performance of supply of Goods is actually and necessarily delayed by an event of Force Majeure and
- b) The effect of such event of Force Majeure could not have been prevented or avoided or removed despite exercise of reasonable due diligence whether before, after or during the event of Force Majeure.

15.5 Not Used

15.6 Optional Termination, Payment and Release



Irrespective of any extension of time, if a Force Majeure event occurs and its effect continues for a continuous period or cumulative of 60 (sixty) Days, the OWNER may give to the other a Notice of termination, which shall take effect 30 (thirty) Days after the giving of the Notice. If, at the end of the 30 (thirty) Day period, the effect of the Force Majeure continues, the Contract shall terminate. If the Contract is terminated under this clause no. 15.0 or clause no. 11.1 or 12.2 the OWNER shall determine the value of supplies and pay to the Contractor.



- a) The amounts payable for any supply of Goods carried out for which a price is stated in the Contract;
- b) The cost of materials, goods and services ordered in respect of supplies which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery. Such materials, goods and services shall become the property of (and be at the risk of) the OWNER against payment therefore by the OWNER, and the Contractor shall place the same at the OWNER's disposal promptly upon receipt of request in respect thereof from the OWNER.



16.0 FINANCING

The Contractor acknowledge that the OWNER will seek financing from a variety of sources. The Contractor

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<p>a) Shall comply with the applicable sourcing rules and environmental requirements of the Financing Parties.</p> <p>b) Acknowledges that the Financing Parties may comment on the Contract and the terms and conditions thereof and shall negotiate in good faith with OWNER and / or the Financing Parties regarding changes requested by the Financing Parties.</p> <p>c) Acknowledges that the Financing Parties will appoint a Lender's Independent Engineer to represent the Financing Parties in connection with the financing of the Project. The Lenders Independent Engineers duty will include monitoring, checking, inspecting/witnessing the carrying out of the supplies and witnessing the tests.</p> <p>d) Acknowledges that the materials of supplies will have to be secured/hypothecated and secured with the lenders/financers and he shall cooperate with them and provide them all information required by them from time to time.</p> <p>17.0 ARBITRATION</p> <p>(i) All matters, questions, disputes, differences and / or claims arising out of and / or concerning, and /or in connection with, and /or in consequence of, and /or relating to this contract which may arise between the parties in connection with the Contract or any matter arising out of or in relation thereto shall be resolved through arbitration in terms of the Arbitration and Conciliation Act, 1996 or any amendments thereof. Prior to submitting the Disputes to arbitration, the parties shall resolve to settle the dispute/s through mutual negotiation and discussions. In the event that the said dispute/s are not settled within 30 days of the arising thereof, the same shall finally be settled and determined by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof.</p> <p>(ii) The place of arbitration shall be Vadodara or such other place as the Arbitrator, in his discretion, may determine. The language used in the arbitral proceedings shall be English.</p> <p>(iii) Arbitration shall be conducted by a Sole Arbitrator. The arbitrator shall be jointly appointed by both the parties. If the Parties fail to mutually appoint the sole arbitrator within 30 days of a Party invoking arbitration, the sole arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996.</p>		
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<p>(iv) Pending the submission to arbitration and thereafter, till the tribunal renders its award or decision, the Parties shall, except in the event of termination of this Agreement or in the event of any interim order/award is granted under the aforestated Act, continue to perform their obligations under this Agreement and no payments due from or payment by the Company shall be withheld on account of such proceedings except to the extent which may be in dispute.</p> <p>(v) The Arbitrator may, from time to time, with the consent of the parties to the contract enlarge the time for making the award in accordance with the Arbitration and Conciliation Act, 1996.</p> <p>ENFORCEMENT OF TERMS</p> <p>17.1 The failure of either Party to enforce at any time any of the provisions of this Contract or any rights in respect thereto or to exercise any option therein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to effect the validity of the Contract.</p> <p>17.2 The exercise by either Party of any of its rights herein shall not preclude or prejudice either Party from exercising the same or any right it may have hereunder.</p> <p>18.0 REPRESENTATIONS & WARRANTIES</p> <p>Each Party hereby represents and warrants to the other Party that:</p> <p>18.1 Organization, Power and Authority.</p> <p>It is duly organized and validly existing under the laws of its jurisdiction of incorporation and is qualified to do business in India and in all other jurisdictions in which the nature of the business conducted by it makes such qualification necessary, and has all requisite legal power and authority to carry on its business and to execute this Contract and to perform the terms, conditions and provisions hereof.</p> <p>18.2 Authorization.</p> <p>The execution, delivery and performance by such Party of this Contract have been duly authorized by all requisite corporate action.</p> <p>18.3 Enforceability.</p> <p>This Contract constitutes the legal, valid and binding obligation of such Party, enforceable in accordance with the terms hereof.</p> <p>18.4 No Conflict.</p> <div style="text-align: right; border: 1px solid black; padding: 5px; width: fit-content; margin-left: auto;"> <p>ISSUE R0</p> </div>		

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Neither the execution nor delivery nor performance by such Party of this Contract, nor the consummation of the transactions contemplated hereby, will result in a violation of, or a conflict with, any provision of the organizational documents of such Party; a contravention or breach of, or a default under, any term or provision of any indenture, contract, agreement or instrument to which such Party is a party or by which such Party or its property may be bound, or a violation by such Party of any Law.

18.5 No Violation of Law.

It is not in violation of any Law, which violations, individually or in the aggregate, could reasonably be expected to have an adverse effect on it or its performance of any obligations hereunder.

18.6 Litigation.

There is no action, suit or proceeding now pending or (to its best knowledge) threatened against it (or any Subcontractor, in the case of the Contractor) before any court or administrative body or arbitral tribunal that could reasonably be expected to adversely affect the ability of such Party (or any Subcontractor, in the case of the Contractor) to perform its obligations hereunder (or under any Subcontract) other than those notified to the Project Company in writing by the Contractor.

18.7 Contractor’s Representations and Warranties.



The Contractor represents and warrants that:

- 18.7.1 It has or will be the holder of all Permits required to allow it to operate or conduct its business as contemplated hereby;
- 18.7.2 It has thoroughly examined this Contract, the Technical Specification and all applicable Laws and has become familiar with their terms;
- 18.7.3 It has, and its Subcontractors have, full experience and proper qualifications to manufacture Equipment and supply of Goods (Solar PV Modules).
- 18.7.4 It will design the Equipment pertaining to supply of Goods so that the useful life thereof may reasonably be expected to twenty-five (25) years;

19.0 MISCELLANEOUS

19.1 Non-Waiver.

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<p>Neither Party shall be deemed to have waived any right under this Contract unless such Party shall have delivered to the other Party a written waiver signed by such waiving Party. No failure or successive failure by either Party to enforce any covenant or agreement, and no waiver or successive waivers by either party of any condition of this Contract, shall operate as a discharge of such covenant, agreement or condition, or render the same invalid, or impair such Party's right to enforce the same in the event of any subsequent breach thereof by the other Party.</p> <p>19.2 Severability.</p> <p>If any of the terms, covenants or conditions hereof or the application of any such term, covenant or condition shall be held invalid or unenforceable as to either Party or as to any circumstance by any court or arbitrator having jurisdiction, the remainder of such terms, covenants or conditions shall not be affected thereby, shall remain in full force and effect and shall continue to be valid and enforceable in any other jurisdiction. In such event, the Parties shall negotiate in good faith to substitute a term, covenant or condition in this Contract to replace the one held invalid or unenforceable by a mutually agreed amendment to this Contract with a view toward achieving a valid and enforceable legal and economic effect as similar as is then reasonably possible to that originally provided for in this Contract.</p> <p>19.3 Survival of Provisions.</p> <p>In order that the Parties may fully exercise their rights and perform their obligations hereunder arising from the performance of the Work, such provisions of this Contract that are required to insure such exercise or performance shall survive the termination of this Contract for any cause whatsoever.</p> <p>19.4 Entire Agreement.</p> <p>This Contract constitutes the entire agreement and contains all of the understandings and agreements of whatsoever kind and nature existing between the Parties, and supersedes, to the extent permitted by Indian law, all prior written or oral agreements, commitments, representations, communications and understandings between the Parties.</p> <p>19.5 Amendment.</p> <p>No amendment, waiver or consent relating to this Contract shall be effective unless it is in writing and signed by the Parties.</p> <p>19.6 Successors and Assigns.</p> <p>All of the terms and provisions of this Contract shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Contract is for the sole benefit of the Parties, and to the extent provided herein, the Indemnitees, and is not for the benefit of any other Person.</p> <div style="text-align: right; border: 1px solid black; padding: 5px; width: fit-content; margin-left: auto;"> <p>ISSUE R0</p> </div>		

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GENERAL CONDITIONS OF CONTRACT (GCC)





19.7 Counterparts.

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all such counterparts shall together constitute one and the same contract.

19.8 No Benefit to Third Parties.

For the avoidance of doubt, this Contract is not intended to confer any legally enforceable rights on any Person other than the Parties, their successors in title and their permitted assignees, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

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SECTION - 5:
SPECIAL CONDITIONS OF CONTRACT (SCC)

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TENDER NO:

SUPPLY OF SOLAR PV MODULES FOR 500 MW (AC) (625 MWp) SOLAR PV PROJECT AT GIPCL RE PARK, NR. VILL. KHAVDA, GREAT RANN OF KUTCH, GUJARAT

SECTION – 5
SHEET 1 OF 3

SPECIAL CONDITIONS OF CONTRACT (SCC)



The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Wherever there is a conflict, the provisions herein shall prevail over that of GCC.

1.0. Time for Completion

The time schedule for completion of supplies for the ordered Solar PV Modules from the date of issue of LOI is as under:

Sr. No.	Month	PV Modules in MWp to be delivered at Project Site	% of total capacity
1	Mar-25	62.5	10%
2	Apr-25	62.5	10%
3	May-25	62.5	10%
4	June-25	31.25	5%
5	Sep-25	250	40%
6	Oct-25	156.25	25%
Total		625	100%

2.0. Liquidated Damages

(a) Delay – Supplies

If the Contractor fails to achieve the complete supply of the awarded capacity of Solar PV Modules as per the time schedule specified in the tender, Contractor shall pay to the Owner as Liquidated Damages an amount of Rs 14,850/- per MWp (plus applicable GST) for each day of delay for the unsupplied portion of the modules, subject to a maximum of 5% of the total Contract Price.

(b) Delay – Spares

If the Contractor fails to deliver the spares as per the agreed time schedule, liquidated damages shall be levied at 0.5% (plus applicable GST) of the Contract price of undelivered portion, per week subject to a maximum of 5% of the spares Contract Price.

The said right of the GIPCL to levy damages on account of delay shall be without prejudice to and in addition to the right of the Company to get the concerned supply executed from a third party at the complete risk and cost of the Contractor.

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SPECIAL CONDITIONS OF CONTRACT (SCC)



(c) Liquidated Damages due to variation of weighted average Wp of module

The Contractor shall strictly supply the modules as per the quoted weighted average Wp of modules indicated in the bid. In case the actual weighted average Wp of the modules supplied by the Contractor is less than the weighted average quoted in the bid, a liquidated damages equivalent to 1.5 times of Bid deloading value which was considered during Bid Evaluation process.

Example:

Name of the Bidder	Module offered				“Weighted Avg Wp of the Module” quoted by Bidder in Wp
	Quantity in MWp	wattage in Wp	Quantity in MWp	wattage in Wp	
X	50	540	100	570	560
Y	100	545	50	540	543
Z	75	540	75	545	543



If the X Bidder supplies weighted average of 555 Wp as against quoted of 560Wp, then Liquidated damages for the shortfall shall be levied (5 (x) Bid Deloading Value.

3.0. Terms of Payment for Supply:

Owner shall pay the Contractor in the following manner and on the basis of the Price Break down given in the Price Schedules. Application for payment in respect of part deliveries may be made by the Contractor as work proceeds.

Sr.	Payment Milestones	Amount
1	Advance Payment on: <ul style="list-style-type: none"> (i) Acceptance of Lol (ii) Submission of Advance Bank Guarantee of equivalent amount (iii) Submission of Performance Bank Guarantee (validity period of PBG should be 120 days from the last lot of PV Modules received at site) for 10% of the total Contract Price (iv) Submission of detailed PV Module supply schedule. 	15% of Supply Price excluding taxes & duties
2	Supply of Solar PV Modules on pro-rata basis as per mutually agreed schedule on sequential basis only to the Project Site.	70% of Supply Price

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3	Receipt of Modules at site on pro-rata basis and physical verification and certification by the Project Manager/Owner's Representative for the quantity received.	15% of Supply Price
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4.0. Evaluation Criteria:

For Bid Evaluation criteria, Methodology & E- Reverse auction Bidder shall refer to Section-6 Appendix-20 for details.

5.0. Right of Interpretation:

The work shall be performed under the supervision of the Project Manager. The scope of the duties of the Project Manager pursuant to the Contract, will include but not be limited to the following:

- (a) Interpretation of all the terms and conditions of these Tender documents and specifications shall be with GIPCL and binding to the Contractor.
- (b) Review and interpretation of all the Contractor's drawing, engineering data, etc. and decision of GIPCL in this regard shall be binding to the Contractor.

6.0. "Additional Quantity"

- (a) GIPCL reserves the right to order additional 15% of the Solar PV modules (93.75 MWp) over the awarded quantity on the same price, terms and conditions within Bid Validity Period.
- (b) Further above 15% of the Solar PV Module capacity, GIPCL on mutual basis can purchase with discovered price from the Supplier.

7.0. Risk Purchase:

In the event of Contractor failure to supply the Goods of acceptable quality in scheduled delivery period, Owner reserves the right to procure the Goods from any other source/Third party at the Contractors risk and cost and the difference in cost shall be borne by the Contractor. Further, Owner shall retain the right of forfeiture of PBG and or any other action as deemed fit, including termination of contract.

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